



CYBER & COMPUTER CRIME PROPOSAL FORM

1. CLAIMS MADE AND NOTIFIED

This policy is issued by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL 381686 on a claims-made and notified basis. This means that the policy only covers Claims (as defined) first made against you during the Policy Period (as defined) and notified to the insurer in writing during the Policy Period. The policy does not provide cover for any Claims made against you during the Policy Period if at any time prior to the commencement of the Policy Period you became aware of facts which might give rise to those Claims being made against you. Section 40(3) of the Insurance Contracts Act 1984 provides that where you give notice in writing to the insurer of facts that might give rise to a Claim against you as soon as is reasonably practicable after you become aware of those facts but during the Policy Period, the insurer cannot refuse to pay a Claim which arises out of those facts, when made, because it is made after the Policy Period has expired. This policy contains a "Prior Claims/Circumstances" Exclusion for loss in connection with any claim:

- a. made prior to or pending at the inception of this policy; or
- b. arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim.

This policy does not provide cover for Claims arising from any Wrongful Acts which take place before the Retroactive Date.

2. YOUR DUTY OF DISCLOSURE

Section 21 of the Insurance Contracts Act 1984 provides that before you enter into a contract of general insurance with an insurer, you have a duty 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, upon 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. However, your duty of disclosure does not require you to disclose matters:

- a. that diminish the risk to be undertaken by the insurer;
- b. that are of common knowledge;
- c. that your insurer knows, or in the ordinary course of its business, ought to know;
- d. as to which compliance with your duty of disclosure is waived by the insurer.

Your duty of disclosure continues after the proposal form has been completed up until the Policy Period commences.

Consequences of Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be 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.

3. SUBROGATION

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation where you are a party to an agreement which excludes or limits insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

4. PRIVACY CONSENT AND DISCLOSURE

AIG has adopted the National Privacy Principles. The National Privacy Principles apply to any personal information collected by AIG Australia.

Purpose of Collection

AIG collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service. You have a duty under the Insurance Contracts Act 1984 to disclose certain information.

Failure to comply with your Duty of Disclosure or to provide certain information may result in AIG either declining cover, cancelling your insurance cover or reducing the level of cover. In the course of administering your Policy we may disclose your information to:

- a. another member of the AIG group of companies either in Australia or overseas;
- b. contractors or third party providers providing services related to the administration and sale of your Policy;
- c. banks and financial institutions for the purpose of processing your application and obtaining policy payments;
- d. in the event of a claim, assessors, third party administrators, emergency providers, and medical providers.

We will only disclose your personal information to these parties for the primary purpose for which it was collected. In some circumstances AIG is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

Access To Your Information

You may gain access to your personal information by submitting a written request to AIG.

In some circumstances, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

AIG has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however we reserve the right to charge for access requests in limited circumstances.

If you feel you have a complaint about AIG's Information Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information, you may write to The Privacy Manager, AIG Australia, Level 12, 717 Bourke Street, Docklands, or e-mail australia.privacy.manager@aig.com. Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved, your complaint will be referred to AIG's Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should your complaint not be resolved by AIG's internal dispute resolution process, you may take your complaint to the Privacy Commissioner for review of the determination.

4. THE APPLICANTS FOR INSURANCE

In this **Proposal** the Applicants for insurance are:

- The Organisation (that being the company or organisation named in this Proposal);
- The **Insured Person(s)** as defined in the Policy wording; and any Outside Entity or Outside Directorship for which cover is sought.

Before completing this Proposal, enquiries should be made with each proposed Insured in relation to the questions and declarations to be completed on their behalf.

I/We have read and understood the above Important Information.

Agree

DETAILS ABOUT YOUR ORGANISATION

Q1.

Name of your Organisation:

Q2.

Address of your **main** location:

Q3.

Phone:

Q4.

Fax:

Q5.

E-mail:

Q6.

Web:

Q7.

Organisation ABN:

Q8.

Please describe the Organisation's professional services and activities:

Q9.

Please provide the following information:

CURRENT YEAR

Total Gross Revenue

% of Total Gross revenue for Australia / NZ

% of Total Gross revenue for United States

% of Total Gross revenue for Rest of the World

PRIOR YEAR

Total Gross Revenue

% of Total Gross revenue for Australia / NZ

% of Total Gross revenue for United States

% of Total Gross revenue for Rest of the World

Q10.

COVERS AVAILABLE: Please indicate **Yes** or **No** - if you require cover for any of the following activities?

Cyber Extortion

Yes No

Cyber Extortion: Refers to monies paid by an Insured in accordance with local legal requirements, and with the Insurer's written consent to terminate or end a Security Threat.

Security threat means: any threat or connected series of threats to commit a local, cross border or multi-country attack against an insureds Computer System for the purpose of demanding money, securities or other tangible or intangible property of value from the Insured

Media Content Liability

Yes No

Media Content: Refers to Damages arising out of an actual or alleged act, error, misstatement, misleading statement or omission by an Insured in connection with the collection, creation, release, printing, broadcasting, or distribution of Material that results in:

*(i) an infringement of copyright, title, slogan, trademark, trade name, infringement of domain name;
(ii) plagiarism, piracy or misappropriation or theft of ideas;
(iii) any false light, public disclosure of private facts, libel or slander committed without malice by reason of words written, spoken or broadcasted, including without limitation, emotional distress or mental anguish in connection with such conduct; or
(iv) an intrusion, invasion of privacy, wrongful entry or eviction, trespassing, or eavesdropping.*

Network Interruption

Yes No

Network Interruption: Refers to Loss that an Insured incurs after the Waiting Hours Period, solely as a result of a Security Failure.

