



Technology
Liability Insurance
Proposal form



IMPORTANT NOTICES TO THE APPLICANT

COMPLETING THIS PROPOSAL FORM

This proposal forms the basis of any insurance contract entered. Please complete it fully and carefully, remembering to sign the declaration. If you have insufficient space to complete any of your answers, please attach a signed and dated addendum. Any documents attached to the proposal will form part of the proposal. If you have any doubt over the questions or completing this proposal, please contact your insurance agent, as any non-disclosure may affect your right of recovery under this policy.

CLAIMS MADE COVER

Technology / Media Liability and cyber insurance is issued on a 'Claims Made' basis. It only provides cover if a claim is made against you, by some other person during the period when the policy is in force.

It does not provide cover if a claim arises out of circumstances committed, attempted, or alleged to have been committed or attempted before the retroactive date stipulated in the schedule in the policy.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if you become aware, during the period when the policy is in force, of any facts which might give rise to a claim against you by some other person, then provided that you notify the insurer in writing of the matter as soon as was reasonably practicable after you became aware of those facts but before the insurance cover provided by the policy expires, the insurer may not refuse to indemnify merely because a claim resulting from the matter is not made against you while the policy is in force.

If you, inadvertently or otherwise, do not notify the relevant occurrence or facts to the insurer before the expiry of the policy, you will not have the benefit of section 40(3) and the insurer may refuse to pay any subsequent claim, notwithstanding that the facts or events giving rise to it or the circumstances alleged in it may have taken place during the policy period.

If a claim is made against you by some other person during the policy period but is not notified to the insurer until after the policy has expired, the insurer may refuse to pay or may reduce its payment under the policy if it has suffered any financial prejudice as a result of the late notification.

DUTY OF DISCLOSURE

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

You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk the insurer insures you for; or
- is common knowledge; or
- the insurer knows or should know as an insurer; or
- the insurer waives your duty to tell the insurer about.

IF YOU DO NOT TELL THE INSURER SOMETHING

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

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

SUBROGATION AGREEMENT

If another person or company is liable to compensate you or hold you harmless for part or all of any loss or damage otherwise covered by our policy, but you agree with that person or company (either before or after the inception of our policy) that you would not seek to recover any loss or damage from them, we will not cover you for this loss or damage.

PRIVACY STATEMENT

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

Any Personal Information we collect about you will only be used for the purposes indicated in our Privacy Policy and only in the instance you have provided us with your consent or as otherwise required by law.

We will need to collect personal information from you or your insurance agent to assist with assessing your risk so that we can offer our products and services.

USE OF YOUR INFORMATION

The information collected will be used for the purpose in assisting us with underwriting and administering your insurance cover on behalf of the Insurers we represent. Where reasonable and practicable to do so, we will collect your Personal Information only from you. To verify your identity, we may obtain or verify your Personal Information from a third party.

Information collected can also be used towards improving our customer service, product data research analysis and to advise you of any other products and services that may be of interest to you.

SECURITY OF YOUR INFORMATION

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification, or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Whilst underwriting and reviewing your policy, we may share your information with your insurance agent, claims assessors, and to third party administrators providing related services to your insurance policy. Your information will be provided to the Insurer's we represent, based in the UK and whose details we will provide to you when issuing an insurance quotation.

By providing us with your Personal Information, you consent to us disclosing your information to such entities without obtaining your consent on a case-by-case basis.

FURTHER INFORMATION

We understand that you may not want to share with us the information which is requested to review your insurance policy, and this may affect our ability in providing and assessing an insurance policy.

For more information regarding how we collect, store, use and disclose your information, please read our privacy policy located at www.deltainsurance.com.au or alternatively you can contact us at contactus@deltainsurance.com.au.

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL 535427

APPLICANT DETAILS

1 Name of Applicant (including all subsidiaries to be Insured):

2 ABN:

3 Year Established:

4 Principal Address:

5 Website Address:

6 Please indicate number of employees in each applicable category:

Category	No. of Staff	Category	No. of Staff
Principals/partners/directors		Administration Staff	
Qualified professionals		Other (please describe):	
Other technical staff			
Sales Staff		Total	

7 Please provide the following details for each of the Insured's principals, partners, directors:

Name	Professional Qualifications	Date Qualified	Years as principal, partner or director of the business

8 During the past five (5) years have any of the entities changed their names, or has there been any other business purchased e.g., merger or consolidation taken place?

