



Woodina
Underwriting Agency

Information Technology Entities Plus Insurance Proposal

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NOTICE TO INSURED

(Pursuant to the provisions of the Insurance Contracts Act 1984)

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter which 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, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

Your duty however does not require disclosure of a matter:-

- that diminishes the risk to be undertaken by the insurer
- that is common knowledge
- that the insurer knows or, in the ordinary course of business as an insurer, ought to know
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

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

Claims Made Policy

This policy is a claims made policy of insurance. This means that the policy covers you for claims made against you and notified to the Insurer during the period of insurance. The Policy does not provide cover in relation to:

- events that occurred prior to the retroactive date, if any, specified in the Policy;
- claims notified or arising out of circumstances notified under any previous policy (whether made or issued by the Insurer or any other insurer);
- claims made against you prior to commencement of the period of insurance;
- claims arising out of claims and circumstances noted on the proposal form for the current period of insurance or on any previous proposal form;
- subject to what is said in the next paragraph, claims made after expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance.

However, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before expiry of the period of insurance, the policy will, subject to its terms and conditions, cover you notwithstanding that a claim is only made after expiry of the period of insurance.

Average Provision

The Insurer provides that if a payment in excess of the limit of indemnity available under the policy has to be made to dispose of the claim, the liability of the Insurer 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.

Surrender of 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 of any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after 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 unless the agreement of the Insurer is obtained beforehand.

Please complete all questions fully. If there is insufficient space provided to answer please provide details on your letterhead.

Section 1 Your Details

1.1 Please provide the full legal name of all entities to be insured under the Policy:
(It is important you include all service, administration or nominee companies)

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1.2 Trading Name:

1.3 Your ABN:

1.4 Date Established:

1.5 Your Contact Details

Address:
.....

Telephone Number:

Email:

Website:

Address of any Branch Offices:
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.....

1.6 Principals/Partners/Directors:

Name	Qualification	Date Obtained	Years as a Principal	
			This Practice	Previous Practice

1.7 Staff Details:

Principals/Partners/Directors:

Qualified Staff
(Not including the above):

Other Technical Staff:

Administrative Staff:

Other Staff:

Total Staff:

1.8 Are you a current financial member in good standing of a Professional Association?

Yes No

If yes, please provide details of the Associations to which you belong:

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.....
.....

Section 2 Your Business

2.1 Has the name of your business ever changed?

Yes No

2.2 Have you ever amalgamated or merged with another business?

Yes No

2.3 Have you purchased any other business or practice?

Yes No

If you have answered Yes to any of Questions 2.1, 2.2, or 2.3 please provide full details:

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2.4 Does any Principal, Partner or Director of the Insured detailed in answer to question 1.1 of this proposal have any connection or association (financially or otherwise) with any other business or practice?

Yes No

If yes, please provide details:

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2.5. Please provide a precise description of your business activities:

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- 2.6 Please provide us with the approximate percentage of your income derived from the following activities:

Activity	%	Activity	%
Application Service Provider		IT Recruitment and Placement Services	
Bureau Services		IT Security Systems and/or Consulting	
Data Communication Services		IT Strategic Planning Consulting	
Data Storage, Data Processing and Data Warehousing		LAN and WAN Providers	
E-Commerce Application Development		Multimedia Services	
ERP Application Sales, Implementation and Maintenance Services		Network Consulting Services	
Facilities Management, Co-location & Hosting Services		Network Design and Development and Installation	
Geographic Information Systems Consulting, Sales and Maintenance Services		SAP Application Sales, Implementation and Maintenance Services	
Hardware Maintenance Services		Search Engine Optimisation Services	
Hardware Installation and/or Repair		Shrink Wrap Sales	
Hardware Manufacture		Software Development, Design, Analysis, Programming, Testing and Sales	
Hardware Reselling		Software Maintenance Services	
Hosting Application Service Provider		Software Reselling	
Internet Security Provider		Systems Analysis	
Internet Service Provider		Systems Integration Services	
IT Consultancy Services		Telecommunication Services	
IT Contracting Services		Value Added Reselling	
IT Education and/or Training		Website Design and Development	
IT Help Desk and Support Services		Website Hosting Services	
IT Project Management		Total	100%

