



Professional Liability Insurance Application

Information and Communication Technology

Policy Number

The Applicant/s

Name(s) in full of all entities to be insured		ABN		Input Tax Credit	%
Phone No.	()	Fax No.	()	Web address	www.
Address of head/principal office					
				State	Postcode
Are you the owner of these premises <input type="checkbox"/> or a tenant <input type="checkbox"/>					
Address(es) of branch offices or other locations.					
				State	Postcode
				State	Postcode
				State	Postcode
Are you the owner of these premises <input type="checkbox"/> or a tenant <input type="checkbox"/>					
When was the business established?		/	/		
Period of insurance	From	/	/	To 4pm on	/ /

Details of Business

1. Please supply the following details.				Period Practising as Partner / Principal / Director	
Names of all Partners/Principals/Directors	Age	Qualifications	Year Qualified	This Practice	Previous Practices
2 (a) Please supply total numbers of:					
(i) Partners/Principals/Directors			(v) Sales staff		
(ii) Professional qualified staff			(vi) Clerical staff – typists, receptionists etc.		
(iii) Other technical staff			(vii) Contractors/Consultants		
(iv) Trainee staff			(viii) Other staff (please specify)		
Total all Partners/Principals/Directors and staff					
If not contained on your website, please enclose curricula vitae or resumes for all Partners/Principals/Directors detailing qualifications and a summary of career experience.					

Details of Business (continued)

2 (b) Please provide details of all relevant Associates, Societies, Industry Groups or Professional organisations of which you or your technical staff are a member:

Association	Year joined	Current
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Has the name of the business ever been changed?		Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Has any other business amalgamated or merged with you?		Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Have you purchased any other business?		Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other business?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered "Yes", to any of the above, please supply details.		
7. Please provide details of:		
(a) The precise nature of the activities of the business, including primary purpose of software/systems provided, sold or licensed including details of any advice provided.		
(b) The approximate percentage of your gross income derived from the following business activities.		
Hardware Sales (Reseller)		%
Hardware Sales (Own Developed or Exclusive Importer) – Addendum form to be completed		%
Pre-Packaged Third Party Software Sales (Reseller)		%
Pre-Packaged Software Sales (Own Developed or Exclusive Importer) – Addendum form to be completed		%
Application Software Development/Contract Programming		%
Data Communication Services (ISP) – Addendum form to be completed for more than 25% activities		%
Telecommunication Services		%
Network Services		%
Help Desk Services		
Maintenance Services		%
Data Processing/Warehousing Services		%
Bureau Services		%
ICT Project Management General Consultancy		%
Integration Services		%
Security Services		%
Billing Services		%
Education and Training		%
Other (Please Describe)		%
Total		100%
(c) Any envisaged substantial changes in your activities or any major new operations contemplated during the next 12 months?		

(d) Are any of your products/services:	
Intended for use in industrial control systems and or SCADA systems and or robotic?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in aviation, radar, aircraft, watrecraft, military installations and or warfare equipment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in any surgical/medical application or equipment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in any pollution control system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in any artificial intelligence application or system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in any gambling/wagering system?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intended for use in the provision of any adult content/pornographic material?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Prototype, experimental or single product items?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes", to any of the above please provide us with full details on a separate sheet.	
8. Prior to providing any contractual indemnity to anyone in respect of intellectual property licensed or sold or shared, do you ensure that you have sole legal rights to such intellectual property licensed/sold/shared?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9. Do you have all employees, consultants and sub-contractors assign you their intellectual property rights? If "Yes", please provide a copy of standard agreement.	Yes <input type="checkbox"/> No <input type="checkbox"/>
10. Has the applicant provided services to integration projects with more than 75 users and multi-users locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
11. (a) Please provide a brief description and contract value for the three (3) largest contracts undertaken over the past five (5) years.	
Brief Description	Contract Value (\$)
(b) Please provide an estimate of the value of the largest project you have quoted or tendered or that you are likely to undertake in the next year.	\$
12. Does any contract or client represent more than 50% of your annual work or fees? If "Yes", please supply details.	Yes <input type="checkbox"/> No <input type="checkbox"/>
13. (a) If you engage consultants, sub-contractors or agents, do you insist they carry their own professional indemnity insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(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 <input type="checkbox"/> No <input type="checkbox"/>
14. Do you perform work outside Australia, or work for clients located overseas? If "Yes", please provide an approximate percentage breakdown by Country or client.	Yes <input type="checkbox"/> No <input type="checkbox"/>
15. Do you ever negotiate contracts in which you:	
(i) Do not exclude liability for consequential damages?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(ii) Do not include a limitation of liability for consequential damages?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Financial Details								
16. Please provide the amount for the following:					Australia		Overseas	
(a) Annual gross wages					\$A		\$A	
(b) Annual gross turnover current year					\$A		\$A	
(c) Annual gross turnover estimated next 12 months					\$A		\$A	
(d) Please provide the approximate percentage of your activities (based on turnover) applicable to each State, Territory and Overseas.								
NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
%	%	%	%	%	%	%	%	%
17. (e) Please provide a breakdown of your Revenue by the following major industry segments that most effectively describe your business focus:								
Percentage revenue by type of client:					Government		%	
					Finance and Banking		%	
					Commercial/Industrial		%	
					Other		%	
					Total		%	

