

# Cyber Enterprise Risk Management

## Short MarketPlace Cyber Proposal Form

### Completing This Proposal Form

- Please read the “Duty of Disclosure” and “Privacy Statement” before completing this Proposal Form.
- **This Proposal Form is for Businesses with revenue of Less than \$50m.**
- It is agreed that whenever used in this Proposal Form, the term “You” and “Your” shall mean the Named Insured and all its Subsidiaries.
- Certain words appearing in green bold font have a certain meaning as per the glossary section below.
- This document allows Chubb to gather the needed information to assess the risks related to your information systems. If your information systems security policies differ between your companies or subsidiaries, please complete separate proposal forms for each information system.

### I. Company Information

Named Insured:	
Address:	
ABN:	
Year Established:	
Number of Employees:	
Website:	
Industry:	Please select:
Business Description:	
Total Revenue:	

Percentage of revenue generated from the US:

Please detail the approximate percentage of your revenue applicable to each State, Territory and Overseas:

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S
%	%	%	%	%	%	%	%	%

### II. Underwriting Questions

1. Does the Insured currently or will they potentially operate in any of the following areas (This does not include the Insured’s client’s business activities)?

Accreditation Service Provider	Adult Content Provider	Credit Bureau
Cryptocurrency Exchange or Distributed Ledger Technology	Cybersecurity Product or Services	Data Aggregation / Data Brokerage / Data Warehousing
Gambling Service Provider	IT Managed Service Provider	Government, Local or Regional authority
Manufacturer of Life Safety Products or Services	Payment Processing or Trading Exchanges	Peer to Peer File Sharing Provider
Social Media Platform Provider(excludes Named Insured own use of Social Media Platforms)		
Digital Surveillance	Third Party Claims Administration	None of these

2. Within the last 3 years, have you had any Cyber Incidents, Data Breaches, Privacy Complaints or become aware of any matter that could lead to a claim under a Cyber insurance Policy?  
If Yes, please provide additional details, including incurred loss and outstanding reserve and controls implemented to mitigate future claims.

Yes No

3. Does the possible maximum number of people you would be required to notify in case of a breach of <b>Personally Identifiable Information (PII)</b> exceed 500,000?	Yes	No
4. To the best of your knowledge, do you comply with all relevant Privacy Laws and Regulations in the jurisdictions in which you operate?	Yes	No
5. Is the Insured a subsidiary, franchisee, or smaller entity of a larger/Parent Organisation? If Yes, please provide additional details, including information about any Network interconnectivity and/or Segmentation with the Parent Organisation, and confirm that the Insured is not currently insured under their Cyber Insurance Policy	Yes	No

6. Has the Applicant's Cyber or Technology insurance submission previously been declined by Chubb, or is Chubb currently the insurer for either policy? If Yes, please provide additional details, including the Policy Number if Chubb is currently the insurer:	Yes	No
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7. Your Corporate Network and email cannot be accessed remotely or where remote access to your Corporate Network and email are required <b>Multi-Factor Authentication</b> is used?	Yes	No
8. Are your backups for business/mission critical systems backed-up at least weekly and are they stored offline?	Yes	No
9. Do you have a security tool protecting computers and handheld devices (for example -Anti-Virus Software, Anti-malware, <b>Endpoint Detection and Response</b> )	Yes	No
10. Do you have an email security solution in place (for example - Password Management, <b>Sandbox</b> , <b>Spam Filters</b> , Encryption, <b>Security Tools</b> )	Yes	No

11. Please provide contact details for the client's Chief Information Security Officer or other staff member who is responsible for data and network security:			
Role/Title:			
First Name:		Last Name:	
Email Address:		Phone Number:	

