

## Technology Consultants Professional Indemnity Proposal Form

### Important Notice

The Insurance Act: In this Proposal Form, you are required to disclose fully and faithfully all the facts you know or ought to know in respect of the risk that is being proposed; otherwise the Policy issued hereunder may be void.

Please read the following advice before completing this proposal form.

This proposal is for a claims made policy. A claims made policy only responds to claims made and notified to us during the period of insurance.

The term "PROPOSER" or "You/Your" means the Company (or organisation) listed below and all of its subsidiaries for which coverage is proposed on this form and the "INSURER" or "We/Us/Our" is MSIG Insurance (Singapore) Pte. Ltd.

This PROPOSER is completing this form on behalf of all Insureds (as defined in the policy), it must be signed and dated by an authorised representative of the PROPOSER.

#### When completing this Proposal Form:

- Answer all questions giving full and complete answers.
- It is your duty to provide all of the information requested on the form as well as to include all material facts.
- A material fact is a known fact and/or circumstance that may influence our decision whether to accept the risk and if so, on what terms. If you are unsure whether a matter is material, you should disclose it. Full details of your duty of disclosure can be found in the following section.
- If the space provided on this form is insufficient, please provide complete answers on an additional sheet, which must be signed and dated.
- The proposal form must be completed, signed and dated by a person, who must be of legal capacity and authorised for the purpose of requesting this insurance by the PROPOSER.

**This proposal form DOES NOT BIND the PROPOSER or the INSURER to complete the insurance but will become part of the insurance policy.**

#### YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with us, you have a duty to disclose every matter within your knowledge that is material to our decision whether to insure you and, if so, upon what terms. You have the same duty to disclose material facts before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require you to tell us anything that:

- Reduces the risk you are insured for; or
- Is common knowledge; or
- We know or, as an insurer, should know; or
- We waive your duty to tell us about.

Note that this duty continues after the proposal form has been completed until the time the policy is in force.

#### NON-DISCLOSURE

If you fail to comply with this duty of disclosure, we may cancel the policy or reduce the amount we will pay you if you make a claim, or both. If your failure is fraudulent, we may refuse to pay a claim and treat the policy as if it had never existed. It is therefore vital that you make sufficient enquiries before completing this form and before signing the declaration on this form or any addendum; or any declaration that there has been no change in the information you have provided.

#### SUBROGATION

Where another person or company would be liable to compensate you for any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the loss or damage occurred that you would not seek to recover any monies from that person or company, we will not cover you under the insurance for such loss or damage.

## Section 1 Details of proposer

Company name:

Address of head office:

Web address:

Company registration number:

Place of incorporation:

Date established:

Other operating location addresses:

## Section 2 Company history

1. Has the company or business name ever changed?  Yes  No
2. Has the company ever sold, acquired or merged with any other business?  Yes  No
3. Is any principal, partner or director associated or connected with any other business?  Yes  No

If you have answered 'yes' to any question, please provide details:

4. Please describe the information technology services and products you provide, with reference to the primary purpose of all software and systems that you either license or supply. Include details of any advice or consulting services that you provide. If there is insufficient space, please continue on a separate sheet.

5. Are your products and services designed or intended for use in any of the following applications:

- Medical and surgical devices or applications  Yes  No
- Aerospace/avionics/radar/navigation/safety/maritime  Yes  No
- Military/defence  Yes  No
- Oil/gas/power/nuclear energy  Yes  No
- Financial/banking systems and trading platforms  Yes  No
- Industrial control systems/manufacturing process control  Yes  No
- Fire/security or other emergency applications  Yes  No

If you have answered 'yes' to any question, please provide details:

## Section 3 Employees

1. Please state you current number of employees per category:

Principals, partners & directors		Sales	
Professional		Others (please specify)	
Admin & Support			
Trainees		Total	

2. Please list details of all directors, principals and partners as well as key technical staff:

Name	Qualifications	Date qualified	Years with company	Total experience

3. What is your annual gross salaries/wages bill?

Current year estimate SGD \_\_\_\_\_

Next year estimate SGD \_\_\_\_\_

### Section 4 Financial information

1. Please provide an estimate of your current year turnover, percentage per business activity:

Activity	Percentage breakdown	Activity	Percentage breakdown
Data processing and warehousing services		Software sales (developed in-house)	
Maintenance and repair		Hardware sales (in-house product)	
Education and training		Systems integration	
Hardware reseller (3 <sup>rd</sup> party)		ISP/web/internet services	
Facilities management and outsourcing		Telecommunication services	
Software reseller (3 <sup>rd</sup> party)		IT recruitment and staffing services	
General consultancy		Others (please specify)	
<b>Total</b>			

