

CoreTech Liability
*Combined Liability Solutions
for the Technology Industry*

Proposal Form



IMPORTANT NOTICES

About Probitas Pacific

Probitas 1492 (Pacific) Pty Ltd (**Probitas Pacific**) ABN 82 663 993 244 AFSL 545082 has an authority from the **Insurer** to arrange, enter into, bind and administer this **Policy** (including handling and settling claims) on behalf of the **Insurer** as if it were the **Insurer**. **Probitas Pacific** acts as an agent for the **Insurer** and not for the **Insured** (also referred to in these Important Notices as “you” and “your”).

Your duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us of anything that you know, or could reasonably be expected to know, that 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, replace, or reinstate an insurance contract. If you have made a statement and this changes before the end of the above relevant time, you must tell us about this change before the time ends.

You do not need to tell us anything that:

- reduces the risk we insure you for
- is of common knowledge
- 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 meet the duty, to the extent permitted by law, we may reject or not fully pay your claim. We may also, or as an alternative, cancel your insurance or if the failure to meet the duty was fraudulent, treat it as if it never existed.

Claims made and notified

This insurance is issued on a 'claims made and notified' basis. This means that the **Policy** covers Claims that are first made against you and notified to us during the **Policy Period**.

Where your **Policy** has an extended or additional reporting period, subject to the terms of the **Policy**, you may have:

- an additional period to tell us about Claims first made against you during the **Policy Period** and/or
- cover for Claims first made against you during the extended reporting period and which you tell us about during the extended reporting period – provided the Claim is based on an act, error, or omission alleged to have been committed prior to the expiry of the **Policy Period**.

The **Policy** doesn't cover facts or circumstances of which you first became aware prior to the **Policy Period**, and which you knew or ought reasonably to have known had the potential to give rise to a Claim against you, subject to any 'Continuous Cover' extension which may, subject to its terms, provide an exception to this.

If a Retroactive Date is applied or shown on the Policy Schedule, the **Policy** also doesn't cover Claims arising directly or indirectly from any acts, errors, omissions, or events actually or allegedly occurring before that date.

The above is only a high-level overview. You must refer to the **Policy** for full terms and conditions that apply to you.

Written notification of facts

By reason only of the operation of section 40(3) of the *Insurance Contracts Act 1984* (and not as a term of the **Policy**), if you give us notice in writing of facts that might give rise to a Claim against you as soon as reasonable after you became aware of those facts but before the insurance cover provided by the **Policy** expired, we are not relieved of liability under the **Policy** in respect of the claim, when made, by reason only that it was made after the expiration of the **Policy Period**. Any such rights arise under the legislation only and not the **Policy** terms.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (Code), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry. Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code, please visit www.codeofpractice.com.au. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers compliance with the Code. For more information on the CGC go to www.insurancecode.org.au

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this **Policy**, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Probitas 1492 (Pacific) in the first instance:

Complaints Officer
Probitas 1492 (Pacific)
Telephone: 1300 001 492
Email: Australiacomplaints@probitas1492.com
Post: Level 1, 44 Martin Place Sydney NSW 2000

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Telephone: (02) 8298 0700
Email: ldraustralia@lloyds.com
Post: Grosvenor Place, Level 32, 225 George St Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Service of Suit and Legal Notices

The Underwriters accepting this Insurance agree that:

- if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia
- any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Grosvenor Place, Level 32, 225 George St Sydney NSW 2000
who has authority to accept service on the Underwriters' behalf
- if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to: Australiaclaims@probitas1492.com

Privacy Statement

In this Statement:

- “We”, “Our” and “Us” means Probitas 1492 (Pacific) Pty Ltd and the Lloyd's Underwriters we act on behalf of
- “You” and “Your” refers to anyone using Our services or providing Personal Information.

