

PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FOR IT PROFESSIONALS

A FULL POLICY WORDING IS AVAILABLE ON REQUEST

Please complete and tick boxes as appropriate. If there is insufficient space to provide answers to the proposal form questions, please use the ADDITIONAL INFORMATION section at the end of the form.

In this proposal we use the term 'Principal' to mean any sole Principal, Partner, Director or member of a Limited Liability Partnership. Reference to 'Proposer', 'You' or 'Your' in this proposal shall include all names included under question 1 who will be the Insured in the insurance Policy.

Please ensure that all relevant sections of the Proposal Form are completed. Please attach additional sheets if necessary.

Section 1 – All questions to be completed

1 Name of business ('The Proposer')

2 Address of your main office and location of all other offices

Postcode:
Website: www.

3 Describe fully the activities for which professional indemnity cover is required. Any Policy issued will only cover activities which have been declared by You and accepted by Us ('The Insurer').

4 Date commenced

5a. Give details of Your five largest contracts undertaken in the past three years

Client	Client's business	Nature of contract	Duration of Contract	Contract value

5b. Give details of Your three largest contracts expected to be undertaken in the forthcoming year

Client	Client's business	Nature of contract	Duration of Contract	Contract value

- 6 a. How many current customers do you have? _____
 b. What is the value of your average contract? £ _____
 c. What is the length of your average contract? _____

7 Give details below of Your Principals (Partners, Directors and Members of LLP's)

Name	Age	Qualifications and dates obtained	How long a Principal of the firm	If less than 5 years as a Principal, provide details of previous experience

8 State your number of permanent staff

a Technical Staff (including Analysts, System Designers and/or Programmers)

b Administration and Support staff

9 Is Your business represented in any way in the USA, its territories and possessions, or Canada? Yes No

If 'Yes', state how (e.g. by subsidiary company, local office, local representative or by any other person or concern holding a power of attorney on behalf of the business)

10 State Your gross income (including fees paid to subcontractors) payable by clients for work undertaken

	Last year	Previous year	Forthcoming year (estimated) for new and existing practices
a in the UK (excluding c and e below)	£	£	£
b in the USA, its territories and possessions and Canada subject to non USA/Canada law	£	£	£
c in the USA its territories and possessions and Canada subject to USA/Canada law	£	£	£
d in the UK and elsewhere (excluding USA and Canada) for clients domiciled in the USA its territories and possessions or Canada, including work for USA companies, subsidiaries of USA companies or USA subsidiaries of companies based elsewhere	£	£	£
e elsewhere* (excluding USA and Canada)	£	£	£
f in the UK for clients domiciled elsewhere* (excluding USA and Canada)	£	£	£
Total of a b c d e and f above	£	£	£

* State countries and amounts involved below

II a Please state last year's income (fees or turnover) You derived from

Software	Fees £	Turnover £
i Supply of Third Party Shrink-Wrapped Software* (Not customisable)		
ii Supply of own Shrink-Wrapped Software*		
iii Supply of other software (including bespoke and customised software)		
iv Customisation of software		
v Installation and Maintenance		
Hardware		
i Installation and Maintenance		
ii Supply of own hardware		
iii Supply of Third Party hardware		
Services		
i Consultancy and advice		
ii Co-location (storage, surge protection, security, utilities including light, heat and power)		
iii Supply of contract staff		
iv Training		
v Project management		
vi Data processing		
Internet Services (Please answer additional questions in Section 2)		
i Design of Websites		
ii Hosting of Websites		
iii Domain name registration and renewal		
iv Application Hosting (hosting client data and systems on your site utilising your own hardware)		
Other Services not listed above (Please specify)		

***Definition**

Shrink-Wrapped Software: software for standard use on CD or DVDs that are boxed, shrink-wrapped and sold in stores (or purchased and downloaded from manufacturer's website)

b

Income derived from the following	Fees £
i Financial stocks or derivatives trading systems	
ii Investment performance / prediction software	
iii Engineering software e.g. structural design, production line control, mechanical	
iv Fire or Security systems / software	
v Medical software or systems	
vi Computer games	
Please provide further details in respect of i-v above	

c

If applicable, what percentage of products developed are:

