

## IMPORTANT INFORMATION

Please read this first

# IT Liability Proposal form

### Important facts relating to this proposal form

You should read the following advice before proceeding to complete this proposal form.

#### 1. Duty of disclosure

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 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 his 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 its liability under the contract in respect of a claim, refuse to pay the 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.

#### 2. Claims made and notified basis of coverage

Insuring Clause 1.1 - 'iTech cover' is issued on a 'Claims made and Notified' basis. This means that the Insuring Clause responds to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided 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 him/her; and
- (b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the policy period. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, section 40(3) of the Insurance Contracts Act 1984 is set out below:

"S40(3) 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."

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

### 3. Retroactive date

With regard to Insuring Clause 1.1 - 'iTech cover', you will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

### 4. Subrogation waiver

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

### 5. Average provision

If your policy provides for 'Costs in Addition' to the limit of indemnity and if a payment in excess of the limit of indemnity available under your 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 payments.

### 6. Privacy statement

Vero Insurance is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

#### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

#### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

#### Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

### **Disclosure overseas**

There are also instances where we may have to send your personal information overseas or collect personal information from overseas.

These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### **Access**

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

### **Marketing**

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

### **Contact**

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

Our Privacy Policy can also be found on our website at [vero.com.au](http://vero.com.au)

## **7. General Insurance Code of Practice**

We support and adhere to the General Insurance Code of Practice. By incorporating these standards into our business, we are committed to providing the highest level of service to our customers, every time. Access a copy of the Code at <http://www.codeofpractice.com.au/> or alternatively, contact the Insurance Council of Australia on 9253 5100.

## **8. Our complaints handling procedures**

### **Resolving your complaints**

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

### **What we will do to resolve your complaint**

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

### **What if you are not satisfied with our final decision?**

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

**Guidelines to help you complete this proposal form**

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. This form can be completed manually or electronically. If completing electronically, when you have completed this electronic proposal form, print it out and manually sign the declaration. Enter dates as dd-mmm-yyyy eg 04 Jan 2008.
3. Reference to 'Proposer' in this Proposal Form means:
  - ▼ the entity or entities named in question 1; and
  - ▼ the past and/or present employees, sole practitioners, partners or directors of the entity or entities named in question 1.
4. If there is insufficient space to provide your answers, the additional space at the end of the proposal form can be used.

**Section 1 – Details of the proposer**

1. Names of all proposing to be insured ABN


2. Telephone number Facsimile number Email address

(    )	(    )	
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Website address

3. Address of principal office

	State	Postcode
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4. Address of other office(s)

	State	Postcode
	State	Postcode

5. Date business established

/    /

6. Has the Proposer been involved in any mergers or acquisitions in the last five years?  
 No  Yes  If Yes, please provide details:

7. Has the Proposer been involved in any joint ventures in the last five years?  
 No  Yes  If Yes, please provide details:

8. Name of all principals, directors, partners	Age	Qualifications	Date qualified	How long practising
	/		/	
	/		/	
	/		/	
	/		/	
	/		/	

9. Number of principals and staff

	Full time	Part time	Contractors
Directors, partners, principals			
Professional / technical staff			
Sales staff			
Help desk / support staff			
Administration staff			
Other staff (please provide details)			

10. Is the Proposer represented in any way outside Australia?

No  Yes  If Yes, please state country, fees / turnover, number of staff and number of offices

Country	Fees / turnover	Number of staff	Number of offices
	\$		
	\$		
	\$		

11. Please state gross turnover (as applicable) payable by clients, including gross paid to sub-contractors.

Location	Previous 12 months	Last 12 months	Next 12 months
(a) Australia	\$	\$	\$
(b) elsewhere (excluding the North America)	\$	\$	\$
(c) in the North America (including work performed outside those areas for persons, companies, firms, or organisations having an address therein)	\$	\$	\$
<b>Total of (a), (b) and (c) above</b>	\$	\$	\$

