



Commercial & General Insurance Brokers (Aust) Pty Ltd
Suite 4, 1016 Doncaster Road Doncaster East Victoria 3109
Phone: 1300 764 244
Fax: 03 8841 4299
Email: pi@cgib.com.au
Web: www.cgib.com.au
AFS License: 231183
ABN: 12 087 001 045

Professional Indemnity Insurance Proposal Form – IT

IMPORTANT NOTICES

Commercial & General Insurance Brokers (Aust) Pty Ltd (CGIB) is a licensed General Insurance Broker Your application will be forwarded to our Insurer panel requesting them to provide a quote. We will confirm the outcome to you on receipt of their quotations. You may be requested to provide further information. Please feel free to contact us if you would like further details.

COMPLETING THIS FORM

1. Answer all questions. Blanks &/or dashers, or answers 'known to underwriters or brokers' or 'N/A' are not acceptable & will delay consideration of this proposal form;
2. If there is insufficient room to complete a question, please attach a signed & dated addendum;
3. Any documents attached to the proposal form are part of the proposal;
4. Where appropriate, please tick the "Yes" or no box that best indicates your reply.

STATUTORY NOTICES

In this form You, Your, or Yours refers to question one (1) and We, Us or Our refers to the insurer who accepts this form.

DEFINITIONS

Insurers: Any insurer from our panel of insurers.

Insurance Provider: The Insurer from our panel of Insurers whose offer for Insurance has been accepted by the applicant.

RETROACTIVE LIABILITY

The retroactive date is the date after which any errors or omissions of the Insured are covered. Any errors or omissions made before the retroactive date are excluded by the policy. The retroactive date may be the time that the Insured first purchased a Professional Indemnity or Directors' & Officers' Liability policy. It is important to make sure that the retroactive date is correct. Remember, that the actual event that causes a claim to be made under the policy may have occurred in a prior period of insurance, but is only covered if it is notified to the Insurers in the period of insurance when the Insured first becomes aware of the claim or circumstances. The act, error or omission must arise from work done after the retroactive date shown in the schedule of the policy for the insurance to respond.

OTHER PRODUCTS & SERVICES

Please visit us at www.cgib.com.au for further information.

PRIVACY STATEMENT

We and our Insurer panel will only collect personal information from you or about you which is relevant to processing and assessing your application and use it in a way you would reasonably expect. Without this personal information we may not be able to process your application. Please see our privacy policy at: <http://www.cgib.com.au/privacy>.

Important Information Required – Please Attach

Copy of CV for all directors and personal providing advice

Copy of your services &/or products information brochure

Copy of your service contract (if applicable)

Recommendations *(Please select the products that you would like further information)*

Public & Products Liability Insurance

Management Liability Insurance

Information and communication technology insurance application form

Policy number

Your business

Name(s) in full of all entities to be insured					
ABN				Input Tax Credit	%
Phone	()	Fax	()	Web address	www.
Address of head/principal office				State	Postcode
Are you the owner of these premises	or a tenant				
Address(es) of branch offices or other locations				State	Postcode
				State	Postcode
				State	Postcode
Are you the owner of these premises	or a tenant				
When was the business established?	/ /				
Period of insurance	From	/ /	To 4pm on	/ /	

Business details

1. Please provide the following details:

Names of all partners/principals/directors	Age	Qualifications	Year qualified	Period practicing as partner/principal/director	
				This business	Previous business
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		
			/ /		

2. (a) Total number of:

- (i) Partners/principals/directors
- (ii) Professional qualified staff
- (iii) Other technical staff
- (iv) Trainee staff

- (v) Sales staff
- (vi) Clerical staff-typists, receptionists etc.
- (vii) Contractor/consultants
- (viii) Other staff (please specify)

Total all partners/principals/directors and staff

If not contained on your website, please provide curricula vitae or resumes for all partners/principals/directors detailing qualifications and a summary of career experience.

(b) Please provide details of all relevant Associates, Societies, Industry Groups or Professional organisations of which you or your technical staff are a member:

Association	Year joined	Current	
		Yes	No
		Yes	No

- 3. Has the name of the business ever been changed? Yes No
- 4. Has any other business amalgamated or merged with you? Yes No
- 5. Have you purchased any other business? Yes No

Business details

6. Is any partner, principal or director connected or associated (financially or otherwise) with any other business? Yes No

If you have answered 'Yes', to any of the above, please provide details:

7. Please provide details of:

(a) The precise nature of the activities of the business, including primary purpose of software/systems provided, sold or licensed including details of any advice provided.

