

OBF

INSURANCE GROUP



TECHNOLOGY

PROFESSIONAL INDEMNITY PROPOSAL FORM

Coverholder at

LLOYD'S

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OBF Insurance Group Ltd. is regulated by the Central Bank of Ireland. Registered in Ireland No. 39988. Brokers Ireland Member.

Please Note:

- This is a proposal for a contract of insurance, in which 'proposer' or 'you/your' means the individual, company, partnership, limited liability partnership, organisation or association proposing cover.
- This is a proposal form for a policy relating to claims made against the Insured during the period of the policy only – CLAIMS MADE.
- OBF Insurance Group Ltd. draws your attention to the importance of answering all questions honestly and with reasonable care. The answers you give us must be true and complete. This is for your protection because, if you do not give us full and complete information, a claim under your policy could be declined or your cover cancelled. You should also advise us of any material changes in your circumstances which might alter the subject matter of the policy or the nature of the risk being insured. If you do not advise us of such changes, cover under the policy may be lost.
- The proposal form must be fully completed, signed and dated by a person who is of legal capacity and has the authorisation to request this insurance for the Proposer.
- This form does not bind the Proposer but will form part of the Insurance contract if taken up.

Please supply the following additional information:

- Company Brochure
- CVs of Principals
- Copy of Standard Contract Terms and Conditions (if applicable)

DETAILS OF THE PROPOSER

1. Name(s) of the Firm(s):

2. Address(es):

3. Website:

4. Email address:

5. Phone No:

6. Establishment Date of Firm:

7. Please provide details of any subsidiary companies which are to be included under this insurance:

Subsidiary/Trading Name	Country

8. Please give total number of:

Principals/Partners/Directors:

Other Technical Staff:

Qualified Staff:

Administrative/Other:

9. Details of all Directors/Partners/Principals:

Partners/Principals	Qualifications	Date Qualified	How long a Director, Partner, Principal of this firm/company

10. a) Has any other practice or business amalgamated or merged with you?

Yes

No

b) Have you purchased any other practice or business?

Yes

No

If Yes, please provide full details:

11. If the Proposer is a sole practitioner, what procedures are in place for periods of absence from the office or illness? Please provide full details:

DETAILS OF ACTIVITIES/INCOME/FEES

1. a) Please provide the details of your gross fees:

	Last Financial Year / /	Current Financial Year / /	Estimate for Next Financial Year / /
Gross Fee			
Maximum Fee			
Average Fee			

b) Financial Year End:

2. a) Please provide a percentage split of your income by geographical area:

	% of Gross Fees
Domestic Contracts	
UK Contracts	
EU Contracts	
USA/Canada (Subject to non USA/Canada Law)	
USA/Canada (Subject to USA/Canada Law)	
Rest of the World	

b) If Rest of the World work is carried out, please list the countries in which services are performed:

3. Please list the Proposer's six largest contracts in the last five years:

Client	Territory	Description of Professional Services	Total Contract Value	Your Fees	Start Date	End Date

4. a) Please provide a split of activities in the previous financial year or next year estimate if a new business:

Activity	Ireland - %	UK - %	EU - %	USA\Canada - %	Rest of the World - %
IT Consultancy					
IT Security Consultants					
IT Training					
Project Management					
i) Where you set the specification					
ii) Where a third party sets the specification					
Bespoke Software Development					
Own Shrinkwrap software (sale)					
Own Customisable Software (sale)					
Third Party shrink wrap software (sale)					
Third Party Customisable Software (sale)					
Software Maintenance – Own					
Software Maintenance –Third Party					
Software Installation					
Facilities Management					
Data Processing					
Website Design					
Website Hosting					
Application Hosting (excluding application maintenance)					
Domain Name Registration					
Internet Service Provision					
Sale/Supply of Hardware					
Hardware Maintenance					
Hardware Installation					
Cabling					
Other Work – Please provide full details on a separate sheet					
TOTAL (100%)					

b) Please split the Firm(s) business between the following market sectors:

Government	%
Manufacturing/Industrial	%
Construction/Engineering	%
Trade Wholesale/Retail	%
Healthcare/Medical	%

Finance	%
Commercial	%
Aerospace	%
Rail	%
Other	%

c) Is the Firm(s) involved in the development or supply of any of the following:

Enterprise Resource Planning (ERP) Software?

