CHUBB®

Technology E&O, Cyber and General Liability

Renewal Proposal Form

Completing This Proposal Form

- Please read the "Statutory Notice" on pages 5 to 8 before completing this proposal form.
- Please complete Sections I-V when seeking renewal terms for your Technology E&O and General Liability insurance policy.
- If you would like to request options to include new Cyber coverage at renewal, please also complete the Cyber Risk Management Addendum and Declaration in section VI.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- It is agreed that whenever used in this proposal form, the terms 'You' and 'Your' shall mean the Named Insured and all its Subsidiaries.
- Items listed in purple are defined terms in Glossary of Defined Terms on page 5.

I. Company Information

Name Insured (include names of all subsidiaries or affiliated companies to be insured):
Principal Address (Street, City, Country, Postcode):

Number of Employees		Number of Locations	
Website URL			
Description of your products and services:			

II. Material Changes

Are significant changes in the nature of your business including mergers, acquisitions, product or services anticipated over the next twelve (12) months or have there been any such changes in the past twelve (12) months? If Yes, please provide details:	☐ Yes ☐ No

III. Turnover / Largest Contracts

Please detail your global turnover:

Turnover	Prior complete financial year	Estimated current year	Projected following year
Domestic	$	$	$
USA/Canada	$	$	$
Rest of World	$	$	$
Total	$ 0	$ 0	$ 0

Please detail the percentage of global turnover you generate from online sales:	

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
0%	0%	0%	0%	0%	0%	0%	0%	0%

Please detail your three largest current contracts:

Client Name	Business of Client	Nature of Work	% of Development Work	Total Contract Value	Length of Contract (mths)
			0%		
			0%		
			0%		

IV. Loss Information

In the past year, have you become aware of any act, error or omission, unresolved contract dispute or any other circumstance, which may reasonably be expected to result in a claim? If Yes, please provide details:	☐ Yes ☐ No

V. Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably 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 Applicant, 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 Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed			
Title		Date	

VI. Cyber Risk Management Addendum

Data Privacy

1. How many **Sensitive Records** of unique individuals or organisations are stored or transmitted on your computer system?	
2. Which of the following types of **Sensitive Records** do you store, process, transmit or otherwise have responsibility for securing?	
a) Personally Identifiable Information (PII) Records	☐ Yes ☐ No
b) Credit card numbers, debit card numbers or other financial account numbers	☐ Yes ☐ No
c) Healthcare or medical records	☐ Yes ☐ No
3. Is any payment card information processed in the course of your business?	☐ Yes ☐ No
a) If Yes, are you compliant with **PCI DSS** requirements?	☐ Yes ☐ No

Data and Information Security

1. Which of the following have you (or your provider, if outsourced) implemented to help protect information and systems from a **Data Breach** or a **Cyber Incident**?

Governance	Protections	Business Continuity
☐ Dedicated staff member governing data security	☐ Firewalls & Antivirus	☐ Business continuity plan
☐ Dedicated staff member governing IT security	☐ Vulnerability scans	☐ Disaster recovery program
☐ Formal privacy policy approved by legal and management	☐ **Advanced Endpoint Protection**	Data Backups: ☐ Daily ☐ Weekly ☐ Less than weekly
☐ Ongoing staff training on cyber-related matters	☐ **Intrusion Detection Systems**	Critical System Backups: ☐ Daily ☐ Weekly ☐ Less than weekly
☐ Maintain compliance with all applicable privacy regulations, including GDPR	☐ **Encryption** of data in transmission	☐ Backups stored in an offline environment and not connected to the rest of your network(s)
☐ Regularly tested cyber incident response plan	☐ **Encryption** of data in at rest and in backups	☐ Duplication/redundancy of critical systems in an offline environment
☐ Security vulnerability patching procedures	☐ Multi-factor authentication	
☐ Use of **Threat Intelligence**	☐ External penetration testing at least annually	
☐ **Access Management Contols**		

Other, please describe:

Systems

1. Please describe the systems on which you depend most to operate your business (including outsourced technology providers), and the impact downtime of each would have.

