# IT Liability Proposal form



# IMPORTANT INFORMATION Please read this first

# Important facts relating to this proposal form

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

# 1. Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

- You do not need to tell us anything that:
- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

# If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

# 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

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group."

# Why do we collect personal information?

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

# What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

#### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information; publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services for example:
  - information technology providers,
  - administration or business management services, consultancy firms, auditors and business management consultants,
  - marketing agencies and other marketing service providers,
  - claims management service providers,
  - print/mail/digital service providers, and
  - imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory, or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;

- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

#### Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can contact us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

#### How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Suncorp Group Privacy Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

#### Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries, or giving us your marketing preferences you can:

Visit

Email

www.vero.com.au/privacy.

• Speak to us directly by phoning us on: 1300 888 073

privacyaccessrequests@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 'You' 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 – Your details

1. Names of all entities to be insured	ABN	
	]	
2. Telephone number	Facsimile number	
( )		
Email address	Website address	
3. Address of principal office		
	State	Postcode
4. Address of other office(s)		
	State	Postcode
	State	Postcode
5. Date business established / /		
6. Have you been involved in any mergers or acquisitions in the last	t five years?	
No Yes If Yes, please provide details:		
<ul> <li>7. Have you been involved in any joint ventures in the last five years</li> <li>No Yes If Yes, please provide details:</li> </ul>	s?	
8. Name of all principals, directors, partners Age Qualification	ns 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. Are you represented in any way outside Australia?

No 🗌 Yes 🗌 If Yes, please state country, revenue, number of staff and number of offices

Country	Revenue	Number of staff	Number of offices
	\$		
	\$		
	\$		

11. Please state your revenue (gross of amounts paid to sub-contractors).

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

12. Stamp Duty Declaration – Please provide a percentage breakdown of revenue (gross of amounts paid to sub-contractors) by location as follows:

NSW	VIC	QLD	SA	WA
%	%	%	%	%
TAS	ACT	NT	Overseas	Total
%	%	%	%	100%

# Section 2 - Details of services / products

1. Please provide a description of the services/products that you provide:

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Please provide a percentage breakdown of your revenue (gross of a	imounts paid to sub	-contractors) 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, SaaS or cloud computing	%	Please complete Supplementary Question 2
(f) Hardware manufacture / assembly	%	Please complete Supplementary Question 3
(g) Installation / maintenance	%	Please complete Supplementary Question 3
(h) Design / develop / programming / analysis	%	Please complete Supplementary Question 4
(i) Web hosting	%	Please complete Supplementary Question 5
(j) Data services (storage, warehousing, processing, transport, etc)	%	Please complete Supplementary Question 5
(k) ISP	%	Please complete Supplementary Question 6
(I) Integration	%	Please complete Supplementary Question 7
(m) Helpdesk and IT support	%	Please complete Supplementary Question 7
(n) Consulting	%	Please complete Supplementary Question 8
(o) IT Project management	%	Please complete Supplementary Question 8
(p) Web design	%	Please complete Supplementary Question 8
(q) Telecommunication / network services	%	Please complete Supplementary Question 8
	%	Please complete Supplementary Question 8
(r) IT education & training	%	Please complete Supplementary Question 8
(s) Other (please provide details)		
Do you sub-contract or outsource any of your activities or business No Yes I If Yes:	functions?	
(a) Please state percentage of revenue paid to sub-contractors or outsourced services providers in the last 12 months?	9	, 0
(b) What activities are sub-contracted or outsourced?		
(c) Do all sub-contractors have Professional Indemnity insurance?		No 🗌 Yes 🗌
(d) Do you engage any sub-contractors who:		
(i) are natural persons not corporate entities;		

(ii) work under your direct control and supervision?

No Yes

З.

- No Yes If Yes, is cover required for such sub-contractors under the policy?
  - If Yes, does the revenue declared in section 1, question 11 include 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
	%
	%
	%
	%
	%

5. Do you design, develop, programme, build, manufacture, modify, customise, or alter any software or hardware (either stand-alone or bundled) where the core functionality is:

(a	) SCADA / PLC	No	Yes
(b	) Digital certificates / Public Key Infrastructure	No 🗌	Yes
(c	Avionics systems being used on aircraft (including drones), satellites and/or spacecraft	No	Yes
(d	) Ground based systems used to control and/or monitor aircraft (including drones), 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
( )	Control or monitoring of motor vehicles or marine craft	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 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. Do you have quality control / assurance procedures?

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

2. Do you have product recall procedures?

	No Yes If Yes, please describe your product recall procedures and how those procedures are com	olied with:	
3.	Do you use standard contracts that have had independent legal review?	No 🗌	Yes 🗌
4.	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
5.	Do you exclude liability for consequential loss?	No	Yes
6.	Do you maintain back-ups and have documented risk mitigation procedures in place?		

