


## Information Technology Insurance **PROPOSAL FORM**



**Please return this completed proposal to:**

 Perrymans  
General Insurance Brokers  
PO Box 596, Kent Town SA 5071  
Fax: 08 8362 3131 | Email: [admin@perrymans.com](mailto:admin@perrymans.com)

If you have any queries please phone: 08 8362 7127



**PLEASE READ THE FOLLOWING IMPORTANT NOTICES BEFORE COMPLETING THIS PROPOSAL.**

**Your Duty of Disclosure – Contracts of General Insurance**

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts 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, on 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 any 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 their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

**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 and/ 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.

**Change of Risk or Circumstances**

The terms and conditions of any insurance policy offered by the Insurer will be based on the information provided to the Insurer.

If any material change occurs to the information provided on or with this proposal form prior to the inception of the policy, it is essential that the Insurer is advised of the same prior to inception of any policy. Failure to do so on your part may prejudice any subsequent claim under the policy and/ or the continuation of the insurance contract.

**Claims Made Policy – IT (Professional Indemnity Section)**

The Professional Indemnity Section of any insurance contract (policy) that may be offered on the basis of this proposal form will provide insurance on a "claims made" basis.

This means that the policy will indemnify you for claims made against you and notified to the Insurer during the period of insurance. The policy will also respond to the written notification of facts that might give rise to a claim pursuant to Section 40(3) of the Insurance Contracts 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 the insurance cover provided by the contract."*

The policy does not provide indemnity in relation to:

- events that occurred prior to the retroactive date, if any, specified in the policy;
- claims notified or arising out of circumstances notified under any previous policy;
- claims made against you prior to the commencement of the period of insurance;
- claims made against you after the expiry of the period of insurance;
- claims arising out of claims or circumstances noted on this proposal form or any previous proposal form;
- claims arising out of any facts or circumstances known to you at the commencement of the period of insurance where such facts or circumstances would have put a reasonable person in your position on notice that a claim may be made against you in the future.

The indemnity provided by the Professional Indemnity Section of this policy is subject to all the terms and conditions of the policy.

**Surrender or Waiver of any Right of Contribution or Indemnity**

Where another party would be liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by the policy, but you have agreed with that party that you would not seek to recover any loss or damage from that party, you are **NOT COVERED** under the policy for any such loss or damage.

**Increased Contractual / Assumed Liabilities**

Unless otherwise agreed by the Underwriter/Insurer, Insurance policies **EXCLUDE COVER** in respect of:-

- any liability assumed by the Insured under a contract, including but not limited to any express guarantee, warranty, contractual penalty or liquidated damages, unless such liability would have attached to the Insured in the absence of such contract; or
- any duty or obligation assumed by the Insured that is not assumed in the normal conduct of the Insured business

You should obtain appropriate legal advice before agreeing to or signing any such document.

**Not a Renewable Contract**

Any insurance policy offered by the Insurer will terminate at expiry of the specified period of insurance. There is no right to automatic extension or renewal of the policy. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the expiring policy so that the Insurer may consider whether or not to offer a replacement policy, and if so, on what terms.

**Retroactive Liability**

The contract does not provide cover in relation to events that occur before the commencement of the contract unless retroactive liability cover is requested in this proposal form AND THE CONTRACT IS EXTENDED accordingly. If you require further explanation please contact our office.

**Average Provision**

One of the insuring provisions of the IT (Professional Indemnity) Contract of Insurance provides that where the amount required to dispose of a claim exceeds the limit of the sum insured in the contract the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the contract limit bears to the total amount required to dispose of the claim.

**Privacy Policy**

Perrymans O'Grady Philpott Pty Ltd trading as Perrymans is conscious of its obligations under the privacy legislation and regulations relating to the way we can collect, use, keep secure and disclose personal information. We have developed a privacy policy which explains what sort of personal information we hold about you and what we do with that information.

For further queries regarding any of the above please our Privacy Officer or refer to our [www.perrymans.com/privacy-policy](http://www.perrymans.com/privacy-policy).

**Important Instructions for Completing this Proposal Form**

- All questions must be answered in full. Failure to do so may result in delays in providing a quotation or effecting the insurance.
- Where a Yes/No response is indicated please tick or cross the applicable box.
- This form must be signed by at least one principal, partner or director of the principal entity seeking insurance after all necessary enquiries have been made of the principals, partners, directors, employees and Consultants, Subcontractors & Agents of all entities seeking insurance.
- Where there is insufficient space to answer any question, or additional documentation or information is required, please provide same by way of a clearly labelled attachment to this proposal form and specify the applicable attachments in the space provided for each question.
- Provision of CV's and/or Company Capability Statement
- If you require any assistance in completing this proposal form please contact Perrymans.
- If a contract of insurance is agreed, this proposal form will form the basis of the contract.