12. Stamp Duty Declaration – Please provide a percentage breakdown of fees / turnover by location as follows

NSW	VIC	QLD	SA	WA
%	%	%	%	%
TAS	ACT	NT	Overseas	<b>Total</b>
%	%	%	%	<b>100%</b>

**Section 2 – Details of the services**

1. Please provide a brief description of your business:

2. Please provide a percentage breakdown of your gross income / turnover between the following:

(a) Software sales – own developed	%	Please complete Supplementary Question 1
(b) Software sales – third party	%	Please complete Supplementary Question 1
(c) Hardware sales – own developed	%	Please complete Supplementary Question 1
(d) Hardware sales – third party	%	Please complete Supplementary Question 1
(e) Subscription	%	Please complete Supplementary Question 2

(f) Hardware manufacture / assembly	%	Please complete Supplementary Question 3
(g) Installation / maintenance	%	Please complete Supplementary Question 3
(h) Design / development / programming / analysis	%	Please complete Supplementary Question 4
(i) Web hosting / ISP	%	Please complete Supplementary Question 5
(j) Data services (storage, warehousing, processing, transport, etc)	%	Please complete Supplementary Question 5
(k) Integration	%	Please complete Supplementary Question 5
(l) Helpdesk and IT support	%	Please complete Supplementary Question 6
(m) Consulting	%	Please complete Supplementary Question 7
(n) Project management	%	Please complete Supplementary Question 7
(o) Other (please provide details)	%	

3. Does the Proposer subcontract or outsource any of their activities or business functions?

No  Yes  If Yes:

(a) Please state percentage of gross fees / turnover paid to subcontractors or outsourced services providers in the last 12 months?  %

(b) What activities are subcontracted or outsourced?

(c) Do all subcontractors have Professional Indemnity insurance? No  Yes

(d) Does the Proposer engage any sub-contractors who:

(i) are natural persons not corporate entities;

(ii) work under the Proposer's direct control and supervision?

No  Yes  If Yes, is cover required for such sub-contractors under the policy?

No  Yes  If Yes, do the gross fees/turnover declared in section 1, question 10 include gross fees paid to such sub-contractors? No  Yes

4. Please list the types of industries / clients to whom you provide services / products:

Type of industry/client:	Percentage of turnover
<input style="width: 700px; height: 20px;" type="text"/>	%
<input style="width: 700px; height: 20px;" type="text"/>	%
<input style="width: 700px; height: 20px;" type="text"/>	%
<input style="width: 700px; height: 20px;" type="text"/>	%
<input style="width: 700px; height: 20px;" type="text"/>	%

5. Are you involved in, or do you provide services in relation to:

- (a) SCADA / PLC No  Yes
- (b) Digital certificates / Public Key Infrastructure No  Yes
- (c) Avionics systems being used on aircraft, satellites and/or spacecraft No  Yes
- (d) Ground based systems used to control and/or monitor aircraft, satellites and/or spacecraft No  Yes
- (e) Financial trading platforms No  Yes
- (f) Financial transaction systems No  Yes
- (g) Prevention of unauthorised access to computer systems or networks (including, but not limited to, virus detection/protection) No  Yes

- (h) Gambling systems (whether online or in physical premises) No  Yes
- (i) Medical devices and/or systems that monitor, analyse, medicate and/or control patients or provide diagnostic systems on patients No  Yes
- (j) Genetics, microbiology, molecular biology, biochemistry, embryology and cell research and applications No  Yes
- (k) Weapon control, development, manufacture and/or deployment No  Yes
- (l) Do you provide ISP services? No  Yes

6. Please provide the following details in respect of your 5 largest contracts/projects for the last 5 years:

Client	Contract / project description	Your role	Project value	Your income	Year(s)
1.					
2.					
3.					
4.					
5.					

7. Do you anticipate any contracts/projects in the coming 12 months that will be larger than any of the above contracts / projects?