- 2.7. Which of the following best describes the Industries / Area in which the Insured's Customer's operate? Please indicate as a Percentage of Revenue

Industry	%	Industry	%
Oil & Gas		Emergency Services	
Transport (Road, Rail, Air & Sea)		On-line Funds Transfer	
Process Control		Mass Transit/Transportation	
Broadcasting (Radio & TV)		Stockbroking/Banking/Insurance	
Gaming		Government	
Mining		Legal	
Medical		Accounting	
Public Utilities (Power & Water)		Telecommunications Carriers	
Defence Forces, Aviation/Aerospace		Other, please specify:	
Nuclear		Total	100%

2.8 Do you provide services or products intended for use in the following areas?

- | | | |
|---|-----|----|
| a) any Information Technology Products or Services provided to the Aviation industry that in any way impact the flight and/or navigation of any Aircraft: | Yes | No |
| b) any Information Technology Products or Services provided to the Defence industry that in any way impact any weapon or combat systems: | Yes | No |
| c) any Information Technology Products or Services provided to the Medical industry that in any way impact the diagnosis or treatment of any ailment, illness or disease: | Yes | No |
| d) Do you provide any non-Information Technology Products or Services: | Yes | No |

If you have answered "Yes" to any of questions in 2.8 above, please provide full details:

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2.9 Do you perform work outside of Australia, or work for clients located overseas?

Yes No

If yes, please provide details:

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2.10 How would you describe the impact of your services and products to a business's operation if it were to fail or be unavailable to use?

- | | |
|---|--------------------------|
| a) Inconvenience, very minimal revenue impact and operations to continue: | <input type="checkbox"/> |
| b) Moderate impact with operations and revenues slightly interrupted: | <input type="checkbox"/> |
| c) Significant impact with operations or revenues would be entirely interruption: | <input type="checkbox"/> |

Section 3 Contract Information

3.1. Please provide the following information in relation to your contracts:

- | | |
|---|-------|
| a) What is the average contract size entered into: | |
| b) What is the average contract length entered into: | |
| c) What is the longest contract entered into: | |
| d) Approximately how many active customers do you have: | |

3.2 Does any single Client represent more than 20% of your total activities: Yes No

3.3 Are you currently working on a project where the software development build length or systems integration length exceeds 18 months or \$1M in revenue): Yes No

If the answer to Question 3.3 is "Yes" please provide details of how you conduct your services:

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3.4 Do you always use written contracts when performing your information technology business activities: Yes No

If the answer to question 3.4 is "No" please provide details of how you contract your services?

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3.5 Have your standard contracts' terms and conditions been reviewed by a suitably qualified Lawyer? Yes No

If the answer to question 3.5 is "No" please provide details of how you contract your services?

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i. Advise the percentage of total contracts where you don't limit your liability?%

ii. Provide details of the measures (if any) you have in place to limit your liability:

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3.6 Please answer "Yes" or "No" to the following:

- | | | |
|---|-----|----|
| a) Do you ever assume a Third Parties Liabilities under Contract: | Yes | No |
| b) Do your Contracts include a "Limitation of Liability" provision: | Yes | No |
| c) Do your Contracts include an "Exclusion for Liquidated Damages" provision: | Yes | No |
| d) Do your Contracts include an "Exclusion for Consequential Loss" provision: | Yes | No |
| e) Do your Contracts include a "Disclaimer of Warranty" provision: | Yes | No |
| f) Do your Contracts include an "Exclusive Remedy" provision: | Yes | No |
| g) Do your Contracts include a "Mediation or Arbitration" provision: | Yes | No |
| h) Do your Contracts include a "Change Control" provision: | Yes | No |

3.7 Do you engage sub-contractors Yes No

If "Yes":

