

# CYBER LIABILITY INSURANCE APPLICATION FORM DESIGNED EXCLUSIVELY FOR LAWYERS WHO MAINTAIN PROFESSIONAL INDEMNITY INSURANCE WITH LPLC

## COMPLETING THE PROPOSAL FORM

- Insurers require information from you to decide whether to accept the risk of insurance and, if so on what terms. This information is compiled by means of completing a Proposal Form.
- Please read the enclosed Important Notices before completing this Proposal Form.
- Please answer all questions giving full and complete answers. It is important that all information is clear, factual and no information that could affect insurance terms is withheld.
- Where there is insufficient space to answer a question please answer on an attached separate sheet.
- Blanks and/or dashes, or answers 'known to insurers or brokers' or 'N/A' are unacceptable and may delay placement of your insurance.
- Upon completion, please print, sign and date the form before sending back to Marsh.
- If you have any doubts about completing this Proposal Form, please contact Marsh.
- **The rates in this form are indications for businesses with less than \$25,000,000 in revenue. Should your business revenue be above this, please do not complete this form and contact Marsh to discuss further options.**

## A. General Information

Full Business Name of Applicant: \_\_\_\_\_

Head Office Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Website Address: \_\_\_\_\_ Date Established: DD/MM/YYYY

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

## B. Risk Information

Revenue for the past 12 months: \_\_\_\_\_ \$

Approximate number of Personally Identifiable Information (PII) or sensitive information records held electronically: \_\_\_\_\_

LPLC Professional Indemnity Firm Number: \_\_\_\_\_

Number of employees: *(If less than 10 please skip to Part B.v. below)* \_\_\_\_\_

We confirm that the Applicant and all subsidiaries:

- i. Has a security policy that identifies and stipulates the types and levels of protection for all of the Applicant's information assets, whether electronic of otherwise and whether held by the Applicant or by a person or organisation providing services to the Applicant.  Yes  No
- ii. Conducts penetration testing of the systems and actively monitor network traffic to regularly identify and assess new threats and adjust the security policy (and protection procedures) to address the new threats.  Yes  No
- iii. Conduct back-up and recovery procedures on all sensitive and financial data on at least a weekly basis.  Yes  No
- iv. Conducts patching of software systems on a regular basis.  Yes  No
- v. Requires password access to all company systems and devices.  Yes  No

If any of the answers to Part B. are 'No' please provide information on why these measures are not undertaken, whether there are any plans to commence with any of these, or any mitigation undertaken as a substitute for these measures:

## C. Previous Cyber Incident

We confirm that the Applicant and all subsidiaries:

- i. Has not experienced a security breach or been required or compelled to notify customers or other third parties of the release of sensitive data.  Yes  No
- ii. Has not given notice under the provisions of any prior or current cyber policy or similar insurance of facts or circumstances which might give rise to a claim that would fall within the scope of that cover.  Yes  No

If any of the answers to Part C. are 'No' please provide more information, including details of the incident, the direct financial impact to your business and measures taken to prevent the incident from occurring again:

## D. Stamp Duty

Please state total estimated % revenue generated in the following states and overseas:

NSW	VIC	ACT	QLD	SA	WA	TAS	NT	O/S
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## E. INDICATION MATRIX

ANNUAL FEES:	OPTION 1: \$1,000,000	OPTION 2: \$2,000,000	OPTION 3: \$5,000,000	RETENTION	TIME RETENTION
\$0 - \$200,000	\$1,199.00	\$1,683.00	N/A	\$1,000	8 hours
\$200,001 - \$500,000	\$1,380.50	\$1,683.00	N/A	\$1,000	8 hours
\$500,001 - \$1,000,000	\$1,804.00	\$2,015.75	N/A	\$1,000	8 hours
\$1,000,001 - \$5,000,000	\$2,227.50	\$2,530.00	\$5,555.00	\$2,000	8 hours
\$5,000,001 - \$10,000,000	\$2,772.00	\$3,377.00	\$6,462.50	\$3,500	8 hours
\$10,000,001 - \$25,000,000	\$3,733.95	\$4,708.00	\$7,975.00	\$5,000	8 hours

This Cyber Enterprise Risk Management Insurance Policy is underwritten by Chubb Insurance Australia Limited ('Insurer'). The indicative prices are only applicable to firms with less than \$25,000,000 turnover and based on receipt of a completed Application Form and only yes responses to

questions in section B and C above. Any negative response in this Application Form will result in a referral to the Insurer and will be subject to their standard underwriting guidelines which may include higher rates or the insurer declining to underwrite the risk.

The above indication matrix is for a 12 month policy period. All figures unless otherwise stated are in Australian dollars and inclusive of GST, a 10% stamp duty rate and a Marsh documentation fee. The total payable may vary depending on the applicable statutory charges by state.

The limits stated above are aggregate; some sublimits apply. Coverage is subject to the full terms and conditions of a formal quotation and the policy wording.

