



Dexta Corporation Pty Ltd

AFS Licence No: 230912

ABN 12 084 487 712

**Insurance & Risk Services
Managing General Agents**

Sydney:

Level 23

Tower 2, Darling Park

201 Sussex Street

Sydney NSW 2000

GPO Box 129

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

Phone: (03) 9603 1000

Fax: (03) 9600 3877

Brisbane:

Level 27, Riverside Centre,

123 Eagle Street

Brisbane QLD 4000

PO Box 7093, Riverside Centre

Brisbane QLD 4001

Phone: (07) 3237 2000

Fax: (07) 3221 7268

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”.

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.



BROKER TO COMPLETE

Broker Company Name:	Contact Name:
Broker's Licence No:	Ph:
Broker ABN:	Email:

YOUR BUSINESS DETAILS

1. Insured "You":

Name:	
Trading As:	
ABN:	Input Tax Credit (ITC) Percentage: %

(a) When (date) did **Your** business commence: / /

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please provide **Us** with the details.*

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(c) Is **Your** Company either a subsidiary of, a joint venture or an associated entity with any Fortune 1000 or Global 500 company?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please provide **Us** with the details.*

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please provide **Us** with the details, including the relationship to **Your** Business. For example, venture partner, development alliance, or intellectual property pool.*

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

Street:		
Suburb:		
State:	Post Code:	
Telephone:	Fax:	Email:

(f) Do **You** conduct business from any other locations?

Yes No

*If 'Yes', please provide **Us** with the location details (attach a list if necessary).*

Street:		
Suburb:		
State:	Post Code:	

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

Yes No

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

www.

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

Yes No

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

2. (a) 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**.

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(b) Do **You** provide advice in relation to **Your** business activities?

Yes No

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

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(c) Apart from purely Customer / Client relationships are **You**, or any of **Your** principals, partners or directors connected or associated (financially or otherwise) with any other company or enterprise and have **You** conducted business with such other enterprise?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please supply **Us** with the details.*

(d) Please provide details of all relevant **Associations, Societies, Industry Groups or Professional organisations** of which **You** or **Your** technical staff are a member.

Association	Year Joined	Current (Yes / No)

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

Staff	Total Numbers
Partners / Principals / Directors	
Professional Staff	
Contractors / Consultants	
Systems Analysts / Designers	
Programmers	
Sales and Marketing	
Administration / Support	
Trainees	
Other (please specify)	
TOTAL	

(b) Please advise **Us** with **Your** total salaries for the:

- Last year, and \$
- Next year (estimate) \$

(c) Please provide **Us** with the following details on each of **Your** Partners / Principals / Directors:

Name	Age	Qualifications	Year	Years with this Firm	Total Years Practising

Please provide **Us with the details of **You** or **Your** technical / professional staff experience, training and qualifications in the field (if the staff numbers are excessive, **You** may limit this to just key technical personnel).**

4. Please provide **Us** with the details of **Your** arrangements with Contractors.

(a) Do **You** use the services of any Contractor?

Yes No

*If 'Yes', do **You** use a standard Contractors Contract or hiring Agreement?*

Yes No

*If 'Yes', please provide **Us** with a sample copy.*

*If 'No', do **You** have a written contract with such persons?*

Yes No

(b) Please provide **Us** with **Your** payments to such persons in the:

- Last year, and \$
- Next year (estimate) \$

*Please express these payments to Contractors as a percentage of **Your** total wage roll for:*

- Last Year, and %
- Next year (estimate) %

5. (a) Do **You** have all employees and contractors sign standard confidentiality agreements when they are engaged?

Yes No

*If 'Yes', please provide **Us** with a sample copy.*

(b) Do **You** have all employees and contractors sign standard Intellectual Property Rights assignments when they are engaged?

