CHUBB®

PremierTech PI, Cyber and General Liability

Proposal Form

Completing This Proposal Form

- Please read the "Statutory Notice" before completing this proposal form
- **This Proposal Form is for Businesses with revenue of more than $10m**
- 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 as those terms are defined in the PremierTech2 Policy wording
- Items listed in red are defined terms in Glossary of Defined Terms on page 11

I. Company Information

1. Company Name					
2. Principal Address		3. Year Established			
		4. Number of Employees	Total		USA Only	
		5. Number of Locations	Total		USA Only	
6. Website URLs):					
7. Please provide contact details for the client's CISO or other staff member who is responsible for data and network security:					
Name: (first and surname)		Email			
Role:		Phone			
8. Are you a subsidiary, franchisee, or small entity of a larger/parent organisation?		☐ Yes ☐ No			
a. If yes, please provide details and answer the following questions:					
b. Is there any system connectivity with the entity which you are a subsidiary or franchisee of?		☐ Yes ☐ No			
c. Do you share any data with the entity which you are a subsidiary or franchisee of?		☐ Yes ☐ No			
If yes, please detail?					
d. Does the entity which you are a subsidiary or franchisee hold insurance policies which you are entitled to claim under?		☐ Yes ☐ No			
If yes, please detail?					

II. Acquisitions

Have you made any acquisitions in the past 18 months?	☐ Yes ☐ No
a. If Yes, please provide a brief description below. Note there may be a supplementary form required.	

III. Turnover

Please complete the table below to reflect your global turnover:

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

IV. Financial Results

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

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

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

V. Limit of Insurance

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

Coverage	Limit	Excess	Premium	Insurer	Retroactive Date (DD/MM/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	☐ $1m	☐ $2m	☐ $5m	☐ Other $	
General Liability	☐ $5m	☐ $10m	☐ $20m	☐ Other $	

Please select your desired excess:

Technology E&O (Professional Indemnity)	☐ $10,000	☐ $25,000	☐ $50,000	☐ $100,000	☐ Other $
Cyber	☐ $10,000	☐ $25,000	☐ $50,000	☐ $100,000	☐ Other $
General Liability	☐ $1,000		☐ Other $		

VI. 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	Current year %	Next year %
Consulting		
Application Software Providers		
Custom Software Development		
Specialty Programming or Services		
Pre-packaged Software (COTS)		
Software as a Service (SaaS)		
Valued Added Reselling and integration work		
Valued Added Reselling with no integration work		
Contract Manufacturer		
Manufacturer own product & Hardware Assembly		
Managed Security Service Provider (MSSP)		
Cyber Security Services		
Managed Service Provider (MSP)		
Outsourcing/Hosting		
Data Processing		
Data Centre Operations		
Network/telecoms Hardware		
Networking services		
Systems Integration		
Payment Processing		
Platform as a Services (PaaS)		
Infrastructure as a Service (IaaS)		
Internet Service Provider		
Product or Services Training		
Recruitment and Staff Placement		
Broadcasting /Streaming		
Other:		

b. Please describe your consulting activities:

c. 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".

d. 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		
Fire, security or other emergency applications		
Gambling		
Government or Local Authority		
Military/Defense		
Private Healthcare Organisations		
Oil, Gas, Power or Nuclear Utilities		
Satellites		
Social Media		
Trading Platforms/Online Exchanges/ Cryptocurrency		
Transportation		

VII. Contract and Risk Management

1. Please detail your five largest contracts in the past three years, considering the following 3 contracts periods:

#1 The Development Work period is that part of the deliverables & milestones noted in a contract relating to planning, design, build, development and testing but prior to migration/deployment, transition, operation, maintenance or support including updates and patches;

#2 Migration/Deployment period is services similar to migration of 'on premise' systems into a cloud infrastructure and/or replacing ageing legacy systems with 'new' up to date solutions. This work period also includes that part in a contract relating to the time taken for installation of software or hardware but prior to it becoming operational.

#3 Licence/Maintenance period means that part in a contract relating to the software or hardware maintenance post it becoming operational. This work period also includes any licence fees associated with software or hardware provided.

