

## IMPORTANT FACTS RELATING TO THIS PROPOSAL

You should read the following advice before proceeding to complete this proposal

**1. Statement pursuant to the Insurance Act (Cap 142) or any amendments thereof: You are to disclose in this application, fully and faithfully, all the facts which you know or ought to know, otherwise the policy issued may be void.**

**2.** No insurance is in force until this application is accepted by us in accordance with policy terms, conditions and exclusions.

**3.** If your proposal is accepted, it is a condition precedent to our liability under the policy that the premium must be paid to and received by us within 60 days from the inception of the insurance, failing which the policy shall be deemed to be automatically terminated and a pro-rata premium will be charged for the period that we are on risk.

### **4. Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty to disclose to the insurer every matter that you know, or could reasonably 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 ordinary 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, refuse to pay the 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.

### **5. This Professional Indemnity Insurance Policy is issued on a claims made and notified basis**

This means that the policy responds to claims first made against you during the policy period and notified to the insurer during that policy period.

The policy does not respond to any claim arising out of facts or circumstances of which you were aware at any time prior to the policy period which would have put a reasonable person in your position on notice that a claim may be made against you. (Some cover may be available under the Continuous Cover extension for innocent non-disclosure of facts and circumstances – but only if you are continuously insured under an educators' liability policy issued by Allied World Assurance Company, Ltd from the time when you first become aware of such facts or circumstances to the time when you notify a claim arising from those facts and circumstances to Allied World Assurance Company, Ltd).

The policy does not respond to any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where a retroactive date is specified in the policy terms which are offered to you.

Once the policy period has expired, no notification of claims or facts or circumstances can be made on the policy even though:

- (a) the event giving rise to the claim against you may have occurred during the policy period
- (b) you may have first become aware of the facts or circumstances giving rise to the claim during the policy period.

### **6. Completing Your Proposal**

When completing your proposal you are obliged to report and provide full details of all facts or circumstances which have become known to you and which would put a reasonable person in your position on notice that a claim may be made against you.

#### **This is important so as to ensure:**

- (a) if you are currently insured with Allied World Assurance Company, Ltd, and you notify such facts or circumstances prior to the expiry of the policy, that you are covered under your current policy in respect of any claim arising out of those facts or circumstances; and
- (b) that you make proper disclosure (refer 'Duty of Disclosure' pursuant to the Insurance Contracts Act) in order that your entitlement to full indemnity under your new policy is not placed in jeopardy.

#### **Note:**

- Please answer ALL questions and tick boxes whenever appropriate. If there is insufficient space, please provide details on separate sheet and attach to this proposal form.

**GENERAL DETAILS**

1. Full Name of Business / Practice (hereinafter referred to as 'The Proposer')

2. Address(es) of All Office(s)

3. Date of Establishment of the Practice (DD/MM/YYYY)

4. Has the Proposal's name been changed, has other business been purchased or any merger or consolidation taken place ?

Yes ☐

No ☐

If 'Yes', please provide details:

**MANGAGEMENT AND PERSONNEL DETAILS**

5. Please state the number of staff in each of the following categories:

	Categories	No.		Categories	No.
(a)	Partners / Principals / Directors		(e)	Trainee / Internship Staff	
(b)	Qualified Staff		(f)	Clerical / Support Staff	
(c)	Technical Staff		(g)	Other (please specify: _____)	
(d)	Non-technical Staff			Total	

6. Please provide the details of Partners, Principals and Directors:

Name of all Partners, Principals and Teaching Staff	Age	Qualifications	Date Qualified	Number of Years Practicing as Principal or Teacher	
				This Practice	Previous Practice

**PRACTICE DETAILS**

7. Please describe the nature of business / professional services that The Proposer provides, including full details or the activities taken and any intended change in these:

8. Please state the approximate percentage of gross fees for the last financial year (if the practice is newly established, state estimated percentage for the forth coming year) in respect of:

