

Video Game Developers' Professional Indemnity Insurance

Proposal Form

Insurance for your reputation



MFL

MFL

MFL





Video Game Developers' Professional Indemnity Proposal Form

IMPORTANT INFORMATION REGARDING COMPLETION OF THIS FORM

Method Of Completion

- This proposal form may be completed in ink or electronically, provided you print out an original and sign and date the declaration;
- ALL questions must be answered (if necessary comment as "not applicable" or "none");
- Please review the complete document before signing and dating the declaration;
- A faxed or electronic copy will enable work to commence on your behalf straight away.

Presentation

- Insurers see many proposals during the course of a working day and it is therefore important that your proposal form is completed fully, clearly and accurately. First impressions really do count here;
- If there is insufficient space in the proposal form or simply to provide underwriters with a better understanding of your experience, expertise or activities, please supply additional information on your letter headed paper;
- CVs of your principals should be supplied if you have not previously been insured or if any principal has been in their current position fewer than five years;
- Standard contract conditions, brochures or other marketing material should be supplied if this helps to describe the activities undertaken or the potential professional liabilities faced;

Disclosure

- You have a legal duty to disclose to insurers all material information which may affect their judgement in determining whether to provide you with insurance and if so on what terms. In the case of renewal of existing insurance arrangements, this includes any material changes to information already disclosed to insurers;
- If you are in any doubt as to whether or not information is material, you should disclose it, even if there is no specific relevant question in the proposal form;
- It is particularly important to disclose all potential professional negligence claims that may be made against you and to notify your current underwriters of such matters as appropriate;
- Failure to disclose material information may give underwriters the right to avoid any contract of insurance they may subsequently issue, with the consequence that you will not be protected for any claims notified under that insurance.

Contact



Mark Philmore
T: 0113 3662359
E: markp@m-f-l.co.uk

Section 1: Business Profile

1. NAME(S) OF INSURED/PROPOSER (including all trading names of entities to be Insured):

(Please include any predecessors for whom cover is required)

2. ADDRESS OF THE PRINCIPAL OFFICE:

(Please list all other locations by Town or Country if overseas and identify the supervising Partner/Director at each location. Please provide on appendix sheet if required)

ALL OTHER ADDRESSES BY TOWN AND COUNTRY:

Principal Contact:

Telephone Number:

Email:

Fax Number:

Website:

3. DATE OF COMMENCEMENT OF CURRENT BUSINESS:

DATE OF COMMENCEMENT OF AND CESSATION OF FORMER BUSINESS (If Applicable):

REASON FOR CESSATION OF FORMER BUSINESS:

4. PARTNERS/DIRECTORS/SOLE PRACTITIONERS

Names of Partners/ Directors/Principal/Sole Practitioner	Age	Qualifications & Professional Associations	Date Qualified	Number of Years as Partner/Director/Sole Practitioner

Please supply CVs for any Partner(s)/Director(s)/or Principal with less than 5 years relevant experience.

5. NUMBER OF STAFF:

Principals:		Managers/Producers:		Developers and Other Technical Staff:	
Support Personnel:		Sales and Marketing:		Other:	

6. RECENT CHANGES? - During the last six years, has the name(s) of the Insured /Proposer changed or has any amalgamation or acquisition taken place, or have there been changes of Partners/Directors/Sole Practitioners? (i.e. departed, retired or deceased etc) Yes No

If you've answered 'yes', please give details below:

7. CURRENT INSURANCE ARRANGEMENTS - please advise

Limit of Indemnity	Excess	Premium £	Insurer	Renewal Date	Period continuously insured
					Years

- PREVIOUS INSURANCE - Has any similar insurance for this insured/Proposed or any Partner/Director/Principal been declined, cancelled or renewal refused? Yes No

If you've answered 'yes', please give details below:

8. QUOTATIONS REQUIRED (If unsure, please contact to discuss or request "Please obtain various")

Limit of Indemnity			
Excess (es) £			

Section 2: Professional Risk Profile

1. TURNOVER INCLUDING ALL FEES - Please advise (for new insured(s)/proposer(s) start ups, please estimate the expected turnover/fee income)

	Actual for last completed financial year	Estimate for Current Financial Year	Estimate for Next Financial Year
Work Carried Out For UK Clients			
Word Carried Out For US/ Canadian Clients Not Subject To US/Canadian Law			
Work Carried Out For US/ Canadian Clients Subject To US/ Canadian Law			
All Other Work			

Question 1 continued over the page.