We are committed to protecting Your privacy in accordance with the requirements of the *Privacy Act 1988 (Cth)* (“Privacy Act”) and the Australian Privacy Principles (APPs), as amended, replaced or superseded from time-to-time.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, hold, use and disclose 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 at www.probitas1492.com/privacy-policy-probitas-pacific

Personal Information

Information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not
- whether the information or opinion is recorded in a material form or not.

It includes Sensitive Information as defined in the Privacy Act which includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

Why We collect, hold, use and disclose Your Personal Information

The primary purpose for collecting, holding, using and disclosing Your Personal Information is to enable Us to provide Our insurance services to You or where reasonably necessary for or directly related to one or more of our insurance functions and activities (including but not limited to deciding whether to issue a **Policy**, determine the terms and conditions of the **Policy**, compiling data to help develop and identify other products and services that may interest clients, and handling claims). 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.

If You do not provide the personal information requested and/or do not provide Us with Your consent to collecting, holding, using or disclosing Your Personal Information as set out in this Privacy Statement, We may not be able to provide our insurance services (for example, Your insurance application may not be accepted) or You may be in breach of Your duty regarding disclosure to insurers.

How We obtain Your Personal Information

We collect Your Personal 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 or handling any complaint. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or your broker 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 where it is reasonably necessary for, or directly related to, the services we provide to You.

This can include the policyholder (where the insured person is not the policyholder, i.e. group policies) to joint policyholders, our related companies (and persons they rely on to provide their services), our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our **Business** and our alliance and other **Business** partners. They are prohibited from using Your Personal Information except for the specific purpose for which We supply it to them and We take such steps as are reasonable to ensure that they are aware of the provisions of Our Privacy Policy in relation to Your Personal Information.

These third parties which may be located outside of Australia (such as in the UK). 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. When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

When You give Us Personal Information about other individuals

In such a case We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant Personal Information to Us.

Your decision to provide Your Personal Information

In dealing with Us, You agree to Us collecting, using and disclosing Your Personal Information, which will be collected, 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 Us 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, or
- to seek access to, update or correct Your Personal Information held by Us.

DETAILS OF PROPOSER

1. a) Policyholder Name _____
 b) Trading Name _____
 c) ABN _____
 d) If you intend to claim an Input Tax Credit for the premium paid for this policy, please specify the percentage of the premium you will be claiming: _____ %
- Main Office Address _____
 Suburb _____ State _____ Postcode _____
 Website _____ Email Address _____
- How many business offices /locations does the Insured have (not including home offices)? _____
2. How long has the Policyholder continually carried on business? _____
3. a) During the past three (3) years has the:
- i) Name of the Policyholder changed? Y N
 ii) Policyholder acquired, merged or taken over any other Policyholder(s), or been acquired, merged or taken over by any other Policyholder(s)? Y N
- b) Are you a subsidiary of an overseas Parent? Y N
- If "Yes" to any of the above, please provide full details (use a separate sheet of your letter headed paper if insufficient room below), including confirmation of the position relating to past liabilities assumed by either party/ Policyholder(s).

4. Please provide details of the current partners/principals/directors of the Policyholder:

Name	Qualification(s)	Year Qualified	How many years as a partner/principal/director	
			This Practice	Prev. Practice

Use a separate sheet of your letter headed paper if insufficient room above.

5. Please provide details of current staff numbers:
- a) Partners/principals/directors _____
 b) Other qualified/technical personnel _____
 c) Administration & clerical personnel _____ Total \$ _____
6. Please provide an explanation of the Technology Products or Technology Services you provide?
 (Please use a separate piece of paper if required).

