

INFORMATION TECHNOLOGY PROFESSIONAL INDEMNITY

Please find Important Notice and Disclaimers at the end of this document.

POLICYHOLDER DETAILS

1. Policyholder Name			
2. Client Contact		3. ABN	
4. Street Address		5. State	6. Postcode
7. ITC%	8. Is the policyholder's business registered to charge GST? ☐ Yes ☐ No		
9. Website Address		10. Date Commenced	

BUSINESS DETAILS

11. Please state in full the professional services and nature of advice provided:

12. Please indicate the Gross Fees/Income for each of the following:

Previous Financial Year	
Current Financial Year	
Projected Financial Year	

13. Please state the number of current employees (including Directors/partners, full/part time and casual employees) located in each state or territory:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

14. For the purposes of calculating Stamp Duty, please indicate (by selecting the applicable checkbox) those states in which the business is exempt from Stamp Duty application:

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas
☐	☐	☐	☐	☐	☐	☐	☐	☐

ACTIVITIES

15. Please state the percentage of gross income/fees for each activities set out in the below table:

Activities	%	Activities	%
Package Software (Own)		Systems Analysis	
Bespoke Software		Facilities Management/Outsourcing	
Data Processing		Hardware Maintenance/Installation/Integration	
Sale/Supply of Hardware		General Computer Advice	
Software maintenance/installation		Trouble Shooting	
Training		Systems Audit	
Project Management		System Integration	
Internet Service Provider		Other (Please specify):	
Web Design			
Sales of Customised Software			
Total			100%

RISK MANAGEMENT

16. Are any of the Insured's activities performed in or provided to clients based in the USA/Canada? ☐ Yes ☐ No

If 'Yes', please provide details of Insured activities below:

17. Does the Insured's clients include any of the following sectors: Nuclear, Chemical, Aviation, Power Plants, Safety Critical or Financial Trading Platform areas? ☐ Yes ☐ No

If 'Yes', please indicate the sector below:

18. Does the Insured's clients include any of the following Mining, Military, Medical (Diagnostic) or Financial Institutions? ☐ Yes ☐ No

If 'Yes', please provide full details of the services provided, contract value and client name below:

CLAIMS HISTORY

19. Has there been or is there now pending a claim against the Insured, its predecessors in business or it's current or former partners/principals/directors or employees for a breach of professional duty? ☐ Yes ☐ No
If 'Yes', please provide details of the claim below:

20. 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? ☐ Yes ☐ No
If 'Yes', please provide details of the circumstance or incident below:

21. Is the Insured aware of any prosecution or investigation (actual or pending) of the Insured or any partners/principals/directors or employees under any International, Commonwealth, State or Local statute, legislation, regulation or By-Law? ☐ Yes ☐ No
If 'Yes' please provide details of the prosecution or investigation below:

22. 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? ☐ Yes ☐ No
If 'Yes', please provide details of the misconduct below:

23. Has the Insured ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy? ☐ Yes ☐ No
If 'Yes', please provide details below:

LIMITS OF LIABILITY

24. What limit(s) of liability does the Insured require quotations for?
☐ \$1 million ☐ \$2 million ☐ \$5 million ☐ \$10 million ☐ Other \$

GENERAL LIABILITY

25. Are all your services provided in an 'office' based environment? ☐ Yes ☐ No
Please Note: The General Liability extension cannot be offered under this policy if Professional services are not being solely performed in an office based environment.

26. Have there been any public/products liability claims made in the past five (5) years? ☐ Yes ☐ No
If 'Yes', please provide details of the past claims below:

27. What General Liability limit(s) is required?
☐ \$5 million ☐ \$10 million ☐ \$20 million ☐ Other \$

DECLARATION

Please Note: Signing the Declaration does not bind the proposer or the Insurer to complete this insurance.

I declare that I have made all necessary inquiries into the accuracy of the responses given in this proposal and confirm that the statements and particulars given in this proposal are true and complete and that no material facts have been omitted, misstated or suppressed. I agree that should any of the information given by me alter between the date of this proposal and the inception date of the insurance to which this proposal relates, I will give immediate notice thereof to the insurer.

I acknowledge receipt of the Important Notice, Privacy Notice and Disclosure information contained in this proposal and that I have read and understood the content of them.

I consent to AIG collecting, using and disclosing personal information as set out in AIG's privacy notice in this proposal and the policy.

If I have provided or will provide information to AIG about any other individuals, I confirm that I am authorised to disclose the other individual's personal information to AIG and also to give the above consent on both my and their behalf.

I confirm that I am authorised by the proposing company (and its partners/principals/directors if applicable) to complete this proposal form and to accept the quotation terms for this insurance on behalf of the company (and its partners/principals/directors if applicable).

Name

Signature

Title

Date

ABOUT AIG

American International Group, Inc. (AIG) is a leading global insurance organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security, AIG common stock is listed on the New York Stock Exchange.



This document is provided as a general overview of the subject matter and should not be taken as providing any specific advice, legal or otherwise. The precise scope and breadth of policy coverage is subject to the specific terms and conditions of the policy wording and any applicable module(s). Availability of modules is subject to underwriting approval. In Australia, insurance is issued by AIG Australia Limited ABN 93 004 727 753, AFSL 381686. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. ©AIG – all rights reserved

IMPORTANT NOTICES

This Policy is issued/insured by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL No 381686

Sydney: Level 19, 2 Park Street, NSW 2000 (1300 030 886)

Melbourne: Level 12, 717 Bourke Street, VIC 3008 (1300 030 886)

Brisbane: Level 11, 120 Edward Street, QLD 4000 (1300 030 886)

Perth: Level 11, 108 St. George Terrace, WA 6000 (1300 030 886)

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.

Subject to the Cancellation General Provision, 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 AND NOTIFIED

This Policy contain *claims-made and notified* Insurance Covers and extensions. This means that those Insurance Covers and extensions will only cover **Claims** first made against you during the **Policy Period** and notified to the **Insurer** as soon as practicable in the **Policy Period**. This **Policy** may not provide cover for any **Claims** made against you if at any time prior to the commencement of this **Policy** you became aware of facts which might give rise to those claims being made against you.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where you gave notice in writing to an insurer of facts that might give rise to a claim against you as soon as was reasonably practicable after you became aware of those facts but before insurance cover provided by an insurance contract expires, 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 cover provided by the contract.

This Policy excludes prior **Claims** and circumstances as outlined in the "Prior Claims and Circumstances" Exclusion.

PRIVACY NOTICE

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting us at australia.privacy.manager@aig.com or on 1300 030 886.

HOW WE COLLECT YOUR PERSONAL INFORMATION

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

WHY WE COLLECT YOUR PERSONAL INFORMATION

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION

In the course of underwriting and administering your policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

ACCESS TO YOUR PERSONAL INFORMATION

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you.

In summary, you may gain access to your personal information by submitting a written request to AIG. In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

COMPLAINTS

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

CONSENT

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

COPYRIGHT

The content of this policy wording, the schedule and any endorsement or notice we give you in writing, including but not limited to the text and images therein, and their arrangement, is the copyright property of AIG. All rights reserved. AIG hereby authorises you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy wording, the schedule and any endorsement or notice we give you in writing, without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

DISPUTE RESOLUTION PROCESS

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

- (i) contact your insurance intermediary and they may raise it with us;
- (ii) if your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Compliance Manager
AIG Australia Limited
Level 12, 717 Bourke Street
Docklands Vic 3008