



PROPOSAL FORM IT PROFESSIONAL INDEMNITY INSURANCE

Brunel Professional Risks Ltd

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Registered in England under
Company Number: 5426773
Authorised and Regulated by the
Financial Conduct Authority.
Registration: 466937

This proposal must be completed and signed by a Principal, Partner or Director of the Proposer. The person completing and signing the form should be authorised by the Proposer to do so and should make all necessary enquiries of his fellow Partners, Directors and Employees to enable all the questions to be answered.

All questions must be answered to enable a quotation to be given.

Completing and signing this proposal does not bind the Proposer or Underwriter to enter a contract of insurance.

If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number).

Please complete this Proposal form in BLOCK CAPITALS to avoid problems when transmitting by fax.

Put a cross for the YES/NO questions to indicate your response.

1. Please provide the following details (including trading names) of the Proposer/s:

Name		Date Commenced	
Tel:		Fax	
www:		Email:	

2. This insurance can be extended to include associated, subsidiary and predecessor businesses, or the previous business activities of any Principal, provided that they are listed below or on a separate sheet and all the information you give in this proposal form relates to all the companies named:

Name	Location (City / Town)	Nature of Operation of Business

3.

Name in full of all Principals	Qualifications	Date Qualified	How long as a Principal with Proposers

4. Please state total numbers of:

Principals		Managers		Technical Personnel	
Support Personnel		Sales and Marketing		Other	

5. Do you use independent sub-contractors?

YES NO

If YES, please state:

a) What percentage of your current financial year's turnover will be paid to subcontractors?

%

b) For which work are they used and how do you select and manage them?

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c) Do you ensure they have their own PI insurance?

YES NO

6. Please state

a) Turnover including fee income:	Past Year Ending / /	Estimate for whole Current Year / /	Estimate for Coming Year / /
Total Turnover including Fee Income	£	£	£

b) Estimate percentage split of your turnover including fee income for:

Work carried out for UK clients	%	%	%
Work carried out for US / Canadian clients not subject to US / Canadian Law	%	%	%
Work carried out for US / Canadian clients subject to US / Canadian law	%	%	%
Work carried out for clients anywhere else in the world	%	%	%
Operating profit	£	£	£

c) Split of turnover including fees in the past year or if a new firm your anticipated figures:

Hardware	
Sales of own brand	£
Distribution of other brands	£
Installation	£
Maintenance	£
Software product sales	
Shrink wrapped / Off the shelf software	£
Customisable software	£
Software services	
Installation including configuration (no code changes)	£
Customisation (including code changes)	£
Developing bespoke applications	£
Maintenance	£
Services	
Consultancy	£
Contract staff	£
Facilities management	£
Training	£
Millennium work	£
Internet services (excluding web hosting)	£
Web hosting (please provide contract terms and conditions)	£
Other work (details please)	£
TOTAL TURNOVER INCLUDING FEE INCOME*	£ 0.00

*Please note this figure should be as per answer to Question 6(a) for the past year ending.

d) Please give details of what you regard as your speciality within this industry, including your main areas of expertise and the essential purpose of proprietary software licensed and supplied. If you are a new firm, please provide details of your anticipated specialisation:

7. Please give details of the five largest contracts commenced in the past three years:

Start Date / End Date	Name of client / Business of Client	Nature of contract	Total Value	Income to you
1			£	£
2			£	£
3			£	£
4			£	£
5			£	£

8. Do you ever accept contracts with your customers in which you accept liability for consequential loss or financial damages, greater than the value of the contract? YES NO

If YES, please provide full details:

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

	YES	NO
Loss of life or injury to a person	<input type="checkbox"/>	<input type="checkbox"/>
Destruction or damage to physical property	<input type="checkbox"/>	<input type="checkbox"/>
Immediate and large financial loss	<input type="checkbox"/>	<input type="checkbox"/>
Significant cumulative financial loss	<input type="checkbox"/>	<input type="checkbox"/>
Insignificant financial loss (more of a nuisance)	<input type="checkbox"/>	<input type="checkbox"/>

If YES to any of question 9, please explain why:

10. Do you carry out work only under a standard contract signed by every client? YES NO

If YES, please supply a copy of your standard form of contract, or otherwise a typical example of contracts used.

