

Proposal Form

Information Technology Liability Insurance

Important Notice Relating to this Proposal

PLEASE READ THE FOLLOWING ADVICE BEFORE PROCEEDING TO COMPLETE THIS PROPOSAL FORM.

Your Information Technology Liability Policy is issued on a CLAIMS MADE basis.

This means that this policy responds to:

- (1) Claims first made against you during the policy period and notified to the Insurer during that policy period, providing 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 you; and
- (2) Pursuant to Section 40, sub-section 3 of the INSURANCE CONTRACT 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 insurance cover provided by the contract"

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

You will not be entitled to indemnity under your new policy in respect of any Claim arising out of circumstances of which you were aware at any time prior to policy inception which would have put a reasonable person in your position on notice that a Claim may be made against you.

When completing your proposal you are obliged to report and provide full details of all circumstances which have become known to you and which would put a reasonable person in your position on notice that a Claim may be made against you.

This is important to ensure that you make proper disclosure (refer to notice pursuant to the INSURANCE CONTRACT ACT 1984) in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

In accordance with the provisions of the INSURANCE CONTRACT ACT 1984, DUAL Australia Pty Ltd is required to advise you of your responsibilities in relation to the disclosure of relevant information.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the INSURANCE CONTRACT 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, upon 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 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 their Insurer.

(It should be noted that this duty continues after the proposal form has been completed up until the time the policy is entered into.)

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 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. It is therefore vital that you make sufficient enquiries BEFORE you complete your proposal form and BEFORE you sign any declaration that there has been no change in the information proposed.

Please take notice of the following statements pursuant to the provisions of the INSURANCE CONTRACT ACT 1984.

Surrender or Waiver of any Right of Contribution or Indemnity

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

Notice of Occurrences or Events

If during the period of this policy, the Insured shall become aware of any occurrence which may give rise to a Claim under the policy and shall during the period of this insurance given written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may actually be made.

Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

When completing this Proposal Form...

- Please answer all questions giving full and complete answers

It is the duty of the Proposer to provide all information that is requested in the proposal form as well as to add additional relevant facts.

A relevant fact is such know fact and/or circumstance that may influence in the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker or insurer.

- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question
- The proposal form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting directors & officers liability insurance for the firm who acts as a Proposer.

This proposal form does NOT BIND the Proposer to complete the insurance but will form part of any insurance



Privacy Statement

DUAL Australia Pty Ltd is bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendments (Private Sector) Act 2000 regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We will use the information you provide in this Proposal Form (including any supplementary documentation) to consider your application for insurance, to determine policy terms, to assess a claim, etc.

We may disclose your personal information to third parties who we believe are necessary to assist us. These third parties will only use your personal information for the purposes we provided it to them (or if required by law). We may also be required to disclose your personal information to others for the purposes of public safety and/or law enforcement.

If you provide us with personal information about other individuals you must ensure that you obtain consent from those individuals to disclose that information to us.

You are entitled to access your personal information and request any correction if required.

SECTION 1: DETAILS OF THE PROPOSER

- 1. Insured Name: _____
- 2. Address of Head Office: _____
- 3. Telephone Number: _____ 4. Fax Number: _____
- 5. Web Address: _____
- 6. Country Or State of Registration: _____ 7. ABN / ACN No: _____
- 8. Date of Establishment (dd/mm/yyyy): _____
- 9. Address of all other locations (if any) from which the Insured operates: _____

- 10. Professional Association, Industry Group or Society Membership: _____

SECTION 2: DETAILS OF THE BUSINESS

- 1. Please provide a detailed description of your business, including primary purpose of software/systems licensed or supplied by you including details of any advice provided.

 - 2. Has the name of the Business ever been changed? Yes [] No []
 - 3. Have you sold, purchased or merged with any other Business? Yes [] No []
 - 4. Is any Principal, Partner or Director connected or associated (financially or otherwise) with any other Business? Yes [] No []
- If YES to any of the above please provide further details: _____

SECTION 3: EMPLOYEE INFORMATION

1. Please state the total number of the following:

	Number		Number
Principals, Partners, Directors		Administrative Staff	
Professional qualified staff		Other (please specify)	
Trainee Staff			
Sales Staff		Total	

2. Please provide the following details for each of the Insured's principals, partners, directors and key technical staff:

Name	Age	Qualifications	Date Qualified	No. Years of this Practise	Total Years Practising

3. Please provide details of annual gross wages for:

Current Year: _____ Estimate Next Year: _____

SECTION 4: TURNOVER DETAILS

1. Please provide a percentage breakdown of your gross turnover by activity for the current year.

Activity	Percentage Breakdown %	Activity	Percentage Breakdown %
Reseller of Third Party Software		Maintenance and Repair	
Reseller of Third Party Hardware		Data Processing/Warehousing Services	
Software Sales (own developed)		General Consultancy	
Hardware Sales (own developed)		Education and Training	
ISP/Web/Internet Services		IT Recruitment and Placement Services	
Telecommunication Services		Facilities Management and Outsourcing	
Systems Integration		Other (please specify)	