DETAILS OF THE BUSINESS

7. Please provide the total amount of the Policyholder's revenue for the following periods:

	Australia/NZ	Europe	USA/Canada	Rest of World
a) Previous financial year	\$	\$	\$	\$
b) Current financial year	\$	\$	\$	\$
c) Coming financial year (estimate)	\$	\$	\$	\$

REVENUE BY SECTOR

8. Please state the percentage of annual revenue attributable to the sectors below.

Sector	% of Annual Revenue
Chemical	%
Data Aggregation / Credit Reporting	%
Defence	%
Development of Building Projects	%
Education & Universities	%
Government or Local Authority	%
Manufacturing	%
Media and/or Film Production	%
Medical & Healthcare	%
Mining	%
Oil, Gas, Power (including Solar & Renewables) or Nuclear Generation	%
Retail	%
Trading Platforms / Payment Processing	%
Transportation including but not limited to Airports, Aerospace and Rail	%
Utilities	%
Other	%

REVENUE BY ACTIVITY

9. Please provide details as follows:

Activity	% of Annual Revenue
Blockchain Developer	%
Broadcasting / Streaming	%
Business Process Outsourcing (incl. data processing, maintenance or support services)	%
Cloud Service Provider: Infrastructure as a Service (IaaS)	%
Cloud Service Provider: Platform as a Services (PaaS)	%
Cloud Service Provider: Software as a Service (SaaS)	%
Crypto Currency/Digital Assets	%
Customer Experience Services / Engagement Services	%
Data Warehousing / Data Analytics	%
Games Developer	%
Games Publisher	%
Hardware Installation	%
Hardware Sales or Services	%
Internet Service Provider	%
IT Consulting	%
IT Security Consulting Services (Audits, Penetration Tests, Forensics)	%
IT Security Disaster Recovery Software	%
Managed IT Service Provider (e.g. Help Desk, Access Provisioning, General Device Management)	%
Managed Security Service Provider (e.g. Security Operations, Vulnerability Management)	%
Manufacturing or Design of Hardware or Related Products	%
Payment Gateway	%
Payment Processing	%
Pre-packed Software Development	%
Provision of Artificial Intelligence (AI) and Machine Learning Solutions (incl. Design and Development)	%
Recruitment & Staff Placement	%
Resale of Pre-packed Software Development by other	%
Social Media	%
Systems Integration	%
Telecommunications Services	%
Web Search Portal	%
Other (please specify below):	%

10. Do you anticipate any significant changes to the split of activities shown above? Y N

If yes, please provide further details:

11. What percentage of your business activities require physical installation / erection / construction of hardware or products? _____ %

IMPLEMENTATION OF YOUR ACTIVITIES

12. Is the failure, or delay in implementation of any product or service you provide likely to result in any of the following outcomes:

- | | | | | |
|--|--------------------------|---|--------------------------|---|
| a) Loss of life or injury to a person? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |
| b) Destruction or damage to physical property? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |
| c) Significant immediate financial loss to one customer? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |
| d) Significant immediate financial loss to several customers? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |
| e) Significant cumulative financial loss to one customer? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |
| f) Significant cumulative financial loss to several customers? | <input type="checkbox"/> | Y | <input type="checkbox"/> | N |

If you have answered yes to any of the above, please provide further details of how revenue would be impacted including estimated loss, customer churn and potential liability.

13. Please describe the scope of products or services provided to the following areas, as well as the percentage of revenue from each:

Area	Description	Percentage
Adult Content		%
Airlines, Airside and Airports		%
Drones or Unmanned Aerial Vehicles (UAVs)		%
Fire, Security or Other Emergency		%
Alarms / Sensors		%
Gambling		%
Lithium - Ion Batteries		%
P2P Platforms for Physical / Manual Activities		%
Satellites		%

YOUR PRODUCTS

14. Does the Policyholder manufacturer, maintain, alter, repair, re-package or import any goods or products? If yes, please provide details. If no, please proceed to question 17. Y N

15. Does the Policyholder conduct any of the following in relation to their products? If yes, please provide the percentage of revenue and details:

Area	Description	Percentage
Manufacture / Assembly		%
Construct / Install		%
Maintenance / Repair		%
Re-Package		%
Import + Country of Origin		%

16. Do you export any products? If yes, please provide the percentage of revenue and details: Y N

Location	Details	Percentage
USA	a) Percentage of Revenue	%
	b) Products Exported	%
Rest of World	a) Percentage of Revenue	%
	b) Countries of Export	%
	c) Products Exported	%

