



Paul Donnelly Insurance Brokers

Paul Donnelly Insurance Brokers Pty Ltd
AFS Licence No. 231182
ABN 97 054 608 829

R & R Insurance Services Pty Ltd
Authorised Rep No. 302482
ABN 66 116 438 361

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PO Box 97, Berowra, NSW, 2081
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Insurance Solutions for IT industry

Paul Donnelly Insurance Brokers

Dexta OnLine TEC IT Liability Application

This is an application to provide a tailored response to the combined insurance needs of the Information Technology & Telecommunication industries, being a combination of:

- Professional Indemnity
- Public and Products Liability
- Infringement of Intellectual Property
- Loss of Documents / Data
- Defamation and Dishonesty Insurance

Completing the Application

In completing this application and any questionnaire:

- Please read all the “**Statutory Notices**”, before **You** complete this application,
- Please answer all the questions in full, leaving no unanswered questions or incomplete answers,
- If **You** have insufficient space to complete any of **Your** answers, please attach a separate signed and dated sheet and identify the question to which **Your** answer relates,
- Some sections of the application will not apply to **Your** business. Where this is the case please mark these as “not applicable” or “n/a”.



Dexta Corporation Pty Limited
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ABN 12 084 487 712
Insurance & Risk Services
Managing General Agents

Sydney:
Level 23, Darling Park, Tower 2
201 Sussex Street
Sydney NSW 2000
GPO Box 12
Sydney NSW 2001
Phone: (02) 8235 1000
Fax: (02) 8235 1095

Melbourne:
Level 7, 461 Bourke Street
Melbourne VIC 3000
GPO Box 5150
Melbourne VIC 3001
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Level 27, Riverside Centre,
123 Eagle Street
Brisbane QLD 4000
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Brisbane QLD 4001
Phone: (07) 3237 2000
Fax: (07) 3221 7268

Statutory Notices

Throughout this application, **You**, **Your** or **Yours** refers to the applicant specified in question 1 of this application. **We**, **Us** or **Our** refer to the Insurer(s) nominated by Dexta Corporation Pty Limited as agent for the Insurer(s).

Your Duty of Disclosure

Before **You** enter into a contract of insurance with **Us**, **You** have a duty under the *Insurance Contracts Act 1984 (Cth)*, to disclose to **Us** every matter that **You** know, or could reasonably be expected to know, which may be relevant to **Our** decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose these matters to **Us** before **You** change the contract of insurance.

Your duty, however, does not require disclosure of any matter:

- that diminishes **Our** knowledge,
- that is of common knowledge,
- that **We** know, or in the ordinary course of **Our** business as an insurer, ought to have known, or as to which compliance with the duty of disclosure is waived by **Us**.

Non Disclosure

If **You** fail to comply with **Your** duty of disclosure **We** may be entitled to reduce **Our** liability under the contract in respect of a **claim** or may cancel the contract. If **Your** non-disclosure is fraudulent **We** may also have the option of avoiding the contract from its inception.

Utmost Good Faith

Every insurance contract is subject to the doctrine of "utmost good faith" which requires that parties to the contract should act toward each other with utmost good faith. Failure to do so on **Your** part may prejudice any **claim** or the continuation of the cover provided by **Us**.

Subrogation

You may prejudice **Your** rights with regard to a **claim** if, without prior written agreement from **Us**, **You** make agreement with a third party that will prevent **Us** from recovering the loss from that, or another party.

Your policy contains provisions that either exclude **Us** from liability, or reduce **Our** liability, if **You** have entered into any agreements that exclude **Your** rights to recover damages from another party in relation to any loss, damage or destruction which would allow **You** to sustain a **claim** under this policy.

Change of Risk or Circumstances

It is vital that **You** should advise **Us** of any departure from **Your** "normal" form of business (ie. that which has already been conveyed to **Us**). For example, any acquisitions, substantial increases in revenue, changes in location or the establishment of new overseas offices or activities.

Retroactive Liability

The **Schedule** of the policy contains a retroactive date. **Claims**, which subsequently arise from **Your** conduct prior to the retroactive date, are excluded from **Your** cover.

Claims Made Policy

Sections of this application relate to a "claims made" policy of insurance. This means that sections of the policy indemnify **You** for claims made against **You** and notified to the insurer(s) during the period of insurance. The policy does not provide indemnity in relation to:

- claims arising from facts or circumstances that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made, threatened or intimated against **You** prior to the commencement of the period of insurance;
- claims made against **You** after expiry of the period of insurance even though the facts or circumstances giving rise to the claim may have occurred during the period of insurance;
- claims arising from facts or circumstances notified under any previous insurance policy;
- claims arising from facts or circumstances noted on this application for the current period of insurance or on any previous application;
- claims arising from facts or circumstances which **You** first became aware of prior to the commencement of 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.

