



CYBEREDGE®

AN IMPORTANT NOTICE

The CyberEdge Policy is issued / insured by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL No 381686

Sydney: Level 19, 2 Park Street Sydney, NSW 2000 (1300 030 886)
Melbourne: Level 12, 717 Bourke Street Docklands, VIC 3008
Brisbane: Level 11, 120 Edward Street Brisbane, QLD 4000
Perth: Level 11, 108 St Georges Terrace Perth, WA 6000

Contact numbers: 1300 030 886 *
**all offices except Sydney*

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

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.

Subject to the Cancellation General Provision, 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.

CLAIMS-MADE AND NOTIFIED

The Third Party Liability Section of the CyberEdge Policy and some Optional Extensions contain claims-made and notified Insuring Clauses. This means that those Insuring Clauses will only cover Claims first made against you during the Cyber Edge Policy Period and notified to the Insurer as soon as practicable in the CyberEdge Policy Period or any applicable extended reporting period. The CyberEdge Policy may not provide cover for any Claims made against you if at any time prior to the commencement of the CyberEdge Policy you became aware of facts which might give rise to those claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to an insurer of facts that might give rise to a claim against you as soon as was reasonably practicable after you became aware of those facts but before insurance cover provided by an insurance contract expires, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.

The CyberEdge Policy excludes prior Insured Events, Claims and circumstances as outlined in the Exclusion 3.10 (Prior Claims and circumstances).

PRIVACY NOTICE

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

HOW WE COLLECT YOUR PERSONAL INFORMATION

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION

In the course of underwriting and administering your policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

ACCESS TO YOUR PERSONAL INFORMATION

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG. In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

COMPLAINTS

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

CONSENT

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

COPYRIGHT

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CODE OF PRACTICE

The Insurer is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

DISPUTE RESOLUTION PROCESS

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

- (i) contact your insurance intermediary and they may raise it with us;
- (ii) if your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Compliance Manager
AIG
Level 12, 717 Bourke Street
Docklands Vic 3008
- (iii) if you are still unhappy, you may request that the matter be reviewed by the Insurer's Internal Dispute Resolution Committee. We will respond to you with the Committee's findings within 15 business days.
- (iv) if you are not satisfied with the finding of the Committee, you may be able to take your matter to the insurance industry's independent dispute resolution body. This external dispute resolution body can make decisions with which we are obliged to comply.

COMPANY INFORMATION

1. Name of Proposer _____
2. Web site _____
3. Principal address of Proposer _____
4. Business Description _____
5. Revenue information:

	Prior Year	Current Year (Estimate)
Total Gross Revenue		
Of the above what amount of revenue is derived through on-line sales/service (e-commerce)		
Geographical Split of Revenue (%)		
Australia / NZ		
United States		
Rest of World		

6. Annual IT security budget: \$ _____
7. Desired Coverage:

Cyber Extortion
 Media Content
 Network Interruption

DATA PROTECTION POLICIES & PROCEDURES

8. a) Is there a written data protection policy or privacy policy that applies to the company? Yes No

If "No", please provide details regarding how your Company determines and documents how data is collected, used, stored, outsourced and destroyed.

- b) Are all employees provided with a copy and any update of the company's data protection policy which they are required to confirm compliance with? Yes No

If "No" please explain why not:

- c) When was the company's data protection policy last reviewed and by whom?

d) Does your company collect, store, maintain or distribute personal information of citizens from the following jurisdictions:

- Europe
 U.K
 U.S.A/Canada

e) Does the company's data protection policy comply with the data protection and privacy legislation applicable to all jurisdictions and industry standards/requirements, in which the company operates? Yes No

If "No" please provide an explanation regarding non-compliance in all applicable jurisdictions:

f) Does the company employ a Chief Compliance Officer, Data Protection Officer and/or In-house Counsel responsible for data protection related matters? Yes No

If "No" who is responsible for data protection related matters?

NETWORK & DATA SECURITY CONTROLS AND PROCEDURES

9. a) Check each of the following controls and technologies used by the company:

(Tick all that apply below)

Firewalls at the perimeter of the network

Firewalls in front of sensitive resources inside the network

Corporate antivirus/anti-malware software on all devices and servers

Definition files are updated and installed to devices and servers

Daily
 Weekly
 Monthly
 Other (Please Specify) _____

Intrusion Detection & Prevention Systems (IDS/IPS)

Network monitoring

Centralised log collection and review

Logs are reviewed

Daily
 Weekly
 Monthly
 Other (Please Specify) _____

Vulnerability scanning & penetration testing

Endpoint security software on all laptop and mobile devices

Physical controls preventing unauthorized access to systems and servers

Secured connections and encryption for remote use and when transmitting sensitive information over external networks

Awareness training in data privacy and security including social engineering (e.g. phishing etc..) is conducted on a regular basis

Backup and recovery procedures for critical systems and information assets

Data is backed up:

Daily Weekly Monthly Other (Please Specify) _____

Backup and restore process is tested regularly

Monthly Quarterly Yearly Other (Please Specify) _____

Backups containing sensitive data are are encrypted

The Company has a policy requiring all sensitive data at rest including data on portable media (eg. Laptops, Mobile devices, backup tapes, disk drives, USB Devices etc..) is encrypted

Background checks are performed on all employees and independent consultants

b) What sensitive data is handled, collected, stored, maintained or distributed by the Company.

