

## INFORMATION TECHNOLOGY AND OUTSOURCING LIABILITY POLICY

### IMPORTANT NOTICE

PLEASE READ THE FOLLOWING ADVICE BEFORE COMPLETING THIS PROPOSAL FORM

Your Information Technology Liability Insurance Policy is issued on a CLAIMS MADE basis.

Please note that this proposal form is being completed by the PROPOSER on behalf of all Insureds (as defined in the policy).

The term **"PROPOSER"** shall mean the Company listed below and all Subsidiaries of the Company for which coverage is proposed under this proposal form.

When completing this Proposal Form

- Please answer all questions giving full and complete answers.
- It is the duty of the PROPOSER to provide all information that is requested in the proposal form as well as to add additional relevant facts.
- A relevant fact is such known fact and/or circumstance that may influence in the evaluation of the risk by the insurer. If you have any doubts about what a relevant fact is, please do not hesitate to contact your broker or insurer.
- If the space provided on the Proposal Form is insufficient, please use a separate signed and dated sheet in order to provide a complete answer to any question.
- The proposal form must be completed, signed and dated by a person, who must be of legal capacity and authorized for the purpose of requesting Cyber Liability & Data Protection Insurance who acts as a PROPOSER.

This proposal form DOES NOT BIND the PROPOSER or the Insurer to complete the insurance but will form part of any insurance policy incepted.

### Your 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 the insurance and, if so, upon 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 matters:

- 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 its business, ought to know; or
- As to which compliance with your duty is waived by their Insurer.

(It should be noted that this duty continues after the proposal form has been completed up until the time the policy is entered into.)

### 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 or may cancel the contract. If your non-disclosure or misrepresentation is fraudulent, the Insurer may also have the option of avoiding the contract in its entirety. It is therefore vital that you make sufficient enquiries BEFORE you complete this proposal form and BEFORE you sign any declaration that there has been no change in the information provided.

### Surrender or Waiver of any Right of Contribution or Indemnity

Where another person or company would be liable to compensate you or hold you harmless for part or all or any loss or damage otherwise covered by the policy, but you have agreed with that person either before or after the inception of the policy that you would not seek to recover any loss or damage from that person, you are NOT covered under the policy for any such loss or damage.

### Contract by the Insured Affecting Rights of Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because you are a party to an agreement which excludes or limits your rights to recover damages from a third party in respect of that loss, you are hereby notified that signing any such agreement may place your indemnity under the proposed contract of insurance at risk.

**Personal Information Collection Statement**

We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

**SECTION 1: DETAILS OF THE PROPOSER**

<input type="checkbox"/> New <input type="checkbox"/> Renewal   Existing Policy Number:			
Name of Entity:			
Head Office Address:			
Block/Lot/Phase No./Floor No./Unit No.	Street	Village/Subdivision/Condo Building	Barangay
City/Municipality		Province/State	
ZIP Code			
Mobile No.:	E-mail Address:	TIN:	
Nature of Business:	Incorporation No.:	Website Address:	
Date of Incorporation: <small>DD/MMM/YYYY</small>	Place of Incorporation:	Date Established: <small>DD/MMM/YYYY</small>	
Address of other Locations:			
Name of authorized representative/transactor/signee:			

**ULTIMATE BENEFICIAL OWNER'S INFORMATION**

Name:			
Last Name	First Name	Middle Name	Suffix
Mailing Address:			
Block/Lot/Phase No./Floor No./Unit No.	Street	Village/Subdivision/Condo Building	Barangay
City/Municipality		Province/State	
ZIP Code			
Mobile No.:	E-mail Address:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Civil Status: <input type="checkbox"/> Single <input type="checkbox"/> Married	Date of Birth: <small>DD/MMM/YYYY</small>	TIN/SSS/GSIS No.:	
Place of Birth:	Citizenship/Nationality:	Source of Funds: <input type="checkbox"/> Self-Employed <input type="checkbox"/> Salary	

**SECTION 2: DETAILS OF THE BUSINESS**

Please provide a detailed description of your information technology services or information technology products provided, including primary purpose of software/systems licensed or supplied by you including details of any advice provided:

