

Proposal Form

Miscellaneous Consultants Combined Professional Indemnity & Liability Insurance

IMPORTANT NOTICES:

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

- The persons whose interests are to be insured under this policy should understand the terms, definitions and cover provided by this policy by reference to our Policy Wording. It is available from Your Insurance Advisor or our Website.
- When Tailored Underwriting (a division of Cerberos Brokers Pty Ltd ABN 61 106 769 886 AFSL 260668) places this policy of insurance under an authority given to them by the Insurer, they will be effecting the contract as Agent of the Insurer.

Claims Made Policy – Professional Indemnity Section:

Section 2 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.

The Policy does not provide cover for:

- Wrongful Acts that occurred before the Policy's Retroactive Date specified in the Schedule;
- Claims made after the Period of Insurance expires even where the event giving rise to the Claim 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 or threatened against You prior to the commencement of the Period of Insurance;
- Claims arising out of any facts or circumstances which were:
 - known to You prior to the inception of the Period of Insurance and which You knew or ought reasonably to have known might give rise to a Claim, or Defence Costs and Expenses;
 - Claims arising out of circumstances noted in the Proposal 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 became 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 arise 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.

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

Penalty For Non-Disclosure

If You fail to comply with your duty of disclosure, the insurer may be entitled to reduce his 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.

Notify Us Of Any Change Of Risk

Also, You must notify Us, as soon as practicable, of any alteration to risk which may affect Your Policy during the period of insurance.

Privacy Statement

We are bound by the obligations of the Privacy Act 1988 (as amended) regarding the collection, use, disclosure and handling of personal information.

Personal information is information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

We collect personal information about You to enable Us to provide You with relevant products and services, to assess Your application for insurance and to enable Us to provide, administer, and manage Your policy, and to investigate and handle any claims under Your policy. We may disclose Your information to third parties who assist Us or are involved in the provision of Our services including lawyers, accountants, claims adjusters, and others involved in the claims handling process. We may also disclose Your information to people listed as co-insured on Your policy and to Your agents. By providing Your personal information to Us, You consent to Us making these disclosures.

If You do not provide all or part of the information required, We may not be able to provide You with Our products and services, consider Your application for insurance, administer Your policy, assess or handle claims under Your policy, or You may breach Your Duty of Disclosure.

When You provide Us with personal information about other individuals, We rely upon You to have made them aware of that disclosure, and of the terms of the Privacy Statement, and to obtain their consent.

You can request access to the personal information We hold about You at any time. For more information about Our Privacy Statement, please ask Us for a copy.

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 or company either before or after the inception of the policy that you would not seek to recover any loss or damage from that person or company, you are NOT covered under the policy for any such loss or damage.

Notification of Occurrences or Events

You must notify Us of any Claim made against You during the Period of Insurance as soon as practicable and no later than the end of the Period of Insurance.

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 fact.

- A relevant fact is such known 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 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.

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: _____

SECTION 2: GENERAL INFORMATION

1. Is all your work carried out within Australia and subject to Australian Law? Yes No

Do you undertake any work offshore or do you have offices outside Australia? Yes No

If YES, does the Company have operations in the USA/Canada? Yes No

If YES, please provide further details:

SECTION 3: PROFESSIONAL BUSINESS

- 1. Please provide a detailed description of your professional business, which is required to be covered by this policy. You should attach any brochures or promotional material that may provide greater clarity in respect to your professional business.

SECTION 4: INCOME DETAILS

- 1. Please provide a breakdown of your gross fees/income by Professional Business for the last financial year by stating the relevant percentage. These must total 100%.