(b) The approximate percentage of your gross income derived from the following business activities:

• Hardware sales (reseller)	%
• Hardware sales (own developed or exclusive importer) - addendum form to be completed	%
• Pre-packaged third party software sales (reseller)	%
• Pre-packaged software sales (own developed or exclusive importer) - addendum form to be completed	%
• Application software development/contract programming	%
• Data Communication Services (ISP) - addendum form to be completed for more than 25% activities	%
• Telecommunication services	%
• Network services	%
• Help desk services	%
• Maintenance services	%
• Data processing/warehousing services	%
• Bureau services	%
• ICT project management general consultancy	%
• Integration services	%
• Security services	%
• Billing services	%
• Education and training	%
• Other (please describe) <input style="width: 600px;" type="text"/>	%
Total	100%

(c) Will there be any substantial changes in your activities or any major new operations contemplated during the next twelve (12) months?

(d) Are any of your products/services:

• Intended for use in industrial control systems and or SCADA systems and or robotic?	Yes	No
• Intended for use in aviation, radar, aircraft, watercraft, military installations and or warfare equipment?	Yes	No
• Intended for use in any surgical/medical application or equipment?	Yes	No
• Intended for use in any pollution control system?	Yes	No
• Intended for use in any artificial intelligence application or system?	Yes	No
• Intended for use in any gambling/wagering system?	Yes	No
• Intended for use in the provision of any adult content/pornographic material?	Yes	No
• Prototype, experimental or single product items?	Yes	No

If 'Yes', to any of the above please provide us with full details on a separate sheet.

8. Prior to providing any contractual indemnity to anyone in respect of intellectual property licensed or sold or shared, do you ensure that you have sole legal rights to such intellectual property licensed/sold/shared? Yes No

9. Do you have all employees, consultants and sub-contractors assign you their intellectual property rights? Yes No
If 'Yes', please provide a copy of standard agreement.

10. Do you provide services to integration projects with more than 75 users and multi-users locations? Yes No

Business details

11. (a) Please provide a brief description and contract value for the three (3) largest contracts you have undertaken in the past five (5) years.

Brief description	Contract value (\$)
	\$
	\$
	\$
(b) Please provide an estimate of the value of the largest project you have quoted or tendered or that you are likely to undertake in the next year.	\$

12. Does any contract or client represent more than 50% of your annual work or fees?

If 'Yes', please provide details:

Yes No

--

13. (a) If you engage consultants, sub-contractors or agents, do you insist they carry their own professional indemnity insurance? Yes No

(b) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes No

14. Do you perform work outside Australia, or work for clients located overseas?

If 'Yes', please provide an approximate percentage breakdown by country or client:

Yes No

15. Do you ever negotiate contracts in which you:

(i) Do not exclude liability for consequential damages? Yes No

(ii) Do not include a limitation of liability for consequential damages? Yes No

Financial details

16. Please provide the amount for the following:	Australia	Overseas
(a) Annual gross wages	\$A	\$A
(b) Annual gross turnover current year	\$A	\$A
(c) Annual gross turnover estimated next twelve (12) months	\$A	\$A

(d) Please provide the approximate percentage of your activities (based on turnover) applicable to each State, Territory and Overseas.

NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%

17. Please provide a breakdown of your revenue by the following major industry segments that most effectively describe your business focus:

Percentage revenue by type of client:

Government	%
Finance and banking	%
Commercial/industrial	%
Other	%
Total	%

Claims details

Please answer the following AFTER ENQUIRY of all persons to be insured under this policy:

18. (a) Have any claim(s) been made for negligence or breach of professional duty, personal injury or property damage in the last ten (10) years against: Yes No

(i) you;

(ii) any predecessors in business;

(iii) any prior business of any of your past or present directors, partners or principals;

(iv) any person to be insured under this policy; or

Claims details

(b) Have any circumstances been notified to insurers that may give rise to a claim? If 'Yes', please provide the following details in respect of each matter: Yes No

Date matter notified	Name of insurer (if any)	Name of claimant or potential claimant	Brief description of matter	Amount paid or estimate of potential liability	Is matter finalised or outstanding?
/ /					
/ /					
/ /					
/ /					
/ /					
/ /					
/ /					
/ /					
/ /					
/ /					