CONTRACT INFORMATION

CONTRACTS

17. a) How many customers do you currently have? _____
- b) What is the average size of your contracts? \$ _____
- c) What is the average contract duration? (months/years) _____

FIVE LARGEST CONTRACTS

18. Please provide the following information for your five largest contracts based on percentage of revenue generated in the last fiscal year:

Customer	Industry	Service/Product	Contract Value in \$AUD	% of Total Annual Revenue	Contract Length (mths/yrs)	Monetary Liability Cap Under Contract

CONTRACT RISK MANAGEMENT

19. In reference to your customer contracts, purchase orders or user agreements, are they or do they contain::
- | | | |
|--|----------------------------|----------------------------|
| a) Provided by written agreement? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| b) Customer Acceptance/Final Sign Off? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| c) Disclaimer of Warranties? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| d) Exclude consequential losses? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| e) Exclusive Remedy? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| f) Hold Harmless Agreements? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| g) Limitation of Liability? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| h) Limitation of liability that extends to actual or alleged breach of sensitive data? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| i) Force Majeure? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| j) Indemnification Clause? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| k) Payment Terms? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| l) Project Phases/Milestones? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| m) Network Interconnectivity | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| n) Data/Private Information rights/responsibilities? | <input type="checkbox"/> Y | <input type="checkbox"/> N |
| o) Provisions for the ownership of intellectual property? | <input type="checkbox"/> Y | <input type="checkbox"/> N |

Please add any relevant information:

20. Is legal review required for all modifications to standard contracts? Y N

21. Does the Policyholder ever negotiate contracts in which the Policyholder:

a) Accepts liability for consequential damage?	<input type="checkbox"/> Y	<input type="checkbox"/> N
b) Does not include a limitation of liability for consequential damages?	<input type="checkbox"/> Y	<input type="checkbox"/> N

If yes, please provide additional information below:

RISK MANAGEMENT

SUBCONTRACTORS

22. What percentage of your revenue derives from services delivered by subcontractors, contractors and labour hire? _____ %

23. Please describe services provided by subcontractors, contractors and labour hire:

24. Do you require subcontractors, contractors and labour hire to hold professional indemnity and general liability insurance? Y N

25. Do you maintain rights of subrogation against your subcontractors? Y N
If no, please provide details.

SYSTEMS DEVELOPMENT & MAINTENANCE

26. Which of the following quality control procedures are in place for software development:

- a) Documented and tested system/software development for others (e.g. documented project milestones and regular reviews)? Y N
- b) Do you use version control software tools that manage changes to software over time? Y N
- c) Development includes prototypes to allow for testing? Y N
- d) Alpha and Beta testing? Y N
- e) Pre-release/pre-dissemination testing to protect customers from malicious code, security vulnerabilities, bugs or problems? Y N
- f) A final test made with the customer present, and the requirement for customer signoff? Y N
- g) Internal post-project review process procedures? Y N
- h) Secure coding/Secure Software Development Framework (SSDF)? Y N
- i) Do you have controls in place to ensure that opensource code is secure and authentic? Y N
- j) Change control provisions to deal with changes and scope creep that is agreed and signed by both parties? Y N
- k) Written and formalised Quality Control Procedures (e.g. standard test and review plan)? Y N

PROCEDURES

27. Which of the following controls do you have in place:

- a) A product recall plan? Y N
- b) 24/7 Customer Support? Y N
- c) Mandatory product training for relevant employees? Y N
- d) Written logs of Complaints and Customer Downtimes? Y N
- e) Documentation and policy for responding to customer complaints or requests for changes, patches and updates or reports of product defects? Y N
- f) Immediate reporting to customers when information security events or vulnerabilities occur? Y N
- g) Timely release of security patches / code updates to address known vulnerabilities? Y N
- h) Continued support for any products or services that have been discontinued in the past three years? Y N
- i) Tracking of product versions that customers are using? Y N
- j) Prototype development protocols Y N
- k) Batch testing and recording Y N
- l) Manuals for the provision of safe product use Y N

