

# WebRater Proposal Form

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## IMPORTANT NOTICES

Please read the following before proceeding to complete this proposal form.

### 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, that 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:

- a. reduces the risk we insure you for;
- b. is common knowledge;
- c. we know or should know as an insurance company; or
- d. we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us something you are required to, we may cancel your policy or reduce the amount we shall indemnify 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 policy as if it never existed.

### Completing this Proposal Form

- Please answer all questions giving full and complete answers.
- It is the duty of the Applicant to provide all information that is requested in the Proposal Form as well as to add additional relevant fact.
- Note: a relevant fact is such know fact and/or circumstance that may influence in the evaluation of the risk by the Insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.
- The Proposal Form must be completed, signed and dated by a person who must be of legal capacity and authorised for the purpose of requesting management liability insurance for the organisation who acts as the Applicant.

**This Proposal Form DOES NOT BIND the Applicant or the Insurer to complete the insurance but will form part of any insurance.**

### Privacy Collection Statement

At DUAL New Zealand, we are committed to protecting your privacy and complying with the *Privacy Act 2020 (NZ)* (Privacy Act).

We use your information to assess the risk of providing you with insurance, provide quotations, issue policies and assess claims, on behalf of the insurers we represent. We also use your information to administer any policies we have issued to you and may do so by mail or electronically unless you tell us that you do not wish to receive electronic communications. If you do not provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else, you must obtain their consent to do so.

We provide your personal information to the insurers we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurers is overseas and if so, where they are. We may also provide your information to your broker and our contracted third-party service providers (e.g., claims management companies and AI cyber risk quantification platforms). We are part of Howden Group Holdings Limited and may provide your information to UK based Group entities who provide us with business support services. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them. We do not trade, rent or sell your information.

Our Privacy Policy contains more information about how to access and correct the information we hold about you and how to make a privacy related complaint, including how we will deal with it. By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

Ask us for a copy of our privacy policy via email at [privacy@dualnewzealand.co.nz](mailto:privacy@dualnewzealand.co.nz) or access it via our website using the following [link](#).

## Section 1 - Details of the Applicant

1. Insured Entity Type (please select):

Sole Trader

Unlisted Limited Company

Partnership

Incorporated Society / Cooperative

Public Listed Company

Other:

2. Insured Name:

3. Trading Name (if applicable):

4. Insured's Registered Address:

(Place where business is registered/place of incorporation.)

5. Occupation/Business Description:

Please provide a detailed description of all business activities including the activities of any related entities.

6. Annual Revenue / Turnover for the last 12 months: (AUD) \$

If new or trading less than 12 months, please estimate annual revenue / turnover for next 12 months.

7. Staff Size:

Include all principals, partners, directors, and employees (full time, part time and casual staff, interns and volunteers).

8. Insured's Website Address:

N/A - Insured does not have a website

## Section 2 - General Questions

9. Does the Insured currently have Cyber insurance in place? Yes No

a. If NO, would the Insured like to change their retroactive date from policy inception to unlimited for an additional premium? Yes No

10. After enquiry of all Partners, Principals, Directors, Officers, Trustees and Senior Managers:

a. Have there been any claim(s) made against the Insured or any loss or expense incurred\* which might fall within the terms of this insurance cover? OR

b. Have any circumstances occurred which may give rise to a claim against the Insured or result in any loss or expense incurred\* which might fall within the terms of this insurance cover? Yes No

\*Incurred means any settlement made, legal fees, defence costs or reserved amounts.

If YES, please provide further information:

11. Is the Insured aware of any matter that is reasonably likely to give rise to any loss or claim under such insurance, or has the Insured suffered any loss or any claim including but not limited to a regulatory, governmental or administrative action brought against the Insured, or any investigation or information request concerning any handling of personally identifiable information?

If YES, please provide full details:

12. Has the Insured or any Partners, Principals, Directors, Officers, Trustees and Senior Managers ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined (other than insurer exiting that area of insurance), or had special terms or restrictions imposed? Yes No

13. Is the Insured domiciled in New Zealand with no subsidiaries outside New Zealand or Australia? Yes No

If NO, please confirm:

a. Is the Insured domiciled in New Zealand? Yes No

b. Where are the Insured's overseas subsidiaries?

Please specify below in which countries the Insured's subsidiaries are located and indicate the percentage of total revenue derived.

Subsidiary Name	Country	Revenue %
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14. What percentage of income is derived from outside New Zealand for all insureds covered under this policy?

a. How many Personally Identifiable Information (PII) records of residents of those countries are held by the Insured?

An insured may hold various pieces of personal information for one individual (including customers, clients and employees), and that information is counted collectively as one PII record.

Country(ies)	Percentage of Total Turnover %	Activities	Personally Identifiable Information (PII) Records
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15. Is the Insured exempt from GST? Yes No

## Section 3 - Cyber Insurance Specific Questions

16. How many Personally Identifiable Information (PII) records does the insured hold?

An insured may hold various pieces of personal information for one individual (including customers, clients and employees), and that information is counted collectively as one PII record.