2. Please state turnover per territory:

Territory	Last year (SGD)	Current year (SGD)	Next year estimate (SGD)
Singapore			
Asia			
Australia & New Zealand			
USA & Canada			
Europe			
UK			
Others			

## Section 5 General information

1. Are you party to or do you intend to enter into any joint venture, partnership or consortium?  Yes  No  
If 'yes', please provide details:  
\_\_\_\_\_
2. Do you use a standard contract or agreement for your customers?  Yes  No  
If 'yes', please supply a copy.
3. How often do your customers agree to your standard contract? \_\_\_\_\_  
Please supply a copy of your most significant non-standard contract and describe the approval process for any variations to standard contracts:  
\_\_\_\_\_
4. Do you ever enter into contracts which limit your liability to the cost of services and products that you provide?  Yes  No  
If 'no', what measures do you take to limit your liability?  
\_\_\_\_\_
5. Do you ever enter into contracts which agree to limit any other party's liability?  Yes  No  
If 'yes', in what circumstances and what limits are set?  
\_\_\_\_\_
6. Do you ever enter into contracts in which you accept liability for consequential damages?  Yes  No  
If 'yes', in what circumstances?  
\_\_\_\_\_
7. Do you ever agree to indemnify or hold harmless any third party for claims arising from provision of your services or products?  Yes  No  
If 'yes', in what circumstances?  
\_\_\_\_\_
8. Do you ever enter into contracts which omit a force majeure clause?  Yes  No  
If 'yes', in what circumstances?  
\_\_\_\_\_
9. Do you conduct a legal review process of all contracts pre-signing?  Yes  No
10. Do you enter into fixed price contracts?  Yes  No  
If 'yes', how often? \_\_\_\_\_
11. Are contractual indemnities included in contracts in respect of intellectual property that you license sell or share?  Yes  No  
If 'yes', please attach a copy.
12. Do you have sole legal rights to all the intellectual property that you license, sell or share?  Yes  No  
If 'no', please provide details:  
\_\_\_\_\_

13. Do you act as the agent of another company?  Yes  No  
 If 'yes', please provide further details:

Company (Principal)	Services, hardware and software provided as agent	Agency sales as percentage of turnover

14. Please list the 5 largest contracts conducted in the past 5 years and provide brief details:

Description	Contract value

15. What is your average contract value? SGD \_\_\_\_\_

16. Final testing and customer approval \_\_\_\_\_

17. Do all customers sign an agreement or contract or submit an official purchase order?  Yes  No

18. Do you ever use consultants, agents or contractors?  Yes  No

If 'yes',

What percentage of your IT products and services do they provide? \_\_\_\_\_%

What IT products and services do they provide?

\_\_\_\_\_

Do they work under specific contracts?  Yes  No

Are they required to have their own IT liability cover and is so, do you verify that it is in force?  Yes  No

Do you ever enter into any hold-harmless agreements with sub-contractors or waive any legal rights or entitlements which you may have against them?  Yes  No

Do they assign you their intellectual property rights for sub-contracted work?  Yes  No  
 If 'yes', please attach a copy of the standard agreement.

19. Do you intend to make any significant changes to your business or business activities during the coming year?  Yes  No  
 If 'yes', please provide further details:

\_\_\_\_\_

20. Do you require cover for consultants, agents and contractors under the proposed policy?  Yes  No  
 If 'yes', please provide a full list of consultants, agents and contractors, total payments for the current year and a copy of your standard sub-contractor contract or agreement:

## Section 6 Risk management

1. Do you require that customers confirm acceptance in writing on delivery of products and services?  Yes  No
2. Do you have a Total Quality Management (TQM) framework?  
If 'yes', please provide details, including quality certification:
- 
3. Do you have an up-to-date product recall plan in place?  Yes  No
4. Do your product and systems development processes include the following:
- A formally documented systems development methodology  Yes  No
- A mandatory proposal in place to determine customer performance expectations  Yes  No
- A written contract specifying products and services to be supplied, signed by the customer  Yes  No
- A written agreement that defines the scope of the project or services to be provided  Yes  No
- A contract defining the responsibilities of all parties  Yes  No
5. Do sign-off procedures include the following customer sign-off stages:
- Interim changes (fully documented)  Yes  No
- Each performance milestone acknowledged and accepted  Yes  No
- Final testing and customer approval  Yes  No
- A final acceptance letter or agreement sign-off  Yes  No
- A formal policy for documenting and responding to customer changes, fixes, complaints and requests  Yes  No
6. Do you obtain specialist legal advice (specifically intellectual property law) before releasing any new software or products?  Yes  No
- If 'no', and in-house legal counsel is used for intellectual property due diligence prior to approval of new software or products, please attach details of the checklist used.
- If no intellectual property due diligence and related processes are in place, please provide details of how IP is otherwise handled:
- 
7. Are employees involved in development work required to undertake that they will not distribute or utilise any previous employer's trade secrets?  Yes  No
8. Are sub-contractors required to sign copyright license agreements if they are involved in product development?  Yes  No
9. Do you have documented procedures in place for handling other parties' intellectual property?  Yes  No
10. Have you filed any patent applications?  Yes  No  
If 'yes', how many patents do you hold? \_\_\_\_\_

