



# FTA Cyber Guard Proposal Form

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.

## **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](mailto:quotes@FTAinsurance.com.au) or by visiting our website [www.FTAinsurance.com.au](http://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  
PO Box 21  
Roseville NSW 2069  
Ph: 02 9003 1660  
Email: [quotes@FTAinsurance.com.au](mailto:quotes@FTAinsurance.com.au)  
Web site: [www.FTAinsurance.com.au](http://www.FTAinsurance.com.au)

## Section 1 – Insured Details:

### 1. Insured Details

Name of Insured	ABN	Date Established

### 2. Main contact details of Insured

Principal trading address	
Web site	

### 3. Number of employees split between the following:

Principals/Directors	Qualified Staff	Admin Staff	Other (pls specify)	Total

## Section 2 – Revenue, Records and Activities

### 4. Please confirm your revenue in each of the financial years derived from clients based in:

	Last Financial Year Ended __/__/__	Current Financial Year Ending __/__/__	Coming Financial Year Ending __/__/__
Australia			
US/Canada			
Elsewhere			
Total			

### 5. Do you process or store more than **750,000 personal records**? If so, please provide details.

### 6. Please give a percentage split totalling 100% of which state(s) generate the proposer's income.

NSW	Vic	Qld	WA	SA	Tas	ACT	NT	O/S	USA/Canada
%	%	%	%	%	%	%	%	%	%

### 7. Please provide full description of the activities undertaken by the proposer

### Section 3 - Cyber Risk Management (General)

1. Do you have one or more firewalls installed on your network boundary to restrict inbound and outbound traffic to unauthorised connections?

No  Yes

2. Do you have antivirus software installed on all computers that are connected to or capable of connecting to the internet, and are they configured to update automatically through the use of centrally managed deployment?

No  Yes

3. Do you update and apply security patches to software running on all computers and network devices that are connected to or capable of connecting to the internet in a timely manner (no later than 30 days after the update/security patch release)?

No  Yes

4. Is all business-critical data backed up at least once per week, and do you do annual restoration tests?

No  Yes

5. Do you encrypt all sensitive data stored on backup media and portable media devices?

No  Yes

6. Do you secure remote access to your network and data if applicable?

No  Yes

## Section 4 - Cyber Risk Management (Personal Information)

1. Do you (the organisation) have a written privacy policy?

No  Yes

2. Is the privacy policy made available to all customers?

No  Yes

3. Do you always obtain consent from customers when collecting their personal details?

No  Yes

## Section 5 - Cyber Risk Management (Security)

1. Do you have a designated a Chief Privacy Officer and a designated Chief Security Officer?

No  Yes

2. Do you enforce mandatory data protection training and mandatory IT security training to all employees?

No  Yes

3. Do you have a documented incident response plan for security breach events?

No  Yes

4. Is the incident response plan tested and updated at least every 12 months?

No  Yes

5. Do you have a documented information security policy?

No  Yes

6. Do you conduct annual audits of security controls including penetration testing?

No  Yes

7. Do you maintain logs of all administrative and operational actions and undertake a formal process of review for any suspicious activity?

No  Yes

## Section 5 - Cyber Risk Management (Security) Cont'd

8. Do you use one or more of the following –

- Data Leakage Prevention,
- Security Information and Event Management Solutions,
- Intrusion Detection Systems
- Managed DDOS Mitigation Service

No  Yes

9. Do you enforce a documented policy for the revocation of access rights for terminated employees?

No  Yes

10. Do you enforce a password policy that ensures all default passwords are changed and a minimum defined password standard applies?

No  Yes

11. Do you operate a system of data categorisation that incorporates data access rights and applies segregation to the business-critical data?

No  Yes

12. Do you have a documented business continuity and disaster recovery plan covering loss of system/data functionality, and have these been tested in the last 12 months?

No  Yes

## Section 6 - Cyber Risk Management (Media)

1. Do you (the organisation) follow a process to screen all content for copyright infringement, trademark infringement or defamatory statements?

No  Yes

## Section 7 – Cyber Insurance Coverage (Crime)

1. Do you (the organisation) have a procedure in place to authenticate the validity of instructions to direct funds to a third-party bank account

No  Yes  If Yes please provide details

2. Do you (the organisation) have a procedure in place to authenticate the validity of instructions to change the banking details of a supplier or other third-party?

No  Yes  If Yes please provide details

3. Do you (the organisation) always keep a record of the authentication given for validating instructions to direct funds to a third-party bank accounts or change banking details?

No  Yes

4. Do you (the organisation) provide training to the finance department employees to raise awareness of the social engineering risk in funds transfers?

No  Yes

## Section 8 – Cyber Insurance Coverage (PCI)

1. Are you (the organisation) compliant with the latest version of the Payment Card Industry Data Security Standard?

No  Yes

2. **\*For Merchant Levels 2, 3 and 4 Compliance\*** Have you (the organisation) completed all applicable PCI DSS self-assessment questionnaires and provided attestation of compliance within the past 12 months?

No  Yes

3. **\*For Merchant Level 1\*** Do you (the organisation) hold a valid Annual Report on all Compliance (“ROC”) provided by a Qualified Security Assessor?

No  Yes

## Section 9 – Insurance Coverage

1. Does the proposer currently have Cyber Liability Insurance policy in force?

No  Yes  If Yes please provide details

Insurer	Limit	Excess	Expiry Date	Number of years continuously held in force

2. Has any proposal for similar insurance made on behalf of the proposer’s business, any predecessor of the business, or any principal, partner or director ever been declined or has such insurance ever been cancelled, renewal refused, or any special terms imposed (other than general market increases)?

No  Yes  If Yes please provide details

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3. Please provide me with quotes for the following Limits of Liability:

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> \$250,000   | <input type="checkbox"/> \$2,000,000  |
| <input type="checkbox"/> \$500,000   | <input type="checkbox"/> \$5,000,000  |
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$10,000,000 |

## Section 5-Claims Information

8. After full enquiry, has any claim been made by the proposer or against the proposer’s business or any principal, partner, director, or employee whilst in this or any other business for risks which this cover is sought?

No  Yes  If Yes please provide details (please use a separate page if necessary)

Date Notified	Insurer	Claimant (or potential Claimant)	Brief Description	Amount paid including legal costs	Estimate of amounts to be paid	Finalised or open

9. After full enquiry is the proposer aware of any circumstance or incident which might have or could result in any claim being made by the proposer or against the proposer's business, or any principal, partner, director, or employee whilst in this or any other business for risks for which this cover is sought?

No  Yes  If Yes please provide details

## Section 5 Declaration

10. 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.

**X**

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Name and Position of person signing:

Date