1 year old or less _____%

Between 1 and 2 years old _____%

Between 2 and 5 years old _____%

Over 5 years old _____%

12 Subcontracted work

- i. Do contracts with subcontractors always provide a hold harmless or indemnity to you from the subcontractor for claims arising from the work or content supplied by the subcontractor? Yes No

- ii. Do you ensure all subcontractors maintain their own Professional Indemnity Insurance? Yes No

iii. What percentage of your income is subcontracted? _____%

If no to 12d i. or 12d ii. please provide details:

13 Is the failure of any of Your services likely to result in the following:

- a Injury or death to any person? Yes No
- b Physical damage to or destruction of property? Yes No
- c Significant financial losses to Your client(s)? Yes No

If the answer is 'Yes' to any of the above please give details below

14 What percentage of jobs/contracts with clients are subject to:

- a Your terms and conditions _____%
- b Your terms and conditions with negotiated amendments _____%
- c Your clients' terms and conditions _____%
- d Bespoke terms and conditions _____%
- e No written contracts _____%

15 Are You able to confirm that

- a contracts are always drafted by legal professionals or vetted by legal advisors? Yes No
- b contracts exclude liability for loss of sales/profits, consequential, special, liquidated or indirect damages? Yes No
- c work undertaken by Your staff is regularly reviewed by a senior technical manager? Yes No
- d written procedures or checklists are used for the professional services provided? Yes No
- e contracts, letters of engagement or terms of acceptance including subsequent amendments are evidenced in writing, specify the work to be undertaken, the extent of your responsibility and are retained for at least 3 years? Yes No
- f contracts always cap overall liability at a reasonable level? Yes No
- g contracts always warrant that the performance standard is no greater than reasonable care and skill? Yes No

- h. contractual indemnities are only provided in respect of bodily injury, death, intellectual property rights and property damage? Yes No
 - i. contracts include a dispute resolution procedure? Yes No
 - j. You have a disaster recovery plan? Yes No
 - k. diary systems, registers or other procedures are in operation to ensure that deadlines are met? Yes No
 - l. a formal review of working procedures is undertaken at least annually? Yes No
 - m. satisfactory written references are always obtained for new employees? Yes No
- If 'No' to any of the above, give details below

- 16** Do You have procedures in place to ensure that prior to any contract being agreed or amended:
- a. the contract specifications can be met, and Yes No
 - b. all customer requirements can be satisfied? Yes No
- 17** Are You accredited to or in the process of becoming accredited to ISO 9001, Cyber Essentials or subject to any other form of external assessment? Yes No
- 18** Are You a member of any professional association or trading body? Yes No
- If 'Yes', which?

- 19** Do you
- a. take steps to ensure compliance with the latest data privacy legislation? Yes No
 - b. operate commercially licenced and purchased anti-virus software across your network and regularly apply patches & updates in accordance with the suppliers' recommendations? Yes No
 - c. back up your critical/sensitive data at least weekly to a secure location (i.e. offsite, cloud)? Yes No
 - d. have a Business Continuity Plan or Disaster Recovery Plan and does it address cyber risks including back up of data? Yes No
- 20** Have You any existing Professional Indemnity insurance in force? Yes No
- If 'Yes', state
- a. name of insurer
 - b. renewal date

- 21** Has any insurer in respect of the risks to which this Proposal relates ever
- a. declined a proposal, refused renewal or terminated an insurance? Yes No
 - b. required an increased premium or imposed special conditions? Yes No
- If 'Yes', in either case give details

22 a Has any claim been made against You or any predecessors in business or any Partner, Director, Member, Consultant or employee for neglect, error or omission in relation to professional duties? Yes No

b Have You or any predecessors in business or any Partner, Director, Member, Consultant or employee incurred any other loss or expense which might be within the terms of cover? Yes No

