

# Personal Cyber Protection Insurance Proposal Form

emergence

## Who is Personal Cyber Protection Insurance [PCP] designed for?

Individuals who use their home IT and internet connected smart devices for personal reasons.

Cover extends to family members residing with you at the Home Address.

### Note – the policy does not cover:

- facts or circumstances discovered by or known to you before policy inception.
- third party liability, defence costs, bodily injury or property damage.
- use of home IT for business or commercial activity or with respect to properties you lease to others.

<b>Policyholder*</b> <small>*You must be a natural person</small>		Given Name	Family Name
<b>Home Address*</b> <small>*Must be your permanent residence</small>			
City	State	Postcode	

Please take time to consider and review the Important Information and Policy Wording, including the Policy Terms and Conditions, before deciding to acquire, or to continue to hold, Personal Cyber Protection Insurance cover so that you are aware of the cover provided as well as the conditions, limitations and exclusions that apply.

These are available by accessing the following link: <https://emergenceinsurance.com/personal-cyber-insurance/>

If you have reviewed the Important Information and Policy Wording and you wish to acquire a Personal Cyber Protection Insurance policy, tick the appropriate box below to choose your level of protection. Note that an Aggregate Limit applies for all claims and all covers and benefits combined, including Cyber Event Cover, Cyber Bullying, Cyberstalking, Identity Theft, Personal Crime, Reputation Cover and Wage Replacement Benefit. Sublimits apply to Cyber Extortion Costs, Legal Costs, Personal Financial Loss and Wage Replacement Benefits. The Excess applies on a per claim basis.

Personal Cyber Protection Insurance						
Policy Aggregate Limit	Annual Base Premium*	Excess	Sublimits** Apply			Tick below to choose your level of insurance
			Cyber Extortion Costs, Legal Costs, Personal Financial Loss and Wage Replacement Benefits	Wage Replacement Benefit of up to \$... Per Day	Cyber Bullying - # Guidance Sessions	
\$50,000	\$99	\$250	\$5,000	\$500	3	<input type="checkbox"/>
\$100,000	\$160	\$250	\$10,000	\$1,000	5	<input type="checkbox"/>
\$250,000	\$200	\$500	\$25,000	\$2,500	10	<input type="checkbox"/>
\$500,000	\$300	\$750	\$50,000	\$5,000	15	<input type="checkbox"/>
\$1,000,000	\$400	\$1,000	\$100,000	\$5,000	20	<input type="checkbox"/>

\*The Premium shown is the Annual Base Premium current as of 1 August 2021, excluding GST, Stamp Duty and applicable Fees.

\*\*Sublimits apply to Cyber Extortion Costs, Legal Costs, Personal Financial Loss and Wage Replacement Benefits Per Day and in total.

Premiums, Taxes, Stamp Duty and Fees are current as of 1 August 2021 and subject to change thereafter. Premiums shown are indications only. Your broker can confirm the Total Premium Payable at time of binding.

## QLD / NSW

Policy Aggregate Limit	Annual Base Premium	GST	Stamp Duty	Policy Fee	Policy Fee GST	Total Premium Payable
\$50,000	\$99	\$9.90	\$9.80	\$10.00	\$1.00	\$129.70
\$100,000	\$160	\$16.00	\$15.84	\$20.00	\$2.00	\$213.84
\$250,000	\$200	\$20.00	\$19.80	\$25.00	\$2.50	\$267.30
\$500,000	\$300	\$30.00	\$29.70	\$50.00	\$5.00	\$414.70
\$1,000,000	\$400	\$40.00	\$39.60	\$100.00	\$10.00	\$589.60

## VIC / WA / TAS / NT

Policy Aggregate Limit	Annual Base Premium	GST	Stamp Duty	Policy Fee	Policy Fee GST	Total Premium Payable
\$50,000	\$99	\$9.90	\$10.89	\$10.00	\$1.00	\$130.79
\$100,000	\$160	\$16.00	\$17.60	\$20.00	\$2.00	\$215.60
\$250,000	\$200	\$20.00	\$22.00	\$25.00	\$2.50	\$269.50
\$500,000	\$300	\$30.00	\$33.00	\$50.00	\$5.00	\$418.00
\$1,000,000	\$400	\$40.00	\$44.00	\$100.00	\$10.00	\$594.00

