



# SME CYBER PROPOSAL UNDER \$5 M REVENUE & UP TO \$2 M SUM INSURED

## NOTICE TO THE PROPOSED INSURED

[Including notices under the Insurance Contracts Act]

Nova Underwriting Pty Ltd  
ABN 42 127 786 123 / AFSL 324767

### IMPORTANT – PLEASE READ THE FOLLOWING ADVICE BEFORE COMPLETING THIS PROPOSAL

## 1. DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 [ICA], to disclose to the insurer every matter which 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 us before you renew, extend, vary or reinstate a contract of insurance. Your duty however does not require disclosure of a matter:

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

### NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer maybe entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### COMMENT

*The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover [EG: claims, whether founded or unfounded], or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.*

## 2. CLAIMS MADE POLICY

This proposal is for a "claims made and notified" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- Acts, errors or omissions actually or allegedly committed prior to the retroactive date of the policy [specified].
- Claims made after the expiry of the period of cover even though the act, error or omission giving rise to the claim may have been committed during the period of cover.

- Claims notified or arising out of facts or circumstances notified [or which ought reasonably to have been notified] under any previous policy.
- Claims made, threatened or intimated against you prior to the commencement of the period of cover.
- Facts or circumstances of which you first became aware of those facts but before the expiry of the period of cover, you may have rights under Section 40[3] of the ICA to be covered for claims arising from those facts, even though the claim is made against you after the period of cover has expired. Any such rights arise under the ICA only, and not by medium of the policy.

### 3. AVERAGE PROVISION

If the policy provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount the indemnity available under this policy bears to the amount paid to dispose of the claim.

### 4. SUBROGATION WAIVER

Our policy contains a provision that has the effect of excluding or limiting cover for a liability incurred as a result of you entering an agreement that impairs your legal rights against another party.

### 5. PRIVACY

We comply with the Privacy Act when dealing with your personal information. We need to collect personal information to deliver our services and products, and we may also need to pass that information to third parties such as our security, their reinsurers, agents, lawyers and other service providers. You can have access to, and if necessary, correct your personal information, by contacting our privacy officer. When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

### 6. NOT A RENEWABLE POLICY

Any policy issued by us will terminate at a time and date specified in the policy. There is no right to automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it is necessary to complete a new proposal prior to the termination of the expiring policy so that we may consider whether or not to offer a replacement policy, and if so, on what terms.

### 7. GENERAL INSURANCE CODE OF PRACTICE

We have adopted the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry, including the manner in which complaints must be handled. For further information about the Code, visit our website [www.novaunderwriting.com.au](http://www.novaunderwriting.com.au) or visit the Code website [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or contact our Compliance Manager. As part of our Code compliance obligations, we advise that the key factors affecting premiums are the nature and size of the risk, and the claims experience.

## IMPORTANT

- Please answer ALL questions fully. If there is insufficient space, please provide details on your own letterhead, and attach to this form.
- Where provided, tick the appropriate box to indicate your answer.

## APPLICANT'S DETAILS

1. Name	<input type="text"/>
2. Address	<input type="text"/>
3. Business Activity	<input type="text"/>

## OPERATIONAL INFORMATION

	Last Financial Year	This Financial Year (estimate)							
1. Total revenue	<input type="text" value="\$"/>	<input type="text" value="\$"/>							
2. For the purposes of determining stamp duty, please confirm the number of employees in the relevant State of Australia									
	ACT	NSW	NT	QLD	SA	TAS	VIC	WA	Overseas
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## PERSONALLY IDENTIFIABLE INFORMATION

1. Approximately how many individual clients/customers/employees records are held?	<input type="text"/>
2. If credit card details are stored, are you PCI DSS compliant?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## NETWORK SECURITY

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1. Do you have a virus protection in place?  Yes  No
2. Do you have a firewall with an Intrusion Detection System (IDS) in place?  Yes  No
3. Do you enforce a software update process, including software patches and anti-virus definition updates?  Yes  No
4. Do you have regular online and offline backups ?  Yes  No
5. Do you have a written business continuity plan for a network outage or system disruption?  Yes  No
6. Do you outsource a critical part of your internal network/computer system or internet access/presence to others?  Yes  No

If "Yes", please check all that apply and name the service provider for each category:

- Hosting facility
- Co-location facility
- Managed security service provider (MSSP)
- Application service provider (ASP)
- Data storage facility
- Other (Please specify)

## HISTORICAL/CLAIM INFORMATION

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1. Have you suffered any loss, or has any claim been made against you, involving unauthorised access, unauthorised use, virus, denial of service attack, breach, data theft, fraud, electronic vandalism, sabotage or other security events which may be covered under this proposed insurance?  Yes  No
2. Have you been the subject of an investigation or action by any regulatory or administrative agency for privacy related violations?  Yes  No
3. Are you aware of any circumstance or event that could reasonably be anticipated to result in a claim being made against the coverage being applied for?  Yes  No

If "Yes" to any of the above please provide further details:

## COVERAGE

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Sum Insured Required:

\$250,000

\$500,000

\$1,000,000

\$2,000,000

## DECLARATION

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The signatory declares:

- that the signatory is authorised to make this proposal on behalf of all persons and entities seeking insurance.
- that the signatory has read and understood the “Notice to the Proposed Insured” at the front of this proposal.
- that the information supplied in this proposal [and any attachments relating to it] is true and correct.
- that the signatory understands and acknowledges that Nova Underwriting Pty Ltd relies on the information contained in the proposal [and any attachments relating to it].
- the signatory understands and acknowledges that the proposal [and any attachments to it] and any other information supplied to Nova Underwriting Pty Ltd in support of this application for insurance shall form the basis of any contract of insurance subsequently effected.

Name of Signatory

Position

Signature

Date

Coverholder at **LLOYD'S**