Yes No

Encryption Software?

Yes No

Security Software / Public Key Infrastructure?

Yes No

Mission / Systems Critical Software?

Yes No

If Yes, to any of the above, please provide further details:

d) Do you utilise the use of heat away from your premises?

Yes No

If Yes, please provide the waggeroll applicable.

5. Is the failure of any of your products or services liable to result in any of the following outcomes:

a) Loss of life or injury to a person?

Yes No

b) Destruction or damage to physical property?

Yes No

c) Immediate and large financial loss?

Yes No

d) Significant cumulative financial loss?

Yes No

e) Insignificant financial loss (more of a nuisance)?

Yes No

If Yes to any of the above, please explain why:

6. a) What percentage of the Firm's income is paid to sub-contractors appointed by the Proposer?

b) Please give full details of the work undertaken by sub-contractors, how are they selected and managed:

c) Does the Proposer accept contractual responsibility for sub-contractors (rather than simply appointing them)?

Yes No

d) Does the proposer ensure that such sub-contractors have entered into a binding contract accepting full responsibility for their own professional neglect, error or omission and does the proposer ensure the sub-consultants carry and maintain in force Professional Indemnity insurance?

Yes No

e) Does the proposer check that the sub-contractor has adequate resources? Yes No

7. Is cover required for any previous activity, now ceased, which is different from that declared within the proposal form? Yes No

If Yes, please give full details:

8. Who are the Firm(s) top 3 competitors :

RISK MANAGEMENT

1. Does the Proposer(s) always use standard written contract conditions which clearly outline the scope of service? Yes No

If No:

a) What percentage of contracts are in a non-standard form? %

b) What is the procedure for the signoff of non-standard contracts?

2. a) In respect of all contracts the Proposer(s) enters into, do they always include:
An outline of the scope of services to be provided? Yes No

Limitation of Liabilities? Yes No

Direct, Consequential and Economic Loss Exclusion? Yes No

Indirect, Consequential and Economic Loss Exclusion? Yes No

Force Majeure? Yes No

Guarantees? Yes No

Warranty Disclaimers? Yes No

Hold Harmless Agreements? Yes No

Arbitration Agreement? Yes No

b) Does the customer always sign the contract? Yes No

c) Does the Firm(s) have standard procedures for regular review of ongoing contracts internally and with clients? Yes No

d) Does the Firm(s) provide advice or services which fall outside the scope of the contract? Yes No

e) Does the Firm(s) have any of the following quality control procedures:

Written and Formalised Quality Control Procedures?

Yes No

Prototype Development?

Yes No

Alpha Testing?

Yes No

Beta Testing?

Yes No

Statistical Process Control?

Yes No

Total Quality Management?

Yes No

f) Is a final test made with the customer present, and sign off by the customer required?

Yes No

g) Does the firm offer and promote continuing training?

Yes No

PREVIOUS/CURRENT INSURANCE

1. Does the Proposer currently have a Professional Indemnity Insurance policy in force? Yes No

If Yes:

a) Insurer

b) Expiry Date

c) Limit of Indemnity

d) Excess

e) Premium

f) Expiry Retroactive Date

2. Has any previous policy for Professional Indemnity insurance been cancelled or refused or had any special terms imposed by any insurer? Yes No

If Yes, please provide full details:

3. Please indicate the Limit of Indemnity required:

€500,000 €1,000,000 €1,500,000 €2,000,000 €2,500,000

€3,000,000 €5,000,000

Please specify if other:

4. What Excess is the Proposer prepared to carry uninsured?

€1,000, €2,500, €5,000, €10,000 or 'Other'