However, where **You** give written notice to **Us** or the insurer(s) as soon as practicable during the period of insurance of any facts or circumstances of which **You** first become aware during the period of insurance, and which have the potential to give rise to a claim against **You** in the future, the policy will indemnify **You** notwithstanding that the claim is made against **You** after the expiry of the period of insurance, subject of course to all the terms of the policy.



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YOUR BUSINESS DETAILS

1. (a) Insured "You":

Name:	ww.
Trading As:	
ABN:	
ACN:	

(b) What is **Your** principal business address:

Street:	
Suburb:	
State:	Post Code:

(c) Date business established: / /

(d) Do **You** have a web site?

Yes No

If 'Yes', please provide **Your** Web site address (URL):

www.

2.

(a) Do **You** require cover for any subsidiary, joint venture or associated company of **Yours**?

Yes No

If 'Yes', please provide **Us** with the details, including the relationship to **Your** Business.
For example, venture partner, development alliance, or intellectual property pool.

(b) Does **Your** business incorporate any prior trading entities?

Yes No

If 'Yes', please provide **Us** with the details.

(c) Are **You** currently Insured with Dexta?

Yes No

If yes, please provide your current policy number:

3. (a) Please select (x) **ONLY ONE** box which most accurately reflects your business activities:

Type of Activities	(x)	Type of Activities	(x)
Administration Services	<input type="checkbox"/>	Software Developer	<input type="checkbox"/>
Defence Contractors	<input type="checkbox"/>	PC Hardware Retailer	<input type="checkbox"/>
Consultancy Services	<input type="checkbox"/>	Internet Service Provider (ISP)	<input type="checkbox"/>
Telecom Consultancy Services	<input type="checkbox"/>	Web Designer & Support Services	<input type="checkbox"/>
Project Manager	<input type="checkbox"/>	Systems Integrator	<input type="checkbox"/>
Software Retailer	<input type="checkbox"/>	Network Services & Management	<input type="checkbox"/>
Education & Training Services	<input type="checkbox"/>	IT Recruitment / Placement Company	<input type="checkbox"/>
Systems Analyst	<input type="checkbox"/>	Software Support & Maintenance	<input type="checkbox"/>
		Control Systems Development	<input type="checkbox"/>

(b) Please provide **Us** with a full description of **Your** business activities. This should include a description of **Your** business's main area of expertise and the essential purpose of any proprietary software licensed or supplied by **You**.

(c) Please provide **Us** with an estimate of **Your** total current staff numbers:

Total number of staff (including contractors):

(d) Please provide **Us** with **Your** total **Payroll** for the current year: \$

(e) Please provide **Us** with **Your** total **Fee Income** for the current year: \$

(f) Please provide **Us** with **Your** total **Revenue Income** for the current year: \$

4. **Underwriting Questions**

(a) Are any of **Your** products / services intended for use in industrial control systems / robotics, prototypes, aircraft, watercraft, military or warfare equipment or in surgical or medical applications?

Yes No

(b) Do **You** always enter into written contracts with your clients covering the specifications of products and / or services that **You** have agreed to provide?

Yes No

(c) Have **You** ever been involved in a dispute or arbitration concerning fees, payment for products or services rendered or for the infringement of any other parties Intellectual Property Rights?

Yes No

(d) Do You sell or transfer Intellectual Property Rights in any product or service You Supply?

Yes No

(e) In respect of any insurance or renewal of insurance, has any insurer ever declined, imposed special terms or cancelled or voided **Your** policy?

Yes No

5. (a) **We** require **You** to provide a percentage break down of **Your** estimated revenues by state, territory or overseas for **Stamp Duty** purposes:

VIC % NSW % QLD % SA % WA %
 TAS % NT % ACT % O/Seas % Total %

- (b) Please provide **Us** with a breakdown of **Your** actual revenue in the current year, by each country where appropriate:

Revenue by Country	Current Year
Australia	%
New Zealand	%
Asia	%
Hong Kong / China	%
European Union 'EU'	%
USA & Canada	%
Other (please specify)	%
TOTAL:	%

- (c) Do **You** conduct any part of **Your** business in any overseas countries?

Yes No

*If 'Yes', please provide **Us** with the details.*

6. (a) Has any claim of a professional, public or product liability nature ever been made against **You** or any of **Your** partners, principals, directors or employees?

Yes No

*If 'Yes', please provide **Us** with the date and full details.*

- (b) Are any of **Your** partners, principals, directors or employees, **AFTER ENQUIRY**, aware of or have any grounds for suspecting any circumstances which may give rise to a claim against **You** or any of **Your** present or former partners, principals, directors or employees?

