



CYBER LIABILITY INSURANCE APPLICATION FORM DESIGNED EXCLUSIVELY FOR LAWYERS WHO MAINTAIN PROFESSIONAL INDEMNITY INSURANCE WITH LPLC

IMPORTANT

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.

COMPLETING THIS PROPOSAL FORM

- Insurers require information from you to decide whether to accept the risk of insurance and, if so on what terms. This information is compiled by means of completing a Proposal Form.
- Please read the enclosed Important Notices before completing this Proposal Form.
- Please answer all questions giving full and complete answers. It is important that all information is clear, factual and no information that could affect insurance terms is withheld.
- Where there is insufficient space to answer a question please answer on an attached separate sheet.
- Blanks and/or dashes, or answers 'known to insurers or brokers' or 'N/A' are unacceptable and may delay placement of your insurance.
- Upon completion, please print, sign and date the form before sending back to Marsh.
- If you have any doubts about completing this Proposal Form, please contact Marsh.
- **The rates in this form are indications for businesses with less than \$25,000,000 in revenue. Should your business revenue be above this, please do not complete this form and contact Marsh to discuss further options.**

A) COMPANY INFORMATION

Named Insured:	
Address:	
ABN:	
Year Established:	
Number of Employees:	
Website:	
Industry:	Professional Services – Law Firm
Business Description:	

A) COMPANY INFORMATION - <i>continued</i>								
Total Revenue:								
Percentage of revenue generated from the US:								
Please detail the approximate percentage of your revenue applicable to each State, Territory and Overseas:								
NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S
%	%	%	%	%	%	%	%	%

B) UNDERWRITING QUESTIONS	
1. Does you currently or potentially operate in any of the following?	
<input type="checkbox"/> Accreditation Services <input type="checkbox"/> Adult Content <input type="checkbox"/> Credit Bureau <input type="checkbox"/> Cryptocurrency Exchange or Distributed Ledger Technology <input type="checkbox"/> Cybersecurity Product or Services <input type="checkbox"/> Data Aggregation / Brokerage / Warehousing <input type="checkbox"/> Financial Institution <input type="checkbox"/> Gambling Industry <input type="checkbox"/> Technology and IT Managed Services	<input type="checkbox"/> Government and / or Local Regional Authority <input type="checkbox"/> Manufacturer of Life Safety Products or Services <input type="checkbox"/> Media Production <input type="checkbox"/> Payment Processing or Trading Exchanges <input type="checkbox"/> Peer to Peer File Sharing <input type="checkbox"/> Social Media Platform <input type="checkbox"/> Surveillance (Physical or Digital) <input type="checkbox"/> Third Party Claims Administration <input type="checkbox"/> None of these
2. Does any part of your network (including email, corporate and/or OT systems) maintain remote access capability?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, is Multi-Factor Authentication required for all remote network access capability?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Please confirm if your backups for mission critical systems are protected by the following:	
<input type="checkbox"/> immutable or write-once read-many protections <input type="checkbox"/> access to backups is restricted via multi-factor authentication <input type="checkbox"/> completely offline or air-gapped (tape or nonmounted disk) that is disconnected from the rest of your network <input type="checkbox"/> access to backups is restricted via separate privileged accounts that are not connected to active directory or other domains <input type="checkbox"/> None of these	
4. Please confirm which of the following endpoint protection technologies are in place on all laptops, desktops, and servers:	
<input type="checkbox"/> URL or web filtering <input type="checkbox"/> Application isolation and containment <input type="checkbox"/> Centralised Endpoint Protection Platform <input type="checkbox"/> Advanced antimalware and antivirus with heuristic capabilities <input type="checkbox"/> EDR (endpoint detection and response), XDR (extended detection and response), or MDR (managed detection and response) <input type="checkbox"/> Advanced antimalware and antivirus with heuristic capabilities	

B) UNDERWRITING QUESTIONS - *continued*

5. Please confirm which of the following email security measures are in place:	
<input type="checkbox"/> Quarantine service for suspicious emails <input type="checkbox"/> Sender Policy Framework (SPF) is enforced <input type="checkbox"/> Microsoft Office macros are disabled on documents by default	<input type="checkbox"/> Ability to detonate attachments and links in a sandbox <input type="checkbox"/> Phishing simulations or training for employees <input type="checkbox"/> None of these
6. Does the possible maximum number of people you would be required to notify in case of a breach of Personally Identifiable Information (PII) exceed 500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Do you, or your outsourced service provider, accept payment card transactions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you compliant to the level of PCI DSS that applies to your company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. To the best of your knowledge, do you comply with all relevant privacy laws and regulations in the jurisdictions in which you operate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Are you a subsidiary, franchisee, or smaller entity of a larger organisation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide additional details, including information about any Network interconnectivity and/or Segmentation:	
11. Does your business:	
a) derive any revenue from Russia, Belarus, or Ukraine (including Crimea and the Luhansk and Donetsk regions);	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) have any operations, products, subsidiaries, employees, property or facilities in Russia, Belarus, or Ukraine (including Crimea and the Luhansk and Donetsk regions); or	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) have any supply chain reliance on companies or resources located in Russia, Belarus, or Ukraine (including Crimea and the Luhansk and Donetsk regions)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

