

PROPOSAL FORM ➔

Cyber Proposal Form - Micro Limits - \$0-\$7.5M Revenue

EXTF213

Insured Name

Insured Name _____

Trading Name _____

Client Website URL _____

ABN _____

Insured Location _____

Insured Details

Annual Revenue \$ _____

Type of Trade _____

Do you conduct business in more than one state? Yes ☐ No ☐

Do you generate any revenue from subsidiaries or overseas? Yes ☐ No ☐

If 'Yes', please provide more information below

Is your business a franchisor or a franchisee? Yes ☐ No ☐

If 'Yes', please provide more information below

Have you suffered any loss or has any claim been made against you or are you aware of any matter that is reasonably likely to give rise to any loss or claim in the last 36 months where you would seek an indemnity from our cyber insurance policy? Yes ☐ No ☐

If 'Yes', please provide more information below

Policy Period

Policy Inception Date ____/____/____

Policy Expiry Date ____/____/____

	☐ Option 1	☐ Option 2	☐ Option 3
Policy Limit	\$25,000	\$50,000	\$75,000
Funds Transfer Fraud Limit	\$5,000	\$5,000	\$10,000
Retention	Nil	Nil	Nil

Please note Funds Transfer Fraud Limits and Retentions are fixed for each Policy Limit above and can not be adjusted.

PROPOSAL FORM ➔ Declaration and Signature

Please read carefully the following important information before signing:

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.

Privacy

In this statement "we", "us" and "our" means Lloyd's and ATC Insurance Solutions (ATC) as its agent.

We are bound by the requirements of the *Privacy Act 1988* (Cth), the *Privacy Amendment (Private Sector) Act 2000* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*. This sets out standards on the collection, use, disclosure and handling of personal information.

Our Privacy Policy is available at www.atcis.com.au or by calling 03 9258 1777.

We, and our agents, need to collect, use and disclose your personal information in order to consider your application for insurance and to provide the cover you have chosen, administer the insurance and assess any claim. You can choose not to provide us with some of the details or all of your personal information, but this may affect our ability to provide the cover, administer the insurance or assess a claim.

We may disclose your personal information to third parties (and/or collect additional personal information about you from them) who assist us in providing the above services and some of these are likely to be overseas recipients in the United Kingdom. These parties which include our related entities, distributors, agents, insurers, claims investigators, assessors, lawyers, medical practitioners and health workers, and federal or state regulatory authorities, including Medicare Australia and Centrelink will only use the personal information for the purposes we provided it to them for (unless otherwise required by law).

Information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from your representatives or co-insureds). If you provide information for another person you represent to us that:

- you have the authority from them to do so and it is as if they provided it to us;
- you have made them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

You are entitled to access your information and request correction if required. You may also opt out of receiving materials sent by us by contacting ATC on (03) 9258 1777 or write to us at the address given on page 1.

Claims made during the period of insurance

This policy provides cover on a "claims made" basis, which means that claims first advised to you (or made against you) during the period of insurance are covered, irrespective of when the incident causing the claim occurred. When you give notice in writing to us of facts that might give rise to a claim against you and you give that notice as soon as reasonably practicable after you become aware of those facts but before the cover provided by your insurance contract with us expires, we cannot refuse to cover you by reason only of the fact that the claim against you is actually made after that expiry date.

Subrogation

This policy contains provisions which have the effect of excluding or limiting the insurer's liability in respect of a loss where you have prejudiced the insurer's rights of subrogation where you are a party to an agreement which excludes or limits insurer's rights to recover the loss from another party. You are hereby notified of the effect of these provisions.

Declaration

I/We represent that the above statements and facts are true and that no material facts have been suppressed or misstated.

Furthermore, I/we

- 1. have either completed all of the questions on this form personally or they have been completed by someone else on my/our behalf and the answers have been checked for fullness and accuracy by me/us**
- 2. have read and understood the information concerning the duty of disclosure and all other important notices;**
- 3. agree to ATC Insurance Solutions obtaining from my/our previous insurer(s) any information it may need about my/our claims or insurance history;**
- 4. agree to ATC Insurance Solutions making enquiries from any third party to verify my/our claims history and other information disclosed herein or statements made by myself/ourselves in making this application;**
- 5. agree to ATC Insurance Solutions disclosing to any insurance intermediary appointed or to any former or future insurer of myself/ ourselves the claims history or any other information as may be determined;**
- 6. have received and read a full copy of the Product Disclosure Statement for this insurance with this application form.**

If insufficient space is provided on this proposal in respect of any questions contained on the proposal, please attach a sheet of paper containing the additional information, noting the relevant question number and sign and date such attachment.

I/We declare that the answers given herein are in every respect true and correct and that

I/We have not withheld any information likely to affect the acceptance of the Proposal.

I/We have read and understood the Proposal and the Policy conditions.

Signature_____

Name _____

Date ____/____/____