

The purpose of this proposal form is for us to find out who you are and what you do. It does not oblige either party to enter into a contract of insurance. It is designed for businesses with annual income up to £10,000,000. All sections of Hiscox CyberClear provide cover on a 'claims made' or 'losses occurring' basis, so only claims made or losses occurring within the period of insurance are covered.

You must read the entire proposal form and sign and date it at the end. This form is valid for cover commencing up until 31 December 2019. This form will be accepted after this date at Hiscox's discretion.

Please complete this form electronically (you can sign the form via e-signature or printing it out).

In deciding whether to accept the insurance and in setting the terms and premium, we have relied on the information you have given us.

You must:

- give a fair presentation of the risk to be insured by clearly disclosing all material facts and circumstances (whether or not subject to a specific question) which you, your senior management and those responsible for arranging this insurance, know or ought to know following a reasonable search; and
- take care by ensuring that all information provided is true, accurate and complete.

## **1. Your business**

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Business name

Address

Post code



## 2. Statement of fact

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By accepting this insurance you confirm that the facts stated below are true. We have relied on these facts and all the information that you or anyone on your behalf provided, in agreeing to provide this insurance and in setting the terms and premium.

You must read this document to ensure that all the facts stated below are true, accurate and complete. If any of the facts stated below or any of the information provided to us is not correct or needs to be changed, you must tell us before the start of the period of insurance.

**If there are changes to this information during the period of insurance you must tell us. When we are notified of a change we will tell you if this affects your policy. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.**

- a. Your gross income for the last completed financial year (or your estimate for the current year if you are a new business) did not (or will not for a new business) exceed £10,000,000.
- b. Your business activities do not include any of the following:
  - i. financial institution (including but not limited to banks and buildings societies);
  - ii. gambling company or operator;
  - iii. government department or agency, council, local authority or public body;
  - iv. healthcare or medical provider;
  - v. payment card processor or gateway, payroll processor;
  - vi. social or professional networking site or service; dating site or service;
  - vii. producer, distributor, advertiser or broadcaster of pornography;
  - viii. data warehouse, direct marketer, data aggregator or information broker;
  - ix. family planning or substance abuse centre or service, adoption agency or abortion clinic;
  - x. mobile application or video game developer or publisher;
  - xi. insurer or insurance broker;
  - xii. business process outsourcer.
- c. You do not generate more than 50% of your revenue in the United States of America or Canada.
- d. You are domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
- e. You transact, process or store no more than 1,000,000 records containing personal data annually.
- f. You are either compliant with, or not subject to, the Payment Card Industry Data Security Standards (PCI/DSS).
- g. None of your directors or partners have ever been made bankrupt or insolvent either in a personal capacity or in connection with a business liability.
- h. None of your directors or partners have ever been convicted or charged with a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974.
- i. You have never had any insurance policy avoided or cancelled.

### Claims, losses and circumstances

- j. You are not aware of any matter that is reasonably likely to give rise to any loss or claim, nor have you suffered any loss, nor has any claim been made against you in the last five years that would have been covered by the policy if it were in force.
- k. No regulatory, governmental or administrative action has been brought against you, nor have any investigation or information request concerning any handling of personal data.
- l. You have a process in place to confirm that all payment requests received via email are from a known source.

### **3. Your cover, premium and insurance details**

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For full details of the cover provided by the following products, please consult the policy wordings, which are available from your broker.

**Option 1**

**Option 2**

**Option 3**

All premiums above are inclusive of Insurance Premium Tax (IPT).

This insurance policy operates on a continuing basis. This means that if at the end of the period of insurance there have been no changes to the statements in your Statement of Fact and there have been no other changes to your business which would form part of a fair presentation of the risk, the policy will renew for a further period of 12 months on the same terms. If you agree for the policy to renew, you will not need to do anything. We will renew it and provide you with new policy documentation. If you pay by monthly direct debit, we will continue to take payment in the usual way.

### **4. Acceptance**

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I would like to proceed with cover to start on

Please note that you can choose for cover to commence on any date within 30 days from when you sign this proposal form. The commencement date cannot be in the past. Your application will be rejected if you choose a commencement date in the past or more than 30 days in the future. We may need to agree an amended commencement date in the event that we need to contact you for further information as part of our underwriting process.

Please note that cover is subject to acceptance by Hiscox and will only commence once all necessary underwriting has taken place and you have received confirmation of cover from Hiscox.

I confirm that I have read and agree the statement of fact in section 2 and I accept the offer of insurance based on the cover and limits detailed above.

## 5. Using your personal information

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Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

## 6. Declaration

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I/we confirm that the information given in this proposal form and any supplementary information provided is true, accurate and complete.

I/we have made a fair presentation of the risk and have disclosed all facts and circumstances which would be material to your acceptance or assessment of the risk in a reasonably clear and accessible manner, whether or not those facts or circumstances were the subject of a specific question in this proposal form. I/we confirm that I/we have conducted a reasonable search of the information available to me/us (including information held by third parties) in order to reveal those facts and circumstances. If there are any material facts or circumstances not covered by a specific question on this proposal form, I/we have listed these on a separate sheet of paper which is signed and dated and attached to this proposal form.

I/we understand that if I/we deliberately or recklessly failed to present the risk to you fairly, you may treat this insurance as if it never existed and refuse to make any payment under it. I/we understand that I/we must reimburse all payments already made by you and that you will also be entitled to retain all premiums paid.

I/we understand that if I/we failed to present the risk to you fairly but that failure was not deliberate or reckless, the remedy available to you will depend upon what you would have done if I/we had made a fair presentation of the risk. I/we understand that you may:

- treat this insurance as if it never existed and refuse to make any payment under it. I/we must reimburse all payments already made by you. You will refund any premium I/we have paid; or
- amend the terms and conditions of this insurance and apply those amended terms and conditions from the start of the period of insurance. I/we understand that this may result in a particular claim or loss not being paid. I/we will reimburse you for any payment already made that would not have been paid if such terms had been in effect; and/or reduce the amount of any claim in proportion to the premium that you would have charged if I/we had fairly presented the risk to you. I/we understand that this remedy may apply in addition to those shown in b. above.

The person signing this proposal form is duly authorised to do so on behalf of the proposer.

I understand and agree

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Name

Position within the company

Today's date

Signature or e-Signature

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## 7. Complaints

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Hiscox aims to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing you with the highest standard of service.

If you have any queries or concerns about your policy or wish to complain, please contact Hiscox Customer Relations in writing at:

The Hiscox Building,  
Peasholme Green, York. YO1 7PR.  
or by telephone on 0800 1164 627 / 01904 681 198.  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Whilst we hope you will never have cause to be disappointed by our response, should you wish to escalate the matter further, you may have the right to refer your complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 8. Disclosure

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All sections of cover provided under this product are underwritten by Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited.

Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.