

Application Form for
Professional Indemnity and Liability Insurances

Information Technology

This application form must be completed signed and dated by your Principal, Director or Partner

Please ensure that all questions are answered in full and that where further details are requested or there is insufficient space available in the application form any relevant additional information is provided in the box on page 11

Please ensure you have downloaded this form and are viewing it in the latest version of Acrobat Reader to avoid issues with saving the information entered.

Proposer Details

1 (a) Full Trading Title (including full names if individuals or partners)

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(b) Trading Address (including postcode)

	Postcode

Please provide details of any other Trading Addresses on separate sheets

(c) Correspondence Address (if different from Trading Address above)

	Postcode

(d) Business Description (please provide a full description of all your business activities)

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(e) Date Business Established

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(f) Website Address*

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* (Your website content will **not** be deemed to form part of this application form unless supplied in hard copy form and attached to this proposal form)

Wages and Turnover

2 (a) Total number of staff (b) Total annual wage roll £

(c) Please provide breakdown of your wage roll and number of employees

Description	No. of employees	Wageroll * (see below for required information)	Work above 10m height? If yes, enter % & max height			Work below 1m depth? If yes, enter % & max depth		
			Yes / No	%	Max height	Yes / No	%	Max depth
Clerical Work								
Proprietors, partners & directors		£						
Employees and self-employed persons working under your supervision and control		£						
Non-manual Site Work								
Proprietors, partners & directors		£		%			%	
Employees and self-employed persons working under your supervision and control		£		%			%	
Manual Work								
Proprietors, partners & directors		£		%			%	
Employees and self-employed persons working under your supervision and control		£		%			%	

* Required Wageroll Information

<i>Employee type:</i>	Proprietors, partners, directors & employees who are shareholders
<i>Required information:</i>	Annual wage roll (before deductions) plus dividends, overtime, allowances, commissions, bonus payments, the employee's own National Insurance and any private pension contributions
<i>Excluded information:</i>	Employers' pension & National Insurance contributions
<i>Employee type:</i>	Employees & self-employed persons working under your supervision and control
<i>Required information:</i>	Annual wage roll (before deductions) plus overtime, allowances, commissions, bonus payments, the employee's own National Insurance and any private pension contributions
<i>Excluded information:</i>	Employers' pension & National Insurance contributions
<i>Employee type:</i>	Self-employed persons working under their own supervision and control
<i>Required information:</i>	Annual payments to self-employed persons working under their own supervision and control, including VAT

(d) Does any of the above include work overseas, offshore or on vessels or craft?

YES ☐ NO ☐

If YES please provide full details

(e) Please provide details of your turnover as follows (together with an estimate for the forthcoming year)

Turnover Information	Last Complete Financial Year End date ____ / ____ / ____	Current Financial Year End date ____ / ____ / ____	Forthcoming Financial Year End date ____ / ____ / ____
Turnover from work for clients based in the UK, Channel Islands and Isle of Man			
Turnover from work for clients based elsewhere in Europe			
Work undertaken for clients in the USA or Canada where the contracts are subject to local laws			
Work undertaken for clients in the USA or Canada where the contracts are not subject to local laws			
Work undertaken for clients elsewhere in the world			
Total Annual Turnover			

3 (a) Please indicate the approximate percentage of the total work carried out by discipline as follows

Activity	Last Complete Financial Year	Forthcoming Year (Estimate)
Hardware Manufacture & Assembly	%	%
Sale of Own Brand Hardware	%	%
Sale of Third Party Hardware	%	%
Hardware Installation	%	%
Hardware Maintenance	%	%
Cabling – Internal	%	%
Cabling – External	%	%
Sale of Own Shrink Wrap Software	%	%
Sale of Third Party Shrink Wrap Software	%	%
Sale of Customisable Software	%	%
Development of Bespoke Software	%	%
Software Installation	%	%
Software Customisation	%	%
Software Maintenance	%	%
Software as a Service & Software Hosting	%	%
Interim IT Management	%	%
IT Consultancy	%	%
IT Project Management	%	%
Supply of IT contract staff	%	%
IT Facilities Management	%	%
IT Security Consultancy	%	%
Provision of Internet Services	%	%
Website Design	%	%
Website Hosting (using own server)	%	%
Website Hosting (using third party host)	%	%
Other (please provide details on page 11)	%	%
Total	100%	100%

(b) Have you ever undertaken any contracts that involve any of the following?