## F. COVER REQUESTED

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Limit of Indemnity (aggregate): \$ \_\_\_\_\_

Indicative Total Payable: \$ \_\_\_\_\_

Upon receipt of a completed Application Form Marsh will obtain a formal quotation from the insurer for your consideration. Please note that completion of this form in no way constitutes provision of insurance coverage until such time as a formal quotation has been provided and you have accepted this.

## G. Declaration

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PLEASE NOTE: SIGNING THE DECLARATION DOES NOT BIND THE PROPOSER NOR THE INSURER TO COMPLETE THIS INSURANCE.

The Proposer completing this Application Form represents that every effort has been made to facilitate the proper and accurate responses given in completion of this Application Form and confirms that the statements and particulars given are true and complete and that no material facts have been omitted, misstated or suppressed. The Proposer agrees that should any of the information given alter between the date of this Application Form and the inception date of the insurance to which this Application Form relates, they will give immediate notice thereof to Marsh and/or the insurer in writing, and acknowledges that the insurer may withdraw or modify any outstanding quotations and/or authorisation or agreement to bind insurance.

The Proposer acknowledges receipt of the Important Notices contained in this Application Form and that they have read and understood the content of them.

The Proposer consents to Marsh and insurers collecting, using and disclosing personal information as set out in the Privacy Collection Notice in the Important Notices contained in this Application Form.

The Proposer confirms that they are authorised by the Policyholder (and its partners/principals/directors if applicable) applying for this insurance 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) applying for this insurance.

Full Name: \_\_\_\_\_ Position \_\_\_\_\_

Signature: \_\_\_\_\_ Date: DD/MM/YYYY

ONCE COMPLETED, PLEASE RETURN THIS FORM TO [cyberviclegalpractitioners@marsh.com](mailto:cyberviclegalpractitioners@marsh.com)

## IMPORTANT NOTICES

**BEFORE INSTRUCTING US TO ARRANGE YOUR INSURANCE, PLEASE READ THESE NOTICES AND CONTACT US IMMEDIATELY IF YOU HAVE ANY QUESTIONS OR NEED TO MAKE A DECLARATION. THESE IMPORTANT NOTICES DETAIL:**

- YOUR RIGHTS AND OBLIGATIONS WHEN ENTERING INTO CONTRACTS OF GENERAL INSURANCE
- WHO TO CONTACT AT MARSH SHOULD YOU HAVE PROBLEMS WITH ANY OF OUR SERVICES
- HOW WE MANAGE YOUR PERSONAL AND PRIVATE INFORMATION

### **YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE SUBJECT TO THE INSURANCE CONTRACTS ACT**

Before you enter into an insurance contract, you have a duty to tell the insurer anything you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- Reduces the risk they insure you for; or
- Is common knowledge; or
- They know or should know as an insurer; or
- They waive your duty to tell them about.

#### **If you do not tell the insurer something**

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### **DISCLOSURE – SUBSIDIARY & ASSOCIATED COMPANIES**

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

### **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 honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

### **ESSENTIAL READING OF POLICY WORDING**

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

### **CHANGE OF RISK OR CIRCUMSTANCE**

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- Mergers or acquisitions
- Changes in occupation or location,,
- New products or services, or
- New overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

**Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.**

## SUBROGATION

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

## TRADE SANCTIONS

Marsh is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

## PRIVACY NOTICE

Marsh Pty Ltd (ABN 86 004 651 512 AFS licence number 238 983) and our associated entities value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy at the Legal Notices section of [www.marsh.com.au](http://www.marsh.com.au). Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons, which include:

- A person authorised by you;
- A third party such as your employer;
- Our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- Insurers, reinsurers; other insurance intermediaries and premium funders;
- Persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers; or
- Government bodies, regulators, the Financial Ombudsman Service, law enforcement agencies and any other parties where required or authorised by law.

Marsh may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give Marsh personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By continuing to engage us, you confirm that you have read this Notice and the Marsh Privacy Policy available on our website and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information related to your application for insurance in accordance with those terms, including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are outlined in the Privacy Policy and Notices). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com) | Phone – (02) 8864 7688  
Post – PO Box H176, Australia Square NSW 1215

#### CLAIMS MADE DURING THE PERIOD OF INSURANCE

This policy provides cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

#### RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

#### EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an "occurrence" basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

#### NOT A RENEWABLE CONTRACT

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

#### MARSH PTY LTD

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**About Marsh:** A global leader in insurance broking and innovative risk management solutions, Marsh's 30,000 colleagues advise individual and commercial clients of all sizes in over 130 countries. Marsh is a wholly owned subsidiary of Marsh & McLennan Companies (NYSE: MMC), the leading global professional services firm in the areas of risk, strategy and people. With annual revenue over US\$14 billion and nearly 65,000 colleagues worldwide, MMC helps clients navigate an increasingly dynamic and complex environment through four market-leading firms. In addition to Marsh, MMC is the parent company of Guy Carpenter, Mercer, and Oliver Wyman. Follow Marsh on Twitter @MarshGlobal; LinkedIn; Facebook; and YouTube, or subscribe to *BRINK*.

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