



# TechProtect™ Canada Proposal Form

<b>Calgary Office</b> 100, 1400 1 <sup>ST</sup> Street SW, Calgary, Alta T2R 0V8 Tel: (403) 263-4666 Toll Free: 1-888-263-5146 Fax: (403) 237-9976	<b>Montreal Office</b> 300, Rue St. Sacrement, Suite 320 Montreal, Que H2Y1X4 (514)844-2541 Toll Free 1-888-840-2541 Fax (514)843-5926	<b>Simcoe Office</b> 2 Norfolk Street South Simcoe, Ont N3Y 2V9 Tel: (519)428-1688 Toll Free 1-866-401-3858 Fax (519)428-6307	<b>Toronto Office</b> 901 Yonge Street, Suite 106 Toronto, Ont M4W3V8 Tel: (416)925-2793 Toll Free 1-888-745-5502 Fax (416)925-7260
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*(Please print clearly)*

**BROKER INFORMATION**

**Brokerage:** \_\_\_\_\_ **Individual:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**The Professional Indemnity and Employee Benefits Liability parts of the policy to which this proposal form relates provides cover on a claims made basis.**

This means that the Professional Indemnity and Employee Benefits Liability parts of the policy will only respond to claims and/or circumstances which are first made against the Insured and notified to the Insurer during the policy period.

The Professional Indemnity and Employee Benefits Liability parts of the policy will not provide cover for:-

- Events that occurred prior to the retroactive date of the policy (if specified).
- Claims made after the expiry of the policy period even though the act giving rise to the claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form or any previous proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you knew had the potential to give rise to a claim under the policy.

**The Commercial General Liability part of the policy to which this proposal form relates provides cover on a losses occurring basis.**

This means that the Commercial General Liability part of the policy will only respond to accidental injury or damage (see wording for definition of 'injury' or 'damage') which occurs during the policy period.

**DISCLOSURE**

You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.

If you do not understand any part of this document, please contact your Broker BEFORE YOU SIGN IT. You will be bound by the answers, which are given, and by the information provided by you in this proposal form. It is in your interest to make sure that all information is correct and properly understood.

***When in doubt disclose***

**ATTACHMENTS**

Before you return this form, have you included the following (please indicate by ticking the boxes):

- Standard client contract agreement:
- Company brochure/ additional information:
- Claims information (if relevant):

## Section 1: Company Details

1.1 Please state the name and address of the principal Company for whom this insurance is required. Cover is also provided for the subsidiaries of the principal Company, but only if you include the data from all of these subsidiaries in your answers to all of the questions in this form:

Insured Company:	Contact name:
Address:	
Telephone:	Fax:
Email Address:	Website:

1.2 Please state when your company was established \_\_\_\_\_

1.3i) How many directors and/ or partners are there in the Company? \_\_\_\_\_

ii) Please show the details of all Partners/Directors:

Name	Years in position	Years experience	Qualifications

iii) Please state the number of employees:

Marketing/ Sales/ Business Development \_\_\_\_\_ I.T. / technical \_\_\_\_\_ Other \_\_\_\_\_

1.4 Please state your fees received in respect of the following years:

<b>Currency:</b> _____	<b>Last complete financial year</b>	<b>Estimate for current financial year</b>	<b>Estimate for next financial year</b>
<b>Date of financial year end:</b> _____/_____ (dd/mm)			
<b>(a) Domestic turnover:</b>			
<b>(b) USA turnover:</b>			
<b>(c) Other territory turnover:</b>			
<b>TOTAL turnover:</b>			
<b>OPERATING PROFIT/ (LOSS)</b>			

**Section 2: Activities**

2.1 Please provide a full breakdown of your total turnover by activity.  
**(If you have a brochure, or company literature, please attach to this form)**

a) Hardware		%
i. Sales of own brand		%
ii. Distribution of other brands		%
iii. Installation		%
iv. Maintenance		%
b) Software product sales		
i. Sales of own brand shrink wrapped/ off the shelf software		%
ii. Distribution of other brand shrink wrapped/ off the shelf software		%
iii. Customisable software		%
c) Software services		
i. Installation, including configuration (No coding involved)		%
ii. Customisation (including coding changes)		%
iii. Maintenance		%
iv. Systems integration		%
v. End user applications		%
d) Services		
i. Consultancy		%
ii. Contract staff		%
iii. Support services		%
iv. Project management		%
v. Training		%
vi. Data processing		%
vii. Data communication services		%
viii. internet service provision or hosting		%

e) Other. **Please give full details below**

2.2 Are you involved in medical, aviation, financial, or telecommunications software?

Yes / No

2.3 Is the failure of any of your products or services liable to result in any of the following outcomes:

- a) Loss of life or injury to a person? Yes / No
- b) Destruction or damage to physical property? Yes / No
- c) Immediate and large financial loss? Yes / No
- d) Significant cumulative financial loss? Yes / No
- e) Insignificant financial loss (more of a nuisance)? Yes / No

