

Information and Communication Technology Addendum

The Applicants		
Name(s) in full of all entities to be insured	ABN	

Details of Business	
1. Please provide details of:	
(a) The precise nature of the activities of the business, including the primary purpose of any hardware or software/systems provided, sold or licensed including details of any advice provided.	
(b) The approximate percentage of your gross income derived from the following business activities.	
Hardware Sales (Reseller)	%
Hardware Sales (Own Developed or Exclusive Importer)	%
Pre-Packaged Third Party Software Sales (reseller)	%
Pre-Packaged Software Sales (Own Developed or Exclusive Importer)	%
Application Software Development/Contract Programming	%
Data Communication Services (ISP)	%
Telecommunication Services	%
Network Services	%
Help Desk Services	%
Maintenance Services	%
Data Processing/Warehousing Services/Bureau Services	%
ICT Project Management or General Consultancy	%
Integration Services	%
Security Services	%
Billing Services	%
Education and Training	%
Other (Please Describe)	%
Total	100%
(c) Any envisaged substantial changes in your activities or any major new operations contemplated during the next 12 months?	
(d) Are any of your products/services:	
Intended for use in industrial control systems and or SCADA systems and or robotic?	Yes No
Intended for use in motor vehicles, aviation, radar, aircraft, watercraft, military installations and or warfare equipment?	Yes No
Intended for use in any surgical/medical application or equipment?	Yes No
Intended for use in any pollution control system?	Yes No
Intended for use in any artificial intelligence application or system?	Yes No
Intended for use in any gambling/wagering system?	Yes No
Intended for use in the provision of any adult content/pornographic material?	Yes No
Prototype, experimental or single product items?	Yes No
If "Yes", to any of the above please provide us with full details on a separate sheet.	

2. Prior to providing any contractual indemnity to anyone in respect of intellectual property licensed or sold or shared, do you ensure that you have sole legal rights to such intellectual property licensed/sold/shared?	Yes	No
3. Do you have all employees, consultants and sub-contractors assign you their intellectual property rights? If "yes", please provide a copy of standard agreement.	Yes	No
4. Has the applicant provided services to integration projects with more than 75 users and multi-user locations?	Yes	No
5. (a) Please provide a brief description and contract value for the three (3) largest contracts undertaken over the past five (5) years.		
Brief Description	Contract Value (\$)	
(b) Please provide 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.	\$	
6. Does any contract or client represent more than 50% of your annual work or fees? If "Yes", please supply details	Yes	No
7. (a) If you engage consultants, sub-contractors or agents, do you insist they carry their own professional indemnity insurance?	Yes	No
(b) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlement which you may have against such consultants, sub-contractors or agents?		
8. Do you perform work outside Australia, or work for clients located overseas? If "Yes", please provide an approximate percentage breakdown by Country or client.	Yes	No
9. Do you ever negotiate contracts in which you:	Yes	No
(i) Do not exclude liability for consequential damages?		
(ii) Do not include a limitation of liability for consequential damages?		

Financial Details									
10. Please provide the amount for the following:	Australia		Overseas						
(a) Annual gross wages	\$A		\$A						
(b) Annual gross turnover current year	\$A		\$A						
(c) Annual gross turnover estimated next 12 months	\$A		\$A						
(d) Please provide the approximate percentage of your activities (based on turnover) applicable to each State, Territory and Overseas.									
	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	O/S
	%	%	%	%	%	%	%	%	%
11. Please provide a breakdown of your Revenue by the following major industry segments that most effectively describe your business focus:									
Percentage revenue by type of client:									
Government									%
Finance and Banking									%
Commercial/Industrial									%
Other									%
Total									%

Declaration and Authorisation

I/We declare that I/we have read the important notices in this addendum and that the statements and particulars contained in this addendum are true and complete and that I/we have not mis-stated or suppressed any material facts.

I/We agree that this addendum together with any other information supplied by me/us shall form the basis of any contract of insurance effected thereon.

I/We undertake to inform W. R. Berkley Insurance Australia of any material alteration to these facts occurring before entering into the contract of insurance. I/We acknowledge that the duty to disclose material facts continues after the completion of the proposal form (or any addendum) and throughout any period of insurance (and any extension thereto), upon which the proposal (or addendum) form was used as the basis of the contract of insurance.

Signing this proposal does not bind the proposer to complete this insurance.

..... Date:.....
Signature of authorised individual/partner/principal/director

.....
Name of Insured

Important Notices

A. Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonable be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

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

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

B. Claims Made and Notified Policy

This proposal form is for insurance part of which is Professional Indemnity Insurance on a "Claims made and Notified" basis. This means that this part of the policy covers you for claims made against you and notified to the insurer during the period of cover. It does not provide cover for:

- claims arising from an event which occurred before the policy's "retroactive date" where such a date is specified in the schedule;
- claims made after the period of cover expires (even where the event giving rise to the claim occurred during the period of cover);
- claims made, threatened or intimated before the period of cover commenced;
- claims arising from facts or circumstances of which you first became aware before commencement of the policy and which you knew or ought reasonably to have known, had the potential to give rise to a claim under the policy of any previous policy;
- claims arising from circumstances noted on the proposal form or any previous proposal form.