(Tick all that apply below)

Personally Identifiable Information

Credit Card information

Healthcare information

Corporate customer Information

Trade Secrets

Intellectual Property Assets

Other sensitive information (please specify) _____

c) Total number of records held _____

d) If "Credit Card" is selected above, what is the Company's Payment Card Industry Data Security Standards Level

Level 1 Level 2 Level 3 Level 4 Not compliant or N/A

e) Annual number of credit debit card transactions processed by the company (or processed on its behalf by an outsourcer) _____

f) Is there any circumstances where the Company may store Credit Card information Yes No

g) Is the access to such sensitive data restricted? Yes No

Who has access?

BUSINESS CONTINUITY

- 10. a)** Does the company have a security incident response plan in case of a security breach? Yes No
- b)** Does the company have a Business Continuity Plan that addresses disruptions to the Company's networks and/or Systems Yes No
- c)** Does the company's IT security incident response plan anticipate disruptions to critical third party outsourcing providers whom the company depends on? Yes No
- d)** How long does it take to restore company operation after a computer attack or other loss/corruption of data?
 12hours or less 13-24hours More than 24hours
- e)** Indicate time after which the inability for staff to access the company's internal network would have a significant impact on the business
 Immediately After 6hours After 12hours After 24hours After 48hours
- f)** Indicate time after which the inability for customers to access the company's website would have a significant impact on the business.
 Immediately After 6hours After 12hours After 24hours After 48hours

OUTSOURCING ACTIVITIES

11. a) Does the company outsource any part of its network, computer system or information security functions?

(Tick all that apply below)

Vendor Name

Data center hosting	<input type="checkbox"/>	_____
Managed security	<input type="checkbox"/>	_____
Data Processing	<input type="checkbox"/>	_____
Payment Processing	<input type="checkbox"/>	_____
Application service provider	<input type="checkbox"/>	_____
Alert log monitoring	<input type="checkbox"/>	_____
Offsite backup and storage	<input type="checkbox"/>	_____
Cloud computing _____ (Specify nature: e.g Software as Service, Platform as Service, Infrastructure as Service etc.)	<input type="checkbox"/>	_____
Network management	<input type="checkbox"/>	_____
Desktop management	<input type="checkbox"/>	_____
Server management	<input type="checkbox"/>	_____
Other (please specify) _____	<input type="checkbox"/>	_____

- b)** Does the company require the entities providing data collection or data processing functions (outsourcers) to maintain their own data protection liability insurance? Yes No
- c)** Does the company require indemnification from outsourcers for any liability attributable to them? Yes No

d) How does the company select and manage outsourcers?

e) Does the company require all outsourcers to comply with the terms of the company's data protection policy?
 Yes No

CLAIMS INFORMATION

12.a) Has the company been the subject of any investigation or audit in relation to data protection by a Data Protection Authority or other regulator? Yes No

If "Yes", please provide full details:

b) Has the company ever been subject to a Data Subject Access Request? Yes No

If "Yes", please provide full details:

c) Has the company ever been subject to an Enforcement Notice by a Data Protection Authority or any other regulator? Yes No

If "Yes", please provide full details:

d) Is the company after due inquiry aware of any actual or alleged fact or circumstance which may give rise to a claim under this policy? Yes No

e) Has the company ever suffered a system intrusion, tampering, virus/malicious code, loss of data, hacking incident, data theft or similar IT security incident or situation? Yes No

If "Yes" please provide details of the incident including actions taken to mitigate/recover and prevent reoccurrence in future.

STAMP DUTY SPLIT

13. For the purpose of calculating Stamp Duty please state the number of current staff (including directors/partners, full/part time and casual employees) located in each state:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas
Total of all employees above:								

DECLARATION

Please Note: Signing the Declaration does not bind the proposer or the Insurer to complete this insurance.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which this proposal relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice, Privacy Notice and Disclosure information contained in this proposal and that I have read and understood the content of them.

I consent to AIG collecting, using and disclosing personal information as set out in AIG's privacy notice in this proposal and the policy.

If I have provided or will provide information to AIG about any other individuals, I confirm that I am authorised to disclose the other individual's personal information to AIG and also to give the above consent on both my and their behalf.

I confirm that I am authorised by the proposing company (and its partners/principals/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the company (and its partners/principals/directors if applicable)

Name:	
Title:	
Signature:	
Date:	

ABOUT AIG

American International Group, Inc. (AIG) is a leading international insurance organisation serving customers in more than 130 countries and jurisdictions. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com.au. Products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Not all products and services are available in every jurisdiction, and insurance coverage is governed by actual policy language. Certain products and services may be provided by independent third parties. Insurance products may be distributed through affiliated or unaffiliated entities. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.