# Addendum

# IT LIABILITY
## Information Technology Professionals
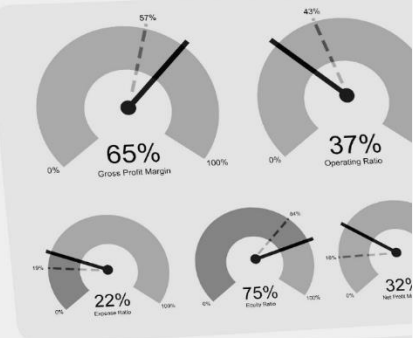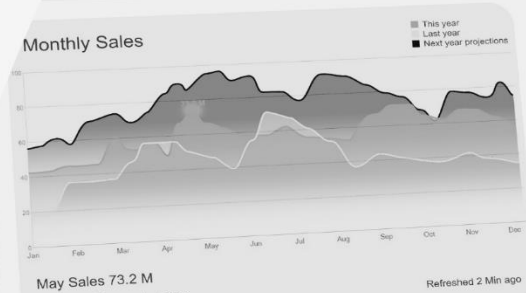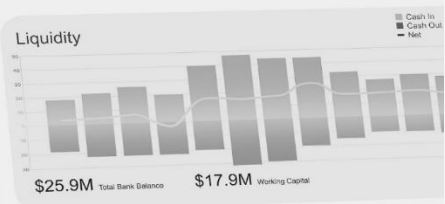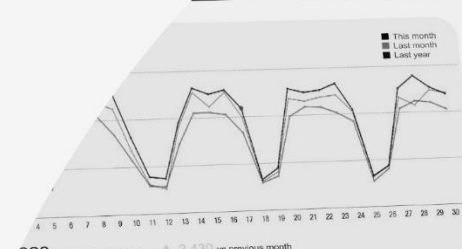
# Addendum: General Details

1. **Insured Details:**

| Name of Insured | ABN | Date Established |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

2. **Please provide the proposer's total revenue in each of the financial years derived from clients based in:**

| | Last Financial Year Ended | Current Financial Year Ending | Coming Financial Year Ending |
|---|---|---|---|
| **Australia** | | | |
| **USA/Canada** | | | |
| **Elsewhere** | | | |
| **Total** | | | |

3. **If revenue is declared as derived from clients based "Elsewhere" please provide details including territories involved and income derived.**

| |
|---|
| |

4. **Please give a percentage split totalling 100% of which state(s) generate the proposer's revenue.**

| NSW | VIC | QLD | WA | SA | TAS | ACT | NT | O/S |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

5. **Are any of your products/services:**

a. Intended for use in industrial control systems and/or SCADA systems and/or robotic?

☐ No  ☐ Yes

b. Intended for use in motor vehicles, aviation, radar, aircraft, watercraft, military installations and/or warfare equipment?

☐ No  ☐ Yes

c. Intended for use in any surgical/medical application or equipment?

☐ No  ☐ Yes

d. Intended for use in any pollution control system?

☐ No  ☐ Yes

e. Intended for use in any artificial intelligence application or system?

☐ No  ☐ Yes

f. Intended for use in any gambling/wagering system?

☐ No  ☐ Yes

g. Intended for use in the provision of any adult content/pornographic material?

☐ No  ☐ Yes

If yes to any of the above questions, please provide full details:

<br>

6. **Please provide a brief description and contract value for the three (3) largest contracts undertaken over the past three (3) years.**

| Brief Description of services or software being provided | Project Value | Client name |
|---|---|---|
|  |  |  |
|  |  |  |
|  |  |  |

7. **Please provide full description of the activities undertaken by the proposer**

| Type of work | % Last 12 months | % Next 12 months |
|---|---|---|
| Hardware Sales (Reseller) |  |  |
| Hardware Sales (Own Developed or Exclusive Importer) |  |  |
| Pre-Packaged Third Party Software Sales (reseller) |  |  |
| Pre-Packaged Software Sales (Own Developed or Exclusive Importer) |  |  |
| Application Software Development/Contract Programming |  |  |
| Data Communication Services (ISP) |  |  |
| Telecommunication Services |  |  |
| Network Services |  |  |
| Help Desk Services |  |  |
| Maintenance Services |  |  |
| Data Processing/Warehousing Services/Bureau Services |  |  |
| ICT Project Management or General Consultancy |  |  |

| | | |
|---|---|---|
| Integration Services | | |
| Security Services | | |
| Billing Services | | |
| Education and Training | | |
| Other (please describe): | | |

8. **Does any contract or client represent more than 50% of your annual work or fees? If "Yes" please provide details of the contract and work being performed**

9. **Do you ever enter into contracts in which you:**

   a. Agree to hold another party harmless?

   ☐ No   ☐ Yes

   b. Agree to waive your rights to sue another party?

   ☐ No   ☐ Yes

   c. Agree to limit or exclude another party's liability?

   ☐ No   ☐ Yes

   If yes to any of the above questions, please provide full details:

10. **Are any of your clients materially behind in payment of their invoices or are they declining to pay your invoices?**

   ☐ No   ☐ Yes

   If yes, please provide full details as this is important information:

# Declaration

I declare that I am authorised to complete this addendum on behalf of the Insured, that I have made reasonable enquiries to ascertain the truth of all the statements and that to the best of my knowledge and belief the statements and particulars in this addendum are true and correct and no material facts have been omitted or misrepresented. I undertake to inform FTA Insurance of any change to any material fact which occurs before any insurance based on this addendum is entered into.

☐ Tick if the insured is claiming the NSW SMALL BUSINESS STAMP DUTY EXEMPTION

At the time that the contract of insurance being applied for is effected or renewed (as applicable), I hereby declare that I am/will be a small business as defined in section 259A of the Duties Act 1997 (NSW) (the Act) for the purpose of the small business exemption in section 259B of the Act. This declaration covers policies effected or renewed during the financial year ending 30 June

**Name and Position of person signing:**

**Date:**

# Important Notices

Please read the following notices. They are for your information and do not form part of the insurance contract. They do not impose contractual obligations on you or create contractual rights.

**Your Duty of Disclosure:**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

**If you do not tell us something:**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**NSW Small Business Eligibility:**

The NSW government has abolished stamp duty on a number of polices taken out by a small business. In order to gain the exemption, the business must be a small business in accordance with the Income Tax Assessment Act 1997 (s152.10), Capital Gains Tax meaning, for the income year in which the insurance is effected or renewed. A small business for Capital Gains Tax purpose is, "an individual, partnership, company or trust that is carrying on a business, and has an aggregated turnover of less than $2 million." Aggregated Turnover, is the insureds annual turnover plus the annual turnovers of any business entities that are affiliates or are connected with the insured.

**Incorrect or False Declaration:**

A small business that wrongly claims the exemption, makes a false declaration, will be liable to a penalty of up to $11,000 plus penalty stamp duty, interest and other costs being imposed.

**Failure to provide a Declaration within the required timeframe:**

The small business NSW stamp duty exemption is subject to the completed declaration being received by the Insurer. Where a small business declaration has not been provided at the time the policy is effected or renewed, the policy will be liable to duty. Please ensure you complete and return this Declaration to your Adviser as soon as possible to ensure you obtain the relevant exemption.

In executing this declaration, I also confirm that:

- my obligations in respect of the NSW Small Business Stamp Duty exemption have been explained to me by my Adviser; and
- if I required any further clarity and/or understanding in respect of my eligibility I have made my own independent inquiry prior to executing this Declaration.

**Claims Made Policy:**

This policy is issued on a 'claims made and notified' basis. This means that the Insuring Clause responds to:

- claims first made against you during the Period of Insurance and notified to the insurer during the Period of Insurance, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against you; and
- written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify, are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the Period of Insurance expiring. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, s40(3) of the Insurance Contracts Act 1984 is set out below:

  'S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.'

When the Period of Insurance expires, no new notification of facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the Period of Insurance.

**Underinsurance provision:**

If your policy provides for 'Costs in Addition' to the limit of liability and if a payment in excess of the limit of liability available under your policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of liability available under this policy bears to the amount paid to dispose of the claim payments.

**Subrogation waiver:**

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

**Privacy:**

FTA Insurance complies with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

**Agent of the Insurer:**

In effecting this insurance contract FTA will be acting under an authority given to it by the insurer to effect the contract and FTA will be effecting the contract as agent of the insurer and not of the Insured.

**Purpose for collection of information:**

FTA Insurance Pty Ltd is committed to compliance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims.

We provide your information to the insurers we represent when we receive a submission from your broker, decline, quote or issue and administer your insurance. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies, auditors and solicitors), but will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 02 9003 1660, email quotes@FTAinsurance.com.au or by visiting our website www.FTAinsurance.com.au.

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

**Contact Details:**

FTA Insurance

PO Box H344

Australia Square NSW 1215

Ph: 02 9003 1660

Email: Quotes@FTAinsurance.com.au

Website: www.FTAinsurance.com.au