If you have answered YES to any of the above then please explain below, and also describe the worst thing that could happen to your customers' operations if your product / service were to fail:

**Section 2: Activities (continued)**

2.4 Please detail below the countries you export your products to and the amount of turnover these exports relate to (the turnover stated here should relate to products only, not services, consulting or similar):

<b>Territory</b>	<b>Last complete financial year</b>	<b>Estimate for current financial year</b>	<b>Estimate for next financial year</b>

2.5 Please state the following:

a) Your total estimated wagheroll for the next financial year:

b) Your wagheroll relating to non-manual work away from your premises (such as consulting, programming or similar). Please detail the nature of this work below.

c) Your wagheroll relating to manual work away from your premises. Please detail the nature of this work below.

d) Your wagheroll relating to hazardous work away from your premises. Please detail the nature of this work below.

2.6 In the course of an average working day are people, other than your employees, regularly present on your premises?

If yes, please describe the capacity in which these people are present below:

### Section 3: Contract Information

3.1 Please give details of the five largest contracts you have carried out in the past three years

Name of client	Business of client	Nature of your work undertaken for this contract	Total value of project	Income to you for your contract	Start date	Completion date

3.2 Approximately how many customers do you have? \_\_\_\_\_

Yes / No

3.3 Do you carry out work *only* under a written contract signed by every client?

**Please supply a copy of your standard form of contract, or typical examples of contracts used**

3.4 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

3.5 What approximate percentage of your turnover, in your current financial year, will be paid to sub-contractors? \_\_\_\_\_%

3.6 Do you ensure that sub-contractors have their own professional indemnity and commercial general liability insurance?

Yes / No

**Section 4: Claims experience and insurance history**

4.1 Please provide details of your current professional indemnity insurance, if applicable

Retroactive Date	Expiry Date	Limit	Excess	Premium	Insurer

4.2 Please provide details of your current commercial general liability insurance, if applicable

Expiry Date	Limit	Excess	Premium	Insurer

4.3 Regarding the risks to which this proposal relates **after enquiry**:

- a) are you aware of any circumstances which may give rise to a claim against any of the Companies to be insured or any partners or directors thereof, or
- b) have any claims or cease and desist orders been made against any of the Companies to be insured, or partners or directors thereof, or
- c) have any of the Companies to be insured or any partners or directors suffered any losses, or
- d) have any partners or directors of the Companies to be insured been found guilty of any criminal, dishonest or fraudulent activity or been investigated by any regulatory body?
- e) has there ever been an unforeseen outage on your computer system(s) for more than 3 (three) hours?

**Yes / No**

If the answer to the above is 'YES', then please attach full details including an explanation of the background of events, the maximum amount involved/claimed, the status of the claim(s) or circumstance(s) and any reserve(s) or payment(s) made by you and/or by Insurers, and the dates of all developments and payments.

**Section 5: Declaration**

**DECLARATION**

I/We declare and warrant that after enquiry all statements and particulars contained in this Proposal and addenda are true and that no information whatsoever has been withheld which might increase the risk of the Underwriters or influence the acceptance of this Proposal and should the above particulars alter in any way I/We will advise Underwriters as soon as practicable. I/We understand that failure to disclose any material facts that would be likely to influence the acceptance and assessment of the Proposal may result in the Underwriters refusing to provide indemnity or voiding the policy in every respect. I/We hereby agree and accept that this Declaration shall be the basis of the contract between both parties if entered into. I/We have been advised by the broker and consent to any information that may be perceived as personal information for collection, appropriate use, and disclosure of to third parties.

*Protection and Electronic Documents Act (PIPEDA)*

\_\_\_\_\_  
*(Print Name of proposed insured)*

\_\_\_\_\_  
Signature of Insured & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTE:** The signing of this form does not bind the proposer to complete the insurance.