Please add any relevant information:

INTELLECTUAL PROPERTY RIGHTS

28. Do you create original content and other intellectual property including but not limited to software, firmware and hardware? If yes, please detail your procedures to safeguard against infringing the intellectual property rights of others, using a separate sheet of your letter headed paper if insufficient room below. If no, proceed to the next section. Y N

29. Do you implement any of the following controls/procedures:

- a) A written policy distributed to all employees? Y N
- b) Searches conducted for all trademark and patents? Y N
- c) Acquisition of third-party rights via licenses releases or consents? Y N
- d) Indemnifications received from all licensors and suppliers? Y N
- e) Legal counsel is consulted prior to release of new products/services? Y N

Please add any relevant information:

ARTIFICIAL INTELLIGENCE (COMPLETE WHERE APPLICABLE)

30. Please detail the areas of your business you use Generative AI and how it is used i.e. content, research, customer service, decision making, product design (use a separate sheet of your letter headed paper if insufficient room below).

31. Do you conduct mandatory employee training? Y N

32. Do you review outputs from Generative AI for infringement of the following?

- a) Copyright? Y N
- b) Intellectual Property Rights? Y N
- c) Music Licensing Rights? Y N

33. Please provide contractual clarity on:

- a) Who retains intellectual property ownership of any data processed via the models, including prompt and output data?

b) Who holds liability for damages or losses arising from the use of the AI models?

c) What controls are in place to ensure the integrity of input data?

CYBER SECURITY INFORMATION

INFORMATION SECURITY ORGANISATION

34. Do you have a Data Protection Officer or someone in charge of Data Security? Y N

35. Do you administer a corporate wide policy governing security, privacy and acceptable use of company property for all employees? Y N

IDENTITY AND ACCESS MANAGEMENT

36. Which of the following do you use for Directory Services?

- Microsoft Active Directory
- Active Directory Federated Services (AFDS)
- Azure Active Directory (Azure AD)
- Google Workspace
- Okta
- Don't know / Other

37. Which of the following tools do you use for Identity Services?

- Microsoft Active Directory
- Active Directory Federated Services (AFDS)
- Azure Active Directory (Azure AD)
- Google Workspace
- Okta
- Don't know / Other

38. How do employees authenticate to remotely access your network?

- No remote access granted
- Multi Factor Authentication for part of the network but not all
- Single Factor Authentication
- Multi Factor Authentication with no exceptions

39. How do 3rd Parties/Vendors authenticate to remotely access your network?

- No remote access granted
 Multi Factor Authentication for part of the network but not all
 Single Factor Authentication
 Multi Factor Authentication with no exceptions

40. How many active accounts do you have in the following categories?

- a) Domain Admin Accounts _____
 b) Privileged Services Accounts _____
 c) Persistent Admin access to workstation/server _____

41. How do you protect user accounts with Privileged Access?

- Privileged accounts require MFA
 Managed Security Provider configures settings
 Privileged accounts are managed via a PAM Solution
 Privileged accounts can only be used from workstations with no internet access
 Don't Know
 Other - please detail below

TRAINING

42. Do you undertake (at least annually):

- a) Cyber security training for your employees Y N
 b) Phishing simulations Y N

ASSET MANAGEMENT

43. Do you have an inventory of all the assets including hardware, software & IoT devices used within your network?

- A defined and documented list of all assets
 A defined and documented list tied by importance to the business operations
 Don't Know
 None of the listed actions / Other – please detail below

44. How frequently is the inventory list updated:

- Automatically
 Annually
 Biannually
 Quarterly
 Never
 Don't know

45. How do you identify if systems, applications or software requires updating?

- We use a vulnerability scanning program which manages vulnerabilities across the enterprise
 We use external penetration tests
 We rely on our Managed Service Provider to alert us
 Don't Know
 Other – please detail below