## SA

Policy Aggregate Limit	Annual Base Premium	GST	Stamp Duty	Policy Fee	Policy Fee GST	Total Premium Payable
\$50,000	\$99	\$9.90	\$11.98	\$10.00	\$1.00	\$131.88
\$100,000	\$160	\$16.00	\$19.36	\$20.00	\$2.00	\$217.36
\$250,000	\$200	\$20.00	\$24.20	\$25.00	\$2.50	\$271.70
\$500,000	\$300	\$30.00	\$36.30	\$50.00	\$5.00	\$421.30
\$1,000,000	\$400	\$40.00	\$48.40	\$100.00	\$10.00	\$598.40

## ACT

Policy Aggregate Limit	Annual Base Premium	GST	Stamp Duty	Policy Fee	Policy Fee GST	Total Premium Payable
\$50,000	\$99	\$9.90	\$0.00	\$10.00	\$1.00	\$119.90
\$100,000	\$160	\$16.00	\$0.00	\$20.00	\$2.00	\$198.00
\$250,000	\$200	\$20.00	\$0.00	\$25.00	\$2.50	\$247.50
\$500,000	\$300	\$30.00	\$0.00	\$50.00	\$5.00	\$385.00
\$1,000,000	\$400	\$40.00	\$0.00	\$100.00	\$10.00	\$550.00

The calculations above assume no broker fee.

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It is a condition of this policy that policy documents and communications shall be made via electronic methods only. By acquiring this insurance you consent to receive policy documents and communications electronically. Emergence will send your policy documents and communications to your insurance broker.

You can also nominate additional contacts to receive copies of documents and communications:

I wish to nominate the contacts below to receive a copy of my policy documents and communications in addition to those sent to my insurance broker.

Policyholder contact

Optional

email address

Mobile

Alternative contact

Optional

email address

Mobile

## Declaration by the applicant

I declare that:

1. Before completing this application form, I have read and understood the Important Information provided in the Important Information section below, the Financial Services Guide and the Policy Wording;
2. I am authorised to complete and sign this declaration on behalf of all the applicants;
3. I confirm that all answers and statements made in this Proposal are true, complete and correct and that I have not withheld any information which may affect the decision to accept this Proposal or the terms and conditions of any insurance provided;
4. I understand that if this Proposal is accepted, the insurance cover will be subject to the terms and conditions set out in the policy;
5. I acknowledge that the particulars and statements contained in this Proposal shall form the basis of the contract of insurance should a policy be issued;
6. I consent to Emergence and the insurer collecting, storing, using and disclosing personal information (including sensitive information) as set out in the Privacy Statement. Where I have provided personal information on behalf of another person I have complied with my obligations as set out in the Privacy Statement;
7. I acknowledge that, where answers provided in the Proposal are not in my handwriting, I have checked and certify that the answers are true and correct.

Policyholder's Signature

Date

**Please see the Important Information section on the next two pages**

It is important that you read and understand the following.

## About Emergence Insurance Pty Limited

The **policy** is distributed by Emergence Insurance Pty Ltd ('Emergence') AFSL 329634. Emergence acts under a binding authority given to it by **the insurers** to administer and issue **policies**, alterations and renewals. In all aspects of arranging this **policy**, Emergence acts as an agent for the insurers and

not for **you**. Contact details are:

**Email:** info@emergenceinsurance.com.au

**Telephone:** 1300 799 562

**Postal address:** GPO Box R748 Royal Exchange, Sydney NSW 2001

## Your duty to take reasonable care not to make a misrepresentation

**Your** application for insurance cover will be treated as if **you** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **you** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the Insurance Contracts Act 1984 [Cth]. It is very important that **you** comply with **your** duty, as this may impact on **your** insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **you** apply for insurance, **we** will ask **you** clear and specific questions that are relevant to **our** decision to insure **you**. **Your** answers in response to **our** questions are important as **we** use them to determine whether **we** can provide insurance cover to **you**, and if so, the terms of the **policy** and the premium **we** will charge. This means that when answering **our** questions, **you** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **you** answer **our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

**We** may later investigate the answers **you** provide to **us**, for example, when a claim is made.

### Guidance for answering our questions:

Important: please ensure that **you** take care when providing **your** answers in response to **our** questions in relation to **your** insurance application. **You** should respond fully, honestly and accurately. If **you** do not, it may affect **your** insurance cover.

