

Professional Indemnity (Information Technology) Proposal Form



IMPORTANT NOTICES

This proposal form must be completed, signed and dated by a partner or director of the company to be insured.

All questions must be answered in full. If necessary, additional information may be provided on a separate sheet and incorporated into the proposal.

All material facts must be disclosed – whether subject to a specific question contained herein or not. You have a continuing duty to disclose all material facts to your insurer throughout the duration of any period of insurance. Failure to disclose a material fact may prejudice your rights under the policy in the event of a claim and/or render the policy void.

A material fact is any fact, matter or other information which may alter or influence an insurer's assessment or acceptance of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer.

1. Name of the company to be insured

2. Principal Address

3. Establishment Date of company

4. Policy Renewal Date

5. Please state limit of indemnity required

Professional Indemnity \$1,000,000 \$2,000,000 \$5,000,000 Other

Public Liability \$1,000,000 \$2,000,000 \$5,000,000 Other

6. Please complete the following

Names of all directors/partners	Period of time as a director/partner	Professional Qualifications	Date Qualified

7. Number of staff (excluding those listed above)

Professionally Qualified	Technical
Others	

8. Please provide gross income details for the past 3 complete financial years and an estimate for the forthcoming year

Income derived from	Forthcoming Year (Estimate)	Last Complete Financial Year	2nd Year Back	3rd Year Back
New Zealand				
USA & Canada				
Elsewhere (Please specify)				
Total				

9. a) What percentage of your work do you subcontract?

b) Do you ensure that all subcontractors acting on your behalf hold current Professional Indemnity insurance?

Yes

No

c) What is the minimum level of indemnity that they are required to hold?

10. Please provide work split by percentage of gross income received.

Activity	Last Complete Year	Forthcoming Year
Sale of Own Brand Hardware		
Sale of Third Party Hardware		
Hardware Installation		
Hardware Maintenance		
Cabling - Internal		
Cabling - External		
Sale of Own Shrink Wrap Software		
Sale of Third Party Shrink Wrap Software		
Sale of Customisable Software		
Development of Bespoke Software		
Software Installation		
Software Customisation		
Software Maintenance		
IT Consultancy		
IT Project Management		
Supply of IT contract staff		
IT Facilities Management		
IT Security Consultancy		
Website Design (Brochure)		
Website Design (Transactional)		
Website Hosting (using own server)		
Other Work (Please provide details)		
Total	100%	100%

11. Please provide a description of your business activities, including details of any software/system functionality.

12. Are you responsible for, or do you provide advice or services in connection with any of the following?

- a) Live trading or mission-critical systems Yes No
- b) System or network security (other than the installation of third-party anti-virus software or firewalls?) Yes No
- c) Internet Service Provision (ISP) or Sale of software as a service Yes No
- d) Medical diagnostics or drug administration systems or software Yes No
- e) Games software Yes No

If the answer to any of 12 a) – e) is YES, please provide full details below

- 13. a) Do you ensure that all contracts are subject to your own standard contract terms? Yes No
- b) If NO, do you ensure that all non-standard contract terms are reviewed by your legal counsel prior to signing? Yes No

14. Do your contracts/licensing agreements include the following:

- a) Statement of work and specification Yes No
- b) Exclusion of liability for consequential, special and indirect losses, loss of profits and liquidated damages. Yes No
- c) Limitation of liability Yes No

If YES, please state typical limit of liability

- d) Provision to ensure that any changes to the scope of work are reflected in a written variation of the contract Yes No

15. Please provide the following information in respect of your largest contracts

Client Name	Services Provided	Start Date	Completion Date	Total Contract Value	Fee received from the contract

- 16. Do you anticipate any material changes in the activities undertaken, or the type of contract that the company will be involved with? Yes No
- 17. Does any single client or contract represent more than 30% of the company's total annual income? Yes No
- 18. Is any partner or director of the company associated or connected (financially or otherwise) with any other organisation? Yes No
- 19. Are any contracts subject to any legal jurisdiction other than that of New Zealand? Yes No

If the answer to any of questions 16-19 is YES, please provide full details below:

20. a) Has any claim, whether successful or not, ever been made against you, your predecessors in business, or any past or present partner or director or employee (whether previously insured or not)? Yes No
- b) Have you suffered any loss, or has any claim ever been made against you, your predecessors in business, or any past or present partner or director or employee as a result of any actual or alleged fraud or dishonesty by any partner director or employee? Yes No
- c) Have you or any of the partners or directors ever been declared bankrupt or become insolvent? Yes No
- d) Are you, or any of the partners, directors or employees **after full enquiry** aware of any circumstance which may give rise to a claim against you, your predecessors in business or any past or present partner, director or employee? Yes No

If the answer to any of questions 20 a) – d) is YES, please provide full details below

Declaration

On behalf of all proposed insured's, I/We declare and agree that

- a) All information provided, in this proposal or attachments, is true and complete in every respect and that no Material Facts remain undisclosed;
- b) If this risk is accepted, such information will be incorporated into and form the basis of the contract of insurance;
- c) I/We understand that SPUA requires this information in order to evaluate this proposal and that Privacy Act 1993 entitles me/us to have access to, and request the correction of, any information retained;
- d) SPUA is authorised to disclose information to its advisers, reinsurers, other insurers and parties with a financial interest in the subject matter of this proposal;
- e) SPUA is authorised to check details against the Insurance Claims Register and to place information on the Insurance Claims Register which other insurers can access on behalf of Certain Underwriters at Lloyd's;
- f) SPUA is authorised to obtain from other parties any information which may be relevant to the acceptance of this risk;
- g) The signing of this proposal does not bind either party to complete the contract and that no cover will be in force until confirmed by SPUA.

Signed

Insured(s) Signature

Date