



**LAUW**  
LONDON AUSTRALIA UNDERWRITING



## Cyber eRisks SME Questionnaire

- Please only complete this questionnaire if the Proposer's annual gross revenue is less than \$25m and they require limits of indemnity up and including \$2m.
- If the Proposer's revenue is greater than \$25m or they require limits of indemnity greater than \$2m, please complete the Cyber eRisk Proposal Form.

## IMPORTANT NOTICES

Pursuant to the provisions of the Insurance Contracts Act 1984 (Cth), Underwriters are required to notify you of the following relevant information.

### Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

It should be noted that this duty continues until the Policy is entered into with Underwriters, and extends to any renewal, reinstatement, variation or extension to the Policy.

### Non-Disclosure

Underwriters may be entitled to either reduce their liability under the contract in respect of a Claim, cancel the contract or avoid the contract from its beginning in accordance with the provisions of the Insurance Contract Act 1984 (Cth) if you fail to comply with your duty of disclosure.

### Claims Made

This is a "claims made" policy of insurance, which means that it only covers claims made against an insured and notified to Underwriters during the period of insurance. By operation of Section 40(3) of the Insurance Contracts Act 1984 (Cth), where the insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.

### Retroactive Liability

The policy may be limited by a retroactive date stated in the schedule. The policy does not provide cover in relation to any claim arising from any actual or alleged act, error, omission or conduct that occurs before the commencement of the policy, unless retroactive liability cover is extended by Underwriters.

### Liability Assumed Under Agreement

Cover provided by this form of liability insurance does not cover liability which you have agreed to accept unless you would have been so liable in the absence of such agreement.

### Utmost Good Faith

In accordance with Section 13 of the Insurance Contracts Act 1984 (Cth), the policy of insurance is based on utmost good faith requiring Underwriter(s) and the proposer / insured(s) to act towards each other with the utmost good faith in respect of any matter relating to the insurance contract.

### Privacy Notice

LAUW and **Underwriters** are committed to compliance with the provisions of the Australian Privacy Principles and the Privacy Act 1988 (Commonwealth). In order for **Underwriters** to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent **Underwriters** from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so. LAUW and **Underwriters** may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by **Underwriters** or LAUW on behalf of **Underwriters** such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to **Underwriters'** privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. You can obtain a copy of our privacy policy [here](#).

Should you require access to your personal information, LAUW may be contacted on (02) 8912 6400.

**Important:** Please answer all questions fully. All questions will be deemed to be answered in respect of all entities & persons to be insured under this policy. If the space provided is insufficient please include attachments on your company letterhead

## Section 1: Particulars of the Proposer

In respect of this questionnaire the "Proposer" will be deemed to be the first named insured and all subsidiaries as listed for whom cover is sought.

Please complete the following:

1. Company name:

2. Address:

3. Business Activity:

4. Please confirm the total income of the Company:

a. Prior financial year

b. Current financial year

c. Next financial year

5. Does the Proposer use a third party vendor for the following services? If 'Yes', please provide the name of the third party(s).

Network Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cloud/back-up provider	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Internet service provider	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business critical software provider	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Payment processor	<input type="checkbox"/> Yes <input type="checkbox"/> No	
POS hardware provider	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## Section 2: Risk Assessment Underwriting Questions

1. Does the Proposer take at least weekly backups of all critical data and store the same off-site or in a fireproof safe or does the Proposer have an outsourced provider that meets these minimum requirements?

Yes  No

2. Does the Proposer have antivirus software installed on its network and PC's and are firewalls in place and are these regularly updated (at least weekly)?

Yes  No

3. Does the Proposer allow Personal Information to be stored on portable media devices?

Yes  No

4. If Yes to 3. above, please confirm the Proposer ensures that portable media devices carrying Personal Information are encrypted

Yes  No  N/A

## Section 3: Claims/Loss Details

1. In the past 5 years has:

a) The Proposer been made aware of any matter that is reasonably likely to give rise to a loss or claim under such insurance policy, or have they suffered any loss, or a claim been made against them?

b) The Proposer or any Director been subject to any regulatory, government or administrative action brought against them or any investigation or information request concerning the handling of personal information?

Yes  No (if 'Yes' please provide further info)

## Section 4: Other Insurance

1. Does the Proposer (or anyone intended to be covered under the policy) maintain insurance that provides cover (in part or in whole) to the risk proposed to be covered by this policy?

Yes  No

2. If yes, please provide us with the following information set out below:

Insurer	Policy type	Policy number	Expiry date	Limit of Indemnity

## Section 5: Stamp Duty Split

1. For the purpose of calculating Stamp Duty please confirm the number of employees in the relevant State of Australia:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

## Declaration:

I/We hereby declare that:

My/Our attention has been drawn to the Important Notice on page 2 of this Proposal form and further I/we have read these notices carefully and acknowledge my/our understanding of their content by my/our signature/s below.

The above statements are true, and I/we have not suppressed or mis-stated any facts and should any information given by me/us alter between the date of this Proposal form and the inception date of the insurance to which this Proposal relates I/we shall give immediately notice thereof.

I/We authorise insurers to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service. Where I/we have provided information about another individual (for example, an employee, or client).

I/We also confirm that the undersigned is/are authorised to act for and on behalf of all persons and/or entities who may be entitled to indemnity under any policy which may be issued pursuant to this Proposal form and I/we complete this Proposal form on their behalf.

To be signed by the Chairman/President/Managing Partner/Managing Director/Principal of the association/partnership/company/practice/business.

Signature

Date

Signature

Date

SIGN 



SIGN 



**It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered.**

If in doubt, please contact your insurance broker since non-disclosure may affect an Proposal's right of recovery under the policy or lead to it being avoided.