17. Is multi-factor authentication required for any and all remote access to the Insured's systems (including webmail, Citrix desktop, Cloud based applications, or Remote Desktop Protocol "RDP")? Yes No

18. Does the Insured have an e-mail filtering system in place (such as Mimecast or Proofpoint, or system native tools such as Microsoft's Exchange Online Protection (EOP) or Defender) that is activated for all email accounts? Yes No

19. Does the Insured wish to include cover for Social Engineering, Phishing & Cyber Fraud for an additional premium? Yes No

For further information regarding this Optional Extension, please visit our website.

If YES please confirm the following, or if NO please continue to the next Question.

If the answer is NO to any of the following questions, Optional Extension 4.2 Social Engineering and Cyber Fraud Cover will not be available.

- a. When creating or amending supplier and customer payment details, does the Insured independently verify the details with a known contact by phone or in person? Yes No
- b. Does the Insured ensure that at least two members of staff authorise any transfer of funds, signing of cheques (above \$10,000) and the issuance of instructions for the disbursement of assets, funds or investments?  
If the Insured is comprised of only two (2) staff (including all principals, partners, directors, and employees (full time, part time and casual staff, interns and volunteers)), and only Directors hold authority to approve any transfer of funds, signing of cheques (above \$10,000) and the issuance of instructions for the disbursements of assets, funds or investments, OR, if the Insured is comprised of only one (1) staff, answer YES to this Question. Yes No
- c. Does the Insured maintain procedures for the provision of written training materials to all Employees regarding the dangers of Social Engineering Fraud, Phishing, and Cyber Fraud which incorporate regular review?  
Maintaining training procedures may include use of the Australian Cyber Wardens program - <https://cyberwardens.com.au> - or similar Yes No
- d. Does the Insured implement procedures for accessing any and all online financial accounts and banking platforms requiring either:
- i. two factor authentication; or
  - ii. the requirement that passwords are changed at least every 45 days; or
  - iii. the implementation of long passwords of 12 characters or more requiring at least 3 special characters?
20. Does the Insured wish to include cover for Contingent Business Interruption for an additional premium? Yes No
- For further information regarding this Optional Extension, please visit our website.

## Section 4 - Supplemental Questions - for Information Technology only

Only complete these questions if the Insured operates in the Information Technology Industry or provides Information Technology services.

NB - a response to these queries is required for Insureds operating in the Information Technology Industry in order to obtain a quote for Cyber Insurance.

21. Does the Insured provide, operate or administer any of the following services to or on behalf of third parties?

- |    |   |     |    |
|----|---|-----|----|
| a. | website hosting services; or  | Yes | No |
| b. | cloud hosting meaning the hosting of computing infrastructure for applications or data, including but not limited to virtualised servers, storage and networking resourcing; or | Yes | No |
| c. | Internet Service Provider (ISP) services?   | Yes | No |
22. Do the Insured's activities involve the management, configuration or manipulation of any settings, services or features available within any client's, customer's or other third party's cloud-hosted environment – whether hosted directly by the insured or through another cloud provider (e.g. AWS, Azure)?
- Yes      No

## Declaration

### Signing this Proposal Form does not bind the proposer or the Insurer to complete this insurance

The undersigned declares that the statement and particulars in this Proposal Form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the 'Privacy Collection Statement' above.

The undersigned acknowledges that they have read this Proposal Form, including all Important Notices, as well as the policy wording and associated endorsements and are satisfied with the coverage provided, including the limitations and restrictions on coverage.

The undersigned agrees that this Proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

### To be signed by the Insured for whom this insurance is intended for

Full name:

Position:

Signature:

Date:

**It is important the undersigned of the declaration above is fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt, please contact the broker or agent, since non-disclosure may affect an Insured's right of recovery under the policy.**

DUAL New Zealand recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence).

## IMPORTANT NOTICES

### Claims Made and Notified and Covered Events Discovered Policy

This is partly a claims made and notified policy and partly a discovery policy. We shall only cover you for:

- claims made against you during the insurance period and notified to us as soon as practicable during the insurance period; or
- covered events first discovered and notified to us as soon as practicable during the insurance period.

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 policy was entered into.

### Notification of Claims

In the event of a claim arising under this Insurance, immediate notice should be given to:

#### Cyber Incident Management Team (CIMT)

Telephone: +64 4 831 0243

or at [cyber.incident@canopius.com](mailto:cyber.incident@canopius.com)

Please refer to the Claims Conditions section of this policy for further details regarding the notification of claims or loss subject to this Insurance.

### Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

### Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the Policy, but you have agreed with that person either before or after the inception of the Policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the Policy for any such loss or damage.

# Helping you do more

New Zealand | +64 9 973 0190

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