Yes No

*If 'Yes', please provide **Us** with the full details.*

7. (a) Do **You** engage Consultants, Sub-Contractors or Agents? Yes No
- (b) Do **You** require cover for Consultants, Sub-Contractors or Agents? Yes No
- If 'No', do **You** insist they carry their own Information Technology (PI & P/PL) Insurance?* Yes No
- (c) Do **You** require cover for defence costs in addition to the Limits of Indemnity? Yes No

8. Please provide details of any matter which may be relevant to **Us** in the consideration of **Your** application and which has not been disclosed by **You** elsewhere in this application.

9. Do **You** currently hold Professional Indemnity Insurance or Information Technology Insurance?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please provide **Your** current Retroactive Date: Date: / /*

10. Please tick (✓) **Your** insurance requirements:

(a) **Professional Indemnity Limit of Indemnity required:**

\$1,000,000 \$2,000,000 \$5,000,000

(b) **Public & Products Limit of Indemnity required:**

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

(c) Do **You** require an automatic reinstatement of the Limits of Indemnity ?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(d) What is the intended inception Date for this policy? *Date: / /*

DEXTA PRIVACY STATEMENT AND AUTHORITY

We have always valued **Your** privacy. **We** are bound by the *Privacy Act* 1988 when **We** collect and handle **Your** personal information.

About Your information

At Dexta, **We** collect, use and store personal information that is necessary to provide and manage the products or services **We** offer, develop and identify products and services that may interest **You** and to conduct market or customer satisfaction research.

We disclose personal information to third parties when necessary to assist **Us** and them in providing and managing the relevant services and products. This may include agents, brokers, contractors, insurers, reinsurers, loss assessors, medical practitioners, insurance intermediaries, insurance reference bureaus, credit reference agencies and regulators such as the Australian Securities and Investments Commission and the Australian Prudential Regulatory Authority, **Our** and **Your** advisers, persons involved in the claims handling process, Government authorities, courts, tribunals or other dispute resolution bodies. **We** limit the use and disclosure of any personal information provided by **Us** to them to the specific purpose for which **We** supplied it. **You** authorise Dexta and the insurers, that act as **Our** principals, to collect, use, store and disclose **Your** personal information for these purposes.

You also give express authority for Dexta and the insurers, that act as **Our** principals, to, where applicable:

- obtain details of any insurance held by **You** now or in the past, or any claims experience under that insurance, whether with Dexta or another organisation, which may be relevant to the acceptance of **Your** application or proposal, or to the resolution of a claim; and
- collect, use, store and disclose **Your** personal information that amounts to sensitive information under the Act, as required to provide and manage the relevant product or service.

Personal information about others

If **We** give **You** personal information, **You** and **Your** representatives must only use it for the purposes to which **We** agree. Where relevant, **You** must meet the requirements of the Privacy Act when collecting, using, disclosing and handling personal information on **Our** behalf. **You** must also ensure that **Your** agents, employees and contractors meet the above requirements.

When **You** give **Us** personal information about other individuals, **We** rely on **You** to have made or make them aware that **You** will or may provide their information to **Us** and the types of third parties **We** may provide it to, the relevant purposes **We**, the insurers and the third parties will use it for, and how they can access it. If it is sensitive information **We** rely on **You** to have obtained their consent on these matters. If **You** have not done or will not do either of these things, **You** must tell **Us** before **You** provide the relevant information.

If **You** provide **Us** with personal information or make an application for insurance to **Us**, **We** will consider **You** have accepted the terms and conditions of this Privacy Statement unless **You** tell **Us** in writing otherwise. **You** can also withdraw **Your** consent at any time by advising **Us** in writing.

If **You** do not agree to the above **We** may not be able to provide **You** with **Our** services or products. If **You** wish to request access or correction to the information **We** hold about **You**, opt out of receiving materials **We** send or request a copy of **Our** privacy policy then contact the Privacy Manager, Dexta Corporation Pty Limited, GPO Box 129, Sydney 2001. Further information about Dexta's privacy policy is available at www.dexta.com.au. If **You** are not satisfied with any response from **Our** Privacy Officer then **You** are advised that complaints can be made to the Office of the Federal Privacy Commission.

DECLARATION

I the undersigned, **after enquiry**, declare as follows:

- (1) I am authorised by each of the persons or entities in the definition of "**You**" on page 2 of this application, to make this application.
- (2) I have read and understood the "Statutory Notices" on page 2 of this application.
- (3) I have read, understood and agree to the privacy statement and authority in this application.
- (4) I have read this application and the accompanying documents and acknowledge the contents of same to be true and complete.
- (5) I understand that, up until a contract of insurance is entered into, I am under a continuing obligation to immediately inform the insurers of any change in the particulars or statements contained in this application or in the accompanying documents.

Although the signing of this application does not bind the applicants to effect insurance, I acknowledge that the particulars and statements contained in this application and in the accompanying documents shall be the basis of the contract if a policy is issued. I also acknowledge that the application and the accompanying documents will be incorporated in the contract of insurance.

Name of business or practice: _____

Signed: Partner, Principal or Director: _____

Name of signatory (please print): _____

Date: / /