---



---



---



---

a. Has the name of the Business ever been changed?  Yes    No

b. Have you sold, purchased or merged with any other Business?  Yes    No

c. Is any Principal, Partner or Director connected or associated (financially or otherwise) with any other Business?  Yes    No

If YES to any of the above, please provide further details:

---



---



---



---

### SECTION 3: EMPLOYEE INFORMATION

Please state the total number of the following:

Principals, Partners, Directors		Administration staff	
Professionally qualified staff		Other (please specify)	
Trainee			
Sales staff		Total	

Please provide the following details for each of the insured's principals, partners, directors and key technical staff:

Name	Qualifications	Date Qualified <small>DD/MMM/YYYY</small>	No. Years of this Practise	Total Years Practising

Please provide details of annual gross wages (whole amounts in Hong Kong Dollar (\$) for:

Current Year: \_\_\_\_\_ Estimate Next Year: \_\_\_\_\_

### SECTION 4: TURNOVER DETAILS

Please provide a percentage breakdown of your gross turnover by activity for the current year.

Activity	Percentage Breakdown %	Activity	Percentage Breakdown %
Reseller of Third Party Software		Maintenance and Repair	
Reseller of Third Party Hardware		Data Processing/Warehousing Services	
Software Sales (own developed)		General Consultancy	
Hardware Sales (own developed)		Education and Training	
ISP/Web/Internet Services		IT Recruitment and Placement Services	
Telecommunication Services		Facilities Management and Outsourcing	
Systems Integration		Other (please specify)	

Please provide a breakdown of turnover (whole amounts in Philippines Peso (P) for the current financial year and an estimate for the next year.

Territory	Current Year	Estimated Next Year
Philippines		
China		
Other Asia		
USA/Canada		
Total		

Are any of your products/services intended for use in any of the following?

Medical/Surgical applications

Yes

No

Aerospace/Radar/Navigation Systems

Yes

No

Military/Defence Systems

Yes

No

Oil/Gas/Power/Nuclear Energy applications

Yes

No

Financial or Banking Systems

Yes

No

Manufacturing Process Control Systems

Yes

No

Security Systems

Yes

No

If YES to any of the above, please provide further details:

---



---



---

### SECTION 5: GENERAL INFORMATION

1. Are you, have you, or do you plan to be a part of a joint venture, partnership or consortium?

Yes

No

If YES, please provide further details:

Joint Venture Partner	Details

2. Do you use a standard contract or agreement for all the work you perform?

Yes

No

a. What percentage of the time do customers agree to the PROPOSER's standard contract or agreement?

---

Please attach a copy of the largest non-standard contract.

b. Who must approve any variations in the PROPOSER's standard contracts?

---



---



---

3. Do you ever negotiate contracts or agreements in which you:

a. Limit your liability in all contracts to the cost of services or products provided?

Yes

No

If NO, how do you limit your liability?

---



---



---

b. Agree to limit the other parties' liability?

Yes

No

If YES, in what circumstances? And what are the limitation amounts?

---



---



---

c. Accept liability for consequential damages?

Yes

No

If YES, in what circumstances?

---

---

---

d. Do not include a Force Majeure Clause?

Yes

No

4. Are all contracts legally reviewed prior to signing?

Yes

No

5. Do you ever agree to indemnify or hold harmless any third party for claims arising out of your services or products?

Yes

No

If YES, in what circumstances?

---

---

---

6. Do you enter into contracts for a specified dollar value? (i.e. Fixed price contracts)

Yes

No

Indicate % of time: \_\_\_\_\_

7. Do you provide contractual indemnities to anyone in respect of intellectual property licensed, sold or shared?

Yes

No

If YES, please supply a copy of your standard indemnity.

8. Do you have sole legal rights to the intellectual property/licensed/sold/shared?

Yes

No

If NO, please supply details:

---

---

---

9. Do you act as an agent for any company(s)?

Yes

No

If YES, please provide details:

Company	Software/Hardware/Services provided in accordance with the agency	Percentage of agency sales To total turnover

10. Please provide a brief description and contract value for the five (5) largest contracts undertaken over the past five (5) years.