Yes No

*If 'Yes', please provide **Us** with a sample copy.*

6. (a) Please provide **Us** with **Your** actual Revenue, by each of the types of Service that most effectively describe **Your** business activities - in the past year and an estimate for the next year:

Revenue by Type of Service	Actual Current Year	Estimate For Next Year
Consultancy Services	\$	\$
Application Software Development	\$	\$
Systems Integration	\$	\$
Contract Programming	\$	\$
Shrink Wrap Software	\$	\$
Web / ISP / Internet Services	\$	\$
Outsourcing Services	\$	\$
Sale & Supply of Software – Developed by You	\$	\$
Sale & Supply of Software – Developed by Third Parties	\$	\$
Sale & Supply of Hardware & Peripheral Equip	\$	\$
Other (please specify)	\$	\$
TOTAL	\$	\$

(b) Please provide **Us** with a breakdown of **Your** actual Revenue in the past year and an estimate for the next year, by each Country where appropriate:

Revenue by Country	Actual Current Year	Estimate for Next Year
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Australia & New Zealand	\$	\$
Asia	\$	\$
United Kingdom	\$	\$
European Union 'EU' (other than UK)	\$	\$
USA and Canada	\$	\$
Other (please specify)	\$	\$
TOTAL:	\$	\$

(c) Please provide **Us** with a break down of **Your** Revenue by the following major industry segments that most effectively describe **Your** business focus:

Revenue by Type of Client	Actual Current Year	Estimate for Next Year
Government	\$	\$
Finance & Banking	\$	\$
Commercial / Industrial	\$	\$
TOTAL:	\$	\$

(d) **We** require **You** to provide a percentage break down of **Your** estimated Revenues by State, Territory or Overseas for **Stamp Duty** purposes:

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

7. (a) In the last three (3) years have **You** commenced or completed any project with an annual Contract Value (excluding the value of any equipment / hardware supplied) greater than **\$25,000**?

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

Start Date	Completion Date	Nature of Project (Including type, essential purpose and client's business)	Contract Value	Total Revenue

(b) Please provide **Us** with an estimate of the value of the largest project **You** have quoted or tendered or that **You** are likely to undertake in the next year:

\$

8. Do **You** at any stage provide Internet / Web / On-line / communications services?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If 'Yes', please:

(i) indicate the number of contracted Users:

(ii) estimate the increase in the number of Users over the next year: %

Important:

If these activities represent more than 25% of **Your** total revenue, **You** should request a supplemental questionnaire to enable **Us** to more fully assess these services.

9. Please provide **Us** with the details of **Your** Client Contracts and Service & Maintenance Agreements.

(a) Do **You** only undertake work on a Standard Client Contract or Service & Maintenance Agreement for the work that **You** do?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If 'Yes', please provide **Us** with a copy of **Your** Standard Contract and / or Client Agreement.

(b) Do **You** always have clients sign a written contract covering the specifications of products and / or services that **You** agree to provide?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'No', for what type of customer and for what services do **You** not use a contract and how do **You** define the products and / or services **You** are contracted to provide?*

(c) To whom do **You** refer Contracts or variations in contracts to for approval or advice?

(d) Do **You** ever negotiate contracts in which **You**:

(i) Accept liability for consequential damages?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(ii) Do not include a limitation of liability for consequential damages?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(iii) Do not include a **Force Majeure** clause?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(e) Do **You** ever agree to hold harmless any OEM, Dealer or Systems Integrator or the like for claims arising out of **Your** products or services?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If 'Yes', please explain the circumstances.

10. Please provide **Us** with the details of **Your** Software related activities (if any).

(a) Do **You** distribute systems under 'Shrink Wrap' licences?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', do **You** hold or have access to the source code in **Your** home country?*

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(b) Are **You** engaged in the creation and / or distribution of software?

Yes No

If 'Yes', please specify:

(i) *The number of licensed copies within **Your** home country:*

(ii) *The number of licensed copies elsewhere in the world:*

(c) Do **You** operate any form of quality assurance?

Yes No

If 'Yes', please provide a brief explanation.

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(d) Do **You** at any time provide source code to clients?

