



Technology E&O Questionnaire

Company Name _____

Contracts

1. What is the size of the Company's 3 largest active customer contract in terms of annual revenue? \$ _____

Client	Nature of Contract/Service	Contract Value & Duration

2. What is the Company's average contract value? \$ _____

3. What is the Company's largest contract value? \$ _____

4. What is the Company's average contract length in months?

a. From what percentage of customers does the Company obtain written contracts, purchase orders or user acceptance agreements? _____ %

b. Does the Company require an attorney to review and approve all modifications to its standard contract/agreement? Yes No

If no, please detail what procedures are in place to review such changes and which individual/role has the authority to approve such modifications:

c. What percent of the Company's customer contracts, purchase orders or user agreements contain:

- 1. Specific descriptions of the professional services being provided? _____ %
- 2. A limitation of liabilities to cost of products or services or some dollar amount? _____ %
- 3. A warranty disclaimer? _____ %
- 4. Hold harmless or indemnity agreements inuring to the benefit of the Company? _____ %
- 5. Hold harmless or indemnity agreements inuring to the benefit of customers? _____ %
- 6. Formalized change order processes requiring signoff by both parties? _____ %
- 7. Conditions of customer acceptance of products/services? _____ %
- 8. A full disclaimer for acceptance of consequential damages? _____ %
- 9. A full disclaimer for acceptance of liquidated damages? _____ %
- 10. Provisions for the ownership of intellectual property? _____ %
- 11. A Dispute Resolution Clause? _____ %

Independent Contractors

Yes No

If the Applicant uses independent contractors and/or subcontractors:

- 1. What percentage of the Company's revenue is derived from work subcontracted to others? _____ %
- 2. Does the Company always use a written contract upon engagement of contractor? Yes No
- 3. Does the Company require that subcontractors carry professional liability or Technology E&O insurance with liability limits of at least \$1,000,000? Yes No
- 4. Does the Company obtain written contracts from subcontractors containing indemnification or hold harmless agreements in favor of the Company? Yes No
- 5. Do all contracts with independent contractors include provisions for the ownership of intellectual property? Yes No

Quality Control	Yes	No
1. Does the Company have formal customer acceptance, milestone management and customer signoff procedures, including obtaining final acceptance letters?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Company have a process in place to handle and resolve client complaints?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the Company have a written and formalized quality control program, including software development methodologies, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Company have a formal policy and procedures in place to ensure products or services do not infringe on third party intellectual property rights?	<input type="checkbox"/>	<input type="checkbox"/>

Insurance Information	Yes	No
1. In the past 5 years, has the Company been party to any disputes involving errors, omissions, negligent acts or unintentional breach of contract related to:		
a. the performance of Technology Services?	<input type="checkbox"/>	<input type="checkbox"/>
b. the provision of Technology Products?	<input type="checkbox"/>	<input type="checkbox"/>
If yes to any of the above , please provide details of the incident in a separate attachment that describes the issue including relevant dates, the customer involved, the allegations, the total dollar amount of all expenses (<i>including defense, settlements, and/or judgments</i>) incurred in connection with the issue, and a summary of any steps taken to address the actual/alleged problem or avoid its recurrence.		
2. Are you aware of any errors, omissions, negligent acts or unintentional breach of contract involving the Company that you have reason to believe will result in a claim under this Technology Errors and Omissions Coverage?	<input type="checkbox"/>	<input type="checkbox"/>
It is understood and agreed that if you responded yes to the question above, there is no coverage for any claim based upon, arising out of, or in any way involving such errors, omissions, negligent acts or unintentional breach of contract.		

Fraud Warnings

Alabama, Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and/or confinement in prison. In Alabama, a person may also be subject to restitution.

Colorado, Maine, Tennessee, Virginia, Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, and/or a denial of insurance benefits. In Colorado, penalties may also include civil damages. In Colorado, any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy- holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warnings *Continued*

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in other states: Your policy may be void in any case of fraud, intentional concealment or misrepresentation of material fact by you in securing this insurance.

Representations and Signatures

The undersigned declares that to the best of his or her knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every person and entity proposed for this insurance to facilitate the proper and accurate completion of this application. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this application and the effective date of the Policy, which would render this application inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately. The signing of this application does not bind the undersigned to purchase the insurance.

It is agreed by the Company and the Insured Persons that the particulars and statements contained in this application and any information provided herewith (*which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto*) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed that the statements in this application or any information provided herewith are their representations, they are material, and any Policy issued is in reliance upon the truth of such representations.

Applicant Signature _____ Title _____ Date _____

Printed Name _____

Agent Name _____ Agent Signature _____

NOTE: This Application, including any material submitted herewith will be treated in strictest confidence.