

PremierTech

Technology Liability, Cyber and Public/ Product Liability

Proposal Form



Important Notices to the Applicant

Your duty of Disclosure

Before you enter into a contract of general insurance with Chubb, you have a duty to disclose to Chubb 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, on what terms.

You have the same duty to disclose those matters to Chubb before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that Chubb knows or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by Chubb.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Non-Disclosure

If you fail to comply with your duty of disclosure, Chubb may be entitled to void the contract from its beginning.

If your non-disclosure is fraudulent, Chubb may also have the option of voiding the contract from its beginning, to retain any premium that you have paid for this contract of insurance.

Change of Risk or Circumstances

You should advise Chubb as soon as practicable of any change to your normal business as disclosed in the proposal, such as changes in location, acquisitions and new overseas activities.

Subrogation

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the policy, that you will not seek to recover such loss or damage from that person, Chubb will not cover you, to the extent permitted by law, for such loss or damage.

Completing This Proposal 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.
- For all words in BOLD Green, please refer to definition in Glossary.

I. Company Information

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

Principal Address (Street, City & Country):

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: (USD)

	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:				%

Provide the approximate percentage of your revenue applicable to each:

Hong Kong	Other Asia	Australia/NZ	Europe	USA/Canada	Others	Total
%	%	%	%	%	%	100%

III. Limit of Insurance

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

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 (USD)

Technology E&O (professional indemnity)	☐ \$1m	☐ \$2m	☐ \$5m	☐ \$10m	☐ Other \$
Intellectual Property	☐ \$250,000	☐ \$500,000	☐ \$1m	☐ \$2m	☐ Other \$
Cyber First Party (Incident Response)	☐ \$250,000	☐ \$1m	☐ \$2m	☐ \$5m	☐ Other \$
Public Liability	☐ \$5m	☐ \$10m	☐ \$20m	☐ Other \$	
Product Liability	☐ \$1m	☐ \$5m	☐ \$10m	☐ Other \$	

Please select your desired excess: (USD)

Technology E&O		☐ \$5,000	☐ \$10,000	☐ \$25,000	☐ \$50,000	☐ Other \$	
Cyber		☐ \$5,000	☐ \$10,000	☐ \$25,000	☐ \$50,000	☐ Other \$	
Personal injury	☐ \$1,000	☐ \$5,000	☐ Other \$	Property Damage	☐ \$1,000	☐ \$5,000	☐ 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 (complete b.)		Systems Integration Projects		Advertising	
Software Application Development		Payment Processing		Manufacturing Own Product (complete c.)	
Custom Software Development		Fintech		Contract Manufacturer Product (complete c.)	
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:	

b. Please describe your consulting activities:

c. Please describe your Manufacturing Activities, including type of products (i.e. Components such as Printed Circuit Boards or complete hardware such as Computers), application of product (i.e. automotive critical vs. non critical, consumer electronics) and % breakdown by total revenue for each end-use Product. Please be sure to note any products incorporating Lithium-ion batteries or are components to autonomous vehicles.

d. 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		
Cryptocurrency		
Data Aggregators		
Gambling		
Government and Local Authorities		
Military Guidance Systems		
Public Transportation		
Online Exchanges and Trading Platforms		
Satellites and Space		
Social Media		
Utilities / Energy Producers		

e. 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 customised 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 %

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 **sensitive records**? %

j. Provisions to address the obligations to notify affected persons or organisations following an actual **Data Breach**? %

k. An Entire Agreement Clause? %

l. A Force Majeure Clause? %

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?

☐ Yes ☐ No

If **Yes**, 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?	☐ Yes ☐ No
4. Do you require subcontractors to carry public and product liability?	☐ Yes ☐ No
5. Do you maintain full subrogation rights against your subcontractors?	☐ Yes ☐ No

VII. Consequential Loss

1. Please select the likely result of a failure of your products or services or delay in their implementation. *Choose all that apply*

☐ Loss of life or injury	☐ Immediate and large financial loss	☐ Damage or destruction of property
☐ Significant cumulative financial loss	☐ 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?	☐ Yes ☐ No
2. Do you have a written and formalised quality control programme?	☐ Yes ☐ 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?	☐ Yes ☐ No
b. Are there change control provisions to deal with changes and scope creep made and signed by both parties in writing?	☐ Yes ☐ No
c. Is there a formal customer acceptance process upon delivery of your products and services?	☐ Yes ☐ 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: - Formalised, written quality control plans - Production design sign off Acceptance and sign off procedures for statements of work or contracts - Prototype development protocols - Batch testing	☐ Yes ☐ No
6. Do you have Product Recall Procedures in place? If yes, please provide details or copy of procedures.	☐ Yes ☐ No
7. Maximum unique monthly visitors to company URL:	

