



**CYBERSECURITY BY CHUBB
 PROPOSAL FORM**

Completing the Proposal Form

- Please read the “Statutory Notice” before completing this proposal form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- It is agreed that whenever used in this proposal form, the term Applicant shall mean the Organisation and all its Subsidiaries and the definition of the terms ‘Claims’, ‘Policy Period’, ‘Defence Costs’, ‘Director’ or ‘Officer’ are in accordance with the policy.

Insuring Clauses A through E of the Cybersecurity Policy provides first party coverage.

Insuring Clause F of the Cybersecurity Policy is written on a claims made basis. Insuring Clause A covers only Claims first made during the Policy Period or any Extended Reporting Period. The limit of liability to pay damages or settlements will be reduced and may be exhausted by the payment of Defence Costs, or Legal Representation Expenses.

PLEASE READ THE ENTIRE POLICY AND THE PROPOSAL FORM CAREFULLY.

1. GENERAL INFORMATION

- (a) Name of Applicant:
- (b) Applicant’s Address:
- (c) Applicant’s web address:
- (d) Nature of Applicant’s Activities:
- (e) How long has the Applicant continuously carried on business?
- (f) Names and dates under which the Applicant’s business was formerly carried on:

2. SPECIFIC INFORMATION

a. The following should be, for each category, the sum of the applicable information for the Applicant.

	Prior Year	Current Year	Projected Year
Gross Revenues (total)			
Total Assets			
Number of Employees			
Gross Revenue <u>from on-line</u> sales or services			

b. Does the applicant collect, store or process personally identifiable information ? Yes No

If yes tick (*all that apply*) the box that identifies the type information collected, stored or processed.

- Credit/Debit Card Numbers Yes No
- MediCare / Private health Insurance / Numbers Yes No
- Driving Licence Numbers Yes No
- Bank Account Numbers Yes No
- Date of Birth Yes No
- First/Last Name or First Initial/Last Name of Customers Yes No
- Tax File Numbers Yes No

C Do the applicant process or store personally identifiable information or other confidential information for third Parties ? Yes No

- D Is the applicant compliant with (*tick all that apply*):
- Payment Card Industry (PCI) Security standard Yes No Not Applicable
 - Australia Privacy Principals or other legislation concerning privacy or safeguarding of personally identifiable or other confidential information Yes No Not Applicable
 - The Gramm, Leach Bliley Act Yes No Not Applicable
 - HIPAA HITEC security Rules Yes No Not Applicable

If No, to any question in (D) above, please explain details of why there is none compliance ? _____

3. SECURITY

- a. Does the applicant have a designated senior executive designated enterprise wide responsibility for privacy and data security . *i.e. Chief Privacy officer / Information Officer* Yes No
- b. Are anti virus programs installed and signatures kept current on all of the applicants PC's and network systems ? Yes No
- c. Does the applicant encrypt information stored on any mobile device ? Yes No
- d. Does the applicant have firewalls that filter both inbound and out bound traffic? Yes No
- e. Does the applicant employ intrusion detection or intrusion their network , or the IDS or IPS software on the applicants hosts ? Yes No
if "yes" How frequently are logs reviewed? _____
- f. Does the applicant run penetration tests against all parts of their network? Yes No
if "yes" How frequently are the test run ? _____
- g. Has an external system security assessment, other than vulnerability scans or penetration tests been conducted in the past 12 months? Yes No
if "yes" please advise who conducted such assessment and advise whether any critical recommendations have been corrected or complied with _____

4. PAYMENT CARD INDUSTRY COMPLIANCE

- A How many credit or debit card transactions does the applicant process annually? _____
- B. Does the applicant
Mask all but the last four (4) digits of a card number when processing or printing cardholder Data? Yes No
Ensure card validation codes are NOT stored in any of the applicants Databases log files or anywhere else within their network Yes No
Encrypt all account information on the applicants databases Yes No

4. SECURITY POLICIES / BUSINESS CONTINUITY

- A. Has the applicant implemented a formal security policy which is applicable to all of the applicants business units have _____ Yes No
If "yes"
- i) How often is the policy tested? _____
 - ii) Is the policy kept current to address new threats and procedures _____ Yes No
 - iii) does the policy include policies for the use and storage of personal and confidential data of laptops and mobile devices _____ Yes No
- B. Does the Applicant have a formal Business Continuity Plan (BCP) _____ Yes No
If "yes"
- Is the BCP tested atleast annually Yes No
- C. Does the Applicant have a formal and appropriately approved, written incident response plan (IRP) that addresses
- (i) unauthorised access to the Applicant's computers, system, network or any of the Applicant's information assets: Yes No
 - (ii) denial of service attacks and other forms of network or system outages: Yes No
 - (iii) extortion demands: Yes No
 - (iv) corruption of, or damage to, data: Yes No
- If the answer to 4.(c) (i), (ii), (iii) or (iv) is "Yes":
- (a) Does the IRP assign responsibilities to specific individuals to address the organisations incident response Yes No
 - (b) Is the IRP tested, reviewed and updated annually Yes No
 - (c) Are any problems identified from any review rectified Yes No