(c) Are there any claims or circumstances that you are aware of that may give rise to a claim against you or any prior business or any of your past or present partners, principal or directors, or any person to be insured under this policy, which is not referred to in 18. (a) above? If 'Yes', please provide the following details in respect of each matter:

Name of claimant or potential claimant	Brief description of matter	Estimate of potential liability

19. Have you or any of your partners, principals or directors ever been refused this type of insurance or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? If 'Yes', please provide details: Yes No

--

20. Have you or any of your partners, principals or directors ever been declared bankrupt in the last five (5) years? If 'Yes', please provide details: Yes No

--

21. Have you or any of your partners, principals or directors been the subject of administration proceedings in the last five (5) years? If 'Yes', please provide details: Yes No

--

22. Have you or any person to be insured under this policy ever been subject to disciplinary proceedings for professional misconduct? If 'Yes', please provide details: Yes No

--

23. Have you or any of your partners, principals or directors been convicted of any criminal offence (other than minor traffic convictions) in the last five (5) years? If 'Yes', please provide details: Yes No

--

24. After enquiry, has any contract or project experienced cost overruns, delays in implementation, failure of system(s) and/or product(s) to meet full functionality? If 'Yes', please provide details: Yes No

Client/contract name	Brief description or problem

25. After enquiry, has any client refused payment or requested a refund of monies paid? If 'Yes', please provide details: Yes No

Client	Amount of refund or non payment

Insurance cover details

26. Do you presently carry or has the business ever carried information and communication technology liability insurance?

Yes No

If 'Yes', please provide details:

Insurer			
Expiry date	/ /		
Limit	Errors and omissions	\$	Personal injury and property damage \$

Cover required

	Limit of liability	Deductible/excess
Section A - Errors or omission	\$A	\$A
Section B - Bodily injury/property damage	\$A	\$A

Please indicate any optional extension for which you seek cover:

Increased aggregate liability (Reinstatement)	Yes	No
Third party intellectual property coverage	Yes	No
USA and Canada Coverage	Yes	No
Covered contractors	Yes	No

Disclosure of relevant facts

Duty of Disclosure

Under the Insurance Contracts Act 1984 (the Act); you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you and anyone else to be insured under the Policy and if so, on what terms.

- You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

- If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Claims made (Section A)

Section A of this Policy operates on a 'Claims made and notified' basis. This means that the Policy covers you for Claims made against you and notified to us during the Period of Insurance.

Other than coverage afforded under Clause 1.7 of the Policy "Continuous cover" and coverage afforded pursuant to the extended notification period, the Policy does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if a date is specified)
- Claims made after the expiry of the period of insurance even though the event giving rise to the Claim may have occurred during the period of insurance
- Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy
- Claims made, threatened or intimated against you prior to the commencement of the period of insurance
- facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy
- Claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a Claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of insurance, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against you arising from those facts notwithstanding that the Claim is made after the expiry of the period of insurance. Any such rights arising under the legislation only. The terms of the Policy and the effect of the Policy is that you are not covered for Claims made against you after the expiry of the period of insurance, except to the extent of coverage afforded pursuant to the extended notification period.

Average provision

The policy may provide that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this declaration.

Privacy statement

QBE includes information about how we manage your personal information in our Product Disclosure Statements and policy booklets. You can obtain a copy of the QBE Privacy Policy Statement from our website www.qbe.com or contact in writing, to The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.

Declaration and authorisation

Please remember that we will treat a statement or claim or act or omission by any one of the applicants as a statement or claim or act or omission by all of the applicants.

1. I/we have received a copy of the Policy booklet.
2. I/we are authorised to complete and sign this application form on behalf of the business.
3. I/we declare that all answers and statements made in the application form are true, correct and complete in every respect.
4. I/we authorise QBE Insurance (Australia) Limited ABN 78 003 191 035 to give to or obtain from other insurers or insurance references bureaus or credit reporting agencies, any information about this insurance or any other insurance of mine including this completed application form and mine and the business's insurance claims history and credit history.

Name of business

Sign: Partner, principal or director

Date

/ /

Please return the completed form to your financial services provider.

This policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 of Level 5, 2 Park Street, Sydney NSW 2000