**SECTION 1: CONTACT DETAILS**

- a) Primary Contact: \_\_\_\_\_
- b) Postal Address: \_\_\_\_\_
- c) Street Address: \_\_\_\_\_
- d) Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- e) Web Address: \_\_\_\_\_ Email: \_\_\_\_\_
- f) Country or State of Registration: \_\_\_\_\_ ABN No: \_\_\_\_\_

**SECTION 2: DETAILS OF THE PROPOSER**

- a) Insured Business / Entity Name(s): \_\_\_\_\_ Date Business Commenced \_\_\_\_\_  


*Please attach if insufficient space*

- b) Have you contractually agreed to insure Consultants/Contractors under your policy without right of recovery?  Yes  No

**If yes**, with due regard to the Claims Made basis upon which this policy is arranged, please complete the following:

Insured Consultants: *	Date Commenced	Date Ceased

*\* Please attach if insufficient space*

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

**SECTION 3: MEMBERSHIP DETAILS**

- a) Please advise if you are a member of any professional bodies:
  - Australian Institute of Project Management (AIPM)  Yes
  - Project Management Institute (PMI)  Yes
  - Other Associations: \_\_\_\_\_

**SECTION 4: INCOME DETAILS**

- a) Please provide details of gross revenue (include any fees paid to Contractors) for the following:

Previous Years <b>actual</b> Financial Gross Fees	\$		State Financial Year (eg 14/15)	/
Current Years Financial Fees (Estimated)	\$		State Financial Year (eg 15/16)	/

- b) Please provide a percentage (%) breakdown of the fee income by State or Territory:

State	NSW	VIC	QLD	SA	WA	TAS	ACT	NT	O/Seas	Total
%										<b>100%</b>

- c) Have you ever earned or are expected to earn any fee (including fees paid to Contractors) outside of Australia & New Zealand?  Yes  No

If yes, please provide details

Country	Branch Representation	Dates of Commencement / Closure	Annual Income	Type of Work

- d) **Staff** (Total Number of)

	Number of Part Time	Number of Full Time
Employees – Qualified/Technical (including Principals)		
Employees - Other		
Insured Consultants – Qualified/Technical (refer 2b above)		
Insured Consultants – Other (refer 2b above)		
<b>TOTAL</b>		

**SECTION 5: BUSINESS ACTIVITIES / INDUSTRY**

- a) Are you an Information Technology & Telecommunication Contractor or Company?  Yes  No
- b) Does the proposer have more than 3 years IT & T industry experience?  Yes  No
- c) Please provide us with a full description of your current activities and areas of expertise.

Please define the product or services provided or supplied by the Insured:

Application Service Provider	%
Data Communication Services	%
Data Processing / Data Warehousing	%
E-Commerce Application Development	%
Enterprise Resource Planning (ERP) Implementation and/or Maintenance	%
Facilities Management Services	%
Graphic Design (Website Related Only)	%
Hardware Maintenance, Installation and/or Repair	%
Hardware Manufacture and Sales	%
Hardware Reselling	%
Hosting Application Services Provider	%
IT & T Consultancy Services	%
IT & T Contracting Services	%
IT & T Education and/or Training	%
IT & T Help Desk & Support Services	%
IT & T Project Management	%
IT & T Recruitment & Placement Services	%
IT & T Security Systems and/or Consulting	%

LAN and WAN providers	%
Multimedia Services (Website Related Only)	%
Network Developers, Design & Support Systems	%
Software Development, Design, Analysis, Programming Testing and Sales	%
Software Maintenance Services	%
Software Reselling	%
Systems Analysis	%
Systems Integration Services	%
Telecommunications Services	%
Value Added Reselling	%
Website Design and Development	%
Website Hosting	%
Other, please specify:	%
<b>Total:</b>	<b>100%</b>

- d) **Do you, or have you ever or do you propose** to undertake any activities that have not been identified in any of the above that are to be covered by this policy?  Yes  No

**If you require cover for these activities, please provide FULL DETAIL:**


- e) **Do you, or have you ever or do you propose** to provide any of the following products or services?

