



www.artisanuw.co.nz



#### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about

#### If you do not tell us anything

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

#### **Retroactive date**

The proposed insurance may be limited by a Retroactive Date. If so, the policy will not cover any claims or circumstances arising from any events, services, activities, errors or omissions or conduct prior to the Retroactive Date.

### **Subrogation**

Where you have prejudiced Artisan Underwriting Pty Ltd (including its Insurers or underwriters) rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

### **Privacy Notice**

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information responsibly. We comply with the Privacy Act 2020 (or as superseded or as amended from time to time), including the Information Privacy Principles (IPPs) set out in the Act. We have developed a Privacy Policy that outlines how we collect, store, use, and disclose your personal information. Please refer to our website below for a copy of our Privacy Policy.



Total all staff

1. Insured Entities			Date Incorporated			NZBN		
2. Telephone number			Email addresse	s				
3. Websites								
4. Addresses					Post	Code		
5. Name of Principal/ Directors	Age	Qualific	cations		Start o	date with I	nsured	
						/	/	
Number of Directors, Principal, Partners & Staff	Full t	time		Pa	art Time			
Directors, partners, principals								
Qualified/Technical staff								
Administration/Other staff								



## Part B – Activities, Income & Contracts

6.Please provide gross Fees/Turnover, including gross fees paid to sub-contractors.

relates to such work

Location	Previous 12 months	Last 12 months	Next 12 months
New Zealand	\$	\$	\$
Excluding USA/Canada)	\$	\$	\$
Including USA/Canada)	\$	\$	\$
Total	\$	\$	\$

New Zealand	<b>D</b>	Ф		Ф
Excluding USA/Canada)	\$	\$		\$
Including USA/Canada)	\$	\$		\$
Total	\$	\$		\$
7.Please provide us (i) the 3 largest Projects	/Contracts in the last 5 years	(including current	).	
Client name	Start Date		Completio	n Date
(ii) Project/Contract Spe	ecifics of the aforementioned			
Project /Contract Type	Project/Contract	: Value	Scope of S	Services Provided
8.Does the Insured undertake	(either themselves or on thei	r behalf) any:		
	ruction, erection or installatio		alawad : 40	
No  Yes  If Yes	s, what percentage of the tot	aı tees/turnover de	clared in 12	
relates to suc	h work		%	
(b) supply of materials, pl	lant, goods, products or equi	pment?		
No Yes If Yes, what percentage of the total fees/turnover declared in 12				

%

(a) Please confirm the percentage of fee	s/turnover p	aid to subcontractors in the last 12 months?	
		%	
(b) Provide full details of the Professiona	l Services S	ubcontracted.	
(c) Confirm that all subcontractors carry	Professiona	al Indemnity insurance? No	Yes
lease state the percentage of gross reven	ue (fee / tur	nover) for each of the activities set out below:	
Business Discipline	%	Business Discipline	%
Bespoke software (1st party developed)		Project management	
Data processing		Sale and supply of 3rd party hardware	
Education & training		Sale of customisable software (3rd party developed, 1st party customised)	
acilities management / outsourcing		Sale of packaged software (3rd party developed)	
General IT advice / consulting		Software maintenance	
Hardware design / manufacture / nstallation		Systems integration	
nternet service provider		Web design	
Other (please specify below)			
lease indicate the end user applications fo	or vour corvi	200	
End User	%	End User	%
Administrative		Imaging	
Accounting / Financial (Non Fund Transfer)		Inventory Control	
Architectural / Engineering		LAN / Network Management	
Communications: Utilities / Info Services		Medical Management	
Database Management Systems		Manufacturing Process Control Systems	
Educational		Scientific / Mathematical	
Fund Transfer		Security (firewalls etc.)	

ndustry	%	Industry	%
Aerospace		Government (non-military)	
Communications / Transportation		Health Care / Medical Services	
Construction / Mining / Agriculture		Home Use	
Education		Manufacturing / Industrial	
Financial Institutions		Trade: Retail / Wholesale	
Government (military)		Other (please specify below)	
Does the Insured anticipate any changes  No  Yes  If Yes, please prov		Activities in the next 12 months?	
Has the Insured performed any other pro	vide details: ofessional serv	Activities in the next 12 months?	above and fo
No Yes If Yes, please prov	vide details: ofessional serv		above and fo
No Yes If Yes, please proved as the Insured performed any other proches cover may be required?  No Yes If Yes, please proved	ofessional serv		

16. Has the Insured or any of its subsidiaries undertaken any merger  No Yes If Yes, please provide details:	s or acquisitions in the last five years?

17.Has the Insured or any of its subsidiaries been involved in any joint ventures in the last five years?									
No Yes If Yes, please provide details:									
	over for any previous busine	ss including the pre	evious business of any principal or						
director?									
No Yes If Yes, please provide details:									
Name of Principal or Direct	tor Name of Previo	ous Business	Professional Services/ Activities						
Noto: Provious Pusinoss	is an Optional Extension and	d is not sutemetics	lly acycred						
Note. Flevious Dusilless	is all Optional Extension and	a is not automatica	my covered						
19 Does the Insured hold any I	icense or accreditation whic	sh is required in ord	ler to provide professional services or						
activities for which cover is rec		n is required in ord	ici to provide professional sel vides di						
		e or accreditation h	nas been in force at all relevant times?						
Yes No If Ye	s, please provide details:								
20.Does the Insured have any	representation outside of N	ew Zealand?							
	s, please confirm Country, R		f Staff and Offices						
No L Yes L If Ye	s, please commit Country, N	tevenue, Number o	i Stan and Offices						
Country	Country Fees/Turnover Number of staff Number of offices								
	\$								
	\$								
	\$								
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The state of the s									



# Part C - IT Risk Management

#### 21.Does the Insured:

· ·	
a) Change orders integrated into the final contracts?	Yes No
b) Have legal review of all products, content and material?	Yes No
c) Issue proposals without complete request for tenders?	Yes No
d) Have a dispute / arbitration resolution process?	Yes No
e) Project/Contract Due Diligence/Peer Review process?	Yes No
f) Use of non-standard or customised contracts?	Yes No
(ii) negotiate, accept or agree	
a) Liability for consequential damage?	Yes No No
b) Limitation of liability for consequential damages clause in contracts?	Yes No
c) Waiver or Subrogation of rights of recovery against any other party?	Yes No
d) Indemnity to other parties?	Yes No
If the Insured accepts consequential loss, waiver of subrogation or provides any hold harmle third parties, please provide further details here.	ss or indemnity to
If "No", please advise below in what circumstances are non-standard contracts used without review (use a separate sheet of your letter head paper if insufficient room below).	external legal counsel

2.Does the Insured have quality control procedures include the following:				
a) Alpha testing		Yes No No		
b) Beta testing		Yes No No		
c) Formal customer acceptance procedures		Yes No No		
d) Prototype development		Yes No No		
e) Statistical process control		Yes No No		
f) Vendor certification process		Yes No No		
g) Total quality management		Yes No		
h) Written and formalised quality control program		Yes No		
i) Insurance verification process ensuring proof of insurances for Sub Vendors, including provisions of Cyber Insurance	o-Contractors and	Yes No		
3.Does the Insured carry an active and current Professional Indemn	nity Insurance Policy?			
3.Does the Insured carry an active and current Professional Indemn No Yes If Yes, please provide details:	nity Insurance Policy?			
	nity Insurance Policy?  Premium			
No Yes If Yes, please provide details:				
No Yes If Yes, please provide details:	Premium			
No Yes If Yes, please provide details:  Name of Insurer	Premium \$			
No Yes If Yes, please provide details:  Name of Insurer  Limit of indemnity	Premium \$ Excess	pecified		
No Yes If Yes, please provide details:  Name of Insurer  Limit of indemnity  \$	Premium \$ Excess \$	pecified /		
No Yes If Yes, please provide details:  Name of Insurer  Limit of indemnity  \$	Premium  \$ Excess \$ Retroactive Date Sp	/		
No Yes If Yes, please provide details:  Name of Insurer  Limit of indemnity  \$  Expiry Date  /  Part E - Claims  4.ls the Insured aware of any circumstance or incident which may gartners/principals/directors or employees?	Premium  \$ Excess \$ Retroactive Date Sp	/		

predecessors in business or i	there any pending claims aga its current or former partners/ ies or services for which this p	principals/directors or emplo				
No Yes If Y	es, please provide details:					
Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss insured	Estimated outstanding loss			
/ /		\$	\$			
1 1		\$	\$			
No Yes If Y  27. Has the Insured or any par penalised, or been the subject	yees under any statute, legisla 'es, please provide details: rtner/directors or employees e ct of an inquiry investigating of 'es, please provide details:	ever been subject to any disci	plinary action, been fined or			
28.Has the Insured (including its subsidiaries, previous businesses or predecessors in business or its current or former partners/principals/directors) ever had any Insurer decline a proposal, imposed any special terms, cancelled or refused to renew a Professional Indemnity Insurance policy?  No Yes If Yes, please provide details:						
Part F - Do	eclaration					

Please Note: Signing the Declaration does not bind either the proposed Insured or the Insurer to execute this or any insurance whatsoever.

By signing this Declaration, the Insured declares that all necessary inquiries into the accuracy of the responses given in this proposal have been made and the Insured confirms that the statements and particulars given in this proposal are true, accurate and complete and that no material facts have been omitted, misstated or suppressed. The Insured agrees that if any of the information changes between the date of this proposal and the inception date of the insurance to which this proposal relates, the Insured will give immediate notice thereof to the Artisan Underwriting Pty Ltd (Artisan).

The Insured acknowledges receipt of the Important Notice, Privacy Notice and Duty of Disclosure information contained in this proposal and confirms they have read and understood the content of them. The Insured consents to Artisan Underwriting Pty Ltd collecting, using and disclosing personal information as set out in Artisan's Privacy Notice in this proposal and the policy.

If the Insured has provided or will provide information to Artisan about any other individuals, the Insured confirms that they are authorised to disclose the other individual's personal information to Artisan and give the above consent on their behalf.

The signatory below confirms that they are authorised by the Insured (and its subsidiaries, previous businesses, partners/principals/directors if applicable) to complete this proposal form and to accept quotation terms for this insurance on behalf of the Insureds (and its subsidiaries, previous businesses, partners/principals/directors) behalf.

Signed		
Name of Partner(s) or Director (s)		
On behalf of		
Date	/	/