- i. What percentage of your total work is performed by them:%
- ii. Do you insist they carry their own Professional Indemnity Insurance? Yes No
- iii. Do you ensure that the sub-contractors limit of indemnity under their Professional Indemnity Insurance is the same Limit of indemnity that you carry under your Information Technology Liability Insurance policy? Yes No
- 3.8 Do you ever agree to waive your rights of subrogation? Yes No
- 3.9 Please provide details of the scope, size, duration and nature of the work undertaken from the largest three (3) contracts you have undertaken in the last three (3) years:

Contract 1:

Client:	
Contract Value:	
Contract Duration:	
Nature of work undertaken:	
Status (completed, ongoing):	

Contract 2:

Client:	
Contract Value:	
Contract Duration:	
Nature of work undertaken:	
Status (completed, ongoing):	

Contract 3:

Client:	
Contract Value:	
Contract Duration:	
Nature of work undertaken:	
Status (completed, ongoing):	

Section 4 Your Risk Management Program

- 4.1 Do you have a documented Risk Management program? Yes No
If yes, when was the program implemented?
- 4.2 Is one Principal, Partner or Director responsible for the implementation and communication of the program? Yes No
- 4.3 Does your Risk Management program include regular internal or external audits or reviews? Yes No
- 4.4 Is the program communicated to and available to all staff? Yes No
- 4.5 Do you have in place any formal procedures for the identification and reporting of incidents or circumstances which may give rise to a professional indemnity claim? Yes No
If Yes, please:
a) Provide details of these procedures:
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.....
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b) Advise when they were first implemented:
- 4.6 Do you have formal procedures in place to review their methods, processes and practices with the intention of avoiding the future occurrence of any similar incidents or circumstances which may give rise to a professional indemnity claim? Yes No
If Yes, please provide details:
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- 4.7 User Acceptance Testing and Customer Sign Off
- i. Do you agree a signed specification with Customers before the commencement of a project? Yes No
- ii. Do you have a formal Customer Acceptance procedure? Yes No
- iii. Do you require Customers to sign an Acceptance letter at the completion of an assignment Yes No

Section 5 Your Financial Details

5.1 Please provide details of your total revenue including sales:

Country	Last Financial Year	Next Year Estimate
Australia & New Zealand:	\$	\$
USA / Canada:	\$	\$
UK / Europe:	\$	\$
Asia/Pacific:	\$	\$
Other – Please Specify:	\$	\$
Total:	\$	\$

5.2 Please provide the approximate percentage of your activities (based on fee income) applicable to each State or Territory:

NSW	Vic	Qld	SA	NT	WA	ACT	Tas	O / S	Total
									100%

The two following questions are ONLY to be answered if you generate income in NSW

- 5.3 Are you a Capital Gains Tax small business entity (within the meaning of section 152-10(1AA) of the Income Tax Assessment Act 1997 (Cth)? Yes No
- 5.4 Are you a small business individual, partnership, company and/or trust which is carrying on a business, and the business has an aggregated turnover of less than \$2,000,000? (Aggregated turnover is your Australia wide annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you). Yes No

Section 6 Cyber Liability (this section to be completed only if you require this cover)

- 6.1 Please provide estimated number of customer records and credit card transactions held
- 6.2 Do you comply with the relevant PCI DSS obligations Yes No
- 6.3 Do you have:
- a) Firewalls and antivirus protection for own data and customer data: Yes No
 - b) Encryption on all data, at rest and in transit and back up: or Yes No
 - c) Encryption in place but only in specific scenarios: Yes No

- d) Back up on all sensitive data: Yes No
- e) If yes how often is data backed up: hourly, weekly, daily, monthly
- f) A data protection privacy policy in place: Yes No
- g) A disaster recovery plan in place that addresses loss of data: Yes No
- h) A business interruption plan that addresses cyber, and Yes No
- i) If yes has this been tested in the last 12 months, and Yes No
- j) How long is it estimated for systems to be up and running again:
- k) A network contingency plan in place that responds to a cyber event: Yes No

