CHUBB®

PremierTech PI, Cyber and General Liability

Proposal Form

Completing This Proposal Form

- Please read the "Statutory Notice" before completing this proposal form.
- 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 of its Subsidiaries.
- Items listed in green are defined terms in Glossary of Defined Terms on page 7

I. Company Information

Company name: (please also list all subsidiary companies and your parent company, if applicable):

Principal Address (Street, City, Country & Postcode):

Year Established		Number of Employees		Number of Locations you currently own or lease	
Website URL					

II. Turnover

Please complete the table below to reflect your global turnover:

	Domestic	USA/Canada	Rest of World	Total
Prior complete financial year	$	$	$	$
Estimated current year	$	$	$	$
Estimated following year	$	$	$	$
Please detail percentage of global turnover you generate from online sales:				%

Provide the approximate percentage of your revenue applicable to each State, Territory and Overseas:

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S
%	%	%	%	%	%	%	%	%

III. Limit of Insurance

1. Please provide details of your current insurance policies (if applicable)

Coverage	Limit	Excess	Premium	Insurer	Retroactive Date (MM/DD/YYYY)
Technology E&O	$	$	$		
Cyber	$	$	$		
General Liability	$	$	$		

2. Please indicate the limits for which you would like to receive a quote

Technology E&O (professional indemnity)	☐ $1m	☐ $2m	☐ $5m	☐ $10m	☐ Other $
Intellectual Property	☐ $250,000	☐ $500,000	☐ $1m	☐ $2m	☐ Other $
Cyber First Party (Incident Response)	☐ $250,000	☐ $1m	☐ $2m	☐ $5m	☐ Other $
General Liability	☐ $5m	☐ $10m	☐ $20m	☐ Other $	
Please select your desired excess:					
Professional Indemnity	☐ $5,000	☐ $10,000	☐ $25,000	☐ $50,000	☐ Other $
Cyber	☐ $5,000	☐ $10,000	☐ $25,000	☐ $50,000	☐ Other $
General Liability	☐ $1,000		☐ Other $		

IV. Activities

1. Business Activities

Please provide a clear description of your products and services, including all work performed by subsidiary companies:

2. Turnover by business activity

a. Please categorise your business activities and indicate the approximate percentage of turnover from each.

Type of Product or Service	%	Type of Product or Service	%	Type of Product or Service	%
Consulting		Systems Integration Projects		Advertising	
Software Application Development		Payment Processing		Manufacturing own product	
Custom Software Development		Fintech		Contract Manufacturer	
Managed Services		Artificial Intelligence		Data Centre Operations	
Cloud Services (SaaS, PaaS)		Enterprise Software Development, Consulting & Integration		Maintenance Services	
Internet Service Provider		Telco services		Recruitment & Staff Placement	
Other:		Other:		Other:	
Other:		Other:		Other:	
Other:		Other:		Other:	

b. Please describe your consulting activities:

c. Please describe the scope of products or services provided to the following areas, as well as the percentage of turnover from each.

Application of Products or Services	Description of Products or Services	% of Annual Turnover
Adult Content (producers, hosting, distributors etc)		
Airlines and Airports		
Data Aggregators		
Gambling		
Government		
Military Guidance Systems		
Public Transportation		

Application of Products or Services	Description of Products or Services	% of Annual Turnover
Online Exchanges and Trading Platforms		
Satellites		
Social Media		
Utilities / Energy Producers		

d. Please describe any planned changes to the nature or functionality of your core products, services, or business strategy/activities in the next 12 months. This should include any new projects or new customer segments that you anticipate servicing. If there are no planned changes please put "none".

3. Acquisitions

Have you made any acquisitions in the past 18 months?	☐ Yes ☐ No

a. If **Yes**, please provide a description.

4. Financial Results

Over the past 4 years, how many years did you post a positive net income	☐ 0	☐ 1	☐ 2	☐ 3	☐ 4

V. Contract and Risk Management

1. Please detail your five largest contracts in the past three years.

Client Name	Nature of Work Description	Total Contract Value	Start date (MM/DD)	End date (MM/DD)	Development Work Period (if applicable)	Deployment Work Period (if applicable)	Maintenance Work Period (if applicable)
		$			months	months	months
		$			months	months	months
		$			months	months	months
		$			months	months	months
		$			months	months	months

2. Typical size of active contract			$
3. Typical length of active contract			months
4. Percentage of fixed price contracts		☐ Less than 50%	☐ More than 50%
5. What percentage of the time do you use your standard contract template	☐ Less than 50%	☐ Less than 80%	☐ More than 80%
6. Does qualified legal counsel review all critical contracts, such as critical vendor contracts, boilerplate standard customer contracts, and any substantially customised or deviated contracts for larger customers?			☐ Yes ☐ No

7. What percentage of contracts do you cap your liability?

Below contract value	%	At contract value	%	More than contract value	%

8. Approximately what percentage of your customer contracts, purchase orders, or user agreements contain:

a. Hold harmless or indemnity agreements insuring to the benefit of the applicant?	%
b. Hold harmless or indemnity agreements insuring to the benefit of the customers?	%
c. Formalized change order processes requiring signoff by both parties?	%
d. Conditions for customer acceptance of products/services?	%

e. Acceptance of consequential damages?	%
f. Provisions for liquidated damages?	%
g. Provisions for the ownership of intellectual property?	%
h. A dispute resolution/arbitration process?	%
i. Limitation of liability provisions that extend to actual or alleged breach of sensitive records?	%
j. Provisions to address the obligations to notify affected persons or organisations following an actual Data Breach?	%
9. In what percentage of the time do you use a standard global contract template which is amended for applicable local laws and provisions in each country?	%
10. Have you taken on any contracts for projects that the customer previously terminated with another party?	☐ Yes ☐ No