Loss for this cover relates to: costs that would not have been incurred but for a Material Interruption; e.g: reduction in net income (net profit or loss before income taxes), that would have been earned; and continuing normal operating expenses incurred, including payroll.

Note: If you have answered **Yes** to any of the optional covers referred to in Q10 we will contact for further information.

YOUR ORGANISATION'S DATA PROTECTION PROCEDURES

Q11.

Is there a written data protection policy and privacy policy that applies to the Organisation?

Yes proceed to Q12

No - please answer Q11a below

Q11a

If you have answered **No** to the above question (Q11), please provide details regarding the data protection procedures of the Organisation?

Q12.

Are all employees provided with a copy and any update of the Organisations' data protection policy which they are required to confirm compliance with?

Yes proceed to Q13

No - please answer Q12a below

Q12a

If you have answered **No** to the above question (Q12), please explain why not?

Q13

When was the Organisations' data protection policy last reviewed and by whom?

(iv) Does the Organisation physical security controls to prohibit and detect unauthorised access to their computer system and data centre?

Yes No

Q17.

Does the Organisation collect, store, maintain or distribute credit card or other sensitive personally identifiable data?

Yes - Credit Card - please answer Q17a

Yes - Personally Identifiable Data - please answer Q17a

No - proceed to Q18

Q17a

(i) If **Yes** to Credit Card and Personally Identifiable Data (Q17) above, is the access to sensitive data restricted?

Yes No

(ii) If **Yes** to Credit Card (Q17(i)) above is selected, does the Organisation comply with payment Card Industry Data Security Standards?

Yes No

(iii) Who has access to sensitive data?

Q18.

Does the Organisation process payments on behalf of others, including eCommerce transactions?

Yes - please answer Q18a No - proceed to Q19

Q18a

(i) If **Yes** to above, (Q18), please provide the number of clients you process such payments for and an estimated number of transactions per client?

Q19.

Does the Organisation have encryption requirements for data-in-transit data-at-rest to protect the integrity of sensitive data including data on portable media (e.g.: laptops, DVD back up tapes, disc drives, USB devices etc.)?

Yes - please answer Q19a No - proceed to Q20

Q19a.

If you have answered **Yes** to the previous question (Q19) please describe where such encryption is used:

Q20.

Does the Organisation have and maintain backup and recovery procedures for all:

Mission critical systems?

Data & information assets?

If **Yes**, (to either) are they encrypted?

Yes No

Yes No

Yes No

Q21.

Does the Organisation perform background checks on all employees and independent contractors?

Yes No

Q22.

Does the Organisation require remote users to be authenticated before being allowed to connect to internal networks and computer systems?

Yes No

OUTSOURCING ACTIVITIES

Q23.

Does the Organisation outsource any part of its network, computer system or information security functions?

Yes - please answer Q23a No - proceed to Q24

Q23a

(i) If Yes to above question (Q23), who is the security outsourced to?

(ii) Does the Organisation periodically audit the functions of the outsourcer to insure that they follow the Organisations's security policies?

Yes proceed to Q24. No proceed to Q24.

Q24.

Does the Organisation require indemnification from outsourcers for any liability attributable to them?

Yes - proceed to Q25 No - proceed to Q25

Q25.

How does the Organisation select and manage outsourcers?

CLAIMS INFORMATION

Q26.

(i) Has the Organisation been the subject of any investigation or audit in relation to data protection by a *Data Protection Authority* or *other* regulator?

Yes Please answer Q26a No - proceed to (ii)

(ii) Has the Organisation ever been subject to a *Data Subject Access Request*?

Yes Please answer Q26a No - proceed to (iii)

(iii) Has the Organisation ever been subject to an *Enforcement Notice* by a *Data Protection Authority* or any *other* regulator?

Yes Please answer Q26a No - proceed to (iv)

(iv) Is the Organisation, after due enquiry, aware of any actual or alleged fact or circumstance which may give rise to a claim under this policy?

Yes Please answer Q26a No - proceed to Q27

Q26a.

Note: If **Yes** to previous question (Q26 (i)-(iv)), please supply full details below.

Q27.

Please provide the number of Insured persons (including all full-time, part-time and casual staff and Directors) in each State and Overseas?

DECLARATION

Note: Signing the Declaration does not bind the proposer or the insurer to complete this insurance.

I declare that I have made all the necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which the proposal relates, I will give immediate notice to the Insurer.

I acknowledge receipt of the Important Notices and Privacy Consent and Disclosure information contained in this proposal and that I have read and understood the consent of them.

I confirm that I am authorised by the proposing Organisation (and its partners/principles/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the company (and its partners/principles/directors if applicable).

Note: Authorised Person is any of the following who have been authorised to sign on behalf of the Organisation:

- | | | | |
|---------------------|----------------------|----------------------------|---------------------------|
| - Chairman | - President | - Managing Director | - Any member of the Board |
| - CEO | - CFO | - GM | - FARM Committee Members |
| - Contracts Officer | - Operations Manager | - Practice/Surgery Manager | |

Signature:

Name:

Date:

Signature:

Name:

Date:

Insurance Marketing Group of Australia Pty Ltd - MEDIPROTECT
 11a 44 Station Road, Yeerongpilly Q 4105 Po Box 6013 Fairfield Q 4103
 Ph: 07 3426 0400 - Fax: 07 3426 0444
 ABN: 74 088 790 327 - ACN: 088 790327
 AFSL: 234421