Claims Details					
18. After enquiry has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", please supply details.					
19. (a) After enquiry have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Business or any of its predecessors in business or any prior business of any of its former Partners, Principals or Directors, or have circumstances been notified to insurers that might give rise to a claim? Yes <input type="checkbox"/> No <input type="checkbox"/>					
(b) After enquiry have you had any claims made against you for Information & Communication Technology Liability including Professional Indemnity and Product Liability? Yes <input type="checkbox"/> No <input type="checkbox"/>					
If "Yes", please provide the following details in respect to each matter.					
Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalised or Outstanding?
20. Are any of the Partners, Principals or Directors, after enquiry , aware of any claim or circumstances that might give rise to a claim against the Business or any prior business of any of their present or former Partners, Principals or Directors, which matter is not referred to in Question 19 above? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", please provide the following details in respect to each matter.					
Name of Claimant or Potential Claimant			Brief Description of Matter	Estimate of Potential Liability	

Claims Details (continued)

21. After enquiry, has any contract or project experienced cost overruns, delays in implementation, failure of system(s) and/or product(s) to meet full functionality?

Yes ☐ No ☐

If "Yes", please provide details.

Client/Contract Name	Brief Description or Problem

22. After enquiry, has any client refused payment or requested a refund of monies paid?

Yes ☐ No ☐

If "Yes", please provide details.

Client	Amount of Refund or Non Payment

Details of Insurance Cover

23. (a) Does the business presently carry or has it ever carried Information and Communication Technology Liability Insurance?

Yes ☐ No ☐

If "Yes", please supply details.

Insurer				
Expiry date	/	/		
Limit:	Errors and Omissions	\$	Personal Injury and Property Damage	\$

- (b) Has the business or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed?

Yes ☐ No ☐

If "Yes", please supply details.

Cover Required

	Limit of Liability	Deductible/Excess
Section A – Errors or Omission	\$A	\$A
Section B – Bodily Injury/Property Damage	\$A	\$A

Please indicate any Optional Extension for which you seek cover:

Increased Aggregate Liability (Reinstatement)

Yes ☐ No ☐

Third Party Intellectual Property Coverage

Yes ☐ No ☐

USA and Canada Coverage

Yes ☐ No ☐

Covered Contractors

Yes ☐ No ☐

Disclosure of Relevant Facts

Duty of Disclosure

Under the Insurance Contracts Act 1984 (the Act); you have a Duty of Disclosure. You are required before you enter into, renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you and anyone else to be insured under the Policy and if so, on what terms.

- **You do not have to tell us about any matter**
 - that diminishes the risk
 - that is of common knowledge
 - that we know or should know in the ordinary course of our business as an insurer, or
 - which we indicate we do not want to know.
- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Claims Made (Section A)

Section A 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.

Other than coverage afforded under Clause 1.7 of the Policy "Continuous cover" and coverage afforded pursuant to the extended notification period, the Policy does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if a date is specified)
- Claims made after the expiry of the period of insurance even though the event giving rise to the Claim may have 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, threatened or intimated against you prior to the commencement of the period of insurance
- facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy
- Claims arising out of circumstances noted on the proposal form 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 become 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 arising 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, except to the extent of coverage afforded pursuant to the extended notification period.

Average Provision

The policy may provide that if a payment in excess of the limit of indemnity available under the 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.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this declaration.

Privacy Statement

QBE includes information about how we manage your personal information in our Product Disclosure Statement and Policy booklets. You can obtain a copy of the QBE Privacy Policy Statement from our website **www.qbe.com** or contact the compliance Manager on 02 9375 4656 or email **compliance.manager@qbe.com** for further information.

Declaration and Authorisation

Please remember we will treat a statement or claim or an act or omission by any one of the applicants as a statement or claim or an act or omission by all of the applicants.

1. I/We have received a copy of the Policy Terms and Conditions.
2. I/We declare that all answers and statements made in the application are true, correct and complete in every respect.
3. I/We authorise QBE Insurance (Australia) Limited ABN 78 003 191 035 to give to or obtain from other insurers or insurance reference bureaus or credit reporting agencies, any information about this insurance or any other insurance of mine including this completed application and my insurance claims history and my credit history.

Name of business

Signed: Partner,
Principal or Director

☒

Date

Please return the completed form to your Financial Services Provider.