If YES, please provide details:

Brief Description	Contract Value (\$)

11. a. What is the value of your average contract? \$ \_\_\_\_\_

b. What is the duration of your average contract? \_\_\_\_\_

c. Do all customers sign a written agreement, contract or purchase order?

Yes

No

12. Do you use the services of consultants, contractors or agents?  Yes  No

If YES:

a. What percentage of IT services or IT products are provided by sub-contractors? \_\_\_\_\_ %

b. Please specify what IT services or IT products are sub contracted?

---

---

---

c. Do you have specific written contracts with these sub-contractors?  Yes  No

d. Do you insist they carry their own Information Technology Liability Insurance?  Yes  No

e. Do you require proof of IT Liability Insurance from sub-contractors?  Yes  No

f. Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents?  Yes  No

g. Do you require cover for consultants, contractors or agents?  Yes  No

If YES, please provide:

i) A list of consultants, contractors, or agents

ii) Total payments to such persons in the current year

iii) Copy of your standard Contractors Agreement

13. Do you have all employees, consultants and contractors assign you their intellectual property rights?  Yes  No

If YES, please provide a copy of standard Agreement.

14. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next twelve (12) months?  Yes  No

If YES, please provide further details:

---

---

---

## SECTION 6: RISK MANAGEMENT

1. Do you require written acceptance from the customer on delivery of services or products? Conducted any business?  Yes  No

2. Do you have a Total Quality Management (TQM) strategy in place?  Yes  No

If YES, please provide details.

---

---

3. Do you have a formal product recall plan in place?  Yes  No

4. Do your product or systems development procedures include the following:

a. Systems development methodology in writing  Yes  No

b. A written proposal in order to determine customer performance expectations in required  Yes  No

c. A written contract of specifications of products and services signed by the customer  Yes  No

d. A written agreement outlining the scope of the project or services  Yes  No

e. Contract outlining responsibility of all parties  Yes  No

5. Do your sign-off procedures include the following:

a. Interim changes documented with customer sign off required  Yes  No

b. Performance milestones acknowledged and accepted with customer sign-off when achieved  Yes  No

c. Final test made with the customer and sign-off is required  Yes  No

- d. A final acceptance letter or sign off agreement from the customer is required  Yes  No
- e. Formal policy for documenting/responding to customer complaints/requests for changes/fixes  Yes  No
6. Do you obtain legal advice from advisers specialising in intellectual property law before releasing new software or products?  Yes  No

7. If you use in house legal counsel for due diligence and clearance of new software or products, please attach details of the due diligence checklist for intellectual property clearances.

If you do not have due diligence and clearance procedures please provide comments.

---



---



---

8. Do new employees involved in development work sign an agreement that they will not distribute or utilise previous employer's trade secrets?  Yes  No
9. If you use sub-contractors during the development process, do they sign copyright license agreements?  Yes  No
10. Do you have written procedures for handling intellectual property of others?  Yes  No
11. Have you ever filed for any patents?  Yes  No

If YES, how many patents do you currently own?

---



---



---

## SECTION 7: CLAIMS DETAILS

1. After enquiry:

- a. Have any Claims been made against the Company for professional negligence, error or omission in the last 5 years?  Yes  No
- b. Have any Claims been made against you for Information Technology Liability  Yes  No

If YES, please provide further details of the Claim, the Claim amount and any payments:

---



---



---

2. After enquiry is the PROPOSER or any of the Principals, Partners, Directors or Employees aware, of any circumstances or incident, which may give rise to a Claim against the Company or any present or former Principals, Partners, Directors or Employees?  Yes  No

If you do not have due diligence and clearance procedures please provide comments.