(i) chat rooms or bulletin boards

YES ☐ NO ☐

(ii) design of computer games

YES ☐ NO ☐

(iii) design of systems used by financial institutions to transact securities, currencies, commodities or other tradeable financial instruments

YES ☐ NO ☐

(iv) control of flood or pollution control systems

YES ☐ NO ☐

If you answered YES to any part of this question, please provide full details

(c) Has your work ever included any involvement with

(i) nuclear installations or with any nuclear materials

YES ☐ NO ☐

(ii) oil, gas, petrochemical or chemical works or any such storage facilities

YES ☐ NO ☐

(iii) railway or airport infrastructure including trains and aeroplanes or other aeronautical devices

YES ☐ NO ☐

(iv) public utility infrastructure, for example: power transmission lines, gas or water supply systems

YES ☐ NO ☐

(v) clean rooms

YES ☐ NO ☐

(vi) control of medical equipment or medical decision-making processes

YES ☐ NO ☐

(vii) other contracts involving provision of IT services to hospitals or other medical facilities

YES ☐ NO ☐

If you answered YES to any part of this question, please provide full details

(d) Are you responsible for or do you provide any advice or services in connection with any of the following?

(i) provision of systems used by financial institutions to transact securities, currencies, commodities or other tradeable financial instruments

YES ☐ NO ☐

(ii) mission-critical systems

YES ☐ NO ☐

(iii) security of systems or networks (other than the installation of third-party anti-virus software or firewalls)

YES ☐ NO ☐

(iv) Internet Service Provision (ISP) or Application Service Provision (ASP)

YES ☐ NO ☐

(v) medical diagnostics or drug administration

YES ☐ NO ☐

(vi) games software development

YES ☐ NO ☐

If you answered YES to any part of this question, please provide full details

Directors and Partners

4 Please complete the following

Full names of all Directors and Partners	No. of years in this capacity	Professional Qualifications	Date Qualified

More about your Business

5 (a) Do you anticipate any material changes to your activities or the types of contracts in which you are involved in the forthcoming 12 months? If YES please provide full details

YES ☐ NO ☐

(b) Are you (or any Partner or Director of yours) associated or connected (financially or otherwise) with any other organisation? If YES please provide full details including details as to the nature of the association or relationship details of any work undertaken for such organisation and the income received from such work

YES ☐ NO ☐

(c) Are all of your contracts subject to English, Scottish or Northern Irish law?
If NO please provide full details

YES ☐ NO ☐

(d) Have you changed your name or been part of a merger de-merger or joint venture or have there been any material changes to your activities in the past 6 years? If YES please provide full details

YES ☐ NO ☐

(e) Do you have any contract or client which represents more than 30% of your annual income?
If YES please provide full details

YES ☐ NO ☐

(f) Please provide details of your 5 largest contracts undertaken in the past 6 years (or anticipated in the next 24 months if a new venture)

Contract 1	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		
Contract 2	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		
Contract 3	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		
Contract 4	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		
Contract 5	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		

6 (a) Do you currently buy Professional Indemnity Insurance?

YES

NO

If YES please confirm

Existing Insurer	Indemnity Limit
Excess	Premium
Renewal Date	Retroactive Date*

*Please note that cover will only apply to work executed after the Retroactive Date. This date can usually be found in the schedule which accompanies your current policy or certificate

(b) (i) Please state/tick the limit(s) for which you require quotations

(ii) Please state the amount of Self Insured Excess you would like to carry. Please note that any terms provided may be subject to a minimum Excess based on the information supplied in this application form

	£250,000	£500,000	£1,000,000	£2,000,000	£5,000,000	£10,000,000	Other (£) Please State	Excess (£) Please State
Professional Indemnity	☐	☐	☐	☐	☐	☐		
Employers' Liability	N/A	N/A	N/A	N/A	N/A	☐		N/A
Public & Products Liability	N/A	N/A	☐	☐	☐	☐		N/A

(c) Please confirm Employers Reference Number(s) (required for Employers' Liability Insurance)

Company Name	Parent (P) Subsidiary (S)	ERN Number	Exempt? Yes (Y) No (N)	Exempt Reason 1, 2 or 3 Please select from below

(i) The entity has no employees

(ii) All staff employed earn below the current Pay As You Earn (PAYE) threshold

(iii) The company is not registered in England, Wales, Scotland or Northern Ireland

Sanctions

7 Do your business activities covered under this insurance involve any of the countries subject to sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, UK and USA?