☐ Yes ☐ No

If Yes, please provide details:

FINANCIAL INFORMATION

9 Please provide the split of revenue / turnover from:

Country	Last Financial Year (actual)	Current Financial Year (projected)	Next Financial Year (estimate)
Australia			
New Zealand			
Asia			
UK & Europe			
USA & Canada			
Rest of the World			

10 Does any one customer account for more than 25% of your annual turnover?

☐ Yes ☐ No

If Yes please provide details:

BUSINESS ACTIVITIES

11 Please describe in detail:

- (a) the nature and types of professional and/or technology services the applicant is engaged in; and
- (b) the types of technology products developed, manufactured, licensed or sold by the applicant:

12 Are there any significant changes in activities anticipated in the next 12 months?

☐ Yes ☐ No

If Yes, please provide details:

13 Please indicate the percentage split of activities which may apply to the business during this current financial year:

Activities	Percentage
Value added and distribution, retail sales of hardware and software	%
Cloud Service provider (i) SaaS (Software as a service)	%
(ii) IaaS (Infrastructure as a Service)	%
(iii) PaaS (Platform as a Service)	%
Data processing / data warehousing	%
IT Project Management	%
IT Recruitment and Placement Services	%
IT Help Desk Services	%
IT General Consulting	%
System Integration Services	%
Maintenance Services	%
Managed Services	%
Internet Service Provider	%
Sale of software where the program code is modified	%
Media Content and Data Sales, Subscriptions and Licenses	%
Application Service Provider	%
Contract programming	%
Search Engine Optimisation Services	%
Telecommunication Services	%
Facilities Management, Co-location and hosting services	%
Hardware Assembly	%
PLC / SCADA development and implementation	%
SAP application sales, consulting, and implementation services	%
ERP application sales, consulting and implementation services	%
Website hosting and collocation services	%
Website design and development services	%
Other services (please describe below)	%
Total (must equal 100%)	%

Other services not specified above:

14 Does the applicant operate within any of the following industries? Please select all that apply:

Description		Description	
Airlines and Airports	<input type="radio"/>	Manufacturing process control systems	<input type="radio"/>
Government	<input type="radio"/>	Financial Institutions	<input type="radio"/>
Gambling	<input type="radio"/>	Oil/Gas/Power/Nuclear Energy Applications	<input type="radio"/>
Military/Defence Systems	<input type="radio"/>	Medical/Surgical Applications	<input type="radio"/>
Public Transportation	<input type="radio"/>	Legal	<input type="radio"/>
CAD/CAM Manufacturing /engineering tools	<input type="radio"/>	Online Funds Transfers	<input type="radio"/>
Education	<input type="radio"/>	Security (digital certificates, firewalls, encryption)	<input type="radio"/>
Mining	<input type="radio"/>	Emergency Services (police, fire), ambulance)	<input type="radio"/>
Healthcare / Medical	<input type="radio"/>	Computer and electronic parts manufacturer	<input type="radio"/>
Game Development	<input type="radio"/>	Retail / Wholesale	<input type="radio"/>
Government	<input type="radio"/>	Manufacturing / Industrial	<input type="radio"/>
Freight/goods/stock movement	<input type="radio"/>	Others (please describe):	<input type="radio"/>

PRODUCTS

15 Based on the products provided, what percentage are:

Years in market	%	Years in market	%
Zero to 1 year old	%	Between 2 - 5 years	%
Between 1 - 2 years	%	5 years or longer	%

CONSEQUENTIAL LOSS

16 Which best describes how the failure of your products and services, or delay in their implementation would impact your customers:

- ☐ Inconvenience, very minimal impact and operations could continue.
- ☐ Operations and revenue would be impacted slightly.
- ☐ Operations and revenues would be interrupted immediately and significantly.

OPERATIONAL CONTROLS ARRANGEMENTS

17 Does the applicant have written contracts with all clients providing products or services ? ☐ Yes ☐ No

If Yes, do contracts include the provisions for the following:

- (a) Fully outline the project scope to be provided to the customer? ☐ Yes ☐ No
- (b) Fully outline how disputes are to be handled? ☐ Yes ☐ No
- (c) Accept indemnity or hold harmless to any third party? ☐ Yes ☐ No
- (d) Cap liabilities? ☐ Yes ☐ No
- (e) Allow for changes to the project scope, reflected in a written variation to the contract? ☐ Yes ☐ No
- (f) Full disclaimer of consequential damages? ☐ Yes ☐ No

18 Please provide the following in relation to customer contracts:

- (a) What is the average length of a single contract?
- (b) What is the average value of a single contract? \$
- (c) Are non-standard contracts legally reviewed? ☐ Yes ☐ No