Data Privacy

1. How many Sensitive Records of unique individuals or organisations are stored or transmitted on your computer system?		
2. Which of the following types of Sensitive Records do you store, process, transmit or otherwise have responsibility for securing?		
a. Personally Identifiable Information (PII) Records	☐ Yes ☐ No	
b. Credit card numbers, debit card numbers or other financial account numbers	☐ Yes ☐ No	
c. Healthcare or medical records	☐ Yes ☐ No	
3. Is any payment card information processed in the course of your business?		☐ Yes ☐ No
If Yes , please indicate the level of PCI DSS compliance	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 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	☐ Yes ☐ No	
b. Searches conducted for all trademark, copyright and patent applications	☐ Yes ☐ No	
c. Release or consent sought from third party right owners where content is not your own	☐ Yes ☐ No	
d. Legal counsel is consulted prior to release of all new products	☐ Yes ☐ No	
e. Legal counsel review all content prior to publication	☐ Yes ☐ 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?		☐ Yes ☐ No
4. Have your privacy policy, terms of use, terms of service and other customer policies been reviewed by legal counsel?		☐ Yes ☐ No
5. Do you Maintain Forums or Social Media	☐ Yes - Active Management ☐ Yes - Passive Management ☐ No	
6. Do you have Clearance Procedures for any publication		☐ Yes ☐ 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
☐ Dedicated staff member governing data	☐ Firewalls & Antivirus	☐ Business continuity plan
☐ Dedicated staff member governing IT	☐ Vulnerability scans	☐ Disaster recovery program
☐ Formal privacy policy approval by legal counsel	☐ Advanced Endpoint Protection	Data Backups: ☐ Daily ☐ Weekly ☐ Less than weekly
☐ Ongoing staff training on cyber-related matters	☐ Intrusion Detection Systems	Critical System Backups ☐ Daily ☐ Weekly ☐ Less than weekly
☐ Maintain compliance with all applicable privacy regulations, including GDPR	☐ Encryption of data in transmission	☐ Backups stored in an offline environment and not connected to the rest of your network(s)
☐ Regularly tested cyber incident response plan	☐ Encryption of data in at rest and in backups	☐ Duplication/redundancy of critical systems in an offline environment
☐ Security vulnerability	☐ Multi-factor authentication	Estimated hourly Business Interruption Cost: USD Estimated hourly Business Interruption cost of Cloud Service Provider: USD

Governance	Protections	Business Continuity
☐ Use of Threat Intelligence	☐ External penetration testing at least annually	
☐ Access Management	☐ 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
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
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
4. Do Third Parties (Clients) rely on your network?					☐ Yes ☐ No
a. If yes, is there segmentation between critical and non-critical systems?					☐ 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
The undersigned authorised officer declares that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Named Insured, to effect insurance, the undersigned agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

Commission Disclosure

The Applicant understands, acknowledges and agrees that, as a result of the applicant purchasing and taking up the policy to be issued by Chubb Insurance Hong Kong Limited (Chubb), Chubb will pay the authorised insurance broker commission during the continuance of the policy including renewals, for arranging the said policy. Where the Applicant is a body corporate, the authorised person who signs on behalf of the applicant further confirms to Chubb that he or she is authorised to do so.

The Applicant further understands that the above agreement is necessary for Chubb to proceed with the application.
The above disclosure statement is only applicable in situations where an insurance broker is used to purchase/place a policy.
The undersigned, on behalf of the Named Insured and all of its subsidiaries.

Name of Director, Officer, or Risk Manager:	
Signature:	
Date:	

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

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

Personal Information Collection Statement

Chubb Insurance Hong Kong Limited (“**We/Us**”) want to ensure that Our Insured Persons (“**You**”) are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** (“**Personal Data**”), the circumstances when **Personal Data** may be disclosed and information regarding Your rights to request access to and correction of **Personal Data**.

A. Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing your and our rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use your **Personal Data** in other ways with your consent.

B. Direct Marketing

Only with your consent, **We** may also use your contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS.

C. Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell Your **Personal Data** to any third party. **We** limit the disclosure of Your **Personal Data** but, subject to the provisions of any applicable law, Your **Personal Data** may be disclosed to:

- i. third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- ii. our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- iii. the insurance intermediary through which **You** accessed the system;
- iv. provided to others for the purposes of public safety and law enforcement; and
- v. other third parties with your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of Your **Personal Data** outside of Hong Kong.

D. Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance (“PDPO”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct Your **Personal Data** as requested by **You** unless there is an applicable exemption under the PDPO under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer
39/F, One Taikoo Place,
979 King's Road,
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Privacy.HK@chubb.com

Your request to obtain access or correction will be considered within forty (40) days of our receipt of your request. **We** will not charge **You** for lodging a request for access to Your **Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurer. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, mid-sized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

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