### III. Optional Coverage Extension - Social Engineering Fraud

1. Does the Applicant currently purchase or intend to purchase any Social Engineering Fraud coverage through Chubb or another carrier under a separate policy?	Yes	No
2. Do you confirm all changes to vendor/supplier details (including routing numbers, account numbers, telephone numbers, and contact information) by a direct call using only the contract number previously provided by the vendor/supplier before the request was received?	Yes	No
3. Do you require that all outgoing payments or funds transfers be subject to segregations of duties between initiation and authorisation, such that no one individual can control the entire process?	Yes	No
4. Do you require that all outgoing payments or funds transfers be subject to dual authorisation by at least one supervisor after being initiated by a third employee?	Yes	No

## IV. Declaration

The undersigned authorised officers of the named Insured declare that to the best of their knowledge and belief the statements made in this proposal and in all attachments and schedules to this proposal are true and are true and notice will be given as soon as practicable should any of the above information change 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 Named Insured, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Named Insured and all of its subsidiaries, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

Name of Director, Officer or Risk Manager:	
Signature:	
Date:	

## Glossary of Defined Terms

**Endpoint Detection and Response (EDR)** - is a solution which records and stores endpoint-system-level behaviors, use various data analytics techniques to detect suspicious system behavior, provide contextual information, block malicious activity, and provide remediation suggestions to restore affected systems.

**Multi-Factor Authentication (MFA)** - MFA is an electronic authentication method used to ensure only authorised individuals have access to specific systems or data. A user is required to present two or more factors - these factors being 1) something you know, 2) something you have, or 3) something you are. Something you know may include your password or a pin code. Something you have may include a physical device such as a laptop, mobile device that generates a unique code or receives a voice call or a text message, a security token (USB stick or hardware token), or a unique certificate or token on another device. Something you are may include biometric identifiers.

- Note that the following are not considered secure second factors: a shared secret key, an IP or MAC address, a VPN, a monthly reauthentication procedure, or VOIP authentication.

**Personally Identifiable Information (PII)** - means any data that can be used to identify a specific individual. This may include health or medical records of employees or customers, government issued identification numbers, login usernames, email addresses, credit card numbers, biometric information, and other related personal information.

**Sandbox** - means a secure, isolated environment for running potentially malicious software or files.

**Spam Filters** - means a program used to detect unsolicited, unwanted and virus-infected emails and prevent those messages from getting to a user's inbox.

**Security Tool** - means any tools designed to protect your email from malware and hackers, which could include anti-malware software and anti-phishing products.

## Important

### Claims-Made and Claims-Made and Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

### Notification of Facts that might give rise to a claim

Section 40(3) of the Insurance Contracts Act 1984 (Cth) ("ICA") only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy 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 your policy.

## Statutory Notice

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For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means “we”, “us” and “our”.

### Duty of Disclosure

#### *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.

#### *What You do not need to tell Us*

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.

### Other Important Information

#### *Subrogation*

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to be unreasonably withheld or delayed), you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our 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 your policy.

#### *Utmost Good Faith*

Every insurance contract is subject to the doctrine of utmost good faith which requires that all parties to the contract, including third parties, 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 us. Our failure to do so could result in a civil penalty.

#### *Not a Renewable Contract*

Cover under your 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 your current policy so that terms of insurance and quotation/s can be agreed.

#### *Change of Risk or Circumstances*

It is vital that you advise us as soon as reasonably practicable of any departure from your “normal” form of business (i.e. that which has already been conveyed to us).

For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within your policy. You can contact us using the below details under ‘Contact Us’.

### General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

## Privacy Statement

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In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

**You** and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact us, if you would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: + 61 2 9335 3467

Address: GPO Box 4907, Sydney NSW 2001

### **Further information request**

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907

Sydney NSW 2001

+61 2 9335 3200

[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com)

### **How to make a complaint**

If You are not satisfied with our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of your relationship with Chubb and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

P +61 2 9335 3200

F +61 2 9335 3411

E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

For more information, please read Our [Complaints and Customer Resolution](#) policy.

### **About Chubb in Australia**

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

### **Contact Us**

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[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**