



ARTISAN[®]
UNDERWRITING



www.artisanuw.com.au



Important Notice

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 anything

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.

Claims made policy

This Policy has a section (Professional Indemnity) which is issued on a claims made and notified basis. This means that this (Professional Indemnity) section of the Policy only covers the Insured for claims first made against the Insured during the Period of Insurance and notified to us during the Period of Insurance. Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that 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 during the period of insurance, 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.

Retroactive date

The proposed insurance may be limited by a Retroactive Date. If so, the policy will not cover any claims or circumstances arising from any events, services, activities, errors or omissions or conduct prior to the Retroactive Date.

Subrogation

Where you have prejudiced Artisan Underwriting Pty Ltd (including its Insurers or underwriters) rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

Privacy Notice

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information in a responsible way. We will abide by the Privacy Act 1988 (Cth) (the 'Act') including the Australian Privacy Principles which are set out in the Act. We have developed a Privacy Policy that sets out how we collect, store, use and disclose your personal information. Please refer to our website below for a copy of our Privacy Policy.



Part A – Insured Details

| 1. Insured Entities | Date Incorporated | ABN |
|---------------------|-------------------|-----|
| | | |
| | | |
| | | |
| | | |

| 2. Telephone Number | Email Addresses |
|---------------------|-----------------|
| | |

| 3. Websites |
|-------------|
| |

| 4. Addresses | State | Post Code |
|--------------|-------|-----------|
| | | |

| 5. Name of Principal/ Directors | Age | Qualifications | Start date with Insured |
|------------------------------------|-----|----------------|-------------------------|
| | | | / / |
| | | | / / |
| | | | / / |
| | | | / / |
| | | | / / |

| Number of Directors, Principal, Partners & Staff | Full time | Part Time |
|---|-----------|-----------|
| Directors, partners, principals | | |
| Qualified/Technical staff | | |
| Administration/Other staff | | |
| Total staff <small>2</small> | | |



Part B – Activities, Income & Contracts

6. Please provide gross Fees/Turnover, including gross fees paid to sub-contractors.

| Location | Previous 12 months | Last 12 months | Next 12 months |
|------------------------|--------------------|----------------|----------------|
| Australia | \$ | \$ | \$ |
| Other (exc USA/Canada) | \$ | \$ | \$ |
| USA/Canada | \$ | \$ | \$ |
| Total | \$ | \$ | \$ |

7. Please provide us

(i) the 3 largest Projects/Contracts in the last 5 years (including current).

| Client name | Start Date | Completion Date |
|-------------|------------|-----------------|
| | | |
| | | |
| | | |

(ii) Project/Contract Specifics of the aforementioned.

| Project /Contract Type | Project/Contract Value | Scope of Services Provided |
|------------------------|------------------------|----------------------------|
| | | |
| | | |
| | | |

8. Does the Insured undertake (either themselves or on their behalf) any:

(a) manufacturing, construction, erection or installation?

No Yes If Yes, what percentage of the total fees/turnover declared in 12

relates to such work

%

(b) supply of materials, plant, goods, products or equipment?

No Yes If Yes, what percentage of the total fees/turnover declared in 12

relates to such work

%

9. Does the Insured subcontract out any of their Professional Services/Activities?

No Yes If Yes,

(a) Please confirm the percentage of fees/turnover paid to subcontractors in the last 12 months?

 %

(b) Provide full details of the Professional Services Subcontracted.

(c) Confirm that all subcontractors carry Professional Indemnity insurance?

No Yes

10. Please state the percentage of gross revenue (fee / turnover) for each of the activities set out below:

| Business Discipline | % | Business Discipline | % |
|--|---|---|---|
| Bespoke software (1st party developed) | | Project management | |
| Data processing | | Sale and supply of 3rd party hardware | |
| Education & training | | Sale of customisable software (3rd party developed, 1st party customised) | |
| Facilities management / outsourcing | | Sale of packaged software (3rd party developed) | |
| General IT advice / consulting | | Software maintenance | |
| Hardware design / manufacture / installation | | Systems integration | |
| Internet service provider | | Web design | |
| Other (please specify below) | | | |
| <input type="text"/> | | | |

11. Please indicate the end user applications for your services:

| End User | % | End User | % |
|--|---|---------------------------------------|---|
| Administrative | | Imaging | |
| Accounting / Financial (Non Fund Transfer) | | Inventory Control | |
| Architectural / Engineering | | LAN / Network Management | |
| Communications: Utilities / Info Services | | Medical Management | |
| Database Management Systems | | Manufacturing Process Control Systems | |
| Educational | | Scientific / Mathematical | |
| Fund Transfer | | Security (firewalls etc.) | |
| Other (please specify below) | | | |
| <input type="text"/> | | | |

12. Please state the percentage of gross income/fees for each industries set out below:

| Industry | % | Industry | % |
|-------------------------------------|---|--------------------------------|---|
| Aerospace | | Government (non-military) | |
| Communications / Transportation | | Health Care / Medical Services | |
| Construction / Mining / Agriculture | | Home Use | |
| Education | | Manufacturing / Industrial | |
| Financial Institutions | | Trade: Retail / Wholesale | |
| Government (military) | | Other (please specify below) | |
| | | | |

13. Does the Insured anticipate any changes to the above Activities in the next 12 months?

No Yes If Yes, please provide details:

14. Has the Insured performed any other professional service or activity other than described in 6 (i) above and for which cover may be required?

No Yes If Yes, please provide details:

15. Is cover required for professional services or activities which have been provided by a former subsidiary?

No Yes If Yes, please provide details:

| Name subsidiary | Date ceased to be a subsidiary |
|-----------------|--------------------------------|
| | |
| | |
| | |

16. Has the Insured or any of its subsidiaries undertaken any mergers or acquisitions in the last five years?

No Yes If Yes, please provide details:

17. Has the Insured or any of its subsidiaries been involved in any joint ventures in the last five years?

No Yes If Yes, please provide details:

18. Does the Insured require cover for any previous business including the previous business of any principal or director?