YES

NO

If YES please provide full details

Risk Management

8 (a) Do you have a compliance officer or risk manager?

YES

NO

If YES please provide the following

Name

Number of years with
the firm in this capacity

Qualifications

YES

NO

(b) Do you ensure that all contracts are subject to terms of engagement which are either industry standard or provided by your Professional Institute or are reviewed and approved by your solicitor?

If NO please explain how contractual liability is managed

(c) Do you seek to limit your liability in contract?

YES

☐

NO

☐

If YES please state the upper limit at which liability is capped

£

If NO please advise why (e.g. clients terms apply)

(d) Do you engage subcontractors or enter into any contracts where you are contractually liable for the actions of subcontractors?

YES

☐

NO

☐

If YES please answer the following

(i) What services do they provide?

(ii) What percentage of your annual turnover is paid to subcontractors?

%

(iii) Do you have a clearly defined process for the vetting selection management and control of subcontractors?

YES

☐

NO

☐

(iv) Are all subcontractors engaged on contractual terms that either mirror or are at least as onerous as the contractual terms under which you have been engaged?

YES

☐

NO

☐

(v) Are all subcontractors required to carry adequate insurance prior to their appointment

YES

☐

NO

☐

(vi) What is the minimum limit of Professional Indemnity Insurance that you accept for your subcontractors?

£

(e) Are all of your current contracts progressing to timescale within budget and with no unresolved issues or problems?

YES

☐

NO

☐

If NO please provide full details

(f) Do you obtain written sign-off from your client at each stage of a design contract prior to commencing the next stage?

YES

☐

NO

☐

(g) Do you undertake any due diligence to ensure that prospective clients are financially stable with an acceptable credit rating?

YES

☐

NO

☐

Claims

9 In relation to your professional business activities, are you after reasonable enquiry aware of:

(a) any matter which may lead to a claim against you

This includes:

(i) damage to third party property or bodily injury to any person

YES ☐ NO ☐

(ii) a shortcoming or problem in your work known to you which you cannot reasonably put right

YES ☐ NO ☐

(iii) a complaint about your work or anything you have supplied which cannot be immediately resolved

YES ☐ NO ☐

(iv) an escalating level of complaint on a particular project

YES ☐ NO ☐

(v) a client withholding payment due to you

YES ☐ NO ☐

(b) any loss from the dishonesty or malice of any employee or self-employed freelancer

YES ☐ NO ☐

(c) any loss from the suspected dishonesty or malice of any employee or self-employed freelancer

YES ☐ NO ☐

(d) any matter which may give rise to a claim against your predecessors in business or any past director, officer, board member, senior manager or employee

YES ☐ NO ☐

(e) In relation to Professional Indemnity insurance has any claim, whether successful or not been made against you or your predecessors in business or any past or senior manager or employee (whether previously insured or not), present director, officer, board member?

YES ☐ NO ☐

If you answered YES to any part of Question 9, please provide full details

10 Have you, your present or former directors, partners or family members involved with this or any other business or living with you ever:

(a) had any previous request for insurance declined or had a previous policy or certificate cancelled voided or had any punitive conditions imposed?

YES ☐ NO ☐

(b) been declared bankrupt or sequestrated; or declared insolvent; or subject to an Individual or Company Voluntary Arrangement (IVA or CVA), Trust Deed, or Debt Relief Order whether cleared or not?

YES ☐ NO ☐

(c) been a director or had a controlling interest in any company, firm or business entity which has entered into a voluntary arrangement with creditors or been subject to any application for liquidation, administration, receivership or to enforcement of a judgment debt?

YES ☐ NO ☐

(d) been disqualified from being a company director?

YES ☐ NO ☐

(e) been ever subject to any County Court Judgment (or Decree if in Scotland)?

YES ☐ NO ☐

(f) been convicted of any offence other than a motoring offence which carries a fixed penalty apart from an offence that is now considered 'spent' under the Rehabilitation of Offenders Act 1974?