46. How long do you take to apply high priority vendor patches?

- Within 24 hours
 24 – 72 hours
 3 – 7 days
 7 – 29 days
 >= 30 days
 We don't patch
 Other – please detail below

47. How much of your network is running without ongoing support?

- a) None; all assets are running on the latest vendor versions
 b) All our critical infrastructure runs on the latest version, but we have some (<= 15%) unsupported infrastructure
 c) We have unsupported infrastructure (>=15%) in our enterprise with mitigating controls
 d) We have unsupported infrastructure (>=15%) in our enterprise without any mitigating controls
 e) Our Managed Service Provider manages this aspect of our enterprise
 f) Don't know

EMAIL SECURITY

48. Please confirm that an email filtering system is used, and that the system is activated for all accounts. If no, please provide details below. Y N

SECURITY MONITORING

49. Do you have a Security Operations Program in place across your network?
- a) No, we have no way of monitoring our network
 - b) Yes, we have an internal SOC with 24/7 monitoring
 - c) Yes, we have a Security Operations Centre (SOC) but it's not 24/7 (either internal or externally provided)
 - d) Yes, we have an external SOC with 24/7 monitoring
 - e) Don't Know
50. If yes to the above, do you ingest and analyse security logs from your Domain Controllers? Y N
51. How long do you retain logs for?
- Less than 30 days 30 – 59 days 60 – 89 days 90 days or more Don't Know
52. Do you use an endpoint detection and response tool? If yes, please name vendor below. Y N

53. If you use an endpoint detection and response tool, does it apply to 100% of servers and endpoints? If no, to how many servers and endpoints does it apply? Y N

INCIDENT RESPONSE AND BUSINESS CONTINUITY

54. Do you have a documented and tested Incident Response Plan?
- a) No, we don't have a documented Incident Response Plan
 - b) Yes, we have a documented Incident Response Plan
 - c) Yes, we have a documented Incident Response Plan, and it was tested in the last 12 months
 - d) Yes, but we rely on our Managed Services Provider to invoke the plan
 - e) Don't Know
55. How long does it take you to triage and contain security incidents?
- <30 minutes 30 mins – 2 hours 2 – 8 hours 8 hours – 3 days >3 days Don't know
56. How long would it take you to restore the critical elements of your IT network?
- <5 hours 5 – 12 hours 12 – 24 hours 1 – 7 days >7 days Don't know
57. Do you have a documented and tested Disaster Recovery Plan?
- a) No, we don't have a documented Disaster Recovery Plan
 - b) Yes, we have a documented Disaster Recovery Plan
 - c) Yes, we have a documented Disaster Recovery Plan, and it was tested in the last 12 months
 - d) Yes, but we rely on our Managed Services Provider to invoke the plan
 - e) Don't Know
58. Where do you hold your backups?
- a) We don't back up
 - b) We have offline backups stored onsite.
 - c) We have offline backups stored offsite.
 - d) We back up daily to Cloud infrastructure or an alternate site
 - e) We keep our backups isolated and separate from our production domain
 - f) Our backups are immutable
 - g) Don't Know

DATA MANAGEMENT

59. Do you have a Privacy Policy? If yes, when was the policy last reviewed? Y N

60. How many records do you hold in the following categories?

Category	Australia/NZ	Europe	USA/Canada	Rest of World
Personal Information				

Sensitive Information			
Financial Information			
Health Information			
Employee Information			
3rd Party Corporate Information			

61. Do you encrypt your data?

- We don't encrypt our data
 All sensitive data is encrypted while in transit
 All our sensitive data at rest is encrypted
 All sensitive data on portable devices (phones, laptops and tablets) is encrypted
 Don't Know

62. Do you have a data retention and destruction policy?

- a) Yes, we have a data retention and destruction policy and purge unnecessary data at least annually
b) Yes, we have a data retention and destruction policy
c) Yes, we have a data retention policy only
d) No
e) Don't Know

63. Please detail your compliance with the any applicable privacy and security regulations including but not limited to PCI-DSS, GDPR, HIPPA, DORA, BIPPA or others.