Type of Work	%	Type of Work	%
Data Processing & Entry		Content Provider for Web Page / Forum	
Custom Software Development		Commercial Online Services	
Packaged Software Development		Forum / Content Channel	
Consulting on Hardware / Software System Design / Purchase		Electronic BBS	
Systems Installation		FTP Site	
Systems Maintenance		Forum Manager	
Computer Related Training		Game Developer	

Web Page Development		Others (please specify: _____)	
Hosting Web Pages		Total	100%

9. Please state the date of your financial year end (DD/MM/YYYY)

10. Please state the approximate percentage of gross fees for the last financial year (if the practice is newly established, state estimated percentage for the forth coming year) in respect of the follow uses:

Type of Work	%	Type of Work	%
Aerospace		Government (Non-military)	
Communication / Transportation		Healthcare / Medical Services	
Construction / Mining / Agriculture		Home Use	
Education		Manufacturing / Industrial	
Financial Institution		Trading / Retail Wholesale	
Government (Military)		Others (please specify: _____)	
		Total	100%

11. Please state the gross annual fee income in terms of the following:

	Previous Financial Years	Last Financial Year	Current Financial Year (Estimate)
(a) Singapore	SGD	SGD	SGD
(b) North America (USA / Canada)	SGD	SGD	SGD
(c) Other (please specify: _____)	SGD	SGD	SGD
Total	SGD	SGD	SGD

12. Please list the five target contracts undertaken in the past three years:

	Brief Description of Contracts	Fees
(a)		
(b)		
(c)		
(d)		
(e)		
	Total	

13. Does any contract or client represent over 50% of your annual fee income ?

Yes ☐ No ☐

If 'Yes', please provide details:

14. Does The Proposer and / or its Partners / Principals / Directors belong to any professional associations ?

Yes ☐ No ☐

If 'Yes', please provide details:

15. Is the Proposer:

(a) working with other firms in joint ventures ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(b) connected with other firms financially or in any other way ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If 'Yes' in either case, please provide details:

16. Does the Proposer have a policy for removing any controversial materials (e.g. libelous, slanderous, etc.) from the Online Services provided ?

Yes ☐ No ☐

If 'Yes', please provide details:		
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17. Does The Proposer have a policy for removing any infringing materials (e.g. copyright, trademark, etc.) from the Online Services provided ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If 'Yes', please provide details:		
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18. Are firewalls used to prevent unauthorized access connections from internal networks and computer systems to external networks ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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19. Are backup and recovery procedures documented for all mission critical systems ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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20. Does The Proposer have an acceptable use policy regarding email and Internet use ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Please provide details in either case:		
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### CLAIMS DETAILS

21. Has any claims ever been made against The Proposer ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If 'Yes', please provide details separately of the circumstances of each incident including any amount paid and the estimated potential cost of the incident:		
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22. Is The Proposer, after enquiry, aware of any circumstances which might give rise to a claim against the Proposer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If 'Yes', please provide details:		
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### INSURANCE DETAILS

23. Does The Proposer hold any Professional Indemnity and / or Public Liability Insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If 'Yes', please provide details:				
Type of Insurance	Period of Insurance	Limit of Indemnity	Amount of Excess	Insurer

24. Has any insurance company in respect of the risks to which this proposal relates ever:		
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(a) declined a proposal, refused renewal or terminated an insurance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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(b) required an increased premium or imposed special condition?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If 'Yes' in either case, please provide details:		
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25. Application of Insurance Cover	
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(a) Limit of Indemnity Required	SGD
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(b) Amount of Deductible / Excess	SGD
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**DECLARATION**

I / We warrant that the above statements made by me / us or my / our behalf are true and complete and I / We agree that this proposal together with any other information supplied shall be the basis of and are considered as incorporated within the policy between me / us and the Company. I / We agree to accept a policy in the Company's usual form for this class of insurance.

SIGNATURE	DATE (DD/MM/YYYY)
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ON BEHALF OF (INSERT NAME OF THE COMPANY)