12. Within the last 3 years, have you had any cyber incidents, known cyber events or become aware of any matter that could lead to a claim under a cyber insurance policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide additional details, including how the incident occurred, total costs incurred and mitigation steps implemented post incident:	
13. Has your Cyber or Technology insurance submission previously been declined by Chubb, or is Chubb currently the insurer for either policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide additional details, including the Policy Number if Chubb is currently the insurer:	

I confirm that the information declared herein is a true and correct declaration of my client/the policyholder's completed proposal form and that I have obtained a declaration to that effect from my client, which I am able to produce if requested to do so.

14. Please provide contact details for the client's Chief Information Security Officer or other staff member who is responsible for data and network security:	
Role/Title:	
First Name:	
Last Name:	
Email Address:	
Phone Number:	

C) OPTIONAL COVERAGE EXTENSION – Social Engineering Fraud

1. Does you currently purchase or intend to purchase any Social Engineering Fraud coverage through Chubb or another carrier under a separate policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you require that all outgoing payments or funds transfers be subject to segregations of duties between initiation and authorisation, such that no one individual can control the entire process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you require that all outgoing payments or funds transfers be subject to dual authorisation by at least one supervisor after being initiated by a third employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you confirm all changes to vendor/supplier details (including routing numbers, account numbers, telephone numbers, and contact information) by a direct call using only the contract number previously provided by the vendor/supplier before the request was received?	<input type="checkbox"/> Yes <input type="checkbox"/> No

D) PREMIUM INDICATION MATRIX

Annual Fees	OPTION 1: \$1,000,000 Limit	OPTION 1A: \$1,000,000 Limit inc SEF cover*	OPTION 2: \$2,000,000 Limit	OPTION 2A: \$2,000,000 Limit inc SEF cover*	OPTION 3: \$5,000,000 Limit	OPTION 3A: \$5,000,000 Limit inc SEF cover*	Deductible	Deductible for SEF cover where applicable*	Waiting Period
\$200,000	\$937.58	\$1,183.43	\$1,247.13	\$1,510.12	N/A	N/A	\$2,500	\$5,000	12 Hours
\$500,000	\$982.79	\$1,431.46	\$1,292.27	\$1,740.94	N/A	N/A	\$2,500	\$5,000	12 Hours
\$999,999	\$1,261.34	\$1,710.01	\$1,658.51	\$2,107.18	N/A	N/A	\$2,500	\$5,000	12 Hours
\$4,999,999	\$2,251.44	\$2,700.11	\$2,286.89	\$3,409.07	\$5,592.00	\$6,152.85	\$2,500	\$5,000	12 Hours
\$9,999,999	\$2,889.58	\$3,338.25	\$3,799.44	\$4,248.11	\$7,176.94	\$7,625.61	\$2,500	\$5,000	12 Hours
\$24,999,999	\$3,882.84	\$4,331.16	\$5,146.87	\$5,595.19	\$9,808.26	\$10,256.58	\$5,000	\$10,000	12 Hours

Disclaimer –

The rates above are provided as examples only, are entirely indicative, subject to change and should in no way be viewed as binding on Insurers. Please note that the above indication matrix is for a 12 month policy period. All figures unless otherwise stated are in Australian dollars and **exclusive** of GST, stamp duty rate and a Marsh documentation fee.

Rates are determined according to a firm's specific revenue or annual fees as well as in reference to the responses to the questions in Section A & B. The above indication matrix outlines indications for firms with specific revenues as points of reference only and is based on a prospective insured having at least 3 of the 7 controls referenced in Section B questions 1 & 7 in place.

* "SEF" refers to Social Engineering Fraud coverage (Section C) which is an optional cover provided at additional premium. The above indications represent the premiums applicable for the maximum sub-limit available for this coverage of \$50,000 any one claim and in the aggregate. The minimum deductible for this coverage is set at \$5,000 for firms with annual fees up to \$24,999,999.

E) COVER REQUESTED

Limit of Indemnity (aggregate):	\$
Include cover for Social Engineering Fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Upon receipt of a completed Application Form, Marsh will obtain a formal quotation from the insurer for your consideration. Please note that completion of this form in no way constitutes provision of insurance coverage until such time as a formal quotation has been provided and you have accepted such quotation.	

F) DECLARATION

PLEASE NOTE: SIGNING THE DECLARATION DOES NOT BIND THE PROPOSER NOR THE INSURER TO COMPLETE THIS INSURANCE.

The Proposer completing this Application Form represents that every effort has been made to facilitate the proper and accurate responses given in completion of this Application Form and confirms that the statements and particulars given are true and complete and that no material facts have been omitted, misstated or suppressed. The Proposer agrees that should any of the information given alter between the date of this Application Form and the inception date of the insurance to which this Application Form relates, they will give immediate notice thereof to Marsh and/or the insurer in writing, and acknowledges that the insurer may withdraw or modify any outstanding quotations and/or authorisation or agreement to bind insurance.