Yes	If Yes, please provide details of your back-up and risk mitigation procedures and how those procedures are
	complied with:

7. Do you have procedures to ensure the confidentiality and security of client and subscriber data and information?

# Section 4 - Insurance and claims history

No

1. Do you have any Professional Indemnity and Public and Products Liability Insurance currently in force?

No 🗌 Yes 🗌 If Yes, please state:				
Name of insurer				
Limit of indemnity	Excess			
Renewal date Retroactive date				

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 or reduced its liability to pay an insurance claim (other than by application of an Excess)?	in full	No 🗌	Yes 🗌
If Yes to any of the above, please give details			
			]
3. (a) Has any claim been made against you or any principal, partner or director (ei partner or director of the entities named in Question 1 or of any previous bu or employee in respect of the risks to which this proposal relates?	itner as a principal, isiness), consultant	No 🗌	Yes 🗌
(b) Have you or any principal, partner, director, consultant or employee incurred or expense which might be within the terms of the Professional Indemnity Products Liability Insurance cover?	any other loss or Public and	No 🗌	Yes 🗌
If Yes in either case, please give details			
	Cost (if any) of claim paid or loss insured	Estimated outstanding loss	
	\$	\$	
	\$	\$	
	\$	\$	
4. What action has been taken to prevent a recurrence of the situation which gave	rise to each claim, occur	rence or loss?	
5. Is any principal, director, partner, consultant or employee, <b>after enquiry</b> , aware	of any circumstances wh	ich might:	
(a) give rise to a claim against you or your predecessors in business or any of th partners, principals, directors, consultants or employees?	ne present or former	No 🗌	Yes 🗌
(b) result in you or your predecessors or any of the present or former partners, dire or principals incurring any losses or expenses which might be within the terms	of the Professional Indem	inity	
and/or Public and Products Liability insurance cover (this includes, but is not lim (c) otherwise affect the Insurer's consideration of this Insurance?	nited to, disciplinary hearing	-	Yes
		No 📖	Yes 📖
If Yes to any, please give details, including maximum potential cost (by separate no	ote if preferred)		
It is agreed that if such facts, circumstances or situations exist, whether or no	ot disclosed, any claim a	rising from them is	]
excluded from this proposed insurance policy.			
6. Please state the Limit of Indemnity required under the Professional Indemnity in		\$	
L \$1,000,000 S2,000,000 S5,000,000 \$10,000,000 L	\$20,000,000	)ther	
7. Please state the Excess required under the Professional Indemnity insurance co	over:	\$	
\$1,000 \$2,500 \$5,000 \$7,500	\$10,000	)ther	
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		)ther	
9. Please state the Excess required under the Public & Products Liability cover:		•	]
\$250 \$500 \$1,000 \$2,000		)ther	

#### Declaration

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

- (i) I am/we are authorised 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 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 🗌	Yes	
		No 🗌	Yes 🗌	
		No 🗌	Yes	
		No 🗌	Yes 🗌	
(b) Do you install or maintair	n 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 🗌	Yes	
Software – "off-the-shelf"	" or downloadable	No 🗌	Yes 🗌	
Websites		No 🗌	Yes	
Software – hosted and ut	tilised online	No 🗌	Yes 🗌	
Applications		No	Yes	
System infrastructure / ar	rchitecture	No 🗌	Yes 🗌	
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):

Pro	oduct name / type	Purpose / function		Service you provide	1	
5	Complete if you provide the services deta	iled in Section 2 O2 (i) and (ii		L		
	ease provide full details of your service / act					
6.	In relation to your ISP services as detailed	in Section 2, Q2 (k) please p	rovide responses	to the following Que	stions.	
	(i) Number of subscribers					
	(ii) In respect to Commercial / Business su	ubscribers:				
	Do you limit liability in all contracts?					
	No 🛄 Yes 🛄 If Yes, to what amoun	ıt?				
	Do you ever sign contracts where it ac	cepts liability for consequent	ial loss?			
	No 🔄 Yes 🔄 If Yes, is the liability lin	mited and to what amount?				
	Are all contracts legally reviewed prior	to signing?			No	Yes
	(iii) Please name your top 3 commercial / b	ousiness subscribers?				
7.	Complete if you provide the services deta	iled in Section 2, Q2 (I) or (m)				
	(a) Do you operate according to scripts / g	juidelines provided by your cl	ients?		No 🗌	Yes
	(b) What industries and businesses do you	u provide help desk/support s	ervices for?			
	Complete if you provide the convised date	iled in Castion 2 (n) (a) (n)				
8.	Complete if you provide the services deta (a) What are your areas of expertise?	lied in Section 2, (n), (o), (p), (	q), (r) or (s).			
	(a) What are your areas of expertise:					
	(b) What types of projects / jobs do you co	onsult on / manage?				
	/					
	(c) What role do you play within larger tea	ims?				
	(d) Is client sign-off always required prior t	to the implementation of any	advice / recomme	endations?	No	Yes
	(e) Are you involved in costs estimation?					Yes