5. THIRD PARTY VENDORS

- B Does the applicant use third party vendors to store or back up electronic data Yes No
- If yes, Please provide the name(s) of the vendors used _____
- Does the applicant
- i) have a written contract with the 3rd party vendor(s) Yes No
 - ii) have mutual hold harmless provisions in the contract Yes No
 - iii) require a level of security commensurate with the Applicant's information systems security policy? Yes No
 - iv) specify compliance with local privacy and data security legislation Yes No
 - iv) require such third party to maintain errors and omissions insurance? Yes No

6 SECURITY INCIDENT AND LOSS HISTORY

Has the Applicant had any computer or network security incidents during the past ten (10) years? Yes No

"Incident" includes any unauthorised access or exceeding of authorised access to any computer, system, data base or data; intrusion or attack; the denial of use of any computer or system; intentional disruption, corruption or destruction of electronic data, programs or applications; or any other incidents similar to the foregoing.

If the answer to question 5 is "yes", please attach a complete description of the incident(s) including whether the Applicant reported the incident to law enforcement authorities and/or its insurer.

6. ATTACHMENTS AND DOCUMENTS

If available, please enclose with this Proposal Form:

- Risk assessment of Applicant performed by an organisation other than the Applicant.
- Chubb CyberSecurity Risk Matrix

7. PRIOR INSURANCE

(a) Has the Applicant ever been refused cybersecurity or similar insurance or had a similar policy cancelled? Yes No
If "yes", please attach details.

(b) Does the Applicant currently have cybersecurity or similar insurance? Yes No

If "yes", please provide the following details:

Insurer	Limits	Deductible	Policy Period
	\$	\$	

8. PRIOR KNOWLEDGE/WARRANTY

(a) Has the Applicant or any person proposed for coverage given notice under the provisions of any prior or current cyber security policy or similar insurance of facts or circumstances which might give rise to a claim that would fall within the scope of that cover? Yes No

(b) Have any loss payments been made on behalf of any Applicant or any person proposed for coverage under any cyber security policy or similar insurance? Yes No

(c) Is any person proposed for coverage cognisant of any facts or circumstances which:

(i) he or she has reason to suppose might afford valid grounds for any future claim(s) such as would fall within the scope of the proposed coverage? Yes No

(ii) indicate the probability of any such claim(s)? Yes No

It is agreed that if such facts or circumstances exist, any claim, action or proceeding arising therefrom is excluded from the proposed coverage.

If the answer to any one of the questions in 8. is "yes", please attach details.

9. REQUESTED LIMIT: \$

10. STAMP DUTY

Please state the total number of employees located in the following states and overseas:

NSW	VIC	ACT	QLD	SA	WA	TAS	NT	O/S
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11. GST

- (a) What is the Applicant's Australian Business Number?
- (b) Does the Applicant intend to claim an Input Tax Credit for the premium of the proposed policy if provided? Yes No
- (c) If "yes", to what extent is an Input Tax Credit being claimed by any and which Applicants? (e.g. answer – full claim or %)?

Note: *It is Chubb's intention to apply GST in accordance with the Input Tax Credit claimed by the Applicant.*

12. DECLARATION AND SIGNATURE

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained herein has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed: _____
 Print Name of Signatory:

Date:

STATUTORY NOTICE

A YOUR DUTY OF DISCLOSURE - CONTRACTS OF GENERAL INSURANCE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:-

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

NON DISCLOSURE

In the event of misrepresentation or non-disclosure, other than fraudulent misrepresentation or non-disclosure, the Insurer waives all rights available to it pursuant to Section 28(3) of the Insurance Contracts Act 1984 (Cth), as amended.

However, in the event of fraudulent misrepresentation or fraudulent failure to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract.

B CLAIMS MADE DURING THE PERIOD OF INSURANCE

Insuring Clause 1.F. of this policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred. When you give notice in writing to us of facts that might give rise to a claim against you and you give that notice as soon as reasonably practicable after you become aware of those facts but before the cover provided by your insurance contract with us expires, we cannot refuse to cover you by reason only of the fact that the claim against you is actually made after that expiry date.

C SUBROGATION

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under this policy.

OTHER IMPORTANT INFORMATION

D UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the Insurer.

E NOT A RENEWABLE CONTRACT

Cover under this policy will terminate at expiry of the Period of Insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

F CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you should advise us of any departure from your "normal" form of business (i.e. that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.