

# PremierTech PI, Cyber and General Liability

## Proposal Form

### Completing This Proposal Form

- Please read the Important Information Section on page 8 before completing this form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- It is agreed that whenever used in this proposal form, the terms ‘You’ and ‘Your’ shall mean the Named Insured and all of its Subsidiaries.
- Please contact us if you would like a hard copy of the relevant insurance policy or a summary of cover provided by Chubb.

### I. Company Information

Company name: (please also list all subsidiary companies and your parent company, if applicable):

Principal Address (Street, City, Country & Postcode):

Year Established		Number of Employees		Number of Locations you currently own or lease	
Website URL					

### II. Turnover

Please complete the table below to reflect your global turnover:

	Domestic	USA/Canada	Rest of World	Total
Prior complete financial year	\$	\$	\$	\$
Estimated current year	\$	\$	\$	\$
Estimated following year	\$	\$	\$	\$
Please detail percentage of global turnover you generate from online sales:				%

### III. Limit of Insurance

1. Please provide details of your current insurance policies (if applicable)

Coverage	Limit	Excess	Premium	Insurer	Retroactive Date (MM/DD/YYYY)
Technology E&O	\$	\$	\$		
Cyber	\$	\$	\$		
General Liability	\$	\$	\$		

2. Please indicate the limits for which you would like to receive a quote

Technology E&O (professional indemnity)	<input type="checkbox"/> \$1m	<input type="checkbox"/> \$2m	<input type="checkbox"/> \$5m	<input type="checkbox"/> \$10m	<input type="checkbox"/> Other \$
Intellectual Property	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$1m	<input type="checkbox"/> \$2m	<input type="checkbox"/> Other \$
Cyber First Party (Incident Response)	<input type="checkbox"/> \$250,000	<input type="checkbox"/> \$1m	<input type="checkbox"/> \$2m	<input type="checkbox"/> \$5m	<input type="checkbox"/> Other \$
General Liability	<input type="checkbox"/> \$5m	<input type="checkbox"/> \$10m	<input type="checkbox"/> \$20m	<input type="checkbox"/> Other \$	

Please select your desired excess:

Professional Indemnity	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other \$
Cyber	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other \$
General Liability	<input type="checkbox"/> \$1,000		<input type="checkbox"/> Other \$		

#### IV. Activities

##### 1. Business Activities

Please provide a clear description of your products and services, including all work performed by subsidiary companies:

##### 2. Turnover by business activity

a. Please categorise your business activities and indicate the approximate percentage of turnover from each.

Type of Product or Service	%	Type of Product or Service	%	Type of Product or Service	%
Consulting		Systems Integration Projects		Advertising	
Software Application Development		Payment Processing		Manufacturing own product	
Custom Software Development		Fintech		Contract Manufacturer	
Managed Services		Artificial Intelligence		Data Centre Operations	
Cloud Services (SaaS, PaaS)		Enterprise Software Development, Consulting & Integration		Maintenance Services	
Internet Service Provider		Telco services		Recruitment & Staff Placement	
Other:		Other:		Other:	
Other:		Other:		Other:	
Other:		Other:		Other:	

b. Please describe your consulting activities:

c. Please describe the scope of products or services provided to the following areas, as well as the percentage of turnover from each.

Application of Products or Services	Description of Products or Services	% of Annual Turnover
Adult Content (producers, hosting, distributors etc)		
Airlines and Airports		
Data Aggregators		
Gambling		
Government		
Military Guidance Systems		
Public Transportation		

Application of Products or Services	Description of Products or Services	% of Annual Turnover
Online Exchanges and Trading Platforms		
Satellites		
Social Media		
Utilities / Energy Producers		

d. Please describe any planned changes to the nature or functionality of your core products, services, or business strategy/activities in the next 12 months. This should include any new projects or new customer segments that you anticipate servicing. If there are no planned changes please put "none".

### 3. Acquisitions

Have you made any acquisitions in the past 18 months?  Yes  No

a. If Yes, please provide a description.