Client	Description of work	Total Contract Value	Contract Dates	Development (Value/months)	Migration / Deployment (Value/months)	Licence / Maintenance (Value/months)
			Start:	$	$	$
			End:	Months	Months	Months
			Start:	$	$	$
			End:	Months	Months	Months
			Start:	$	$	$
			End:	Months	Months	Months
			Start:	$	$	$
			End:	Months	Months	Months
			Start:	$	$	$
			End:	Months	Months	Months

2.	Typical size of active contract	$
3.	Typical length of active contract	months
4.	What percentage of the time do you use your standard contract template	☐ Less than 50% ☐ Less than 80% ☐ More than 80%
5.	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

6. In what percentage of contracts do you cap your liability?

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

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

Hold harmless or indemnity agreements insuring to the benefit of You?	☐ Less than 75% ☐ More than 75%
Hold harmless or indemnity agreements insuring to the benefit of the customers?	☐ Less than 75% ☐ More than 75%
Statement of work	☐ Less than 75% ☐ More than 75%
Formalised change order processes requiring signoff by both parties?	☐ Less than 75% ☐ More than 75%
Conditions for customer acceptance of products/services?	☐ Less than 75% ☐ More than 75%
Exclusion of consequential damages?	☐ Less than 75% ☐ More than 75%
Provisions for liquidated damages?	☐ Less than 75% ☐ More than 75%
Provisions for the ownership of intellectual property?	☐ Less than 75% ☐ More than 75%
A dispute resolution/arbitration process?	☐ Less than 75% ☐ More than 75%
Limitation of liability provisions that extend to actual or alleged breach of **sensitive records**?	☐ Less than 75% ☐ More than 75%
8. Have you taken on any contracts for projects that the customer previously terminated with another party?	☐ Yes ☐ No
If **Yes**, please provide a description:	

VIII. Subcontractors or Labour Hire

1.	What is the percentage of sub-contractors or labour hire you engage as a percentage of turnover?	%
2.	Please describe the tasks the third party sub-contractors or labour hire workers are used for :	

3. What is your contractor vetting process:

Skills registers for licensing ☐	Experience in the field ☐	Long term relationships ☐	Tender ☐
Other: (please detail)			

4.	Do you conduct full inductions to all sites?	☐ Yes ☐ No
5.	Does the Labour hire company conduct an audit of the insureds sites?	☐ Yes ☐ No
6.	What is the maximum number of third party labour hire staff on site at any one time:	
7.	Do you require subcontractors to carry professional indemnity insurance?	☐ Yes ☐ No
8.	Do you require subcontractors to carry workers compensation (WC) and public and product liability?	☐ Yes ☐ No
9.	Do you maintain full subrogation rights against your subcontractors?	☐ Yes ☐ No

IX. Consequential Loss

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

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

Please provide detail for any selected items above:

X. 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:	
a. Formalised, written quality control plans	☐ Yes ☐ No
b. Production design sign off procedures for statements of work or contracts	☐ Yes ☐ No
c. Prototype development protocols	☐ Yes ☐ No
d. Batch testing	☐ Yes ☐ No

XI. 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
e. Legal counsel is consulted prior to release of all new products	☐ Yes ☐ No
f. 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	%
a. three to five years old	%
a. 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

XII. Data and Information Security

1. Data Privacy

a. For approximately how many unique individuals and organisations would you be required to notify in the event of a breach of Personally Identifiable Information (PII)?	
b. Which of the following types of **Sensitive Records** do you store, process, transmit or otherwise have responsibility for securing?	
i. Customers and business partners confidential information	☐ Yes ☐ No
ii. Employee information	☐ Yes ☐ No
iii. Personal Information (name, address)	☐ Yes ☐ No
iv. TFN, Driving licence Passport or other ID	☐ Yes ☐ No
v. Healthcare or medical records	☐ Yes ☐ No
vi. Biometric information (If yes see appendix)	☐ Yes ☐ No
vii. Credit card numbers, dedit card numbers or other financial account numbers	☐ Yes ☐ No
Other **Sensitive Records** - please specify	
c. 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

2. Information Security

a. Please detail if you comply with or adhere to any internationally recognised cyber security or information governance standards:

b. 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		
☐ Dedicated staff member governing data security	☐ Dedicated staff member governing IT security	☐ Ongoing staff training on cyber-related matters
☐ Use of **Threat Intelligence**	☐ Ransomware event and recovery plan	☐ Security policy and annually reviewed
☐ Vulnerability patching policy	☐ Formal privacy policy approval by legal counsel and management	☐ Maintain compliance with all applicable **privacy laws and regulations**, including GDPR, HIPPA, NBD or others
☐ Formal information security policy approved by legal and management	☐ Formal data classification policy	☐ Formal data retention plan
☐ Formal **Data Breach** response plan that is tested at least annually	☐ **Privileged Accounts** controlled by a **Privileged Access Management** (PAM) solution	