2. Please provide a breakdown of turnover for the current financial year and an estimate for the next year.

Territory	Current Year	Estimate Next Year
Australia and New Zealand		
Asia		
UK		
USA/Canada		
Total		

3. In respect of gross turnover for the current financial year, please provide a breakdown by State:

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

4. Are any of your products/services intended for use in any of the following?

Medical/Surgical applications	Yes []	No []
Aerospace/Radar/Navigation Systems	Yes []	No []
Military/Defence Systems	Yes []	No []
Oil, Gas, Power, Nuclear Energy applications	Yes []	No []
Financial or Banking Systems	Yes []	No []
Manufacturing Process Control Systems	Yes []	No []
Security Systems	Yes []	No []

If YES to any of the above please provide further details:

SECTION 5: GENERAL INFORMATION

1. Are you, have you, or do you plan to be a part of a joint venture, partnership or consortium? Yes [] No []
If YES, please provide further details:

Joint Venture Partner	Details

2. Do you use a standard contract or agreement for all the work you perform? Yes [] No []
If YES, please provide a copy.

3. Do you ever negotiate contracts or agreements in which you:

(a) Accept liability for consequential damages?	Yes []	No []
(b) Do not limit your liability for consequential damages?	Yes []	No []
(c) Do not include a Force Majeure Clause?	Yes []	No []

4. Do you provide contractual indemnities to anyone in respect of intellectual property licensed, sold or shared?

If YES, please supply a copy of your standard indemnity. Yes [] No []

5. Do you have sole legal rights to the intellectual property/licensed/sold/shared? Yes [] No []

If NO, please supply details.

6. Do you act as an agent for any company(s)? Yes [] No []

If YES, please provide details:

Company	Software/Hardware/Services provided in accordance with the agency	Percentage of agency sales To total turnover

7. Please provide a brief description and contract value for the five (5) largest contracts undertaken over the past five (5) years.

Brief Description	Contract Value (\$)

8. Do you use the services of consultants, contractors or agents? Yes [] No []

If YES:

- (a) do you insist they carry their own Information Technology Liability 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 []

Do you require cover for consultants, contractors or agents? Yes [] No []

If YES, please provide:

- (a) A list of consultants, contractors, or agents
- (b) Total payments to such persons in the current year
- (c) Copy of your standard Contractors Agreement

9. Do you have all employees, consultants and contractors assign you their intellectual property rights? Yes [] No []

If YES, please provide a copy of standard Agreement.

10. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next twelve (12) months? Yes [] No []

If YES, please provide further details:

11. Do you perform work outside Australia, or work for clients located overseas? Yes [] No []

If YES, please provide an approximate percentage breakdown by country.

SECTION 6: CLAIMS DETAILS

1. After enquiry:

(a) have any Claims been made against the Company for professional negligence, error or omission in the last 5 years? Yes [] No []

(b) have any Claims been made against you for Information Technology Liability,

If YES, please provide further details of the Claim, the Claim amount and any payments:

2. After enquiry is the Proposer or any of the Principals, Partners, Directors or Employees aware, of any circumstances or incident, which may give rise to a Claim against the Company or any present or former Principals, Partners, Directors or Employees? Yes [] No []

If YES, please provide further details:

3. After enquiry has any client disputed payment for products or services rendered? Yes [] No []

If YES, please provide further details:

4. After enquiry has any contract or project experienced cost overruns, delays, system failure or functionality problems? Yes [] No []

If YES, please provide further details:

SECTION 7: DETAILS OF INSURANCE COVER

1. Do you have any information Technology Liability, Professional Indemnity or Public/Products Liability Insurance Cover currently in place? Yes [] No []

If YES, please state:

a. Name of the Insurer:

b. Limit of Indemnity:

c. Deductible:

d. Expiry Date of the Policy:

e. Retroactivity Date:

2. Has the Company or any Principal, Partner or Director ever been refused or cancelled insurance, or had a renewal application denied, or had special terms imposed? Yes [] No []

If YES, please provide further details:

SECTION 8: INDEMNITY LIMIT

1. Please complete indemnity limit and deductible required:

	INDEMNITY LIMIT	DEDUCTIBLE
PROFESSIONAL INDEMNITY	\$A	\$A
PUBLIC & PRODUCTS LIABILITY	\$A	\$A

2. OPTIONAL EXTENSIONS

Is cover required for:

USA/Canada Cover Yes [] No []
 Consultants, Subcontractors and Agents Yes [] No []
 Reinstatement of Indemnity Limit Yes [] No []

SECTION 9: DECLARATION

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this proposal form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that the Underwriters may use and disclose our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. The undersigned agrees that this proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

TO BE SIGNED BY THE INSURED FOR WHOM THIS INSURANCE IS INTENDED FOR

SIGNATURE DATE

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 THE BROKER OR AGENT, SINCE NON-DISCLOSURE MAY AFFECT AN ASSURED'S RIGHT OF RECOVERY UNDER THE POLICY

DUAL Australia 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).