

# Cyber, Media and Privacy Insurance Proposal Form

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## Instructions to the proposer

- Before completing this Proposal Form please read the “Important Notices” on Page 2 and 3.
- The Declaration Section on Page 3 of this Proposal Form must be signed for this form to be complete.
- All questions must be answered in FULL. If there is insufficient space to complete your answer then please attach a separate, signed and dated sheet identifying the club name and the question concerned.

## Insureds details

Insured	<input type="text"/>		
Address	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
		Postcode	<input type="text"/>
Business Type:	<input type="text"/>		
Policy Period	<input type="text"/>	to	<input type="text"/>

## Your duty of disclosure

- Has any insurer declined, refused, withdrawn or permitted withdrawal or cancelled a proposal or policy or imposed special terms? Yes  No
- Are there any circumstances of which the insurer should be advised which could be material to its decision to accept this risk? Yes  No

## Cyber & Privacy Liability Coverage

1. Do you and your subsidiaries comply with the requirements detailed in the Statement of Fact below? Yes  No
- You have anti-virus software installed and enabled on all desktops, laptops and servers (excluding database servers) and it is updated on a regular basis.
  - You have firewalls installed on all external gateways.
  - You take regular back-ups (at least weekly) of all critical data and store the same offsite or in a fire-proof safe, or your outsourced service provider meets this requirement.
2. If you process or store credit card information (where this is not outsourced to a third party that accepts full responsibility for PCI compliance), do you comply with the following?  
You have been certified as being PCI compliant within the last 12 months, or have successfully completed a self- assessment audit. Yes  No  N/A
3. In regards to claims or circumstances that could give rise to a claim, are the below statements true?
- After full inquiry, are you aware of any circumstances, complaints, claims, loss, penalties or fines levied against you in the last five years, in relation to the risks that this application relates to. Yes  No
  - Are you aware of any circumstances or complaints against you in relation to data protection or security, or any actual security violations or security breaches either currently or in the past five years. Yes  No

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### Important notices

#### A. Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You do not need to tell the insurer anything that:

- reduces the risk that is insured;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance with your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Manager.

#### B. Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

#### C. Utmost good faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or continuation of cover provided by the Insurer.

#### D. Not a renewable contract

Cover under this 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 the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

#### E. Change of risk or circumstances

It is vital that you should advise us of any departure from your "normal" form of business (ie that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

#### F. Waiver of rights

If you have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future, please advise Your Broker in writing so we may notify the Insurer.

#### G. Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against you including defence costs. We will let you know when the excess is payable.

#### H. Your legal liability

The financial risk of court awards through litigation is ever increasing and we recommend that you select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability.

#### I. Your premium calculation

The key factors that affect your premium are reflected in the questions asked in this document and the information sought at the time of taking out your Insurance. Sensitive information we rely on you to have obtained their consent on these matters.

#### J. General insurance code of practice

One Underwriting is bound by the General Insurance Code of Practice and have processes are in place to adhere to the requirements of the Code. Refer to [www.codeofpractice.com.au](http://www.codeofpractice.com.au) for details of the code

#### K. Complaint and dispute resolution.

Any enquiry or complaint relating to your Lloyds policy or a claim should be address to your Client Relationship Manager or via an email sent to One Underwriting Pty Ltd's mailbox – [oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au) in the first instance.

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If your complaint is not satisfactorily and promptly resolved, please contact One Underwriting Pty Ltd's National Complaints Manager Telephone No. 02 9253 8081 who will attempt to resolve it in accordance with our Complaints and Disputes Handling Policy. You may obtain a copy of this policy from the National Complaints Manager or from our website: [www.oneunderwriting.com.au](http://www.oneunderwriting.com.au)

If after 10 days you are still not satisfied with the outcome determined, you should contact Lloyd's Underwriters' General Representative in Australia, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney, NSW 2000 Telephone No. (02) 9223 1433 Facsimile Number: (02) 9223 1466. Alternatively, if your concern is with the Insurer, you may contact the General Insurance Division of the Financial Ombudsman Service on 1300 780 808.

### L. Privacy statement

- One Underwriting Pty Ltd ('One Underwriting') is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use and disclose personal information to offer, promote, provide, manage and administer our various insurance services we are involved in as set out in the One Underwriting Privacy Notice. In order to do this, we may also share your information with other persons or entities who assist us in providing or promoting our services as set out in the One Underwriting Privacy Notice. Further information about our privacy practices can be located in the One Underwriting Privacy Policy, a copy of which can also be sent to you on request by your One Underwriting representative. You may also gain access to your personal information, or modify your privacy preferences, by contacting your One Underwriting representative or our Privacy Officer through the means set out in the One Underwriting Privacy Notice.
- If you are disclosing personal or sensitive information about any other person to One Underwriting, you confirm that you have obtained the consent of that person to disclose to One Underwriting their personal or sensitive information and you have made them aware that One Underwriting will or may disclose their information to third parties that are reasonably necessary to assist in the provision of the relevant services or products. If you have not obtained consent from this other person to disclose their personal or sensitive information to One Underwriting, you will inform us before providing the relevant information to us.

By submitting this Licensed Club Proposal form, you acknowledge that you have read the One Underwriting Privacy Notice and agree that we can handle any personal information you have provided to us in the manner set out above

- Unless you tick here, we or any of our group of companies may be in touch by any means (including email or SMS) at any time to let you know about goods, services or promotions that may be of interest to you.

One Underwriting are committed to protecting your privacy. For more information about One Underwriting's privacy policy, please refer to our website: [oneunderwriting.com.au](http://oneunderwriting.com.au)

### Declaration

I confirm that:

I am authorised on behalf of the insured(s) to sign this proposal.

I understand that the duty of disclosure applies to all insured(s). The answers are provided on behalf of all persons/entities comprising the insured(s).

I understand the questions in this proposal form.

Whilst I may not answer some of these questions, I certify that I have checked them and that they are correct to the best of my knowledge and belief.

I/We agree that this proposal shall be the basis of the contract between me/us & the Insurers and I/we agree to accept the Policy subject to its terms, conditions & exclusions.

This proposal must be signed by the GENERAL MANAGER, SECRETARY OR PRESIDENT.

Signature

Title (eg General Manager/Secretary)

Date

Liability of the Insurer does not commence until the Insurer has accepted the application. Binding is contingent upon One Underwriting confirming that cover is in place.

### Submit your proposal form

[oneunderwriting@oneunderwriting.com.au](mailto:oneunderwriting@oneunderwriting.com.au)

phone 02 9253 7600

**Privacy policy.** At One Underwriting we take privacy very seriously.

For full details please refer to [oneunderwriting.com.au/privacy](http://oneunderwriting.com.au/privacy)

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