OUTSOURCED SERVICE PROVIDERS

64. Please detail all elements of your IT operation outsourced to 3rd Parties:

Outsourced Service	Service Provider
Data Centre Hosting	
Cloud Computing	
Offsite Backup & Storage	
Network Management	
Managed Services Provider	
Desktop Management	
Payment Processing	
Other	

65. How often do you review/audit your engagement with Outsourced 3rd Parties?

- Never
 Biannually
 Annually
 Other – please detail below

CYBER CRIME

66. Do you have procedures in place to verify the receipt of inventory, supplies, goods or services (including new instructions and changes to existing instructions) against an invoice prior to paying a vendor? Y N

67. Do you require dual authorisations for payment or initiation of funds transfer over \$5,000? Y N

68. Does the insured have procedures in place to verify changes to banking information with a pre-determined phone number prior to making changes? If no, how does the insured verify the authenticity of vendors requests to change banking information? Y N

CLAIMS INFORMATION

PLEASE NOTE THAT THIS POLICY DOES NOT COVER KNOWN OR PRIOR CLAIMS OR CIRCUMSTANCES. PLEASE SEE THE IMPORTANT NOTICE AT THE FRONT OF THIS PROPOSAL FORM FOR MORE INFORMATION.

69. After enquiry of the Partners/Principals/Directors and employees, has the Policyholder, its subsidiaries or its predecessors in business suffered any of the following:
- a) The unauthorised disclosure or transmission of any confidential information for which you are responsible. Y N
 - b) Any intrusion of unauthorised access to, or unauthorised use of your computer system. Y N
 - c) Any accidental, negligent or unintentional act or failure to act by any employee or an employee of an Outsourced Service Provider whilst operating, maintaining or upgrading your computer system Y N
 - d) The suspension or degradation of your computer system for longer than 8 hours Y N
 - e) The inability to access your data due to such data being deleted, damaged, corrupted, altered or lost. Y N
 - f) Receipt of an extortion demand or security event Y N
 - g) Receipt of a claim in respect to anything noted in a) – f) above Y N
 - h) Any formal or informal action, investigation, inquiry or audit by a regulator arising out of your use, control, collection, storing, processing or mishandling of personal information. Y N
- If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

-
70. After enquiry of the Partners/Principals/Directors/Employees, has there been or is there now pending a claim against the Policyholder, its subsidiaries, its predecessors in business or its current or former Partners/Principals/Directors or employees for:
- a) civil liability arising out of the provision of Technology Products or Technology Services? Y N
 - b) any public or products liability? Y N
- If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

-
71. After enquiry of the Partners/Principals/Directors/Employees, is the Policyholder aware of any circumstance or incident which may give rise to a claim against the Policyholder or its Partners/Principals/Directors or employees for:
- a) civil liability arising out of the provision of Technology Products or Technology Services? Y N
 - b) public or products liability? Y N
- If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

-
72. After enquiry of the Partners/Principals/Directors and employees is the Policyholder aware of any prosecution or investigation (actual or pending) of the Policyholder or any Partner / Principal/Director or employees under any International, Commonwealth, State or Local statute, legislation, regulation or By Law? Y N
- If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).
-

DETAILS OF INSURANCE

73. Has the Policyholder ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional, General, or Cyber Liability Insurance Policy whether stand alone or packaged? Y N

If "Yes", please give details (use a separate sheet of your letter headed paper if insufficient room below).