The Proposer acknowledges receipt of the Important Notices contained in this Application Form and that they have read and understood the content of them.

The Proposer consents to Marsh and insurers collecting, using and disclosing personal information as set out in the Privacy Collection Notice in the Important Notices contained in this Application Form.

The Proposer confirms that they are authorised by the Policyholder (and its partners/principals/directors if applicable) applying for this insurance to complete this Proposal Form and to accept the quotation terms for this insurance on behalf of the Policyholder (and its partners/principals/directors if applicable) applying for this insurance.

The undersigned authorised officers of the named Insured declare that to the best of their knowledge and belief the statements made in this proposal and in all attachments and schedules to this proposal are true and are true and notice will be given as soon as practicable should any of the above information change 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 to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

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

ONCE COMPLETED, PLEASE RETURN THIS FORM TO cyberviclegalpractitioners@marsh.com

H) GLOSSARY OF DEFINED TERMS

Application Isolation & Containment – this technology can block, restrict, or isolate specific endpoints from performing potentially harmful actions between endpoints and other applications or resources with the goal to limit the impact of a compromised system or endpoint.

Centralised Endpoint Protection Platform – is a solution deployed on endpoint devices to prevent file-based malware attacks, detect malicious activity, and provide the investigation and remediation capabilities needed to respond to dynamic security incidents and alerts.

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.

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.

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.

PCI DSS – 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.

H) GLOSSARY OF DEFINED TERMS

Personally Identifiable Information (PII) – means any data that can be used to identify a specific individual. This may include health or medical records of employees or customers, government issued identification numbers, login usernames, email addresses, credit card numbers, biometric information, and other related personal information.

Sender Policy Framework (SPF) – is an email authentication method that is used to prevent unauthorised individuals from sending email messages from your domain, and generally helps to protect email users and recipients from spam and other potentially dangerous emails.

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.

IMPORTANT NOTICES

BEFORE INSTRUCTING US TO ARRANGE YOUR INSURANCE, PLEASE READ THESE NOTICES AND CONTACT US IMMEDIATELY IF YOU HAVE ANY QUESTIONS OR NEED TO MAKE A DECLARATION.

THESE IMPORTANT NOTICES DETAIL:

- YOUR RIGHTS AND OBLIGATIONS WHEN ENTERING INTO CONTRACTS OF GENERAL INSURANCE
- WHO TO CONTACT AT MARSH SHOULD YOU HAVE PROBLEMS WITH ANY OF OUR SERVICES
- HOW WE MANAGE YOUR PERSONAL AND PRIVATE INFORMATION

YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE SUBJECT TO THE INSURANCE CONTRACTS ACT

Before you enter into an insurance contract, you have a duty to tell the insurer anything you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- Reduces the risk they insure you for; or
- Is common knowledge; or
- They know or should know as an insurer; or
- They waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract or reduce the amount they pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DISCLOSURE – SUBSIDIARY & ASSOCIATED COMPANIES

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

CHANGE OF RISK OR CIRCUMSTANCE

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- Mergers or acquisitions
- Changes in occupation or location,

SUBROGATION

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

TRADE SANCTIONS

Marsh is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

PRIVACY NOTICE

Marsh Pty Ltd (ABN 86 004 651 512 AFS licence number 238 983) and our associated entities value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy at www.marsh.com.au. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons, which include:

A person authorised by you;

- A third party such as your employer;
- Our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- Insurers, reinsurers; other insurance intermediaries and premium funders;
- Persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers; or
- Government bodies, regulators, the Financial Ombudsman Service, law enforcement agencies and any other parties where required or authorised by law.

Marsh may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give Marsh personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By continuing to engage us, you confirm that you have read this Notice and the Marsh Privacy Policy available on our website and you authorise and consent to Marsh collecting, holding, using and disclosing any personal information related to your

application for insurance in accordance with those terms, including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are outlined in the Privacy Policy and Notices). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone – 02(8864 7688)

Post – PO Box H176, Australia Square NSW 1215

CLAIMS MADE DURING THE PERIOD OF INSURANCE

This policy provides cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an "occurrence" basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

NOT A RENEWABLE CONTRACT

Some policies terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

MARSH PTY LTD

ABN 86 004 651 512 | AFS Licence No. 238983

One International Towers Sydney, 100 Barangaroo Avenue Sydney NSW 2000

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Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFSL 238369)("MAI") arranges the insurance and is not the insurer. This document contains general information, does not take into account your individual objectives, financial situation or needs and may not suit your personal circumstances. For full details of the terms, conditions and limitations of the covers and before making any decision about whether to acquire the product, refer to the specific policy wordings and/or Product Disclosure Statements available from MAI on request. MAI makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or re-insurers. MAI makes no assurances regarding the availability, cost, or terms of insurance coverage.