Yes No

If 'Yes', is the source code supplied:

(i) *on a progressive basis as developed, or*

Yes No

(ii) *subsequent to project sign off*

Yes No

(e) Do **You** escrow source code?

Yes No

11. Do **You** at any stage act as:

(a) An Original Equipment Manufacturer (OEM)?

Yes No

(b) A Value Added Reseller (VAR)?

Yes No

(c) An agent for the supply of Software or Hardware?

Yes No

(d) An exclusive importer and / or distributor of Computer Software, Computer Systems or Hardware?

Yes No

For Software:

If 'Yes', do **You** hold or have access to the Source code within **Your** home country?

Yes No

For Software and Hardware:

If 'Yes', please provide details of such products or services and a copy of the distribution agreement.

(e) A distributor or agent for any computer services or products not included above?

Yes No

If 'Yes', please provide details.

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(f) A provider of Bespoke systems or Customised software solutions?

Yes No

If 'Yes', please provide details.

12. Are any of **Your** products / services:

(a) Intended for use in process control systems?

Yes No

(b) Prototypes, experimental or single product items?

Yes No

(c) Intended for use in aircraft, watercraft, military installations or warfare equipment?

Yes No

(d) Intended for use in surgical / medical applications?

Yes No

If 'Yes', have these products received USA Food & Drug Administration (FDA) or similarly appropriate approvals in each of the Countries to which they are to be distributed?

Yes No

*If 'Yes', to any of the above please provide **Us** with full details.*

13. (a) Please describe **Your** procedure and checklist for ensuring that **Your** products or services do not infringe the intellectual property rights of clients or competitors.

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(b) Do **You** obtain legal advice to safeguard **Your** intellectual property rights before **You** release any new product?

Yes No

*If 'Yes', who provides **You** with this advice – If 'No', why not?*

14. (a) Have **You** been required to conduct a product or service recall at any time?

Yes No

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

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(b) Do **You** have a documented recall procedure?

Yes No

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

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15. (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.*

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(b) Have **You** ever been involved in any dispute or arbitration concerning fees, payment for products or services rendered or for the infringement of any other parties intellectual property rights?

Yes No

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

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(c) 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.*

16. Have **You** been previously insured in respect of IT Liability or Professional Indemnity or Public/Products Liability?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', please provide **Us** with the full details.*

	IT Liability	Professional Indemnity	Public & Products Liability
Insurer			
Limit of Indemnity			
Excess			
Expiry Date			

17. In respect of any insurance, has any Insurer ever:

(i) Declined **Your** proposal or renewal?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(ii) Imposed special terms?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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(iii) Cancelled or avoided **Your** insurance policy?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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*If 'Yes', to any of the above please provide **Us** with the full details.*

18. 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.

19. Please advise **Your** insurance requirements:

(a) Professional Indemnity Limit of Indemnity required:	\$
(b) The Excess (Deductible) required for this section:	\$
(c) Public & Products Limit of Indemnity required:	\$
(d) The Excess (Deductible) required for this section:	\$
(e) Goods in Your Care, Custody or Control (provide details):	\$
(f) Retroactive Date (only if one currently applies):	/ /

*If **You** have entered an amount in (e) above, please provide **Us** with full details of the goods in **Your** legal care, custody or control.*

DEXTA PRIVACY STATEMENT AND AUTHORITY

We have always valued **Your** privacy. **We** are bound by the *Privacy Act* 1988 and the Insurance Council of Australia Privacy Code 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.

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: / /

HAVE YOU COMPLETED THIS APPLICATION?

Check, did You provide Us with a copy of the following:

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Your Corporate Profile, Brochures or Web Site address? |
| <input type="checkbox"/> | <input type="checkbox"/> | Details of Your Technical or Key Personnel's Training and Technical experience? |
| <input type="checkbox"/> | <input type="checkbox"/> | Your standard client contract and / or service maintenance agreement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Your standard contractor's agreement? |

Information & Communication Technology Checklist

1: Check all questions are answered.

2: Provide resumes of principals.

3: Copies of any contracts entered into.

All Checked