1. **TURNOVER INCLUDING ALL FEES** - Please advise (for new insured(s)/proposer(s) start ups, please estimate the expected turnover/fee income)

	Actual for last completed financial year	Estimate for Current Financial Year	Estimate for Next Financial Year
Total	£	£	£
Operating Profit	£	£	£
Financial Year End:			

2. **BREAKDOWN OF ACTIVITIES**

Split of turnover including fees in the last completed financial year or if a new firm, your anticipated figures.

Video Game Development	
PC – In-House Development	£
PC – Development For Others	£
Console – In-House Development	£
Console – Development For Others	£
Web Gaming – In-House Development	£
Web Gaming – Development For Others	£
Mobile Apps – In House Development	£
Mobile Apps – Development For Others	£
Other Platforms – In-House Development	£
Other Platforms – Development For Others	£
Hardware (Consoles, Controllers and Other Equipment)	
Hardware - Own Manufacture	£
Hardware – Manufactured On your Behalf By Others	£
Other Work Not Specified Above (Please provide details of activities undertaken)	£
TOTAL TURNOVER INCLUDING FEE INCOME	£

How long is the game development process?	Longest:	Typical:
---	----------	----------

3. **PROJECT PROFILE** - Please list the five largest games (by contract value or revenue generated) developed during the last SIX years or if a new business, the largest games by value anticipated in the next 12 months.

Start Date/End Date	Name of Client and Business of Client	Nature of Contract	Total Value	Your Income

4. SUB CONTRACTORS

Do you use sub-contractors e.g. for developing specific aspects of games?

Yes

No

If you've answered 'yes', please state:

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

 %

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

c) Do you ensure they have their own professional indemnity insurance?

Yes

No

5. CONTRACTS

Do you enter into contracts with your customers in which you accept liability for consequential loss or financial damages?

Yes

No

If you've answered 'yes', please give details below:

Do you carry out work only under a standard contract signed by every client?

Yes

No

If you've answered 'yes', please supply a copy of your standard form of contract, or otherwise a typical example of contracts used.

If you've answered 'no', are all contracts vetted by a legally qualified person before being agreed?

Yes

No

Do you commit clients to contracts with third parties?

Yes

No

If you've answered 'yes' to any of the above questions, do you always obtain your clients' written acceptance of the terms of contracts before committing them?

Yes

No

Are all deviations to the agreed specification(s) documented through a change control process?

Yes

No

If you've answered 'no' to any of the above questions, please provide details.

Section 3: Managing Intellectual Property

1)	Are any of the games developed under a third party licence agreement (i.e. where the primary intellectual property rights used in a game are owned by a third party)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
i)	If you've answered 'yes', do you have a written agreement with the relevant licence owner in each case covering your development of the game and your exploitation of the appropriate rights?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
ii)	If you've answered 'yes', do your agreements contain an indemnity from the licence owner against any claims arising from the use of their intellectual property where it has been used as set out in your agreement with them?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2)	Are any of your games developed based upon a brand that you have created internally (i.e. an original concept game)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
i)	If you've answered 'yes', have you registered all the relevant domain names, trade marks and design rights?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3)	Do you use any third party companies to design and or develop games or any part of their content (including music, scripts and art work), for you?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
i)	If you've answered 'yes', do you have written agreements in place with all these third parties covering the development arrangement?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
ii)	If you've answered 'yes', do these assignments either assign all intellectual property rights to you, or grant you a licence to do everything you want with a game?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
iii)	If you've answered 'yes', do your agreements contain an indemnity from the developer against any claims arising from work undertaken by them that infringes any third party intellectual property rights where it has been used outside of the scope of your agreement with them?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
iv)	If you've answered 'yes', do you require all third party developers to carry their own professional indemnity insurance?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4)	Do you use any third party advertising or product placement in any of your games?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
i)	If you've answered 'yes', do you have an agreement in place with the relevant product owner that clearly details the use of their IPR?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5)	Do you use any third party secondary IP within any of your games (e.g. music of soundtracks, sports star names and images, sports stadiums or track designs, elements of movie scripts, digitalised photos, video clips, voice clips, trademarks, etc.)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
i)	If you've answered 'yes', do you have a written process of obtaining licences for all intellectual property identified?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6)	Do you have a written agreement with all third-party owners detailing the basis upon which the content can be used within your game? If you've answered 'yes', please provide details below.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