74. Amount of Indemnity required:

<u>Professional Indemnity</u>	<input type="checkbox"/> \$1M	<input type="checkbox"/> \$2M	<input type="checkbox"/> \$5M	<input type="checkbox"/> \$10M	<input type="checkbox"/> Other \$
<u>Cyber</u>	<input type="checkbox"/> \$1M	<input type="checkbox"/> \$2M	<input type="checkbox"/> \$5M		<input type="checkbox"/> Other \$
<u>General Liability</u>		<input type="checkbox"/> \$5M	<input type="checkbox"/> \$10M	<input type="checkbox"/> \$20M	<input type="checkbox"/> Other \$

75. Amount of self-insured Retention you are prepared to carry:

<u>Professional Indemnity</u>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> Other \$
<u>Cyber</u>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000	<input type="checkbox"/> Other \$
<u>General Liability</u>	<input type="checkbox"/> \$1,000				<input type="checkbox"/> Other \$

STAMP DUTY SPLIT

76. For the purpose of calculating Stamp Duty please state the number of current staff (including directors/partners, full/part time and casual employees) located in each state:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

Please indicate those states in which the Policyholder is exempt from Stamp Duty application:

To verify your exemption status, a separate exemption certificate is required and needs to be attached for each state that is exempt.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NSW Small Business Stamp Duty Exemption:

- I confirm that the Policyholder is/will be a CGT small business entity (within the meaning of s 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth) for the income year in which the insurance is inceptioned or renewed and that I have obtained an exemption declaration which I am able to produce if requested to do so by the Chief Commissioner.

DECLARATION

PLEASE NOTE: SIGNING THE DECLARATION DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE.

I declare that I have made all 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 this proposal relates, I will give immediate notice thereof to the insurer.

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

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

Name: _____
 Title: _____
 Signature: _____
 Date: _____

GLOSSARY OF TERMS

Term	Meaning
Active Directory	a network service that identifies all resources on a network and makes them accessible to users and applications.
Active Directory Federated Services	software designed by Microsoft for the Windows operating system that provides users with a single sign-on for all applications and access points throughout the organisation.
Directory Services	the software systems used to store, organise and provide access to resources across your network.
Disaster Recovery Plan	a comprehensive plan used by a business to reinstate or resume operations once a cyber security event has taken place.
Domain Admin Accounts	accounts which allow authorised users to change and add users to resources such as applications and systems.
Domain Controllers (DC)	the centrepiece of an Active Directory. The DC is the server responsible for managing network and identity security requests ensuring the user is authorised to access the resources in the domain.
Identity Services	the software systems used to grant or deny user access to resources across your network
Incident Response Plan	a comprehensive plan used by a business to guide its response to cyber security threats or incidents.
Managed Security Provider	the outsourcing of business IT requirements (networking, infrastructure setup, security services, etc.) and functions to a 3rd party IT service provider.
Multifactor Authentication (MFA)	is a means of security in which access to a digital or physical resource requires more than one validation procedure. MFA usually requires knowledge of a password or PIN and possessing a passcode generated by a device separate from the one being accessed.
PAM Solution	Privileged Access Management software designed to manage, monitor and audit privileged domain and service accounts against unauthorised access or misuse.
Persistent Admin Access	user accounts which have been granted administrative privileges on one or more systems within a network or enterprise.
Privileged Service Accounts	local or domain accounts that are used by an application or service to interact with the operating system. This could include Domain Admin privileges.
Security Operations Centre (SOC)	a team or business unit responsible for the ongoing management of the Security Operations Program. Usually provided on a round-the-clock basis internally within an organisation or outsourced to a 3rd party.
Security Operations Program	a means of monitoring, detecting, analysing and responding to threats and security incidents which may affect the IT network.
Single Factor Authentication (SFA)	is a means of security in which access to a digital or physical resource requires only one validation procedure. SFA usually requires knowledge of a password or PIN only.

Probitas Syndicate 1492

Sydney Office
Level 1
44 Martin Place
Sydney Australia 2000

T: 1300 001 492
E: australia@probitas1492.com

London – Head Office
88 Leadenhall Street
London EC3A 3BP

T: 020 3972 5810
E: hello@probitas1492.com

Lloyd's Box
Box 230 & 230A, Gallery 2

T: +44 (0) 20 7327 3735

To make a claim
E: australiaclaims@probitas1492.com
P: 1300 011 492

www.probitas1492.com



SYNDICATE 1492
an Aviva company