- |       |   |                              |                             |
|-------|---|------------------------------|-----------------------------|
| i)    | Online gaming and/or gambling applications?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii)   | Online and real time funds transfer (excluding credit card authentication systems)?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iii)  | 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?              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iv)   | Defence technology that impacts directly or indirectly with respect to weapons or combat systems. This does not include administration and/or business management systems?                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| v)    | Production line or manufacturing systems including SCADA and/or PLC systems?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| vi)   | Internet Service provider?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| vii)  | Avionics or Marine applications?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| viii) | Encrypting or Decrypting software products (where proposer is the product designer or manufacturer of such product) This does not include advice, consultancy or the resale of encryption products? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ix)   | Public Key infrastructure software products (where proposer is the product designer or manufacturer of such product)?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| x)    | Undertake any welding or hot work?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| xi)   | Undertake any underground digging or trenching?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If yes, please provide **FULL DETAIL:**


**f) Contractual Agreements – Assumed Liability**

Policies contain exclusions in relation to liabilities assumed under contract (ie where you agree by contract to increase your liability above that which you normally would be liable in the absence of such a contract). Examples include waiving or limiting rights of subrogation against another party, liquidated damages, express guarantees/warranties or assumption of others liabilities)

Other than for your Consultants, Subcontractors and Agents that you have agreed to insure and are insured under this cover, **do you, have you ever or do you propose** to enter into contracts that serve to increase your liability above that which you normally would be liable in the absence of such a contract?

Yes       No

If yes please provide detail. *If insufficient space below, please addend.*

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**SECTION 6: COVER REQUIREMENTS**

**a) Limit of Indemnity Required:**

Professional Indemnity		Public & Products Liability	
\$1,000,000	<input type="checkbox"/>	\$10,000,000	<input type="checkbox"/>
\$2,000,000	<input type="checkbox"/>	\$20,000,000	<input type="checkbox"/>
\$5,000,000	<input type="checkbox"/>	Other: \$	<input type="checkbox"/>
\$10,000,000	<input type="checkbox"/>		
Other: \$	<input type="checkbox"/>		

**b) Retroactive Cover**

This extends cover under the policy (to which this proposal relates) for liabilities arising from work as declared in this proposal. No cover will be provided under the policy (to which this proposal relates) for known claims and circumstances. The recommended date should be **“unlimited”** where previous business / prior entity cover exists.

*Please state date from which retroactive cover is required:*

Currently Insured (please specify date):		
Where cover is <b>not</b> currently in Place:	Policy Commencement/Inception	<input type="checkbox"/>
	Unlimited (additional premium may be charged)	<input type="checkbox"/>

**SECTION 7: CLAIMS INFORMATION**

Please answer the following questions after enquiry within your organisation.

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

*If yes, please contact our office for a separate declaration to be completed*

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

*If yes, Please provide details:*

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c) Is the proposer or any fellow Director, Partner, Principal 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

*If yes, Please provide details:*

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d) Has the proposer 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

*If yes, Please provide details:*

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e) Are you currently insured for IT (Professional Indemnity)?  Yes  No

*If yes, Please advise which Insurer and the Expiry date of your policy:*

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**SECTION 8: DECLARATION**

This proposal form must be signed by at least one principal, partner or director of the Proposer (preferably the Managing Principal, Partner or Director) or other persons duly authorised to sign.

The completion and/ or signing of this proposal form does not oblige the Proposer or any insurer to enter into a contract of insurance.

- I/we have made due inquiry of the Proposer and their principals, partners, directors, managers and appropriate staff members in respect of all questions in this proposal form and have the authority to sign this proposal form on their behalf.
- I/we acknowledge that I/we have read and understand the Important Notices in this proposal form.
- I/we declare that all statements and responses are true and accurate, and no fact or matter has been misstated, misrepresented or omitted.
- I/we agree that this proposal form and all additional information provided by me/us shall be incorporated into and shall form part of any contract of insurance.
- I/we acknowledge that until a contract of insurance is entered into, I/we must notify any material change to the facts and/ or matters disclosed in this proposal form.
- I/ we consent to the use of personal information about me/ us in accordance with the respective privacy policies of Perrymans and the insurer; and the disclosure of personal information in accordance with the respective privacy policies of Perrymans and the insurer.
- If I/we have disclosed personal information about any other person, I/we confirm that I/ we are authorised to disclose to Perrymans and the insurer such personal information and consent to its use in accordance with the respective privacy policies of Perrymans and the insurer; and the disclosure of such personal information in accordance with the respective privacy policies of Perrymans and the insurer.

**DATE:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_

**FOR & ON BEHALF OF:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT PLEASE CONTACT US, SINCE NON-DISCLOSURE MAY AFFECT INSURED’S RIGHT OF RECOVERY UNDER THE POLICY.**

Perrymans recommends that you keep a record of all information supplied for the purpose of entering into an insurance contract (including copies of this Proposal Form and correspondence)