Activity	Percentage Breakdown	Activity	Percentage Breakdown
Application Service Provider		Maintenance and Repair	
Hardware Reselling		Data Processing/Warehousing Services	
Software Development/Design/Sales/Testing		IT General Consultancy	
Hardware Sales (own developed)		IT Education and Training	
ISP/Web/Internet Services		IT Recruitment and Placement Services	
Telecommunication Services		Facilities Management and Outsourcing	
Website Design/Development		Website Hosting	
ERP Application Services		E-Commerce Application Development	
Facilities Management Service (Hosting)		IT Contracting	
Systems Integration		IT Project Management	
LAN & WAN providers		IT Security Systems/Consulting	
Network Design/Development/Support		Software Maintenance Services	
Systems Analysis		Data Communication Services	
IT Support and Help Desk		Other (please specify)	

Details of OTHER not specified above:

2. In respect of gross fees/income for the last financial year, please provide a percentage breakdown by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas

3. If any gross fees/income was earned for the last financial year outside of Australia, please provide full details below:

Territory	Current Financial Year-\$	Estimate Next Financial Year-\$
Australia		
Overseas		

4. Do you design or provide services relating to?

- a. Medical/Surgical applications and/or any medical technology that impacts directly or indirectly with the diagnosis and/or treatment of an illness
Yes No
- b. Aviation, Aerospace / Radar / Navigation Systems and/or Military/Defence System
Yes No
- c. Oil, Gas, Power, Nuclear Energy, Rail Industry or Asbestos applications
Yes No
- d. Financial or Banking Systems and/or Online and/or real time financial live trading systems
Yes No
- e. Manufacturing Process Control Systems and/or Production line or manufacturing systems including SCADA and/or PLC systems
Yes No
- f. Specialist Network Security Systems
Yes No
- g. Internet Service Provider
Yes No
- h. Encrypting or decrypting software products
Yes No
- i. Public Key Infrastructure software products
Yes No
- j. Games Development
Yes No
- k. Do you undertake any work of a manual nature including the training of others in manual tasks? For the avoidance of doubt this does not include the Installation of IT, Telecommunications and Other audio / visual equipment but would include the type of work expected of an electrical Contractor e.g. the complete re-wiring of an office.
Yes No

If yes to any of the above please provide further details: _____

5. Are you involved in any process of manufacture or construction? Yes No

6. Is the failure of any of your products liable to result in immediate and large financial loss? Yes No

If yes, please provide further details: _____

SECTION 5: EMPLOYEE INFORMATION

1. Please state the following:

- a. Total Number of Employees: _____
- b. Number of Principals, Partners, Directors: _____
- c. Number of qualified Employees: _____

2. Do you have more than 3 years IT&T Experience? Yes No

SECTION 6: LIMIT OF INDEMNITY REQUIRED

1. Please select the amount of Indemnity required:

- | | Professional Indemnity | | Public/Products Liability |
|----|------------------------|--|---------------------------|
| a. | \$1,000,000 [] | | a. \$5,000,000 [] |
| b. | \$2,000,000 [] | | b. \$10,000,000 [] |
| c. | \$3,000,000 [] | | c. Other –\$ _____ |
| d. | \$5,000,000 [] | | |
| e. | Other –\$ _____ | | |

Do you have any Professional Indemnity Insurance Cover currently in place? Yes No

If YES, please state:

- a. Name of Insurer: _____
- b. Limit of Indemnity: _____
- c. Deductible: _____
- d. Expiry Date of the Policy: _____
- e. Retroactive Date: _____

SECTION 7: CLAIMS QUESTIONS

1. Has any claim been brought against you arising from the performance of your business activities or has anyone threatened to bring such a claim? Yes No

If yes please provide details

2. Are you aware of any shortcoming in your work for a client which is likely to lead to a claim against you? Yes No

If yes please provide details

3. Has any proposal in respect of the risks to which this form relates ever been declined or has any such insurance ever been cancelled or renewal refused? Yes No

If yes please provide details

4. Have there been any Public / Products liability claims, whether successful or not, against you in the last 5 years? Yes No

If yes please provide details

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 affected 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 INSURED'S RIGHT OF RECOVERY UNDER THE POLICY

RETURN THIS COMPLETED FORM TO **Cerberos Brokers Pty Ltd**
PO Box 1305
Spring Hill Qld 4004
Facsimile 07 3226 2099
E-mail pi@cerberos.com.au
Phone 1300 880 306

It is recommended 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)