No Yes If Yes, please provide details:

| Name of Principal or Director | Name of Previous Business | Professional Services/ Activities |
|-------------------------------|---------------------------|-----------------------------------|
| | | |
| | | |
| | | |

Note: Previous Business is an Optional Extension and is not automatically covered

19. Does the Insured hold any license or accreditation which is required in order to provide professional services or activities for which cover is requested?

No Yes If Yes, please confirm the licence or accreditation has been in force at all relevant times?

Yes No If No, please provide details:

20. Does the Insured have any representation outside of Australia?

No Yes If Yes, please confirm Country, Revenue, Number of Staff and Offices

| Country | Fees/Turnover | Number of staff | Number of offices |
|---------|---------------|-----------------|-------------------|
| | \$ | | |
| | \$ | | |
| | \$ | | |
| | \$ | | |



Part C – IT Risk Management

21. Does the Insured:

(i)

| | |
|---|--|
| a) Change orders integrated into the final contracts? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b) Have legal review of all products, content and material? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c) Issue proposals without complete request for tenders? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| d) Have a dispute / arbitration resolution process? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| e) Project/Contract Due Diligence/Peer Review process? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| f) Use of non-standard or customised contracts? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

(ii) negotiate, accept or agree

| | |
|---|--|
| a) Liability for consequential damage? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b) Limitation of liability for consequential damages clause in contracts? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c) Waiver or Subrogation of rights of recovery against any other party? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| d) Indemnity to other parties? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

If the Insured accepts consequential loss, waiver of subrogation or provides any hold harmless or indemnity to third parties, please provide further details here.

If "No", please advise below in what circumstances are non-standard contracts used without external legal counsel review (use a separate sheet of your letter head paper if insufficient room below).

22. Does the Insured have quality control procedures include the following:

| | |
|---|--|
| a) Alpha testing | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b) Beta testing | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c) Formal customer acceptance procedures | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| d) Prototype development | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| e) Statistical process control | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| f) Vendor certification process | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| g) Total quality management | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| h) Written and formalised quality control program | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| i) Insurance verification process ensuring proof of insurances for Sub-Contractors and Vendors, including provisions of Cyber Insurance | Yes <input type="checkbox"/> No <input type="checkbox"/> |



Part D – Insurance Details

23. Does the Insured carry an active and current Professional Indemnity Insurance Policy?

No Yes If Yes, please provide details:

| | |
|--------------------|----------------------------|
| Name of Insurer | Premium |
| | \$ |
| Limit of indemnity | Excess |
| \$ | \$ |
| Expiry Date | Retroactive Date Specified |
| / / | / / |

24. Stamp Duty Declaration – Please provide a percentage breakdown of fees/turnover by location as follows

| NSW | VIC | QLD | SA | WA | ACT | TAS | NT | O/S |
|-----|-----|-----|----|----|-----|-----|----|-----|
| % | % | % | % | % | % | % | % | % |



Part E – Claims

25. Is the Insured aware of any circumstance or incident which may give rise to a claim against the Insured or its partners/principals/directors or employees?

No Yes If Yes, please provide details:

26. Has there ever been or is there any pending claims against the Insured, its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors or employees for actual or alleged breaches of professional duties or services for which this policy relates?

No Yes If Yes, please provide details:

| Date of claim or loss | Brief details of each claim or loss | Cost (if any) of claim paid or loss insured | Estimated outstanding loss |
|-----------------------|-------------------------------------|---|----------------------------|
| / / | | \$ | \$ |
| / / | | \$ | \$ |
| / / | | \$ | \$ |

27. Is the Insured aware of any actual or pending prosecution, investigation or inquiry of the Insured or any partners/principals/directors or employees under any statute, legislation, regulation or By-Law whatsoever?

No Yes If Yes, please provide details:

28. Has the Insured or any partner/directors or employees ever been subject to any disciplinary action, been fined or penalised, or been the subject of an inquiry investigating or alleging professional misconduct?

No Yes If Yes, please provide details:

29. Has the Insured (including its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors) ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy?

No Yes If Yes, please provide details:



Part F – Declaration

Please Note: Signing the Declaration does not bind either the proposed Insured or the Insurer to execute this or any insurance whatsoever.

By signing this Declaration, the Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the Insured confirms that the statements and particulars given in this proposal are true, accurate and complete and that no material facts have been omitted, misstated or suppressed. The Insured agrees that if any of the information changes between the date of this proposal and the inception date of the insurance to which this proposal relates, the Insured will give immediate notice thereof to the Artisan Underwriting Pty Ltd (Artisan).

The Insured acknowledges receipt of the Important Notice, Privacy Notice and Duty of Disclosure information contained in this proposal and confirms they have read and understood the content of them. The Insured consents to Artisan Underwriting Pty Ltd collecting, using and disclosing personal information as set out in Artisan's Privacy Notice in this proposal and the policy.

If the Insured has provided or will provide information to Artisan about any other individuals, the Insured confirms that they are authorised to disclose the other individual's personal information to Artisan and give the above consent on their behalf.

The signatory below confirms that they are authorised by the Insured (and its subsidiaries, previous businesses, partners/principals/directors if applicable) to complete this proposal form and to accept quotation terms for this insurance on behalf of the Insureds (and its subsidiaries, previous businesses, partners/principals/directors) behalf.

| | |
|------------------------------------|-----|
| Signed | |
| Name of Partner(s) or Director (s) | |
| On behalf of | |
| Date | / / |





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