Section 7 Your Claims History

- 7.1 After enquiry, have any claims for Information Technology Liability been made against your business or practice or any of its predecessors in business or any prior business or practice or any of its present or former Principals, Partners or Directors or has any fact or circumstance been notified to the insurers that has the potential to give rise to such a claim? Yes No

If yes, please provide full details:

Date Notified	Name of Claimant	Brief Description of Matter	Quantum	Status

- 7.2 After enquiry, are any of the Principals, Partners or Directors aware of any fact or circumstance which has the potential to give rise to a claim against your business or practice or any business or practice of any of their present or former Principals, Partners or Directors which is not referred to in Question 6.1 above? Yes No

If yes, please provide full details:

Date first became aware of matter	Name of potential Claimant	Brief Description of Matter	Quantum

- 7.3 After enquiry has any contract or project work undertaken in the last 2 years experienced cost overruns, delays in implementation, failure of systems and or products to meet full functionality: Yes No

If yes, please provide details:

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- 7.4 After enquiry has any client refused payment or requested a refund of monies paid? Yes No

If yes, please provide details:

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- 7.5 Has any Principal, Partner or Director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes No

If yes, please provide details:

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- 7.6 After enquiry, are any Principals, Partners or Directors or staff members aware of any enquiry, professional disciplinary proceedings or similar process connected to your business which they, or any other member may be required to attend? Yes No

If yes, please provide details:

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Section 8 Your Insurance History

- 8.1 Do you currently hold any Information Technology Liability Insurance? Yes No

If yes, please provide the following information:

Name of Insurer:

Expiry Date:/...../.....

Limit of Indemnity:

Technology (P.I.) \$......

General Liability \$......

Deductible:

Technology (P.I.) \$......

General Liability \$......

Retroactive Date:/...../.....

Premium: \$......

- 8.2. Has the firm, any Principals, Partners or Directors ever been refused this type of insurance, had special terms imposed, had a policy cancelled or had an application for renewal declined?

Yes No

If yes, please provide details:

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Section 9 Your Insurance Request

- 9.1 a) Limit of Indemnity Options – Technology (P.I.):

☐ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000
☐ \$10,000,000

- 9.1 b) Limit of Indemnity Options – Cyber (first party):

☐ \$100,000 ☐ \$250,000 ☐ \$1,000,000
☐ \$2,000,000

- 9.1 c) Limit of Indemnity Options – General Liability

☐ \$5,000,000 ☐ \$10,000,000 ☐ \$20,000,000

- 9.2 a) Preferred Deductible Options – Technology and Cyber (***please note same deductible will apply for both sections***)

☐ \$1,000 ☐ \$2,000 ☐ \$5,000
☐ Other: \$.....

9.2 b) Preferred Deductible Options – General Liability:

- ☐ \$250 ☐ \$500 ☐ \$1,000
☐ Other: \$.....

Privacy

Woodina Underwriting Agency Pty Ltd is committed to protecting the privacy of the personal information you provide us. Woodina collects, uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim.

If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bordereau or credit reference bordereau;
- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. Full details can be found on the recipient's website. However, we can also provide a copy to you on request.

We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply).

By completing and returning the proposal form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use your personal information to send you details of new insurance

products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please contact our General Manager or Operations Manager on (07) 3222 9400.

If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on (07) 3222 9400 or email info@woodina.com.au.

Declaration

I/We declare and warrant that all the statements and particulars here given are true and that no information whatever has been withheld which might influence a prudent Insurer's judgment and the acceptance of this Proposal. Should the above particulars alter in any way, I/We will advise Insurers as soon as possible.

I/We understand that failure to disclose any material facts which would be likely to influence the acceptance and assessment of the Proposal may result in Insurers refusing to provide indemnity or voiding the policy in every respect.

I/We hereby agree that this Declaration shall be the basis of the contract between me/us and Insurers.

Name of Proposer:

Signed on behalf of all Principals / Partners / Directors:

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Dated: