

Information Technology Consultants

Important notice:

1. This is a proposal for a contract of insurance, in which 'Proposer' or 'you/your' means the individual, company, partnership, trust, charity, establishment or association proposing for cover.
2. This proposal must be completed in ink, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or Underwriters to enter into any contract of insurance. If space is insufficient to answer any question fully, please attach a signed continuation sheet. You should retain a copy of the completed proposal (and of any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully to the best of your knowledge and belief. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence Underwriters' assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should consult your broker.
4. You are recommended to request a specimen copy of the proposed policy or certificate from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover. The proposed insurance covers only those losses which arise from certain events discovered or claims made against the assured during the period of insurance, as specified in the policy or certificate.

1 Name of Business or Practice

Address of Registered or principal office

		Post Code
Tel No:		Fax No:
E-mail address:		Web site address:

2 Has the Business or Practice been established for at least three years and are at least 50% of all directors, partners, principals and consultants suitably qualified or have at least three years relevant experience?

YES NO

If NO please answer the following questions

2.1 *Date when the Business or Practice was first established*

2.2 *Provide the following information in respect of those directors, partners, principals and consultants who are not suitably qualified or who have less than three years relevant experience*

Name

Qualifications

Year obtained

Period of relevant experience

How long position held with this Business or Practice

2.3 *What is the total number of*

Directors, partners and principals

Consultants

Qualified staff

Unqualified staff

3 What is your estimated gross turnover/fees for your current financial year?

 £

4 Select which of the following activities apply to your business and provide a **percentage breakdown** of your gross turnover/fees against each category for your last complete financial year emanating from each geographical areas

TYPE OF WORK

UK/EU USA ELSEWHERE

(i) HARDWARE

- (a) Turnover where you specify, design and build bespoke hardware/ hardware systems (including associated maintenance) - (i.e. design & build)
- (b) Turnover (fees) where you specify/design, but do not build bespoke hardware/hardware systems - (i.e. design only)
- (c) Turnover where you build bespoke hardware/ hardware systems to specifications supplied by others (including associated maintenance) but where you do not undertake any design or specification - (i.e. build only)
- (d) Turnover derived from hardware maintenance work not included in the above
- (e) Turnover derived from the supply/distribution of proprietary hardware (including modification to client's specification)

(ii) SOFTWARE

- (a) Turnover (fees) derived from design/support of bespoke (own) software
 - (i) Financial (other than accountancy/stocktaking packages)
 - (ii) Engineering/process engineering (please provide details)
 - (iii) Other (please provide details)
- (b) Turnover (fees) derived from customisation/modification of proprietary software (including support)
 - (i) Financial (other than accountancy/stocktaking packages)
 - (ii) Engineering/process engineering (please provide details)
 - (iii) Other (please provide details)
- (c) Turnover (fees) derived from sale of proprietary software

(iii) INTERNET

(please also answer question 4.1 if any turnover is derived from the following activities)

(a) Turnover (fees) derived from your activities as an Internet Service Provider (ISP)

(i) e-mail services

(ii) Hosting, operation or maintenance of web sites or intranets
(please answer question 4.2)

(iii) Hosting, operation or maintenance of chat rooms, bulletin boards, user nets or electronic open forum
(please answer question 4.3)

(b) Turnover (fees) derived from web design/web publishing

(c) Turnover (fees) derived from other internet services (including Application Service Provider (ASP) services)
(please answer question 4.4)

(iv) OTHER SERVICES

(a) Turnover (fees) derived from data processing

(b) Turnover (fees) derived from training/training consultancy

(v) Turnover (fees) derived from ALL OTHER WORK *(please answer question 4.5)*

TOTAL

100%		

NB. You are only insured for those activities declared

Only answer the following questions if asked to do so above

(answer the following if you have declared any turnover under item (iii) above - INTERNET)

4.1 Can you confirm that you always use standard 'terms and conditions' which incorporate the following

(i) total consequential loss and force majeure exclusion

(ii) *(where you design, host, operate or maintain web sites or intranets)*

(a) *a condition which makes your client/customer responsible for ensuring that they have all the necessary intellectual property rights on a worldwide basis in respect of the content of such web sites or intranets AND which requires them to indemnify you for any liability you incur in respect of any breach of such rights*

- (b) *a condition which makes your client/customer responsible for the content for any web site or intranet designed, hosted, operated or maintained by you, other than in respect of your own negligent acts or omissions, AND which requires them to indemnify you for any such liability incurred*
- (iii) *protocols which prohibit, inter alia*
 - (a) *(if You provide e-mail services) illegal, abusive or offensive e-mails and/or the sending of unsolicited bulk e-mails ('Spam')*
 - (b) *(if you design, host, operate or maintain web sites or intranets) illegal, abusive or offensive content on their web sites or anything contained therein which promotes or incites illegal activities in any jurisdiction*
 - (c) *(if You host, operate or maintain chat rooms, bulletin boards, user nets or electronic open forum debates) illegal, abusive or offensive content or statements*
- (iv) *a condition which allows you to terminate the services provided by you if your client/customer breaches the protocols stated in (iii) above*

YES) NO)

If NO please explain why not and supply a copy of your standard 'terms and conditions'

(answer the following if you have declared any turnover under item (iii)(a)(ii) above - hosting, operation or maintenance of web sites or intranets

4.2 *Can You confirm the following 'good practice'? You ensure that*

- (i) *your client incorporates suitable disclaimers of liability together with a statement of intended jurisdiction*
- (ii) *You have procedures in force to immediately withdraw any material*
- (iii) *You have implemented, maintain and update procedures and/or programs designed to prevent or protect against the unauthorised use or modification of or access to your clients/customers web site and/or their computer or computer network*
- (iv) *You regularly make back-up copies of all your client's/customer's data, files or programmes in respect of their web site*

YES) NO)

If NO please provide full details

(answer the following if you have declared any turnover under item (iii)(a)(iii) above - hosting, operation or maintenance of chat rooms, bulletin boards, user nets or electronic open forums)

4.3 Please answer the following questions

4.3.1 please provide details of **all** chat rooms, bulletin boards, user nets and electronic forum debates etc hosted or operated by You

4.3.2 please provide full details of your risk management procedures including your procedures and protocols for the monitoring and/or withdrawing of any material, disclaimers of liability and the receipt and handling of complaints

(answer the following if you have declared any turnover under item (iii)(c) above - other internet services)

4.4 Please provide full details of all other internet (including any ASP) services provided

(answer the following if you have declared any turnover under item (v) above - All Other Work)

4.5 Please provide full details of **all** other work for which insurance is required

5 Provide the following details in respect of your five largest contracts commenced during the last five years:

Start Date	Description	Total Contract Value	Business or Practice's Contract Value	Completion date
		£	£	
		£	£	
		£	£	
		£	£	
		£	£	

6 Can you confirm that

- (i) you do not anticipate any major changes in these activities in the forthcoming twelve months?
- (ii) there have not been any fundamental changes in your activities over the last five years?
- (iii) you do not anticipate any major changes in the proportion of total income emanating from the three geographical areas?
- (iv) your total fee income from each of the last three financial years and your estimated fee income from the current financial year does not vary from one successive year to another by more than $\pm 25\%$?
- (v) no contract or client represent more than 50% of your work in any of your last three financial years or your current financial year?
- (vi) whilst you may operate anywhere in the world all work undertaken by you is subject to the jurisdiction of a court of law within the European Union?
- (vii) you always use standard 'terms and conditions' which incorporate a total consequential loss and force majeure exclusion?

YES NO

7 Can you confirm the following 'good practice'?

- (i) satisfactory written references are always obtained from former employers for the three years immediately preceding the engagement of any employee responsible for money, accounts or goods
- (ii) all cheques drawn for more than £25,000 require two signatories
- (iii) cash in hand and petty cash are checked independently of the employees responsible at least monthly and additionally, without warning, at least every six months
- (iv) bank statements, receipts, counterfoils and supporting documents are checked at least monthly against the cash book entries independently of the employees making cash book entries or paying into the bank
- (v) employees receiving cash and cheques in the course of their duties are required to pay in daily

(vi) employees are required to account for money received at least weekly

YES NO

If NO please provide details of your system

8 Is cover required for Partners Previous Business?

(This extension of cover is **not** available where the Previous Business was a Limited Liability Company)

YES NO

If YES please provide the following information for each Partner/Principal for whom such cover is required for each Previous Business

8.1 *Name of Partner/Principal*

8.2 *Name of the Previous Business*

8.3 *Dates during which he or she was a Partner/Principal*

8.4 *Nature of work undertaken by Previous Business*

8.5 *Reasons for leaving*

8.6 *Was there a dissolution agreement?*

YES NO

If YES please provide a copy of the agreement

8.7 Were there any claims made against the Previous Business or were there any circumstances or incidents which may give rise to a claim?

YES NO

If YES please provide details

8.8 Was the Previous Business at any time refused similar insurance or quoted increased premiums or had special terms imposed?

YES NO

If YES please provide details

8.9 Is the Previous Business still in existence?

YES NO

9 Have you previously been insured or are you currently insured for the risks being proposed?

YES NO

If YES please answer the following question

9.1 What is the Retroactive Date of your current policy?

10 Are you able to confirm that

- (i) no claims (successful or otherwise) have been made against you, your predecessors in business, or present or past directors, partners, principals or consultants to which this proposal relates, within the last 5 years?
- (ii) neither you nor any of the past directors, partners, principals or consultants are aware of (after having made full enquiries, including of all staff)
 - (a) any circumstances which may give rise to a claim against you, your predecessors in business or any past or present director, partner, principal or employee, and/or
 - (b) the receipt of any complaints whether oral or in writing, regarding services performed or advice given by you?
- (iii) neither you nor any of your predecessors have, at any time, been refused similar insurance, or quoted increased premiums or had special terms imposed?

YES NO

If NO please answer the following question

10.1 Provide full details, including (if claims have been made against you within the last five years) whether or not such matters have been notified to current or previous insurers

11 What indemnity limit is required?

£500,000 £1,000,000 £2,000,000 £5,000,000 Other (please specify) £

DECLARATION

I hereby declare that I am authorised to complete this proposal on behalf of the Proposer and that, to the best of my knowledge and belief, the statements and particulars in this proposal are true and complete and no material facts have been mis-stated or suppressed. I undertake to inform Underwriters of any material alteration or addition to these statements or particulars which occurs before any contract of insurance based on this proposal is effected and acknowledge that this proposal (together with any other information supplied to Underwriters) shall be the basis of such contract.

*Signed: _____ Name: _____

*Capacity: _____ Date: _____

**the signatory should be a director or senior officer of, or partner in, the Proposer.*

N.B. Please submit a copy of the ~~dissolution~~ agreement if you have answered YES to question 8.6

EASY PAYMENT PLAN

Markel (UK) Limited has negotiated a highly competitive 10 month premium finance plan with a premium finance company, for the exclusive use of its Assureds.

To take advantage of these facilities please tick the box below enabling the finance company to dispatch a pre-prepared agreement directly to you for completion and return. Your Certificate of Insurance shall be endorsed accordingly.

The level of charge, applied to total premium (including IPT where appropriate), will be confirmed on the agreement. Contact your broker or ourselves for a note of current charge.

I WISH TO TAKE ADVANTAGE OF THE 10 MONTH EASY PAYMENT PLAN (TICK AS APPROPRIATE)

NOTICE TO THE PROPOSER

THE UNDERWRITERS

Markel (UK) Limited underwrites business on behalf of Markel Syndicate 3000 at Lloyd's and Markel International Insurance Company Limited.

Prior to any placement being concluded, the Proposer will be advised which insurer is to write this contract of insurance.

THE LAW OF THE INSURANCE CONTRACT

The parties to this proposed insurance are free to choose the law applicable to the insurance contract. Unless you specifically agree otherwise with Underwriters, your proposed contract will be governed by English law.

**MARKEL SYNDICATE
MANAGEMENT LIMITED**

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AT LLOYD'S**

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