19 Please provide a brief description of the five (5) highest value contracts in the past five (5) years:

Brief Description	Contract Value (AUD)
	\$
	\$
	\$
	\$
	\$

QUALITY CONTROLS

20 Does the applicant:

(a) Have a formal risk management program in place? ☐ Yes ☐ No

(b) Have customer acceptance testing and sign off procedures prior to the completion of a project? ☐ Yes ☐ No

If No please provide details on how you ensure services & products are meeting customer expectations:

(c) Have a documented process to ensure the delivery of projects can be met within the project time frames? ☐ Yes ☐ No

INDEPENDENT CONSULTANTS AND CONTRACTORS

21 What percentage of turnover is paid to consultants and contractors? %

22 Please detail the work undertaken by consultants and contractors:

23 Are consultants & contractors required to carry professional indemnity insurance? ☐ Yes ☐ No

24 Are contractors required to carry public & product liability insurance? ☐ Yes ☐ No

INTELLECTUAL PROPERTY / CONTENT MANAGEMENT

25 Does the applicant have the following compliance procedures in place in relation to:

(a) Legal and screening processes of all new products prior to release? ☐ Yes ☐ No ☐ N/A

(b) Conduct of full trademark, copyright and patent searches ? ☐ Yes ☐ No ☐ N/A

(c) Written consent with internet, web contractors and any other third parties where the content being used is not your own? ☐ Yes ☐ No ☐ N/A

(d) Customer to review and sign off on any content/material created prior to being disseminated or published? ☐ Yes ☐ No ☐ N/A

PRIVACY

26 Does the applicant collect, process, or maintain private or personal information as part of its business activities? ☐ Yes ☐ No

If Yes, please estimate the number of customer records held at any one time:

☐ 0 - 1,000 ☐ 1,001 - 10,000 ☐ 10,001 - 20,000 ☐ 20,001 - 50,000 ☐ 50,001 - 75,000

☐ 75,001 - 100,000 ☐ 100,001 - 200,000 ☐ 200,001 - 500,000 ☐ Other (specify)

COMPUTER SYSTEM ACCESS PROTECTION

27 Does the applicant have the following in place in the event of a security breach or system failure:

(a) Business continuity plan? ☐ Yes ☐ No

(b) Incident response plan specifically addressing ransomware scenarios? ☐ Yes ☐ No

(c) Disaster Recovery plan? ☐ Yes ☐ No

If Yes to the above, how often are these plans reviewed?

☐ Quarterly ☐ Half yearly ☐ Annually ☐ Every other year

28 Please select which of the following procedures are implemented to protect the company from a security breach:

- ☐ Firewalls, Antivirus and other software security protections
- ☐ Acceptable Internet and Email use guidelines
- ☐ Encryption of data in transit & rest
- ☐ Advanced endpoint protection
- ☐ Encryption of backup data
- ☐ Employee cyber awareness training
- ☐ Security monitoring controls to detect vulnerabilities in the network
- ☐ Critical system patchwork updates
- ☐ Users to be authenticated before allowing connection to internal networks or computer systems
- ☐ Maintains daily back and recovery procedures for all critical data and information assets
- ☐ Multifactor authentication for cloud-based services and remote access to the network
- ☐ Utilises a Virtual Private Network (VPN) for remote users
- ☐ Regular back up of files and stored securely offsite from the live environment

29 Does the applicant outsource any data collection and/or data processes? ☐ Yes ☐ No

If Yes, please provide details of the data functions outsourced:

30 On average how quickly does the applicant expect critical systems to be restored following a network interruption?

- ☐ < 6 Hours ☐ 6 – 12 hours ☐ 12 – 24 hours ☐ > 24 hours

31 When Credit Card information is stored, is the Applicant required to comply with payment card industry standards? ☐ Yes ☐ No

If Yes, please select industry standard level:

- ☐ Level 1 ☐ Level 2 ☐ Level 3 ☐ Level 4 ☐ Outsourced to Third Party Provider

MEDIA

32 Does the applicant have a process to review all content prior to posting on the Insureds internet site? ☐ Yes ☐ No

If Yes is the review performed by legal counsel? ☐ Yes ☐ No

Does the review include screening the content for the following:

- (a) disparagement issues? ☐ Yes ☐ No
- (b) copyrighting infringement? ☐ Yes ☐ No
- (c) trademark infringement? ☐ Yes ☐ No
- (d) invasion of privacy? ☐ Yes ☐ No

