



Proposal Form



ABN 69 614 898 270 | AFSL 493713

CYBER LIABILITY Insurance



02 9003 1660



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General Details

1. Insured Details:

Applicant Name:	
Applicant Address:	
Country of Domicile:	
Website Address:	
Business Activities:	

Financial Information	Last Complete Financial Year	Current Year (Estimate)	Next Year (Estimate)
Gross Annual Revenue			

Insurance Information

2. Cyber Security Questions:

- a. You have no exposure to and no revenue generation from the USA or Canada. No Yes
- b. Access to all servers, firewalls, and IT infrastructure components has been restricted to appropriate personnel only. No Yes
- c. You take backups at least weekly which are stored separate from your network, e.g. off-line or with a specialist cloud hosting service. No Yes
- d. Within the last year you have successfully restored data from your backups. No Yes
- e. You have one or more firewalls protecting external access to your systems. No Yes
- f. All system users have individual, mandatory and non-trivial user IDs and passwords. No Yes
- g. All employees receive awareness training or educational information relating to phishing and other types of attacks. No Yes
- h. You protect all PCs and servers with anti-virus that you update regularly. No Yes
- i. You have deployed MFA for all remote access, including access to cloud environments and MS Office 365 if used. No Yes
- j. You store less than 250,000 Personal Identifiable Information records (one record equals one person). No Yes
- k. You have a disaster recovery plan that you test at least annually. No Yes

- l. If you use Remote Access* you protect all Remote Access, including access to cloud environments and MS Office 365 if used, with encrypted connections such as a VPN. No Yes N/A

*Remote Access does not mean accessing web based software (such as MS Office, Xero, OneDrive or Salesforce). Remote access means accessing an organization’s own information system (not a 3rd party’s system) by a user (or an information system) communicating through an external, non-organisation-controlled network (e.g. the Internet).

If you answered ‘no’ to any of the above questions, please provide further details or an explanation below:

3. Payment Card Questions:

(to be completed if you accept credit card payment online)

- a. You outsource payment card processing to a specialist payment card processor. *(If you answered ‘Yes’ please proceed to question 4)* No Yes
- b. You are Payment Card Industry Data Security Standards compliant against PCI Version 3x standard. No Yes
- c. Payment card data is not stored within your systems or networks. No Yes
- d. Payment card transactions are encrypted from point-of-sale and through the whole payment process. No Yes

4. Multimedia Questions:

You have a process to review all content prior to posting on your Intranet Sites, Internet Sites or on social media that includes checks for disparagement, copyright infringement and trademark/trade name infringement. No Yes

5. Declarations:

Are you aware of any cyber incidents, personal information compromises, privacy violations, unscheduled network outages, copyright issues or other incidents or events that could give rise to a claim under a cyber insurance policy? No Yes

6. Cyber Incidents:

(if you answered ‘yes’ to question 5)

If you are aware of any Cyber Incidents, please provide further details below.

7. Stamp Duty:

Could you provide a breakdown of where your employees are located by specifying the number of employees in each state?

NSW	VIC	QLD	WA	SA	TAS	ACT	NT	O/S

Declaration

I declare that I am authorised to complete this Proposal Form on behalf of the Insured, that I have made reasonable enquiries to ascertain the truth of all the statements and that to the best of my knowledge and belief the statements and particulars in this Proposal Form are true and correct and no material facts have been omitted or misrepresented. I undertake to inform FTA Insurance of any change to any material fact which occurs before any insurance based on this Proposal Form is entered into.

Tick if the insured is claiming the NSW SMALL BUSINESS STAMP DUTY EXEMPTION

At the time that the contract of insurance being applied for is effected or renewed (as applicable), I hereby declare that I am/will be a small business as defined in section 259A of the Duties Act 1997 (NSW) (the Act) for the purpose of the small business exemption in section 259B of the Act. This declaration covers policies effected or renewed during the financial year ending 30 June

Name and Position of person signing:

Date:

Important Notices

Please read the following notices. They are for your information and do not form part of the insurance contract. They do not impose contractual obligations on you or create contractual rights.

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.

NSW Small Business Eligibility:

The NSW government has abolished stamp duty on a number of policies taken out by a small business. In order to gain the exemption, the business must be a small business in accordance with the Income Tax Assessment Act 1997 (s152.10), Capital Gains Tax meaning, for the income year in which the insurance is effected or renewed. A small business for Capital Gains Tax purpose is, “an individual, partnership, company or trust that is carrying on a business, and has an aggregated turnover of less than \$2 million.” Aggregated Turnover, is the insureds annual turnover plus the annual turnovers of any business entities that are affiliates or are connected with the insured.

Incorrect or False Declaration:

A small business that wrongly claims the exemption, makes a false declaration, will be liable to a penalty of up to \$11,000 plus penalty stamp duty, interest and other costs being imposed.

Failure to provide a Declaration within the required timeframe:

The small business NSW stamp duty exemption is subject to the completed declaration being received by the Insurer. Where a small business declaration has not been provided at the time the policy is effected or renewed, the policy will be liable to duty. Please ensure you complete and return this Declaration to your Adviser as soon as possible to ensure you obtain the relevant exemption.

In executing this declaration I also confirm that:

- my obligations in respect of the NSW Small Business Stamp Duty exemption have been explained to me by my Adviser; and
- if I required any further clarity and/or understanding in respect of my eligibility I have made my own independent inquiry prior to executing this Declaration.

Claims Made Policy:

This policy is issued on a ‘claims made and notified’ basis. This means that the Insuring Clause responds to:

- claims first made against you during the Period of Insurance and notified to the insurer during the Period of Insurance, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you; and
- written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the Period of Insurance expiring. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, s40(3) of the Insurance Contracts Act 1984 is set out below:

‘S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to 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.’

When the Period of Insurance expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the Period of Insurance.

Underinsurance provision:

If your policy provides for 'Costs in Addition' to the limit of liability and if a payment in excess of the limit of liability available under your 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 of liability available under this policy bears to the amount paid to dispose of the claim payments.

Subrogation waiver:

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

Privacy:

FTA Insurance complies with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Agent of the Insurer:

In effecting this insurance contract FTA will be acting under an authority given to it by the insurer to effect the contract and FTA will be effecting the contract as agent of the insurer and not of the Insured.

Purpose for collection of information:

FTA Insurance Pty Ltd is committed to compliance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims.

We provide your information to the insurers we represent when we receive a submission from your broker, decline, quote or issue and administer your insurance. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies, auditors and solicitors), but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 02 9003 1660, email quotes@FTAinsurance.com.au or by visiting our website www.FTAinsurance.com.au.

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

Contact Details:

FTA Insurance

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