Protections

☐ Firewalls & Antivirus	☐ Vulnerability scans	☐ **Intrusion Detection Systems**
☐ **Encryption** of data in transmission	☐ **Encryption** of data in use and at rest	☐ **Sandboxing** Technology to test new software
☐ **Security Information and Event Monitoring (SIEM)** tool	☐ External penetration testing at least annually	

Do you allow remote access to your corporate network or operational technology environment?	☐ Yes ☐ No

Please confirm **Multi-Factor Authentication (MFA)** in place on the following:

☐ Remote Email	☐ Remote Access	☐ Internal Admin and **Privileged Accounts**
☐ **Remote Desktop Protocol (RDP)**		

Please confirm the Endpoint protections in place from the following:

☐ Anti-malware and anti-virus with **Heuristic Analysis**	☐ **URL Filtering or Web Filtering**	☐ Application Isolation and containment
☐ **Endpoint Detection and Response (EDR)** tool	☐ **Extended Detection and Response (XDR)** tool	☐ **Managed Detection and Response (MDR)** tool

Please confirm the Email Security controls in place from the following:

☐ Quarantine of suspicious email	☐ **Sandbox** detonation of attachment/links	☐ Sendor policy framework
☐ Microsoft Office macros disabled	☐ Annual phishing simulation	

Business Interruption and Data and System Recovery

Business continuity plan (BCP)	☐ Yes - tested regularly	☐ Yes - not tested	☐ No
Disaster recovery plan (DRP)	☐ Yes - tested regularly	☐ Yes - not tested	☐ No
Cyber incident response plan (IRP)	☐ Yes - tested regularly	☐ Yes - not tested	☐ No

Please detail which of the following protections you have in place for mission critical backups:

☐ Mission Critical Backup Protection	☐ Specifically tested and prepared for as part of disaster recovery planning	☐ Test for recoverability as well as integrity	☐ Immutable or wrtite once read main **(WORM)** back up technology
☐ Completely **Offline or Air-Gapped** (tape/non-mounted disks) backups that are disconnected from the rest of the network		☐ Restricted access via **MFA**	☐ Fully Encrypted
☐ Other (please describe)			

Data Backups	☐ Daily	☐ Weekly	☐ Less than weekly	
Data Segmentation	☐ Business Segment	☐ Contract or customer	☐ Geography	☐ Critical and Non-critical
Critical System Backups	☐ Daily	☐ Weekly	☐ Less than weekly	

Please detail which of the following alternative systems you have in place for critical applications?

☐ Automatic failover (Active - Active)	☐ Automatic failover (Active - Passive)	☐ Manual failover	☐ Colocation facility
☐ Offline alternative environment	☐ Alternative provider (if outsourced)	☐ Other (please describe):	

3. Systems		
a.	Do you use any end-of-life or unsupported hardware, software or systems?	☐ Yes ☐ No
b.	Do you use any **Operational Technology**? If yes, please see appendix.	☐ Yes ☐ No

c. **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 (RTO)			
		Immediate	>12 hours	>24 hours	Other
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

i.	Do you perform assessments or audits to ensure third party technology providers meet your company's security requirements?	☐ Yes ☐ No
ii.	Do you waive your right of recourse against any of the providers listed above in the event of service disruption?	☐ Yes ☐ No

XIII. 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 notice will be given as soon as reasonably practicable 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

Appendix

Biometric Information

1. Do you collect biometric information from:	
a. Employees	☐ Yes ☐ No
b. Service Providers or Contractors	☐ Yes ☐ No
c. Customers	☐ Yes ☐ No
d. Other (please specify):	☐ Yes ☐ No
2. Regarding biometrics collected, used, or stored on employees:	
a. Do you receive written consent and a release from each individual?	☐ Yes ☐ No
b. Do you require each employee to sign an arbitration agreement with a class action waiver?	☐ Yes ☐ No
3. Do you have formal written policies pertaining to biometric information privacy requirements that clearly addresses retention and destruction guidelines?	☐ Yes ☐ No
4. Is written consent always obtained, and is this explicit consent?	☐ Yes ☐ No
5. When did you start collecting, storing, or processing biometric data?	
6. How long have you had requirements for explicit written consent?	
7. Please detail how much biometric information records you hold or are responsible for:	

Multinational

Multinational Capabilities for Large Domestic and Global Businesses

We have capabilities to issue admitted policies overseas, including Property, General Liability, Professional Indemnity, Cyber, US Auto and Workers Compensation or Employers' Liability.