## Section 7 Claim history

Please ensure that appropriate enquiries are made of all principals, directors and officers of the company as well as relevant employees, prior to answering the following questions.

1. Have any claims been made against the company in the last 5 years for professional negligence, errors or omissions, or Information technology liability or have circumstances been notified to insurers that might give rise to a claim?  Yes  No

If 'yes', please provide details of the circumstances, claim amount and payments:

2. Are you aware of any circumstance, incident or action which may be grounds for or result in a future claim against the company or any current or former principals, partners, directors or employees?  Yes  No

If 'yes', please provide details:

3. In the past 5 years have any clients disputed or refused payment for your products and services?  Yes  No

If 'yes', please provide details:

4. In the past 5 years have any contracts or projects experienced cost overruns, delays, functionality problems or system failures?  Yes  No

If 'yes', please provide details:

## Section 8 Previous insurance cover

1. Does the company currently have information technology liability cover?  Yes  No  
If 'yes', please state:

Insurer	
Limit of liability	
Expiry date	
Retroactive date (if applicable)	
Deductible	

2. Does the company currently have professional indemnity cover?  Yes  No  
If 'yes', please state:

Insurer	
Limit of liability	
Expiry date	
Retroactive date (if applicable)	
Deductible	

3. Does the company currently have public products liability insurance cover? If 'yes', please state:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurer	
Limit of liability	
Expiry date	
Retroactive date (if applicable)	
Deductible	
4. Has the company or any partner, principal or director ever been refused this type or similar insurance, or had any such insurance cancelled, an application or renewal declined, or had special terms imposed? If 'yes', please provide further details:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 9 Indemnity limit			
1. Professional indemnity:	2. Public and products liability:		
Indemnity limit required   SGD _____	Indemnity limit required   SGD _____		
Deductible   SGD _____	Deductible   SGD _____		

Section 10 Declaration
<p>I/We, the undersigned, desire to effect the insurance specified herein and declare that I/We:</p> <ul style="list-style-type: none"> <li>have read and understood the Important Notice.</li> <li>agree that MSIG Insurance (Singapore) Pte. Ltd. reserves its right to reject this application and cover will only be effective when accepted and confirmed in writing.</li> <li>warrant that the information and any documents given and answers to questions herein are true and correct to the best of my/our knowledge.</li> <li>have not withheld, misstated or omitted facts likely to influence the assessment of this application.</li> <li>undertake to inform MSIG Insurance (Singapore) Pte. Ltd. of any material changes to those facts before completion of the contract of insurance.</li> <li>agree that this application, declaration and any other information provided or documents supplied shall form the basis of the contract of insurance.</li> <li>agree and acknowledge that the contract of insurance will be subject to the terms, limitations, exclusions, conditions, clauses and warranties contained in the policy and/or as modified or extended by any endorsements thereon.</li> </ul> <p><b>Privacy Policy</b>          MSIG is committed to protecting your privacy. We collect, use and disclose the personal particulars you provide to us in accordance with the Personal Data Protection Act 2012 and MSIG's Privacy Policy, for the provision of all services related to, and protection under the insurance policy purchased from us, including for proper servicing, underwriting and claims administration. MSIG may disclose the personal particulars to its business partners and third party service providers for these purposes. Where there are more than one individual insured persons, I/we confirm they have consented to MSIG's collection, use and disclosure of their personal particulars. Please refer to the full MSIG's Privacy &amp; Cookies Policy at <a href="http://www.msig.com.sg">www.msig.com.sg</a> for more information.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____</p> <p>Authorised signature (with company stamp)</p>    <p>_____</p> <p>Name &amp; Position</p> </div> <div style="width: 35%; text-align: right;"> <p>_____</p> <p>Date</p> </div> </div>