

Proposal Form

Information Technology Liability Insurance

Important Notice Relating to this Proposal

PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM.

Your Information Technology Liability Policy is issued on a CLAIMS MADE basis.

This means that this policy responds to:

- (1) Claims first made against you during the policy period and notified to the Insurer during that policy period, providing that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a Claim may be made against you; and
- (2) Pursuant to Section 40, sub-section 3 of the INSURANCE CONTRACT ACT 1984 which states:

“Where the Insured gave notice in writing to the Insurer of facts that might give rise to a Claim against the Insured as soon as was reasonably practicable after the Insured became aware of those facts but before the insurance cover provided by the contract expired, 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”

When the policy expires, no new notification generally can be made on the expired policy even though the event giving rise to a Claim against you may have occurred during the policy period.

You will not be entitled to indemnity under your new policy in respect of any Claim arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you.

When completing your proposal you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you.

This is important to ensure that you make proper disclosure (refer to notice pursuant to the INSURANCE CONTRACT ACT 1984) in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

In accordance with the provisions of the INSURANCE CONTRACT ACT 1984, your broker is required to advise you of your responsibilities in relation to the disclosure of relevant information.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the INSURANCE CONTRACT ACT 1984 to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, upon what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- That diminishes the risk to be undertaken by the Insurer;
- That is of common knowledge;
- That your Insurer knows or, in the ordinary course of his business, ought to know;
- As to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after the proposal form has been completed up until the time the policy is entered into.)

Non – Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a Claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning. It is therefore vital that you make sufficient enquiries BEFORE you complete your proposal form and BEFORE you sign any declaration that there has been no change in the information proposed.

Please take notice of the following statements pursuant to the provisions of the INSURANCE CONTRACT ACT 1984.

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.

Notice of Occurrences or Events

If during the period of this policy, the Insured shall become aware of any occurrence which may give rise to a Claim under the policy and shall during the period of this insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

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.

When completing this Proposal Form...

- Please answer all questions giving full and complete answers.
- 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 for further explanation.
- 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 Professional Indemnity insurance for the firm who acts as a Proposer.

This proposal form does NOT BIND the Proposer to complete the insurance but will form part of any insurance

By completing this proposal you have NOT automatically set up your insurance contract to begin. You must give an instruction to proceed and have this confirmed back in writing to have cover in force.

If you agree to the above terms click **Submit**. (Online forms only)

Please initial that you understand the above:

Enter in your details to obtain a quote

Insured's Business Name:

(Referred to as "the proposer" within this application)

Address:

Post Code:

Your Name:

Business ABN:

Contact Phone:

Web Address:

Your Email Address:

Are you or any subsidiary company applying for this insurance **registered** in any country **outside of Australia and New Zealand?** Yes No

Has the proposer earned or are they expected to earn any fee (including fees paid to Contractors) outside of Australia & New Zealand? Yes No

If YES, you will need to provide details of the countries where income is derived on a separate attachment.

Professional Indemnity Limit of Indemnity Required

\$1,000,000 \$2,000,000 \$5,000,000 \$10,000,000

Public and Products Liability Limits of Indemnity Required

\$5,000,000 \$10,000,000 \$20,000,000

Actual Gross Revenue for the Previous Financial Year (Australia & New Zealand only)

Please include any fees paid to Contractors

\$0 - \$250,000 \$250,001 - \$500,000 \$500,000 - \$1,000,000 +

Number of staff including principals, employees and contractors:

For the purpose of calculating Stamp Duty please confirm the percentage of revenue earned in each state & overseas income (must add up to 100%):

NSW % VIC % QLD % SA % WA % TAS % ACT % NT %

Overseas % Total = 100% with Income from overseas =

BUSINESS ACTIVITIES OF THE PROPOSER

2.1) Is the proposer an Information Technology & Telecommunication Contractor or Company? Yes No

2.2) Does the proposer have more than 3 years IT&T industry experience? Yes No

2.3) Please define the product or services provided or supplied by the Insured. To select multiple products or services, please tick all the relevant boxes that apply to the business.