For the purposes of PremierTech2, most common is arranging local General Liability cover. Therefore for all Territories where local paper is required (USA, UK, Canada etc) please complete the below table with the local (overseas) entity information:

Country	Entity Name(s)	Address	Revenue	Employee Numbers	Wage Roll	Local Limit Required

Glossary of Defined Terms

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.

Endpoint Detection and Response (EDR) - is a solution which records and stores endpoint-system-level behaviors, use various data analytics techniques to detect suspicious system behavior, provide contextual information, block malicious activity, and provide remediation suggestions to restore affected systems.

Extended Detection and Response (XDR) - is a security threat detection and incident response tool that natively integrates multiple security products into a cohesive security operations system that unifies all licensed components, typically including endpoints, networks, servers, cloud services, SIEM, and more.

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

Heuristic Analysis - going beyond traditional signature-based detection in basic antivirus software, heuristic analysis looks for suspicious properties in code, and can determine the susceptibility of a system towards particular threat using various decision rules or weighing methods designed to detect previously unknown computer viruses, as well as new variants of viruses already in the "wild".

Managed Detection and Response (MDR) - is a managed cyber security service that provides intrusion detection of malware and malicious activity in your network, and assists in rapid incident response to eliminate those threats with succinct remediation actions.

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

Multi-Factor Authentication (MFA) - MFA is an electronic authentication method used to ensure only authorised individuals have access to specific systems or data. A user is required to present two or more factors - these factors being 1) something you know, 2) something you have, or 3) something you are. Something you know may include your password or a pin code. Something you have may include a physical device such as a laptop, mobile device that generates a unique code or receives a voice call or a text message, a security token (USB stick or hardware token), or a unique certificate or token on another device. Something you are may include biometric identifiers.

- Note that the following are not considered secure second factors: a shared secret key, an IP or MAC address, a VPN, a monthly reauthentication procedure, or VOIP authentication.

Offline or Air-gapped - as it relates to backup solutions, offline or air-gapped storage means that a copy of your data and configurations are stored in a disconnected environment that is separate to the rest of your network. Physical tape or non-mounted disk backups that aren't connected to the internet or LAN would be considered offline.

Operational Technology - hardware and software that detects or causes a change, through the direct monitoring and/or control of industrial equipment, assets, processes and events. Operational Technology may include Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA), Programmable Logic Controllers (PLC), Distributed Control Systems (DCS), robotics systems, and more.

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.

Privacy Laws and Regulations - describes the body of law that sets the requirements and regulations for the collection, storage, and usage of personally identifiable information, personal healthcare information, financial information of individuals, and other sensitive data which may be collected by public or private organisations, or other individuals.

Privileged Access Management (PAM) - describes enterprise processes and technology supporting Privileged Accounts. PAM solutions offer an additional layer of protection, and typically have automated password management, policy enforcement capabilities, account lifecycle management capabilities, as well as monitoring and reporting of privileged account activity.

Priviliged account - Privileged Account is any account granting access and privileges beyond those of non-privileged accounts.

Recovery Time Objective (RTO) - Recovery Time Objective (RTO) the amount of real time a business has to restore its processes at an acceptable service level after a disaster to avoid intolerable consequences associated with the disruption.

Remote Desktop Protocol (RDP) - is a Microsoft protocol that allows for remote use of a desktop computer.

Sandboxing - as it relates to email solutions, a sandbox filters emails with unknown URL links, attachments, or other files, allowing them to be tested in a separate and safe environment before allowing them to proceed to your network or mail servers.

Security Information and Event Monitoring (SIEM) - is technology and related services that provide real-time analysis of cyber security alerts from a collection of sources, including endpoints and applications to allow for improved detection, compliance enforcement, and incident management.

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.

URL Filtering or Web Filtering - is technology that restricts which websites a user or browser can visit on their computer, typically filtering out known malicious or vulnerable websites.

USA Domestic is turnover generated by your company located inside the USA, for a customer that is also located in the USA.

USA Exports defined as "Turnover generated by your company located outside of the USA, for a customer located in the USA."

Write Once Read Many (WORM) - is a data storage device in which information, once written, cannot be modified.

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.

About Chubb in Australia

Chubb is a world leader in insurance. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
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www.chubb.com/au

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