IT Provider (if not outsourced, put "Internal")	**IT Application or Activity**	**Recovery Time Objective**			
		Immediate	**<12hr**	**<24hr**	**Other**
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

2. Do you perform assessments or audits to ensure outsourced technology providers meet your company's security requirements? ☐ Yes ☐ No

3. Do you waive your right of recourse against any of the providers listed above in the event of service disruption? ☐ Yes ☐ No

Media

1. Do you have procedures in place to ensure your use of trademarks and service marks do not infringe on the intellectual property rights of others? ☐ Yes ☐ No

2. Do you involve legal counsel in reviewing content prior to publication? ☐ Yes ☐ No

3. Have your privacy policy, terms of use, terms of service and other customer policies been reviewed by legal counsel? ☐ Yes ☐ No

Cyber Loss History

1. Have you experienced any actual or potential **Data Breach** or **Cyber Incident** in the past three years? If Yes, please provide:	☐ Yes ☐ No
a) Description of any claims/incidents and date of occurrence:	
b) Description of the financial impact:	
c) Mitigating steps you've taken to avoid similar future events:	
2. Are you aware of any notices, facts, circumstances, or situations that could reasonably give rise to any **Data Breach** or **Cyber Incident**?	☐ Yes ☐ No

Cyber Risk Management Addendum Declaration

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably 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 Applicant, 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 Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed			
Title		Date	

Optional Services Questionnaire

Chubb has partnered with a number of cyber security vendors that can help you manage your cyber risk. In order to provide you with meaningful services, you may answer the few questions below. More information on our Loss Mitigation Services can be found at www.chubb.com/au-en/business/cyber-services.aspx.

1. Do you engage your employees in phishing training exercises on a regular basis?	☐ Yes ☐ No
2. Do you use enterprise password management software to encourage responsible password practices?	☐ Yes ☐ No
3. Do you provide your employees with any cyber-related training modules to encourage cyber best practices?	☐ Yes ☐ No
4. Have you engaged in any planning, testing, or training in regards to cyber incident response preparedness?	☐ Yes ☐ No

Glossary of Defined Terms

Access Management Controls include the management of usernames, passwords, and access privileges to systems and information.

Advanced Endpoint Protection is a device or software that provides protects and monitors the endpoints on your network. Endpoints include desktop and laptop computers, tablets, mobile phones, servers, and any other device connected to your network.

Cyber Incident includes unauthorised access to your computer systems, hacking, malware, virus, cyber extortion, distributed denial of service attack, insider misuse, human or programming error, or any other cyber-related event.

Data Breach means an incident where sensitive personal or corporate confidential information has been taken, lost, or viewed by an unauthorised party.

Development Work means system integration, software development, or other customised products or services.

Encryption is the method of converting data from a readable format to an encoded format. It can only become readable again with the associated decryption key.

Intrusion Detection System is a device or software that monitors your network for malicious activity or policy violations.

Media Claim means any claim for product disparagement, slander, trade libel, false light, plagiarism, or similar from your website or social media accounts.

PCI DSS stands for the Payment Card Industry Data Security Standard. This defines the requirements that a company must comply with if they handle any payment card information.

Recovery Time Objective means the targeted duration of time within which a business process must be restored after an outage or disruption in order to avoid unacceptable consequences associated with a break in business continuity.

Sensitive Records include health or medical records of employees or customers, government issued identification numbers, usernames and passwords, email addresses, credit card numbers, intellectual property, or any other personally identifiable information.

Threat Intelligence is information on current security threats, vulnerabilities, targets, bad-actors, and implications that can be used to inform security decisions.

Statutory Notice

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.

Where your policy is claims made and notified the following will apply
If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

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.

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 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

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 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 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
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

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

For more information, please read Our Complaints and Customer Resolution policy.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 31,000 people worldwide.

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 insurance, 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. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au.

Contact Us

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Chubb. Insured.℠