Client	Contract / project description	Your role	Project value	Your income	Year(s)

8. Is cover required in respect of the conduct of the Information Technology Services by any former subsidiary?

No  Yes  If Yes, please provide details:

Name subsidiary	Date ceased to be subsidiary
	/ /
	/ /

9. Is previous business cover required for the previous business of any principal, director or partner?

No  Yes  If Yes, please advise:

Name of principal, director or partner	Name of previous business	Information Technology services

**Section 3 – Compliance and risk management**

1. What percentage of your outstanding debtors are more than 90 days overdue?  %

Do any of the Proposer's clients have outstanding fees?

No  Yes  If Yes, please provide details:

2. Do you have documented quality control / assurance procedures?

No  Yes  If Yes, please describe your quality control / assurance procedures and how those procedures are complied with:

3. Do you have documented product recall procedures?

No  Yes  If Yes, please describe your product recall procedures and how those procedures are complied with:

Two empty text boxes for describing product recall procedures.

4. Do you use standard contracts that have had independent legal review?

No  Yes

5. Do you ever enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which would exist in the absence of a contract?

No  Yes

6. Do you exclude liability for consequential loss?

No  Yes

7. Do you maintain back-ups and have documented risk mitigation procedures in place?

No  Yes  If Yes, please provide details of your back-up and risk mitigation procedures and how those procedures are complied with:

Two empty text boxes for describing back-up and risk mitigation procedures.

8. How do you ensure the confidentiality and security of client and subscriber data and information?

One empty text box for describing confidentiality and security measures.

**Section 4 – Insurance and claims history**

1. Does the Proposer have any Professional Indemnity Insurance or Public and Products Liability Insurance currently in force?

No  Yes  If Yes, please state:

Name of insurer

One empty text box for insurer name.

Limit of indemnity

Excess

Two empty text boxes for limit of indemnity and excess.

Renewal date

Retroactive date

Two date input boxes with slashes for renewal and retroactive dates.

2. Has any insurer, in respect of the risks to which this proposal relates, ever:

(a) declined a proposal, refused renewal or terminated an insurance?

No  Yes

(b) required an increased premium or imposed special conditions?

No  Yes

(c) declined an insurance claim by the Proposer or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?

No  Yes

If Yes to any of the above, please give details

Two empty text boxes for providing details of insurance incidents.

3. (a) Has any claim been made against the Proposer or any principal, partner or director (either as a principal, partner or director of the Proposer or of any previous business), consultant or employee in respect of the risks to which this proposal relates?

No  Yes

(b) Has the Proposer or any principal, partner, director, consultant or employee incurred any other loss or expense which might be within the terms of the Professional Indemnity or Public and products Liability Insurance cover?

No  Yes

If Yes in either case, please give details

Date of claim, occurrence or loss

Brief details of each claim, occurrence or loss

Cost (if any) of claim paid or loss insured

Estimated outstanding loss

Table row 1: Date, details, cost, and outstanding loss.

Table row 2: Date, details, cost, and outstanding loss.

Table row 3: Date, details, cost, and outstanding loss.

4. What action has been taken to prevent a recurrence of the situation which gave rise to each claim, occurrence or loss?

Two empty text boxes for describing actions taken to prevent recurrence.



5. Is any principal, director, partner, consultant or employee, **after enquiry**, aware of any circumstances which might:
- (a) give rise to a claim against the Proposer or his/her predecessors in business or any of the present or former partners, principals, directors, consultants or employees? No  Yes
- (b) result in the Proposer or his/her predecessors in business or any of the present or former partners, directors, consultants, employees or principals incurring any losses or expenses which might be within the terms of the Professional Indemnity cover (this includes, but is not limited to, disciplinary hearings)? No  Yes
- (c) otherwise affect the Proposer's consideration of this Insurance? No  Yes

If Yes to any, please give details, including maximum potential cost (by separate note if preferred)

**It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed insurance policy.**

6. Please state Limit of Indemnity required under this Professional Indemnity insurance:  
 \$1,000,000    \$2,000,000    \$5,000,000    \$10,000,000    \$20,000,000    Other \$
7. Please state Excess required under this Professional Indemnity insurance:  
 \$1,000    \$2,500    \$5,000    \$7,500    \$10,000    Other \$
8. Please state the Limit of Liability required under the Public & Products Liability cover:  
 \$5,000,000    \$10,000,000    \$15,000,000    \$20,000,000    Other \$
9. Please state the Excess required under the Public & Products Liability cover:  
 \$250    \$500    \$1,000    \$2,000    Other \$