When answering **our** questions, please:

- Think carefully about **your** responses. If **you** do not understand the question or require further explanation, please ask **us** before responding;
- Make sure **your** responses are truthful, accurate and complete answers to every question that **we** ask **you**;
- Provide **us** with all relevant information in response to **our** questions. If **you** are unsure what information to include, please include it or check with **us**, **your** broker or adviser;
- Do not assume that **we** will contact anyone else for the information **we** are asking **you** for;
- Review each answer **you** have provided on **your** insurance application carefully and make any corrections (if necessary) before submitting it to **us**. **You** are responsible for the answers that **you** provide **us**, even if **you** have had help in preparing **your** application, for example from **your** broker, intermediary, advisor or someone else.

Before **your** insurance cover starts, please tell **us** of any changes that may be required to the answers **you** have given to **our** questions. This may save time as any

changes may require further investigation or assessment of the risk.

If, after **your** insurance cover starts, **you** think **you** may not have complied with **your** duty, please contact **us**, **your** broker or advisor immediately and **we** will let **you** know whether it has any impact on **your** cover.

**We** may contact **you** after **you** have submitted **your** application to clarify or collect any information that **you** may not have included. The information **you** provide may be recorded and used by **us** in assessing **your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **us**, including written, electronic, online, when speaking with **us** in person or on the telephone, or a mix of these.

### If you do not comply with your duty

If **you** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **your** insurance. If **you** have failed to comply with **your** duty, **we** have certain rights, which may depend on what **your** insurance offer may have been had **you** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **us**, for example, **we** may do one of the following:

- Avoid **your** insurance cover. This means that **your** insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of **your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If **we** suspect that **you** may have breached **your** duty to take reasonable care not to make a misrepresentation, before **we** exercise any of the actions available to **us**, **we** will:

- Explain **our** reasons why **we** believe **you** have breached **your** duty; and
- Provide **you** with an opportunity to respond and provide **us** with further information.

If **we** decide to make changes to **your** cover, **we** will notify **you** of **our** decision and provide **you** with the review process and complaints procedure to follow if **you** disagree with **our** decision.

### If you need help

It is very important that you understand this information, the questions that **we** ask you and **your** duty. If **you** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **you** trust, please contact **us** so that **we** may tell **you** how **we** may assist in providing additional support.

If **you** have any questions, please contact **your** broker or advisor.

It is important that you read and understand the following.

## Privacy Statement

In this Privacy Notice the use of “**we**”, “**our**” or “**us**” means the Insurer and Emergence, unless specified otherwise.

**We** are committed to protecting **your** privacy. **We** are bound by the obligations of the Privacy Act 1988 (Cth) and the Australian Privacy Principles. These set out basic standards relating to the collection, use, storage and disclosure of personal information.

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

The primary purpose for **our** collection and use of **your** personal information is to enable **us** to provide insurance services to **you**. If the renewal is automatic, we will securely hold your credit card details.

**We** may collect personal information in a number of ways, including directly from you via our website or by telephone or email. Personal information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from **your** insurance intermediary or co-insureds). If **you** provide personal information for another person **you** represent to **us** that:

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

**We** may disclose the personal information **we** collect to third parties who assist **us** in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia including Philippines, Vietnam, Malaysia and United Kingdom. In all instances where personal information may be disclosed to third parties who may be located overseas, **we** will take reasonable measures to ensure that the overseas recipient holds and uses **your** personal information in accordance with the consent provided by **you** and in accordance with **our** obligations under the Privacy Act 1988 (Cth).

In dealing with **us**, **you** consent to **us** using and disclosing **your** personal information as set out in this statement. This consent remains valid unless **you** alter or revoke it by giving written notice to Emergence's Privacy Officer. However, should **you** choose to withdraw **your** consent, **we** may not be able to provide insurance services to **you**.

The Emergence Privacy Policy is available at [www.emergenceinsurance.com.au](http://www.emergenceinsurance.com.au) or by calling Emergence, sets out how:

- Emergence protects **your** personal information;
- **you** may access **your** personal information;
- **you** may correct **your** personal information held by **us**;
- **you** may complain about a breach of the Privacy Act 1988 (Cth) or Australian Privacy Principles and how Emergence will deal with such a complaint.

If **you** would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact the Emergence Privacy Officer by:

**Postal Address:** GPO Box R748 Royal Exchange, Sydney, NSW 2001

**Phone:** 1300 799 562

**Fax:** +61 2 9307 6699

**Email:** [privacyofficer@emergenceinsurance.com.au](mailto:privacyofficer@emergenceinsurance.com.au)

**You** can download a copy of the Emergence Privacy Policy by visiting [www.emergenceinsurance.com](http://www.emergenceinsurance.com)