If **Yes**, please provide a description:

VI. Subcontractors

1. What percentage of your annual turnover will be subcontracted to others?	%

2. Please describe the work that you subcontract to others:

3. Do you require subcontractors to carry professional indemnity insurance?	☐ Yes ☐ No
4. Do you require subcontractors to carry public and product liability?	☐ Yes ☐ No
5. Do you maintain full subrogation rights against your subcontractors?	☐ Yes ☐ No

VII. Consequential Loss

1. Please select the likely result of a failure of your products or services or delay in their implementation. *Choose all that apply*

☐ Loss of life or injury	☐ Immediate and large financial loss	☐ Damage or destruction of property
☐ Significant cumulative financial loss	☐ Insignificant loss	

Please provide detail for any selected items above:

VIII. Quality Controls

1. Do you have a formal procedure for documenting problems, downtime, and responding to customer complaints and feedback?	☐ Yes ☐ No
2. Do you have a written and formalised quality control programme?	☐ Yes ☐ No

3. What industry standards do you work with in the delivery of your products and services? Please list below.

4. For custom software development and systems integration projects:

a. Do you have systems development methodology in writing?	☐ Yes ☐ No
b. Are there change control provisions to deal with changes and scope creep made and signed by both parties in writing?	☐ Yes ☐ No
c. Is there a formal customer acceptance process upon delivery of your products and services?	☐ Yes ☐ No

5. If you manufacture or have a third party manufacture on your behalf, do you, or a third party manufacturing on your behalf, have quality control procedures such as: • Formalised, written quality control plans • Production design sign off Acceptance and sign off procedures for statements of work or contracts • Prototype development protocols • Batch testing	☐ Yes ☐ No

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, dedit 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
If **Yes**, please indicate the level of PCI DSS compliance	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Not Compliant

Intellectual Property and Media

1. Do your intellectual property protection or compliance procedures include the following:	
a. Formal procedure to safeguard against infringing the intellectual property rights of others	☐ Yes ☐ No
b. Searches conducted for all trademark, copyright and patent applications	☐ Yes ☐ No
c. Release or consent sought from third party right owners where content is not your own	☐ Yes ☐ No
d. Legal counsel is consulted prior to release of all new products	☐ Yes ☐ No
e. Legal counsel review of all content prior to publication	☐ Yes ☐ No
2. What percentage of your turnover is derived from your own products or your own software that are:	
a. less than three years old	%
b. three to five years old	%
c. over five years old	%
3. Do all new employees and "work for hire" contractors acknowledge that use of a previous employer's or client's intellectual property, know-how, and trade secrets is strictly prohibited?	☐ Yes ☐ No
4. Have your privacy policy, terms of use, terms of service and other customer policies been reviewed by legal counsel?	☐ 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	☐ Firewalls & Antivirus	☐ Business continuity plan
☐ Dedicated staff member governing IT	☐ Vulnerability scans	☐ Disaster recovery program
☐ Formal privacy policy approval by legal counsel	☐ 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	☐ Multi-factor authentication	

Governance	Protections	Business Continuity
☐ Use of Threat Intelligence	☐ External penetration testing at least annually	
☐ Access Management	☐ Software patches and updates	
Other, please describe:		

Systems

1. **Criticality of Information Systems** - 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	>12 hours	>24 hours	Other
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

2. Do you perform assessments or audits to ensure third party 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

IX. Loss History

1. Have you ever experienced any actual or potential General Liability Claims, E&O Claims, Media Claims, Data Breaches, or Cyber Incidents in the past three years? ☐ Yes ☐ No

   a. If **Yes**, please provide:

   Description of any claims/incidents and date of occurrence:

   Description of the financial impact:

   Mitigating steps you've taken to avoid similar future events:

2. Are you aware of any notices, facts, circumstances, or situations which may give rise to any General Liability Claims, E&O Claims, Media Claims, Data Breaches, or Cyber Incidents? ☐ Yes ☐ No

   a. If **Yes**, please provide additional details:

Declaration

The undersigned authorised officer declares that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter 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 Named Insured, to effect insurance, the undersigned agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Named Insured and all of its subsidiaries, acknowledge that the Statutory Notice contained herein has been read and understood.

Name of Director, Officer, or Risk Manager:	
Signature:	
Date:	

Please enclose with this proposal form:
☐ A copy of your standard contract template ☐ A copy of your largest active, non-standard contract ☐ Your most up-to-date financial statement

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/cyber-services

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 defined as “An incident where sensitive personal or corporate confidential information has been taken, lost, or viewed by an unauthorised party.”

An **E&O Claim** includes any failure of your product or service that’s provided to any of your customers, resulting in a financial loss.

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.

Entire Agreement Clause defined as “A clause declaring that the contract encompasses the whole agreement between parties and prevents the parties from relying on any preceding verbal or written agreements.”

Exports defined as “Turnover generated by your company located outside of the USA or Canada, for a customer located in the USA or Canada.”

A **General Liability Claim** includes any claims for bodily injury, personal injury and property damage including product liability or product recall claims.

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

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

Outsourced Technology Partners include Cloud Services, Website Hosting, Collocation Services, Managed Security Services, Broadband ASP Services, Outsourced Services, Internet Communications Services, Credit Card Processing, Anti-Virus Software, Firewall Technology, Intrusion Detection Software and other providers such as Human Resources, Payroll, Point Of Sale.

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.

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).

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 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 Us using and disclosing 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 to:

Email: CustomerService.AUNZ@chubb.com
Fax: +61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint
If You have a complaint or 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.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
www.chubb.com/au

Chubb. Insured.℠