- 7) Does your QA process include a step for ensuring that all third party intellectual property rights are being used in accordance with the written agreements that you have negotiated? Yes No
- 8) Do you ensure that all third-party rights owners sign-off game content prior to official release? Yes No
- 9) Do you have a formal process in place for training and informing all staff of relevant IP infringement issues, rules and laws? If you've answered 'yes', please explain. Yes No

- 10) Do you examine or respond to unsolicited game ideas without the use of appropriate legal disclaimers? Yes No
- 11) Do you employ a specific person to manage and sign off all IP issues? If you've answered 'yes', please provide details below. Yes No

Name:	Position:	No of years of IP experience:

8. ADDITIONAL INFORMATION

Please use the space below to provide any additional information that may be material to your application.

9. CLAIMS AND/OR CIRCUMSTANCES

PLEASE NOTE: IT IS IMPERATIVE THAT SECTION (A) AND (B) OF THIS QUESTION ARE ANSWERED CORRECTLY AS FAILURE TO DO SO COULD PREJUDICE YOUR RIGHTS UNDER YOUR PROFESSIONAL INDEMNITY INSURANCE. WHERE NECESSARY, PLEASE PROVIDE DETAILS ON AN APPENDIX SHEET.

(a) CLAIMS &/OR CIRCUMSTANCES NOTIFIED TO INSURERS Yes No

During the last ten years, has the Insured/Proposer notified to Professional Indemnity Insurers;

i) any claims that have been made against the Insured/Proposer listed in Question 1 Section 1, or against any present or former principals or employees of the Insured/Proposer ;

ii) any circumstances of which you were aware that could be/could have been potential claims against the Insured/Proposer, or against any present or former principals or employees of the Insured/Proposer;

If you've answered 'yes', please provide details below:

Claim Status: (Open/Closed)	Date of Notification:	Brief Details of the claim/circumstance:	Amounts Paid by Insurers:	Outstanding Reserves:
			£	£
			£	£
			£	£

(b) OTHER CLAIMS &/OR CIRCUMSTANCES Yes No

After enquiry of all principals and professional staff of the Insured/Proposer, are you aware of any other claims and/or circumstances that may give rise to claims against the Insured/Proposer, and which have not yet been notified to insurers?

If you've answered 'yes', please provide full details including amounts involved:

(c) DISHONESTY Yes No

Have you suffered any loss from the dishonesty or malice of any partner, director, employee or self-employed freelancer or do you have any grounds, after reasonable enquiry, for suspecting that such a person has acted dishonestly or maliciously?

If you've answered 'yes', please provide full details including amounts involved:

DECLARATION

I/We agree that this proposal, together with any other information supplied by me/us shall form the basis of any subsequent contract of insurance.

I/We agree that where information has been inserted on our behalf, we have reviewed such information and confirm the information is accurate and correct.

Signed:

Partner/Director/Practitioner

For and on behalf of:

Date:

 **Professional**
INSURANCE BROKERS

 **Professional Partnerships**
INSURANCE BROKERS

 **Science & Technology**
INSURANCE BROKERS

 **PI Manager**
PROFESSIONAL LIABILITY RISK CONTROL

Manchester - Barlow House, Minshull Street, Manchester, M1 3DZ
Leeds - 2 Wellington Place, Leeds, LS1 4AP

T: 0161 236 2532 F: 0161 236 2583 Email: info@m-f-l.co.uk Web: www.m-f-l.co.uk
McParland Finn Ltd is authorised and regulated by the Financial Conduct Authority.