---



---



---

3. After enquiry has any client disputed payment for products or services rendered?  Yes  No

If YES, please provide further details:

---



---



---

4. After enquiry has any contract or project experienced cost overruns, delays, system failure or functionality problems?  Yes  No

If YES, please provide further details:

---



---



---

## SECTION 8: DETAILS OF INSURANCE COVER

1. Do you have any Information Technology Liability, Professional Indemnity or Public/Products Liability Insurance Cover currently in place?  Yes  No

If YES, please state:

---



---



---

2. Has the Company or any Principal, Partner or Director ever been refused or cancelled insurance, or had a renewal application denied, or had special terms imposed?  Yes  No

If YES, please provide further details:

---



---



---

## SECTION 9: INDEMNITY LIMIT

1. Please complete indemnity limit and deductible required:

	Indemnity Limit (PHP)	Deductable (PHP)
Professional Indemnity		
Public & Products Liability		

2. OPTIONAL EXTENSIONS

Is cover required for:

EPL  Yes  No  
 USA/Canada Cover  Yes  No

## SECTION 10: DECLARATION

SIGNING THIS PROPOSAL FORM DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THIS INSURANCE

The undersigned declares that the statement and particulars in this proposal form are true and that no material facts have been misstated or suppressed after enquiry. The undersigned agree that should any of the information given by us alter between the date of this proposal and the inception date of the insurance to which this proposal relates, the undersigned will give immediate notice thereof. The undersigned agrees that this proposal, together with any other information supplied by us shall form the basis of any contract of insurance effected thereon.

TO BE SIGNED BY PARTNER / DIRECTOR OR PRINCIPAL OR EQUIVALENT

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DD/MMM/YYYY

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

IT IS IMPORTANT THE UNDERSIGNED OF THE DECLARATION ABOVE IS FULLY AWARE OF THE SCOPE OF THIS INSURANCE SO THAT THESE QUESTIONS CAN BE ANSWERED CORRECTLY. IF IN DOUBT PLEASE CONTACT THE BROKER SINCE NON-DISCLOSURE MAY AFFECT AN ASSURED'S RIGHT OF RECOVERY UNDER THE POLICY.

## IMPORTANT NOTICE

### ANTI - MONEY LAUNDERING

Under Republic Act No. 9160, otherwise known as the Anti-Money Laundering of 2001, as amended by Republic Act No. 9194 and pertinent regulations and circulars issued by the Insurance Commission, all insurance companies are required to satisfactorily establish the identities of its customers. Consequently, FPG Insurance Company, Inc. reserves the right to not accept and process any application for insurance if the customer fails to provide sufficient evidence to establish his/her identity.

"During the effectivity of the contract/policy, the customer/client agrees to the following:  
 (1) In case the Company is unable to comply with relevant customer due diligence (CDD) measures, as required under the Anti-Money Laundering Act, as amended and relevant issuances, due to the fault of the client, the company may apply the following:  
 a. Measures to restrict the services available or prohibit any further transactions on the contract/policy until full and proper CDD Measures have been successfully conducted; and  
 b. In case the foregoing is unsuccessful, terminate business relationship. The exercise of the company of this measure shall only entitle the client/customer to receive the unused portions of premium or withdrawal value, if any, whichever is applicable.  
 (2) Be bound by obligations set out in relevant United Nations Security Council Resolution relating to the prevention and suppression of proliferation financing of weapons of mass destruction, including freezing and unfreezing actions as well as prohibition from conducting transaction with designated persons and entities."



## DATA PRIVACY CONSENT FORM

I acknowledge that FPG Insurance Co., Inc. (FPG) may collect, use, process and share my personal information to its stakeholders, duly authorized representatives, business partners, adjusters and other third parties for purposes such as but is not limited to underwriting, claims, business analysis, compliance with regulatory requirements and any other legitimate business purpose. I authorize FPG to disclose my personal data to FPG group of companies, their service providers, other insurance and distribution parties and to any other third parties and authorities to whom FPG must make disclosures under applicable laws and regulations.

I also authorize FPG to verify and investigate the information I have given, including documents submitted. FPG may retain my personal information as long as my business transaction with FPG is still in force and in case of termination, for a period of five (5) years from the date of termination. I acknowledge and agree to the data privacy provisions as stated above. I hereby provide my consent by affixing my signature in this form.