If the applicant does not have a process to review all content prior to posting, please describe procedures to avoid the posting of improper or infringing content:

GENERAL LIABILITY

ACTIVITIES

33 Do you undertake any manual work? ☐ Yes ☐ No

34 Is work performed away from your premises? ☐ Yes ☐ No

If yes, please provide:

	Actual work performed away from premises for the last 12 months	Estimated work performed away from premises for the next 12 months
(a) Percentage of turnover	%	%
(b) Type of work		

CARE, CUSTODY OR CONTROL

35 Do you have any property of others in your physical or legal control? ☐ Yes ☐ No

If yes, please provide:

Description of Property	Location	Max Value per Location
		\$
		\$
		\$

CONTRACTUAL AGREEMENTS

36 Do you assume liability under contract or hold harmless (other than lease liability)? ☐ Yes ☐ No

If yes, please provide details and copies of all agreements.

PRODUCT MANUFACTURING, DISTRIBUTION OR SALE

37 Please provide details of all Products you manufacture, sell, supply, handle, treat or distribute: (Please include origin or destination for imports and exports.)

Product Details	Annual Turnover
	\$
	\$
	\$

STAMP DUTY

38 Please provide the approximate percentage of revenue / turnover applicable to each state or territory:

NSW	VIC	QLD	SA	NT	WA	ACT	TAS	O/S	Total

39 If operations are undertaken in NSW, are you eligible for Stamp Duty Exemption? ☐ Yes ☐ No

If Yes, please supply a copy of the Stamp Duty Exemption.

COVER REQUIRED

40 Professional Indemnity

Limit of Indemnity	<input type="radio"/> \$1m	<input type="radio"/> \$2m	<input type="radio"/> \$5m	<input type="radio"/> \$10m	<input type="radio"/> Other: \$
Excess	<input type="radio"/> \$1,000	<input type="radio"/> \$5,000	<input type="radio"/> \$10,000	<input type="radio"/> \$20,000	<input type="radio"/> Other: \$

41 General Liability

Limit of Indemnity	<input type="radio"/> \$10m	<input type="radio"/> \$20m	<input type="radio"/> Other: \$
Excess	<input type="radio"/> \$500	<input type="radio"/> \$1,000	<input type="radio"/> Other: \$

INSURANCE HISTORY

42 Has the applicant ever had any insurance declined or cancelled, renewal refused, special conditions imposed, or a claim rejected?

☐ Yes ☐ No

If Yes, please provide details:

43 Please provide details of your already existing Liability policy in place:

Insurer:		Expiry Date:		Premium:	\$
Limit:	\$	Excess:	\$		

44 Please provide details of the applicant's current technology liability insurance coverage:

Current Insurer:		Expiry Date:	
Limit of Indemnity:	\$	Retention:	\$
		Retroactive Date:	

CLAIMS HISTORY

45 Has a claim, proceeding or demand been made or brought against the Applicant or any of its directors, officer, or employees in the last five years (whether insured or not)?

☐ Yes ☐ No

46 Have the Applicant or any of its directors, officers or employees been the subject to any regulatory, administrative or governmental investigation in the last five years (whether insured or not)?

☐ Yes ☐ No

47 Have any crime losses been sustained by the Applicant in the last five years?

☐ Yes ☐ No

48 Is the Applicant, after enquiry, aware of any act, error, omission, event, circumstance, or incident which may give rise to a claim, proceeding or demand, or any regulatory, administrative or governmental investigation or crime loss?

☐ Yes ☐ No

If Yes, to any of the above, please provide details as well as a copy of your claim's history if applicable:

DECLARATION

I as the authorised undersigned partner, principal, or director, after full enquiry declare as follows:

(a) I am authorised by all applicants to make this proposal

(b) I have read and understood the duty of disclosure, located at the front of this proposal form

(c) I have read and understood this proposal and any accompanying documentation, and acknowledge the contents herein are true and accurate

(d) I understand that, up until a contract of insurance is entered into, I am under an ongoing obligation to immediately inform Delta Insurance Australia of any change in the facts or statements contained in this proposal form or in the accompanying documentation

(e) I understand that should information provided be misleading or fraudulent, the contract may be voided in its entirety as per the Insurance Contracts Act 1984.

I agree although the signing of this proposal does not bind the underwriter to effect insurance, I acknowledge that the particulars and statements contained in this proposal and in the accompanying documentations shall be the basis of the insurance contract should a policy be effected; and further, I acknowledge that the proposal and the accompanying documentation will be incorporated in such policy.

Full Name:

Title:

Signature:

Date: