

Information and Communication Technology Liability Insurance Proposal Form

Intermediary: _____

This is your proposal for insurance. It will be the basis of any subsequent insurance policy that Raheja QBE may issue to you. You are obliged to provide Raheja QBE with a full and frank disclosure of any and all facts that may be material to Raheja QBE's decision to grant a policy or the terms upon which it should be granted. It is therefore important that on behalf of all proposed insureds you answer fully and accurately all of the questions contained in this proposal, that you provide Raheja QBE with any and all information that may be relevant, and you inform Raheja QBE in writing if there is a change in the information provided in this proposal or otherwise between now and the date the Policy is granted.

Your failure to comply with the obligation may result in the rejection of a claim and/or the avoidance of the Policy. If you are in any doubt about the information to be given, please seek the advice and guidance of your insurance advisor or agent. If there is insufficient space in this proposal for you to provide relevant information, whether as requested or otherwise, please attach a separate sheet to this proposal and return it to Raheja QBE.

Raheja QBE is under no obligation to accept any proposal for insurance. If Raheja QBE accepts a proposal for insurance, it shall be subject to the policy terms, conditions and exclusions.

THE APPLICANT/S							
Name(s) in full of all entities to be Insured including subsidiaries.	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"></td> <td style="border: none; text-align: right;">Phone No.</td> </tr> <tr> <td style="border: none;">Fax No.</td> <td style="border: none; text-align: right;">Web Address: www.</td> </tr> </table>		Phone No.	Fax No.	Web Address: www.		
	Phone No.						
Fax No.	Web Address: www.						
Communication Address							
Permanent Address of head/ principal office	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"></td> <td style="border: none; text-align: right;">Postcode</td> </tr> <tr> <td style="border: none;">Are you the owner of these premises <input type="checkbox"/></td> <td style="border: none; text-align: right;">or a tenant <input type="checkbox"/></td> </tr> </table>		Postcode	Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>		
	Postcode						
Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>						
Address(es) of branch office or other locations	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"></td> <td style="border: none; text-align: right;">Postcode</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: right;">Postcode</td> </tr> <tr> <td style="border: none;">Are you the owner of these premises <input type="checkbox"/></td> <td style="border: none; text-align: right;">or a tenant <input type="checkbox"/></td> </tr> </table>		Postcode		Postcode	Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>
	Postcode						
	Postcode						
Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>						
When was the Business established?	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none; text-align: center;"> _____ / _____ / _____ </td> <td style="border: none;"> Period of Insurance: From _____ / _____ / _____ to _____ / _____ / _____ at _____ hrs </td> </tr> </table>	_____ / _____ / _____	Period of Insurance: From _____ / _____ / _____ to _____ / _____ / _____ at _____ hrs				
_____ / _____ / _____	Period of Insurance: From _____ / _____ / _____ to _____ / _____ / _____ at _____ hrs						

DETAILS OF BUSINESS							
1.	Name of all Partners/ Principals/Directors	Age	Qualifications	Date Qualified	Period Practicing as Partner/Principal/Director		
					This Practice	Previous Practices	
2.	Please supply total numbers of:						
	(i) Partners/Principals/Directors		(v) Non-technical administrative staff				
	(ii) Professional qualified staff		(vi) Clerical staff – typists, receptionist etc.				
	(iii) Other technical staff		(vii) Other staff (please specify)				
	(iv) Trainee Staff		Total all Partners/Principals/ Directors and staff				
If not contained on your website, please enclose curriculum vitae or resumes for all Partners/Principals/Directors detailing qualifications and a summary of career experience.							
3.	Has the name of the Business ever been changed?					Yes <input type="checkbox"/> No <input type="checkbox"/>	
4.	Has any other business amalgamated or merged with you?					Yes <input type="checkbox"/> No <input type="checkbox"/>	
5.	Have you purchased any other business?					Yes <input type="checkbox"/> No <input type="checkbox"/>	
6.	Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other business?					Yes <input type="checkbox"/> No <input type="checkbox"/>	
	If you have answered "Yes", to any of the above, please supply details.						

DETAILS OF BUSINESS (continued)		
7.	Please provide details of:	
	a) the precise nature of the activities of the Business, including primary purpose of software/systems provided, sold or licensed.	
	b) any advice given in relation to the activities of the Business.	
	c) the approximate percentage of your gross income derived from the following business activities.	%
	Hardware Sales	%
	Hardware Sales (Own Developed)*	%
	Third Party Software Sales	%
	Software Sales (Own Developed)*	%
	Data Communication Services (ISP)*	%
	Telecommunication Services*	%
	Integration Services	%
	Maintenance Services	%
	Data Processing/Warehousing Services	%
	Bureau Services	%
	General Consultancy	%
	Other (Please Describe)	%
	Total	100%
	<i>*Addendum form to be completed.</i>	
8.	Have you previously been, or are you currently, or do you intend to be, within the Period of Insurance, a part of a joint venture, partnership or consortium? <i>If "Yes", please supply details.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Joint Venturer	Details

9.	Do you provide, to any third party, any indemnity against infringement of another third party's intellectual property? <i>If "Yes", please provide copy of the indemnity clause.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
10.	Do you have sole legal rights to the intellectual property licensed/sold/shared? <i>If "No", please provide details.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
11.	Do you act as an agent for any company(s)? <i>If "Yes", please provide details.</i>	
12.	Are you involved in system integration/outsourcing contract(s)? <i>If "Yes", what is the typical project size?</i> <input type="checkbox"/> Single user location with less than 25 users/sites <input type="checkbox"/> Multi-user locations with less than 75 users/sites <input type="checkbox"/> Multi-user location in excess of 76 users/sites	Yes <input type="checkbox"/> No <input type="checkbox"/>
13.	Please provide brief description and contract value for the five (5) largest contracts undertaken over the past five (5) years.	
14.	Does any contract or client represent more than 50% of your annual work or fees? <i>If "Yes", please supply details.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	Do you engage consultants, sub-contractors or agents? <i>If "Yes",</i>	
	a) Do you insist they carry their own Information & Communication Technology Liability Insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	b) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents?	Yes <input type="checkbox"/> No <input type="checkbox"/>

16.	Do you have all employees, consultants and subcontractors assign you their intellectual property rights? <i>(If "Yes", please provide copy of standard agreement.)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
17.	Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months?	Yes <input type="checkbox"/> No <input type="checkbox"/>
18.	Do you perform work outside India, or work for clients located overseas? <i>If "Yes", to 17 or 18 please supply details.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>

FINANCIAL DETAILS

19.		India	Overseas			
	a) Annual gross wages	INR	INR			
	b) Annual gross turnover	INR	INR			
	c) Largest annual fee for any one client	INR	INR			
	d) Please provide the approximate percentage of your activities (based on turnover) applicable to each country.					
	Country	India	Asia	Europe	USA/Canada	Other
	% of Income	%	%	%	%	%

CLAIMS DETAILS

20.	Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct? <i>If "Yes", please supply details.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
21.	a) Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Business or any of its predecessors in business or any prior business of any of its present or former Partners, Principals or Directors, or have circumstances been notified or should have been notified to insurers that might give rise to a claim?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
	b) Have you had any claims made, threatened or intimated against you for Information & Communication Technology Liability including Professional Indemnity & Product Liability?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
	c) Are there any facts or circumstances which might give rise to a claim? <i>If "Yes", to either a) or b) or c) please provide the following details in respect to each matter.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
	Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalized or Outstanding

22.	<p>Are any of the Partners, Principals or Directors, after enquiry, aware of any claim or circumstance that might give rise to a claim against the Business or any prior business or any of their present or former Partners, Principals or Directors, which matter is not referred to in Question 21 above?</p> <p><i>If "Yes", please provide the following details in respect to each matter.</i></p>	Yes <input type="checkbox"/> No <input type="checkbox"/>															
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">Name of Claimant or Potential Claimant</th> <th style="width:33%;">Brief Description of Matter</th> <th style="width:34%;">Estimate of Potential Liability</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability													
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DATE RECOGNITION		
23.	<p>Are any of your services, software or hardware provided, sold, licensed, or shared, used or have been used to assist in meeting Date Recognition Conformity?</p> <p><i>If "Yes", please fully describe and state the percentage of income received from these Services/software/hardware related to your total turnover.</i></p>	Yes <input type="checkbox"/> No <input type="checkbox"/> Percentage _____%

DETAILS OF INSURANCE COVER			
24.	a) Does the Business presently carry, or has it ever carried, Information and Communication Technology Liability Insurance? (If "Yes") Yes <input type="checkbox"/> No <input type="checkbox"/>		
	Insurer:	Limit of Indemnity:	
	Expiry Date:	Premium:	
	b) Has the Business or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? <i>If "Yes", please supply details.</i> Yes <input type="checkbox"/> No <input type="checkbox"/>		

COVER REQUIRED		
25.	Limit of Liability	Deductible/Excess
Section A – Errors or Omission:	INR	INR
Section B – Bodily Injury/Property Damage:	INR	INR
Please indicate any Optional Extension for which you seek cover.		
Increased Aggregate Liability (Reinstatement)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Third Party Intellectual Property Coverage	Yes <input type="checkbox"/> No <input type="checkbox"/>	



RAHEJA QBE GENERAL INSURANCE CO. LTD.

DECLARATION

I hereby declare and warrant that to the best of my knowledge and belief that the answers given above are complete and accurate in all respects and represent the true position and that I have not withheld any information material to this proposal. I agree that this proposal, the declarations and accompanying documents or papers and any information provided hereafter shall form the basis of the contract proposed with Raheja QBE.

I/We hereby give my/our consent to Raheja QBE General Insurance Company Limited ('the Company') to verify and obtain my/our identity/address proof as well as the identity /address proof of the insured through Central KYC Registry or UIDAI or through any other modes for the purpose of undertaking KYC.

I/We hereby declare and confirm that the premium has been paid out of legally acquired sources of income and the subsequent premiums if any, will continue to be paid out of legally declared and assessed source of income.

I/We agree that the Policy shall become voidable at the option of the Company, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the personal statement, declaration and connected documents, or if any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.

I hereby declare and warrant that to the best of my knowledge and belief the answers given above and documentation submitted are true, complete and accurate and that I have not withheld any information material to this proposal. I agree that the information in this form and the accompanying documentation submitted shall form the basis of the contract proposed between me and the Company.

Are you or any of the proposed applicants/beneficial owner a PEP* or a close relative of a PEP*? YES / NO

If yes, please give details:.....

*Politically Exposed Persons (PEPs) are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States/ Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc

Name of Business: _____

Signed _____

Date: ____ / ____ / ____

Partner, Principal or Director

Claims Made Policy (Section A only)

The application for Errors or Omission cover is for a "claims made" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal/ application form for the current period of cover or on any previous proposal/application form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

Section 41 of Insurance Act 1938 - PROHIBITION OF REBATES

No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out renew or continue an insurance in respect of any kind of risks relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy; nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to ten lakh rupees