### 4. Financial Results

Over the past 4 years, how many years did you post a positive net income  0  1  2  3  4

## V. Contract and Risk Management

1. Please detail your five largest contracts in the past three years.

Client Name	Nature of Work Description	Total Contract Value	Start date (MM/DD)	End date (MM/DD)	Development Work Period (if applicable)	Deployment Work Period (if applicable)	Maintenance Work Period (if applicable)
		\$			months	months	months
		\$			months	months	months
		\$			months	months	months
		\$			months	months	months
		\$			months	months	months

2. Typical size of active contract \$

3. Typical length of active contract months

4. Percentage of fixed price contracts  Less than 50%  More than 50%

5. What percentage of the time do you use your standard contract template  Less than 50%  Less than 80%  More than 80%

6. Does qualified legal counsel review all critical contracts, such as critical vendor contracts, boilerplate standard customer contracts, and any substantially customized or deviated contracts for larger customers?  Yes  No

7. What percentage of contracts do you cap your liability?

Below contract value		At contract value	%	More than contract value	%
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8. What percentage of your customer contracts, purchase orders, or user agreements contain:

a. Hold harmless or indemnity agreements insuring to the benefit of the applicant?	%
b. Hold harmless or indemnity agreements insuring to the benefit of the customers?	%
c. Formalized change order processes requiring signoff by both parties?	%
d. Conditions for customer acceptance of products/services?	%

e. Acceptance of consequential damages?	%
f. Provisions for liquidated damages?	%
g. Provisions for the ownership of intellectual property?	%
h. A dispute resolution/arbitration process?	%
i. Limitation of liability provisions that extend to actual or alleged breach of <b>sensitive records</b> ?	%
j. Provisions to address the obligations to notify affected persons or organisations following an actual <b>Data Breach</b> ?	%
9. In what percentage of the time do you use a standard global contract template which is amended for applicable local laws and provisions in each country?	%
10. Have you taken on any contracts for projects that the customer previously terminated with another party?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>Yes</b> , please provide a description:	

## VI. Subcontractors

1. What percentage of your annual turnover will be subcontracted to others?	%
2. Please describe the work that you subcontract to others:	
3. Do you require subcontractors to carry professional indemnity insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do you require subcontractors to carry public and product liability?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you maintain full subrogation rights against your subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## VII. Consequential Loss

1. Please select the likely result of a failure of your products or services or delay in their implementation. <i>Choose all that apply</i>		
<input type="checkbox"/> Loss of life or injury	<input type="checkbox"/> Immediate and large financial loss	<input type="checkbox"/> Damage or destruction of property
<input type="checkbox"/> Significant cumulative financial loss	<input type="checkbox"/> Insignificant loss	
Please provide detail for any selected items above:		

## VIII. Quality Controls

1. Do you have a formal procedure for documenting problems, downtime, and responding to customer complaints and feedback?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you have a written and formalised quality control programme?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. What industry standards do you work with in the delivery of your products and services? Please list below.	
4. For custom software development and systems integration projects:	
a. Do you have systems development methodology in writing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Are there change control provisions to deal with changes and scope creep made and signed by both parties in writing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Is there a formal customer acceptance process upon delivery of your products and services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. If you manufacture or have a third party manufacture on your behalf, do you, or a third party manufacturing on your behalf, have quality control procedures such as: <ul style="list-style-type: none"> <li>Formalised, written quality control plans</li> <li>Production design sign off Acceptance and sign off procedures for statements of work or contracts</li> <li>Prototype development protocols</li> <li>Batch testing</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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### Data Privacy

1. How many <b>Sensitive Records</b> of unique individuals or organisations are stored or transmitted on your computer system?	
2. Which of the following types of <b>Sensitive Records</b> do you store, process, transmit or otherwise have responsibility for securing?	
a. Personally Identifiable Information (PII) Records	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Credit card numbers, debit card numbers or other financial account numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Healthcare or medical records	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is any payment card information processed in the course of your business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>Yes</b> , please indicate the level of <b>PCI DSS</b> compliance	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> Not Compliant

### Intellectual Property and Media

1. Do your intellectual property protection or compliance procedures include the following:	
a. Formal procedure to safeguard against infringing the intellectual property rights of others	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Searches conducted for all trademark, copyright and patent applications	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Release or consent sought from third party right owners where content is not your own	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Legal counsel is consulted prior to release of all new products	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Legal counsel review all content prior to publication	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. What percentage of your turnover is derived from your own products or your own software that are:	
a. less than three years old	%
b. three to five years old	%
c. over five years old	%
3. Do all new employees and “work for hire” contractors acknowledge that use of a previous employer’s or client’s intellectual property, know-how, and trade secrets is strictly prohibited?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have your privacy policy, terms of use, terms of service and other customer policies been reviewed by legal counsel?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Data and Information Security

1. Which of the following have you (or your provider, if outsourced) implemented to help protect information and systems from a **Data Breach** or a **Cyber Incident**?

Governance	Protections	Business Continuity
<input type="checkbox"/> Dedicated staff member governing data	<input type="checkbox"/> Firewalls & Antivirus	<input type="checkbox"/> Business continuity plan
<input type="checkbox"/> Dedicated staff member governing IT	<input type="checkbox"/> Vulnerability scans	<input type="checkbox"/> Disaster recovery program
<input type="checkbox"/> Formal privacy policy approval by legal counsel	<input type="checkbox"/> <b>Advanced Endpoint Protection</b>	Data Backups: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Less than weekly
<input type="checkbox"/> Ongoing staff training on cyber-related matters	<input type="checkbox"/> <b>Intrusion Detection Systems</b>	Critical System Backups <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Less than weekly
<input type="checkbox"/> Maintain compliance with all applicable privacy regulations, including GDPR	<input type="checkbox"/> <b>Encryption</b> of data in transmission	<input type="checkbox"/> Backups stored in an offline environment and not connected to the rest of your network(s)
<input type="checkbox"/> Regularly tested <b>cyber incident</b> response plan	<input type="checkbox"/> <b>Encryption</b> of data in at rest and in backups	<input type="checkbox"/> Duplication/redundancy of critical systems in an offline environment
<input type="checkbox"/> Security vulnerability	<input type="checkbox"/> Multi-factor authentication	

Governance	Protections	Business Continuity
<input type="checkbox"/> Use of <b>Threat Intelligence</b>	<input type="checkbox"/> External penetration testing at least annually	
<input type="checkbox"/> Access Management	<input type="checkbox"/> Software patches and updates	

Other, please describe:

### Systems

1. **Criticality of Information Systems** - please describe the systems on which you depend most to operate your business (including **Outsourced Technology Providers**), and the impact downtime of each would have.

IT Provider (if not outsourced, put "Internal")	IT Application or Activity	Recovery Time Objective			
		Immediate	>12 hours	>24 hours	Other
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Do you perform assessments or audits to ensure third party technology providers meet your company's security requirements?  Yes  No

3. Do you waive your right of recourse against any of the providers listed above in the event of service disruption?  Yes  No

### IX. Loss History

1. Have you ever experienced any actual or potential **General Liability Claims, E&O Claims, Media Claims, Data Breaches, or Cyber Incidents** in the past three years?  Yes  No

a. If **Yes**, please provide:

Description of any claims/incidents and date of occurrence:

Description of the financial impact:

Mitigating steps you've taken to avoid similar future events:

2. Are you aware of any notices, facts, circumstances, or situations which may give rise to any **General Liability Claims, E&O Claims, Media Claims, Data Breaches, or Cyber Incidents**?  Yes  No

a. If **Yes**, please provide additional details:

## Declaration

On behalf of the applicant, I/we declare that:

- I/we have read and understood Chubb's Financial Strength Rating, Duty of Disclosure and Privacy Statement in this form;
- all information provided (and where applicable, previously provided) is true and correct and I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances;
- I/we undertake to inform the insurer promptly in writing of any material alteration to the facts declared that occurs prior to completion of the contract of insurance;
- I/we have obtained, and will obtain in the future, the consent to the disclosure and use of personal information from those persons whose personal information is supplied in relation to this form for the purposes of (i) underwriting the risks and (ii) administering and performing any resulting insurance contract.

This form must be signed by the applicant's Chairman of the Board, Managing Director, Chief Executive Officer or Chief Financial Officer.

Signed			
Name		Date	
Position			

Please enclose with this proposal form:

- A copy of your standard contract template  A copy of your largest active, non-standard contract  Your most up-to-date financial statement

## Optional Services Questionnaire

Chubb has partnered with a number of cyber security vendors that can help you manage your cyber risk. In order to provide you with meaningful services, you may answer the few questions below. More information on our Loss Mitigation Services can be found at [www.chubb.com/cyber-services](http://www.chubb.com/cyber-services)

1. Do you engage your employees in phishing training exercises on a regular basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you use enterprise password management software to encourage responsible password practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you provide your employees with any cyber-related training modules to encourage cyber best practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you engaged in any planning, testing, or training in regards to <b>cyber incident</b> response preparedness	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Glossary of Defined Terms

**Access Management Controls** include the management of usernames, passwords, and access privileges to systems and information.

**Advanced Endpoint Protection** is a device or software that provides protects and monitors the endpoints on your network. Endpoints include desktop and laptop computers, tablets, mobile phones, servers, and any other device connected to your network.

**Cyber Incident** includes unauthorised access to your computer systems, hacking, malware, virus, cyber extortion, distributed denial of service attack, insider misuse, human or programming error, or any other cyber-related event.

**Data Breach** defined as "An incident where sensitive personal or corporate confidential information has been taken, lost, or viewed by an unauthorised party."

An **E&O Claim** includes any failure of your product or service that's provided to any of your customers, resulting in a financial loss.

**Encryption** is the method of converting data from a readable format to an encoded format. It can only become readable again with the associated decryption key.

**Entire Agreement Clause** defined as "A clause declaring that the contract encompasses the whole agreement between parties and prevents the parties from relying on any preceding verbal or written agreements."

**Exports** defined as "Turnover generated by your company located outside of the USA or Canada, for a customer located in the USA or Canada."

A **General Liability Claim** includes any claims for bodily injury, personal injury and property damage including product liability or product recall claims.

An **Intrusion Detection System** is a device or software that monitors your network for malicious activity or policy violations.

**Media Claim** includes any claim for product disparagement, slander, trade libel, false light, plagiarism, or similar from your website or social media accounts.

**Outsourced Technology Partners** include Cloud Services, Website Hosting, Collocation Services, Managed Security Services, Broadband ASP Services, Outsourced Services, Internet Communications Services, Credit Card Processing, Anti-Virus Software, Firewall Technology, Intrusion Detection Software and other providers such as Human Resources, Payroll, Point Of Sale.

**PCI DSS** stands for the Payment Card Industry Data Security Standard. This defines the requirements that a company must comply with if they handle any payment card information.

**Sensitive Records** include health or medical records of employees or customers, government issued identification numbers, usernames and passwords, email addresses, credit card numbers, intellectual property, or any other personally identifiable information.

**Threat Intelligence** is information on current security threats, vulnerabilities, targets, bad-actors, and implications that can be used to inform security decisions.

## Important Information

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In this section “We”, “Our” and “Us” means Chubb Insurance New Zealand Limited (Chubb). “You” and “Your” refers to Our customers and prospective customers as well as those who use Our website.

## Duty of Disclosure

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### Your Duty of Disclosure

Before entering into a contract of insurance with Chubb, each prospective insured has a duty to disclose to Chubb information that is material to Chubb’s decision whether to accept the insurance and, if so, on what terms. This includes material information about the insured, any other people and all property and risks insured under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to Chubb before renewal, extension, variation or reinstatement of a contract of insurance with Chubb. You should also provide all material information when You make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information they have provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

### Consequences of Non-Disclosure

If an insured fails to comply with their duty of disclosure, Chubb may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. Chubb may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

## Financial Strength Rating

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At the time of print, Chubb has an “AA-” insurer financial strength rating given by S&P Global Ratings. The rating scale is:

The rating scale is:			
AAA Extremely Strong	BBB Good	CCC Very Weak	SD or D Selective default or default
AA Very Strong	BB Marginal	CC Extremely Weak	R Regulatory Action
A Strong	B Weak		NR Not Rated

The rating from ‘AA’ to ‘CCC’ may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. A full description of the rating scale is available on the S&P Global Ratings [website](#).

Our rating is reviewed annually and may change from time to time, so please refer to Our website for Our latest financial strength rating.

## Fair Insurance Code

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We are a member of the Insurance Council of New Zealand (ICNZ) and a signatory to ICNZ’s Fair Insurance Code (the Code). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.



## Privacy Statement

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This statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle Your personal information. Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted on Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your personal information in accordance with the requirements of New Zealand’s Privacy Act, as amended or replaced from time to time.



## Personal Information Handling Practices

### *When do We collect Your personal information?*

Chubb collects Your personal information (which may include health information) from You when You interact with Us, including when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim, complaint or dispute. Chubb may also (and You authorise Chubb to) collect Your personal information from other parties such as brokers or service providers, as detailed in Our privacy policy.

### *Purpose of Collection*

We collect and hold the information to offer products and services to You, including to assess applications for insurance, to provide and administer insurance products and services, and to handle any claim, complaint or dispute that may be made under a policy.

If You do not provide Us with this information, We may not be able to provide You or Your organisation with insurance or to respond to any claim, complaint or dispute, or offer other products and services to You or Your organisation.

Sometimes, We may also use Your personal information for Our marketing campaigns and research, to improve Our services or in relation to new products, services or information that may be of interest to You.

### *Recipients of the Information and Disclosure*

We may disclose the information We collect to third parties, including:

- contractors and contracted service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf (such as actuaries, loss adjusters, claims investigators, claims handlers, professional advisers including lawyers, doctors and other medical service providers, credit reference bureaus and call centres);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- other companies in the Chubb group;
- the policyholder (where the insured person is not the policyholder);
- insurance and reinsurance intermediaries, other insurers, Our reinsurers, marketing agencies; and
- government agencies or organisations (where We are required to by law or otherwise).

These third parties may be located outside New Zealand. In such circumstances We also take steps to ensure Your personal information remains adequately protected.

From time to time, We may use Your personal information to send You offers or information regarding Our products that may be of interest to You. If You do not wish to receive such information, please contact Our Privacy Officer using the contact details provided below.

### *Rights of Access to, and Correction of, Information*

If You would like to access a copy of Your personal information, or to correct or update Your personal information, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, please contact the Privacy Officer by posting correspondence to Chubb Insurance New Zealand Limited, PO Box 734, Auckland; telephoning: +64 (9) 3771459; or emailing [Privacy.NZ@chubb.com](mailto:Privacy.NZ@chubb.com).

### *How to Make a Complaint*

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact Our Privacy Officer at the details above.

You also have a right to address Your complaint directly to the Privacy Commissioner by telephoning 0800 803 909, emailing [enquiries@privacy.org.nz](mailto:enquiries@privacy.org.nz) or using the online form available on the Privacy Commissioner's website at [www.privacy.org.nz](http://www.privacy.org.nz).

## About Chubb in New Zealand

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb's operation in New Zealand (Chubb Insurance New Zealand Limited) offers corporate Property & Casualty, Group Personal Accident and corporate Travel Insurance products through brokers.

More information can be found at [www.chubb.com/nz](http://www.chubb.com/nz).

## Contact Us

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Company No. 104656  
Financial Services Provider No. 35924

Chubb. Insured.<sup>SM</sup>