If 'Yes', in either case give details below or attach a separate note if preferred

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss incurred	Estimated outstanding cost

c What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

23 Is any Partner, Principal, Director, Member, Consultant or employee of Yours, **after enquiry**, aware of any circumstances which might

a give rise to a claim against You or any predecessors in business or any of the present or former Partners or Principals? Yes No

b result in You or any predecessors in business or any of the present or former Partners or Principals incurring any losses or expenses which might be within the terms of this cover? Yes No

c otherwise affect the Insurer's consideration of this insurance? Yes No

If 'Yes', give details including maximum potential cost (by separate note if preferred)

24 Limit of Indemnity required

£250,000 £500,000 £1,000,000 Other £ (please specify)

25 How much do You wish to contribute towards each and every claim?

Tick amount required £1,000 £2,500 £5,000 £10,000 Other £ (please specify)

Do You wish to pay your premium by monthly instalments? Yes No

Section 2 – Internet Services – This section must be completed where Internet services are provided. Once complete please sign Declaration And Undertaking overleaf.

1 Do You design or host websites that process financial transactions?

Host

Design

Host and Design

No

Please provide details of the three websites that transact the largest online financial turnover

Client	Website	Online Turnover (£)	Contract fee (£)	Hosted on own server?

Please provide the name and address of any company providing web hosting services on Your behalf

Website or Name

2 Do Your hosting contract terms match those of the Third Party hoster?

Yes No

If 'No' what are the differences?

3 Do You provide hosting services for websites where messages may be posted and viewed by other users?

Yes No

If 'Yes' please provide their details below

Client	Website	Description of users' comments	Contract fee

4 In relation to web-based message boards, forums or newsgroups, do You have procedures for

a identifying and receiving complaints arising from the content of any websites with which You are involved?

Yes No

b removing any offending content?

Yes No

c preventing others' unauthorised access to the site?

Yes No

5 If domain name registration and renewal services are provided

a How many domains are expected to be registered and/or renewed in the coming year?

b Do You retain responsibility for renewing domain names?

Yes No

c Do You have systems in place to ensure renewal of domains occurs on time?

Yes No

ADDITIONAL INFORMATION

Use this space to provide further information in support of answers given to questions in this Proposal.
Please state question number clearly. Please attach additional sheets if necessary.

IMPORTANT NOTICES

Please read the following carefully before you sign and date the Declaration And Undertaking.

IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the insurance policy takes effect the Insured have a duty to make a fair presentation of the risks to be insured under the insurance policy.

A fair presentation of the risk is one:

- which:
 - discloses to the Insurer every material circumstance which you know of or ought to know of; or
 - gives the Insurer sufficient information to put the Insurer on notice that it will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A material circumstance is one that would influence the Insurer's decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to the Insurer.

A copy of the proposal should be retained by you for your own records.

FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

PRIVACY POLICY

RSA is committed to ensuring that your privacy is protected.

For a full explanation of how we use the information we collect about you, how you can contact us if you wish to exercise your rights and the procedure that we have in place to safeguard your privacy please visit:

www.rsagroup.com/support/legal-information/broker-privacy-policy

DECLARATION AND UNDERTAKING

I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

If any such facts, expectations and/or beliefs materially change before the insurance policy takes effect I/we undertake to provide details of all such changes to the Insurer in order to comply with my/our obligation to provide a fair presentation of the risk to be insured under the insurance policy.

For the purposes of making this proposal for insurance, I/we agree that the Intermediary (which I/we have appointed to advise in relation to this policy) is acting on my/our behalf and not as an agent of the Insurer.

Signature (Principal)

Date

On behalf of*

*insert name of firm

This insurance will not commence until the Insurer has indicated acceptance of the Proposal. The Insurer reserves the right to decline any Proposal.