If NO, are all contracts vetted by a legally qualified person before being agreed? YES NO

11.

a)

Name of current insurers	
Name of your broker	
Renewal date	
Limit of indemnity	£
Premium	£
Excess	£

b) For what Limit/s of Indemnity are quotations required?

c) There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? If so, for what level of excess?

12.

a) Has any claim been brought against you arising from the performance of your business activities for a client or has anyone threatened to bring such a claim? YES NO

If **YES**, please provide full details:

a) Are you aware of any shortcoming in your work for a client which is likely to lead to a claim against you? This includes i) a shortcoming known to you, but not your client, which you cannot reasonably put right; ii) a complaint from your client about your work or anything you have supplied which cannot be immediately resolved; iii) an escalating level of complaint from your client on a particular project; iv) a client withholding payment due to you after any complaint: YES NO

If **YES**, please provide full details:

c)

(i) Have you suffered any loss from the dishonesty or malice of any partner, director, employee or self-employed freelancer? YES NO

(ii) Do you currently have any grounds, after reasonable enquiry, for suspecting that such a person has acted dishonestly or maliciously? **YES** **NO**

If **YES**, please provide full details:

PLEASE READ THESE PARAGRAPHS CAREFULLY BEFORE SIGNING THE DECLARATION:

It is essential that every Proposer or Assured when seeking a quotation to take out or renew any insurance makes a fair presentation of their risk to the prospective insurer.

DUTY TO MAKE A FAIR PRESENTATION

You have a duty to make a fair presentation of the risk to be insured to the insurer. This requires the disclosure of any information which would influence the judgement of a prudent insurer in deciding whether to accept your insurance, impose special terms, or charge an increased premium.

A proposal or any other document relating to the contract of insurance, must be answered fully and accurately. All representations must be substantially correct if relating to matters of fact, or made in good faith if they are matters of expectation or belief. Please do consider the questions regarding "any other information" very carefully in the light of the duty of fair presentation. The provision and documentation of this information is your responsibility.

Please be aware that a failure to make a fair presentation of your risk may affect the payment of your claims, cause additional charges to be made by the insurer, or even invalidate the policy.

You are required to disclose what should "reasonably have been revealed by a reasonable search of information available to you". Please note that this includes what is in the knowledge of all senior management within your organisation (senior officers not just directors), and what is known to other organisations.

Information must be disclosed in a way which is reasonably clear and accessible to a prudent insurer.

This duty arises not only at inception of the policy but also at renewal or in the event of any material change in your risk during the period of insurance.

If you have any doubt as to what constitutes a relevant fact or circumstance please do not hesitate to ask for advice.

DECLARATION

I/we declare any Partner or Director in any organisation, business partnership, or company which they have had an interest whether personal or business:

- Have never been charged, pending trial, or convicted of a criminal offence other than a motoring offence or any other offence that is spent under the rehabilitation of Offenders Act 1974
- Have never been declared bankrupt, insolvent, subject of an individual voluntary arrangement with creditors or in voluntary liquidation, a winding up administration order or administrative receivership, proceedings in the last 10 years
- Have never been the subject of a County Court Judgement and/or ever been cited in any unsatisfied court judgements in the last 10 years
- Have never been subject to a recovery action by HM Revenue & Customs
- Have never had insurance declined, renewal refused, cover cancelled or special conditions imposed by an Insurer'
- Confirms that the attached schedule accurately reflects the risks that cover is required for.

I/we declare that, after full enquiry, the contents of this proposal are true and that I/we have not misstated, omitted or suppressed any material circumstance or information. I/we agree that this proposal together with any other information supplied by me/us shall form our fair presentation of the risk to be insured. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the completion of the contract of insurance, I/we undertake to inform Underwriters.

I/we hereby consent to any information I/we have provided being processed by you for the purposes of providing insurance and claims handling, which may necessitate sharing such information with third parties. Brunel Professional Risks Limited may use this information for marketing (by post, telephone, e-mail or fax) subject to the conditions of the Data Protection Act. If you do not wish these details to be used for marketing please inform Brunel Professional Risks Limited in writing. Under the Data Protection Act 1998 you have the right to access or amend the information we hold about you. If you would like to exercise either of these rights please contact Brunel Professional Risks Limited.

Date:/...../.....

Signature of Principal

Position within the company