YES ☐ NO ☐

(g) been subject to any HSE prohibition or improvement notice?

YES ☐ NO ☐

If you answered YES to any part of Question 10, please provide full details

11

Important Information

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- 1 disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- 2 make such disclosure in a reasonably clear and accessible manner; and
- 3 ensure that in such disclosure any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

You must give careful consideration to who, in your business, knows this information and make appropriate enquiries of your senior management. This includes those people who play a significant role in the making of decisions about how your business activities are to be managed or organised. For example, people who may hold key information could include, but not be limited to, the managing director, finance director, IT manager and HR manager.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

DATA PROTECTION ACT – INFORMATION USES

For the purposes of the Data Protection Act 2018, the Data Controllers in relation to any personal data you supply are Air Risk Solutions and our Insurers.

Where we arrange an insurance contract for you the use of your data is necessary for you to enter into the contract and for the insurance to operate. If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to do any other business with you.

Although we refer to you we may also collect personal data relating to people working for you or for whom you work as well as parties who make claims against you. All personal data will be subject to this policy irrespective of the source.

Insurance Administration

It is Air Risk Solution's policy only to process that personal information which is essential to the underwriting of each insurance product requested and it will only process your data for the purposes of insurance administration at all times in a lawful manner.

In addition your information will also be used for the purpose of insurance administration by the insurer and its associated companies and agents by their reinsurers and by your insurance intermediary.

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing Air Risk Solution's or the insurer's compliance with any regulatory rules or codes. Your information may also be used for offering renewal research and statistical purposes and crime prevention. It may be transferred to any country (including countries outside the European Economic Area) for any of these purposes and for systems administration. Where this happens we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for as set out in this notice.

In the case of personal data with limited exceptions and on payment of the appropriate fee the data subject has the right to access and if necessary rectify information held about them. You or they may have the right to object to or restrict our processing of your or their personal information

however if you or they do we may be unable to continue to provide services to you and this may mean that we are unable to process your enquiry or claim or that your insurance cover will stop. Additionally, you or they may require us to erase such data from our records. In all instances such request should be sent to the Managing Director at Air Risk Solutions.

In assessing any claims made the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit Searches and use of Third Party Information

To ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with our best premium and payment options, we may obtain information relating to you and your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit referencing agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this renewal you will signify your consent to such information being processed by the insurer or its agents.

Data Retention

We only process personal data where it is necessary to do so for the purpose of general insurance intermediation and it is currently our policy to hold such data indefinitely to guarantee that we are able to reply promptly and accurately to any query that may arise in the future.

Automated Decision Making

We utilise automated decision making in certain cases (where we provide products to insurance providers who transact business online) but the cover and risk selection criteria are the same as we deploy offline and decisions are reinforced manually in all cases post sale.

We do not undertake automated client profiling and you always have the right to have your policy underwritten offline if you wish to opt out of automated decision-making but this may mean your insurance costs more because of the increased cost of servicing business in this way.

If you have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to your insurance adviser.

Your insurance adviser and your insurers are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- 1 Share information about you with other organisations and public bodies including the Police;
- 2 Undertake credit searches and additional fraud searches;
- 3 Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used.

We and other organisations may also search these agencies and databases to:

- 1 Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- 2 Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- 3 Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- 4 Check details of job applicants and employees.

Claims History

- 1 Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database;
- 2 We may search these databases when you apply for insurance in the event of any incident or claim or at the time of renewal to validate your claims history or that of any person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under this policy.

Choice of Law

The appropriate law as set out below will apply unless you and we agree otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2 In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales will apply.

Declaration

I/we declare that the information given is to the best of my/our knowledge and belief correct and complete and that this proposal makes a fair presentation of the risk to insurers

If the risk is accepted I/we undertake to pay the premium when called upon to do so I/we understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes

Please remember to print this form and sign in the space below before sending the completed form – either in hard copy or as a scanned PDF – to your Insurance Advisor

Signature of Principal/Director/Partner:		
Name	Position	Date

Air Risk Solutions, The Grove, Mill Lane, Wheelock, Sandbach, Cheshire, CW11 4RD Tel: 01270 758095 Email: mail@airrisksolutions.com

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