- IT&T Contracting
- IT&T Consulting
- Website Development and Design / Website Administration
- Software Development, Design, Analysis, Programming and Sales
- System Integration
- Network Developers, Design and Support Services
- Software Reselling
- Hardware Reselling
- Telecommunications Services
- Data Processing / Data Warehousing
- Database Programming and Design
- Software Maintenance Services
- LAN and WAN providers
- IT Systems Analysis, Design and Development
- Hardware Maintenance, Installation and/or Repair
- IT Recruitment Consultants and Placement Services
- IT&T Project Management
- IT&T Education and/or Training
- E-Commerce Application Development
- Application Service Provider
- Enterprise Resource Planning (ERP) Implementation and/or Maintenance
- IT Security Systems and/or Consulting
- Software Maintenance and Support Services
- IT Support and Help Desk
- Data Communication Services
- Website Hosting
- Facilities Management Services
- Multimedia Services
- Software Programming
- IT Software and/or Systems Testing

Does the proposer provide any products or services to any of the following end users?

3.1) Online gaming and/or gambling applications? Yes No

3.2) Online and real time funds transfer? Yes No

(excluding credit card authentication systems)

Online and real time funds transfer includes systems that enable funds to be transferred from bank accounts to any other destination. This excludes consulting and project management of such systems but includes product development, support, design and maintenance of such systems.

3.3) Any medical technology that impacts directly or indirectly with the diagnosis and/or treatment of an illness. This does not include administration and/or business management systems Yes No

Administration and business management systems means systems dealing with patient records, storage of patient and/or clinical data and other systems utilised for the administrative processes surrounding health applications

3.4) Defence technology that impacts directly or indirectly with respect to weapons or combat systems? Yes No

Weapons and/or combat systems means those systems that enable the calibration, discharge and/or firing of any weapons or combat systems. This does not include administration and/or business management systems.

3.5) **Production line or manufacturing systems incl SCADA and/or PLC systems?**

Yes No

Production line or manufacturing systems including SCADA and/or PLC systems mean any systems that automate any production environment, including but not limited to manufacturing of the plants, public utilities and any other public safety systems

3.6) Internet Service Provider? Yes No

An entity which offers access to the internet using dial up or other means of data communication for a fee. This does not include website hosting entities.

3.7) Avionics or Marine applications? Yes No

Avionics and marine applications means systems that control navigation and/or flight and/or control of any aircraft and/or watercraft

3.8) Encrypting or decrypting software products (where the proposer is the product designer or manufacturer of such product). Yes No

Encryption and decryption software products means any software product that enables the authentication of a user or a transaction. This does not include advice, consultancy or the resale of encryption products.

3.9) Public Key Infrastructure software products (where the proposer is the product designer or manufacturer of such product) Yes No

Public Key Infrastructure software products means any arrangement and/or system that binds public keys with the respective users identity by a Certificate Authority

3.10) Undertake any welding or hot work? Yes No

3.11) Undertake any underground digging or trenching? Yes No

PAST CLAIMS

4.1) Have you or your company ever suffered any Claims, which would have been covered by insurances of this type? Yes No

4.2) Has any Insurer ever declined to provide cover for insurances of this type? Yes No

4.3) Are you or any fellow Director, Partner or Employee aware, after reasonable enquiry, of any Claim or Circumstance that may give rise to a Claim under insurance of this type? Yes No

4.4) Are you or any fellow Director, Partner, Principal or Employee aware of any complaints or any contract dispute alleging non-performance of your product or service? Yes No

4.5) Are you currently insured for Professional Indemnity? Yes No

If YES, who is your current insurer?

If known, who is your current Insurance Broker/Agent?

Expiry Date of your current policy if known / /

It is important that THE UNDERSIGNED OF THE DECLARED INFORMATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY

IF IN DOUBT PLEASE CONTACT YOUR BROKER FOR MORE ASSISTANCE

NON-DISCLOSURE MAY AFFECT AN INSURED'S RIGHT OF RECOVERY UNDER THE POLICY

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 Statement" at the beginning of this Proposal. 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**

If you agree to the above terms click **Submit**. (online forms only)

I/we confirm that the above information is accurate at the date and time of signature below. I/we also confirm that I/we are authorized to disclose that the particulars and statements within this document are true, correct and complete and contain all the information known to me/us at this time.

Signature of applicant(s)

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Date