**Declaration**

I/we the undersigned duly authorised person(s) declare that:

- (i) I am/we are authorised by each of the Proposers to sign this Proposal Form; and
- (ii) the above statements are correct, true and complete; and
- (iii) no information material to this Proposal Form has been withheld; and
- (iv) I/we have read the important facts which you have put before me/us and I/we understand the advice given in relation to the duty of disclosure; and
- (v) I/we have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- (vi) I/we understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- (vii) I/we undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- (viii) I/we acknowledge that the insurer relies on the information and representations in this Proposal Form and otherwise made by me/us in relation to this insurance; and
- (ix) except where indicated to the contrary, I/we understand that any statement made in this Proposal Form will be treated by the insurer as a statement made by all persons to be insured; and
- (x) I/we have read Vero Insurance's Privacy Statement on this Proposal Form, and consent to the use, disclosure and obtaining of personal information about the Proposer for the purposes shown in the Privacy Statement.

Signed

Name of Partner(s) or Director(s)

On behalf of (insert name of firm)

Date

**If completing electronically, print out the completed form and attach a manual signature**  
**NB: To be signed by the Chief Executive Officer, Company Secretary or Managing Director.**

# Supplementary questions

1. Complete if you provide the services detailed in Section 2, Q2 (a), (b), (c) and/or (d).

(a) Please provide the following details in respect of hardware/software products (if there is insufficient space, please attach additional pages providing this information):

Product name / type	Purpose / function	Target clients

2. Complete if you provide the services detailed in Section 2, Q2 (e).

(a) Please provide full details of the subscription service / product provided:


3. Complete if you provide the services detailed in Section 2, Q2 (f) or (g).

(a) Please provide the following details in respect of products which you manufacture / assemble / install / maintain (if there is insufficient space, please attach additional pages providing this information):

Product name / type	Purpose / function	Were you involved in the design process?	
		No <input type="checkbox"/>	Yes <input type="checkbox"/>
		No <input type="checkbox"/>	Yes <input type="checkbox"/>
		No <input type="checkbox"/>	Yes <input type="checkbox"/>
		No <input type="checkbox"/>	Yes <input type="checkbox"/>

(b) Do you install or maintain your own products? No  Yes

4. Complete if you provide the services detailed in Section 2, Q2 (h).

(a) Please indicate which of the following you design / program / develop / analyse:

Graphics	No <input type="checkbox"/>	Yes <input type="checkbox"/>	Software – “off-the-shelf” or downloadable	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Websites	No <input type="checkbox"/>	Yes <input type="checkbox"/>	Software – hosted and utilised online	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Applications	No <input type="checkbox"/>	Yes <input type="checkbox"/>	System infrastructure / architecture	No <input type="checkbox"/>	Yes <input type="checkbox"/>

Other (please describe):


(b) Please provide the following details in regards to everything you design / program / develop / analyse (if there is insufficient space, please attach additional pages providing this information):

Product name / type	Purpose / function	Service you provide
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

5. Complete if you provide the services detailed in Section 2, Q2 (i), (j) or (k).

Please provide full details of your service / activity:

  

6. Complete if you provide the services detailed in Section 2, Q2 (l).

(a) Do you operate according to scripts / guidelines provided by your clients?

No

Yes

(b) What industries and businesses do you provide help desk/support services for?

  

7. Complete if you provide the services detailed in Section 2, Q2 (m) or (n).

(a) What are your areas of expertise?

  

(b) What types of projects / jobs do you consult on / manage?

  

(c) What role do you play within larger teams?

  

(d) Is client sign-off always required prior to the implementation of any advice / recommendations?

No

Yes

(e) Are you involved in costs estimation?

No

Yes