CLAIMS/CIRCUMSTANCES INFORMATION

1. Have any claims alleging negligent act, error or omission (successful or otherwise) been made against you, your predecessors in business, or present or past partners, principals or directors? Yes No

If Yes, have such matters been notified to current or previous Underwriters? Yes No

Please provide full details:

2. Are you or any partners, directors or principals, after having made full enquires, including of all staff, aware of any of the following matters:

a) Any circumstances which may give rise to a claim against you, your predecessors in business or any past or present partner, director, principal or employees? Yes No

b) The receipt of any complaints, whether oral or in writing, regarding services performed or advice given by you? Yes No

If Yes, please provide full details:

3. Is any person within the Company facing or have they ever faced criminal investigations or disciplinary proceedings by any Institute or other relevant body? Yes No

If Yes, please provide full details::

4. Are there any other Material facts which ought to be disclosed? Yes No
- If Yes, please provide full details on a separate sheet.

DATA PROTECTION

OBF Insurance Group Ltd. recognise that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information. Our Data Protection Policy is in line with the requirements under the General Data Protection Regulations (GDPR) which are effective from 25 May 2018.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

Full details of how we collect, use, store and protect your data can be found in our Data Privacy Notice, a copy of which is available on request or via our website, www.obf.ie.

What does OBF Insurance Group Ltd. do with your personal data?

Information you provide will be used by OBF Insurance Group Ltd. for the purposes of processing your application and administering your insurance policy. OBF Insurance Group Ltd. may need to collect sensitive personal data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by OBF Insurance Group Ltd. and will not be disclosed to any third parties except (a) to our agents, sub –contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) to meet our legal or regulatory obligations. In order to provide you with products and services this information will be held in the data systems of OBF Insurance Group Ltd. or our agents or subcontractors. The data is held on servers with multiple layers of security. Please note that some servers which may hold your data are located outside the EU.

We will hold data collected from you for the duration of our business relationship with you and for six years after that. This is a requirement under the Central Bank's Consumer Protection Code 2012. Your data may be used for the purposes of automated decision making but will not be used for profiling purposes.

OBF Insurance Group Ltd. may pass your information to other companies for processing on its behalf. OBF Insurance Group Ltd. will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to and from OBF Insurance Group Ltd. are recorded for quality assurance or verification purposes.

Your Rights under our Data Protection Policy

You have the right to :

- Access the data we hold about you
- Have the data we hold about you transferred to another person or organisation
- Have inaccurate data about you corrected
- Have information about you erased (this could affect our ability to process your business)
- Object to direct marketing from us
- Restrict the processing of your data (this could affect our ability to process your business)
- Make a complaint to us about the implementation of our data protection policy and procedures.

To access the data we hold about you, you will need to complete and submit a Data Access Request Form, available on request or via our website.

Data Breaches

In the event of a data breach which results in your personal data being compromised, we will advise the Data Protection Commissioner within 72 hours at most, unless the data was encrypted or anonymised. Were there is a high risk to your rights, as set out in the GDPR, we will also advise you of the details of the breach and the steps we have taken to rectify it and prevent its recurrence.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud as well as the non-disclosure of material information, and in addition to comply with money-laundering legislation, OBF Insurance Group Ltd. may at any time:

- Share information about you with companies or organisations outside OBF Insurance Group Ltd. including, where appropriate, private investigators and public bodies including An Garda Siochana
- Check your details with fraud prevention agencies as well as databases and other sources of information including, but not limited to, the insurance industry claims database known as InsuranceLink. For information on the functioning of InsuranceLink, please visit insurancelink.ie.

DECLARATION

The undersigned authorised person declares that all questions in this Proposal Form have been answered honestly and with reasonable care and that no information which we requested has been withheld or misrepresented. He/she understands that non-disclosure of material information could result in a claim under the policy being declined. The undersigned agrees that, should any material information change between the date of this proposal and the inception date of the insurance to which this proposal relates, they will advise us thereof. The undersigned agrees that this proposal, together with any other material information supplied to us, shall form the basis of any contract of insurance effected thereon.

Signature:

Name:

Position:

Date: