

Tokio Marine HCC – International Group Professional Risks Application Form (Canada)



Professional Liability, Comprehensive General Liability and Cyber

IMPORTANT NOTICE

This application must be completed and signed by a Principal, Partner or Director of the Applicant. The person completing and signing the form should be authorised by the Applicant to do so and should make all necessary enquiries of his fellow Partners, Directors and Employees to enable all the questions to be answered.

All questions must be answered to enable a quotation to be given. Any questions not relevant should be marked N/A.

Completing and signing this application does not bind the Applicants or Insurers to enter a contract of insurance.

If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number).

Which Sections should you complete?

Section	Title	Should you complete it?
1.	General Information	All businesses should complete this section
2.	Professional Liability	Only complete this section if cover is required
3.	Comprehensive General Liability	Only complete this section if cover is required
4.	Cyber extension only available when Professional Liability is purchased	Only complete this section if cover is required

Section 1 – General information

1. Please provide the following details (including trading names) of the Applicant/s:

Company name			
Address			
	Zip Code		
Website address	Date of Establishment		

2. If you require cover any associated, previous or subsidiary company please provide company names, including, if appropriate, details of any joint venture:

Name	Location (city/town)	Nature of business

3. Do you use independent subcontractors? Yes No
If **YES**, please state:

a) What percentage of your current financial year's turnover will be paid to subcontractors? [] %

b) For which work are they used and how do you select and manage them?

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c) Do you ensure they have their own Professional Liability insurance? Yes No

If **NO**, please explain your reasons why not

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4. DO NOT ANSWER IF PROPOSAL IS FOR THE RENEWAL OF INSURANCE WITH TOKIO MARINE HCC

Name of current insurer			
Name of your broker			
Renewal date			
Premium		Excess	
Limit of Indemnity		Limit of Indemnity Required	

5. Please state:

	Past year ending	Whole year current estimate	Estimate for coming year
Total turnover including fee income	\$	\$	\$
a) Estimated percentage split of your turnover including fee income for:			
Work carried out for Canadian clients	%	%	%
Work carried out for US clients not subject to US law	%	%	%
Work carried out for US clients subject to US law	%	%	%
Work carried out for clients anywhere else in the world	%	%	%
Operating profit	\$	\$	\$

Section 2 – Professional Liability

6. Please give details of the five largest contracts commenced in the past three years:

Start Date / End Date	Name of Client/ Business of Client	Nature of contract	Total Contract Value	Income to you
1. /			\$	\$
2. /			\$	\$
3. /			\$	\$

7. Please provide a full description of all of your activities.

8. Please categorise the activities outlined above and indicate the approximate percentages of the gross income/fees each represents.

	%
	%
	%
	%
	%
	%
Total	100%

9. Are any of your products or services:

a) Involved with aircraft, watercraft, railway, military hardware or process control equipment?	Yes	No
b) Intended for use in nuclear, chemical oil/gas/petrochemical installation?	Yes	No
c) Prototypes, experimental or single product items?	Yes	No
d) Intended for use in surgical/medical applications?	Yes	No
e) Trading systems used in financial markets?	Yes	No

If **YES** to any of the above, please provide details

10.

Do you carry out work only under a standard contract signed by every client?	Yes	No
If NO, are all contracts vetted by a legally qualified person before being agreed?	Yes	No

11. Is the failure of any of your products or services liable to result in any of the following outcomes?

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

12. When contracting do you always:

a) Exclude liability for consequential, special or indirect damages, loss of profits and liquidated damages?	Yes	No
b) Cap your overall liability at a reasonable level?	Yes	No
c) Warrant a performance standard no greater than reasonable care and skill?	Yes	No
d) Work to a written specification with your clients outlining the scope of each job?	Yes	No
e) Ensure that changes to the scope of work are reflected in a written variation of the contract?	Yes	No
f) Only provide indemnities in respect of IPR, death, bodily injury or property damage?	Yes	No
g) Ensure your contacts stipulate a dispute resolution procedure?	Yes	No

If **NO** to any of the above, please provide details:

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13. Claims

a) Has any claim been brought against you arising from the performance of your business activities for a client or has anyone threatened to bring such a claim?	Yes	No
b) Are you aware of any shortcoming in your work for a client which is likely to lead to a claim against you?	Yes	No
this includes:		
i. A shortcoming known to you, but not your client, which you cannot reasonably put right;		
ii. A complaint from your client about your work or anything you have supplied which cannot immediately be resolved;		
iii. An escalating level of complaint from your client on a particular project;		
iv. A client withholding payment due to you after any complaint;		
c) Have you suffered any loss from the dishonesty or malice of any partner, director, employee or self employed freelancer?	Yes	No
d) Do you currently have any grounds, after reasonable enquiry, for suspecting that such a person has acted dishonestly or maliciously?	Yes	No

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

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Section 3 - Comprehensive General Liability Question Set

ONLY COMPLETE IF REQUIRED

1.

Do you undertake any work of a manual nature (such as installation, construction, alteration, maintenance or repair work), either through your own direct employees or through any subcontractors engaged by you? (For the avoidance of doubt, this does NOT include the installation of IT hardware or software but DOES include the type of work expected of an electrical contractor e.g. re-wiring an office).	Yes	No
Description :		

2.

Do you manufacture any products or do you supply any products that are manufactured by others? (This is not applicable to IT Consultants or IT Contractors, unless the failure of the product to perform its intended function could result in loss of life, bodily injury or destruction of or damage to physical property).	Yes	No
Description :		

3.

If you carry out any work in the USA is this greater than 20% of your total fee income?	Yes	No
Description :		

4.

Do you perform work above two stories in height (other than interior remodeling)?	Yes	No
If so, what percentage? _____% Maximum height _____ ft		
Description :		

5.

Do you perform any work below ground level?	Yes	No
If so, what percentage? _____% Maximum depth _____ ft		
Description :		

6.

Have you or will you perform work related to the following: gas stations, refineries, chemical plants, airports, public utilities, railroads, or hospitals?	Yes	No
Description :		

7.

Have there been any Liability claims against you in the last 5 years?	Yes	No
Description :		

Section 4 - Cyber Extension Question Set

ONLY COMPLETE IF REQUIRED

1. Please can you:

Provide a financial value for your IT network (including but not limited to hardware, software, cabling and firmware)	\$
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2. Please can you:

Estimate the total number of Personally Identifiable Information records, including employees and customers that your company holds.	
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Personally Identifiable Information is defined as: information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.

3.

Do you see this changing substantially in the next 12 months?	Yes	No
If "Yes", please provide details below.		

4. Please highlight which bands of Personally Identifiable Information records you hold:

Low Sensitivity	e.g. name, email address	Yes	No
Moderate Sensitivity	e.g. home address, protected health information, telephone numbers, Insurance policy number, date of birth, Individual tax number, driver's licence number, passport number	Yes	No
High Sensitivity	e.g. banking or saving account number, debit card number, credit card number	Yes	No

5.

Please estimate what proportion of the total number of Personally Identifiable Information records which you hold that include a highly sensitive element:	%
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6. How fast are you likely to incur a loss of profit as a result of an IT network compromise and a total system downtime?

Level 1: 48 hours+	Level 2: 24-48 hours	Level 3: 12-24 hours	Level 4: 1-12 hours	Level 5: Immediately
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7.

In the event of your IT network being subjected to a non-scheduled closure and total downtime, please estimate your maximum daily loss of profit (net profit before tax)	\$
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8.

Do you have a disaster recovery plan which protects you against any sudden or unexpected failure of your IT network and security breach/data compromise?	Yes	No
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If "No", please advise how you would deal with such an event in a time critical manner?

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If **“Yes”**:

	Yes	No
a. Is the back up system managed by a third party?		
b. How regularly is it tested?		
c. When was it last tested?		
d. How long did it take to switch to this back up system?		

In addition to the questions previously please confirm that you are able to comply with the statements made below. If, for whatever reason you are unable to confirm compliance with the below statements please provide an explanation to accompany this signed and dated document. Signing of the declaration will constitute compliance with the below statements.

Cyber Extension Statement of Fact

- a. You have a Chief Security Officer (CSO) or someone responsible for data security.
- b. You adhere to and comply with the following data security law where relevant: the federal Personal Information Protection and Electronic Documents Act (PIPEDA) and similar provincial Acts and regulation, and in the United States, "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, or as amended; Payment Card Industry (PCI) Data Security Standards.
- c. If the data held is medically related, you comply with the 'protected health' information as defined in the provincial legislation in Canada, or, in the United States, the Health Insurance Portability and Accountability Act of 1996, as amended.
- d. You ensure that all Personally Identifiable Information records are backed up and held at a secondary location.
- e. You have firewalls protecting all external IT network gateways.
- f. You use encryption tools to ensure the integrity and confidentiality of all Personally Identifiable Information records including those on removable media.
- g. You use anti-virus software and anti-spyware.
- h. You have a vulnerability assessment program that monitors for IT network security and data security breaches and ensures timely updates of antivirus and anti-spyware signatures and critical security patches.
- i. You have an internet and email usage policy written into all employment contracts which is clearly communicated to all employees.
- j. You implement a data protection policy for the handling of data including Personally Identifiable Information records which is clearly communicated to all employees.
- k. All Personally Identifiable Information records, including those contained in a physical form (paper, disks, CDs, hard drives), disposed of or recycled by a confidential and secure means which is recognised throughout the organisation.
- l. You have a privacy policy on your website.
- m. You have a specific policy for managing all 'opt-in'/'opt-out' marketing requests including the use/storage of cookies on a browsers system/device.
- n. You have a procedure for responding to allegations that content created, displayed or published is libelous, infringing intellectual property rights, or in violation of a third party's privacy rights.
- o. You have a "take-down" policy which allows you remove any third party content applied to any of your message boards, chat rooms or forums on your websites (including websites you may host for third-parties).
- p. You obtain written warranties and indemnities from third parties for content they have created for you (including advertising agents).
- q. Your business has never been declined for a Cyber and Data Security insurance policy, or had an existing policy cancelled.
- r. You have never experienced an event that did or may have given rise to a claim or circumstance under a cyber and data security policy, including but not limited to hacking incident, virus or malicious code attack, cyber extortion attempt, breach of secure data, wrongful disclosure of personal data or interference with rights of privacy?

AGREED:

NOT AGREED – PLEASE PROVIDE FURTHER INFORMATION:

Please read this paragraph carefully before signing the declaration:

It is essential that every Applicant or Insured when seeking a quotation to take out or renew any insurance discloses to the prospective Insurers all material facts and information (including all material circumstances) which might influence the judgement of an underwriter in deciding whether to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

Declaration

I/we declare that, after full enquiry, the contents of this application are true and that I/we have not misstated, omitted or suppressed any material fact or information. I/we agree that this application together with any other information supplied by me/us shall form the basis of any contract of insurance which may be effected. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the completion of the contract of insurance, I/we undertake to inform Insurers.

I/we hereby consent to any information I/we have provided being processed by you for the purposes of providing insurance and claims handling, which may necessitate sharing such information with third parties. Tokio Marine HCC – International Group may use this information for marketing (by post, telephone, e-mail or fax) subject to the conditions of the Data Protection Act. If you do not wish these details to be used for marketing please inform Tokio Marine HCC - International Group in writing. Under the Data Protection Act 1998 you have the right to access or amend the information we hold about you. If you would like to exercise either of these rights please contact Tokio Marine HCC - International Group.

Signature of Principal / Partner / Director _____

Date:

PLEASE USE THIS SPACE FOR ANY ADDITIONAL INFORMATION

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