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 APPLICANTS	
Name(s) in full of all entities to be Insured including subsidiaries.	
	Phone No.
	Fax No. Web Address: www.
Communication Address	
Permanent Address of head/ principal office	
	Postcode
	Are you the owner of these premises ☐ or a tenant ☐
Address(es) of branch office or other locations	Postcode
	Postcode
	Are you the owner of these premises ☐ or a tenant ☐

When was the Business established?	____/____/____	Period of Insurance: From ____/____/____ to ____/____/____ at _____ hrs
Email id of the insured		
Mobile no. of the insured		
Bank account details:	Account no. _____ Account Type(Saving/Current)_____ Name of the Bank & Branch_____ MICR Code(9 digit)_____ IFSC Code (11 character code)_____	
Nomination details:		

	1st Nominee	2nd Nominee	3rd Nominee	4th Nominee
Name of Nominee				
Date of Birth of Nominee	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Nomination	_____%	_____%	_____%	_____%
Relation with the Insured				
Mobile No.				
Email ID				
Present Address				
Permanent Address				
Details of authorised person in case if the nominee is a minor-				

Bank account details of the nominee

	1st Nominee	2nd Nominee	3rd Nominee	4th Nominee
Account no.:				
Account Type- Saving/Current:				
Name of the Bank & Branch:				
MICR code(9 digit)				
IFSC code (11 character code):				

Note: In case of more than 1 nominee, please attach a separate annexure mentioning all the detail of the nominees with their share in %:

* Do you wish to avail a physical copy of your policy documents? ☐ Yes ☐ No.

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 vitaes 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 ☐ No ☐
4.	Has any other business amalgamated or merged with you?	Yes ☐ No ☐
5.	Have you purchased any other business?	Yes ☐ No ☐
6.	Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other business?	Yes ☐ No ☐
	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%

**Addendum form to be completed.*

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? *If "Yes", please supply details.*	Yes ☐ No ☐

Joint Venturer	Details

9.	Do you provide, to any third party, any indemnity against infringement of another third party's intellectual property? *If "Yes", please provide copy of the indemnity clause.*	Yes ☐ No ☐
10.	Do you have sole legal rights to the intellectual property licensed/sold/shared? *If "No", please provide details.*	Yes ☐ No ☐

11.	Do you act as an agent for any company(s)? *If "Yes", please provide details.*	Yes ☐ No ☐

Company	Software/Hardware/Services provided in accordance with the agency	Percentage of agency sales to total turnover

12.	Are you involved in system integration/outsourcing contract(s)? *If "Yes", what is the typical project size?* ☐ Single user location with less than 25 users/sites ☐ Multi-user locations with less than 75 users/sites ☐ Multi-user location in excess of 76 users/sites	Yes ☐ No ☐
13.	Please provide brief description and contract value for the five (5) largest contracts undertaken over the past five (5) years.	

Brief Description	Contract Value (S$)

14.	Does any contract or client represent more than 50% of your annual work or fees? *If "Yes", please supply details.*	Yes ☐ No ☐

15.	Do you engage consultants, sub-contractors or agents? *If "Yes",*	Yes ☐ No ☐
	a) Do you insist they carry their own Information & Communication Technology Liability Insurance?	Yes ☐ No ☐
	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 ☐ No ☐
16.	Do you have all employees, consultants and subcontractors assign you their intellectual property rights? *(If "Yes", please provide copy of standard agreement.)*	Yes ☐ No ☐
17.	Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months?	Yes ☐ No ☐
18.	Do you perform work outside India, or work for clients located overseas?	Yes ☐ No ☐
	If "Yes", to 17 or 18 please supply details.	

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? If "Yes", please supply details.	Yes ☐ No ☐

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 it's predecessors in business or any prior business of any of it's 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 ☐ No ☐
	b) Have you had any claims made, threatened or intimated against you for Information & Communication Technology Liability including Professional Indemnity & Product Liability?	Yes ☐ No ☐
	c) Are there are any facts or circumstances which might give rise to a claim? If "Yes", to either a) or b) or c) please provide the following details in respect to each matter.	Yes ☐ No ☐

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.	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? *If "Yes", please provide the following details in respect to each matter.*	Yes ☐ No ☐

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability

DATE RECOGNITION

23.	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? If "Yes", please fully describe and state the percentage of income received from these Services/software/hardware related to your total turnover.	Yes ☐ No ☐ 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 ☐ No ☐

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? Yes ☐ No ☐

If "Yes", please supply details.

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 ☐ No ☐	
Third Party Intellectual Property Coverage	Yes ☐ No ☐	

DECLARATION FOR COMPLIANCE WITH ANTI MONEY LAUNDERING REGULATIONS

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

Declaration when the proposal form is filled by a person other than the proposer/ the proposer signs in a vernacular language/ proposer is illiterate:

I hereby declare that I have read out and explained the content of this proposal form and all other connected documents incidental to availing the insurance policy from Raheja QBE GIC Ltd. to the proposer and that he/ she confirmed that he/ she has understood the same and that he/ she agrees to abide by all the terms & conditions of the same.

I hereby declare that I have fully explained to the proposer the answers to the questions that form the basis of the contract of insurance have also explained the contents in this form to the proposer in _____ language, that I have truly and correctly recorded the answers give by the proposer and that the proposer has affixed his/ her thumb impression on the

proposal form in my presence, after fully understanding the contents thereof. Further, this declaration does not confirm issuance of policy or assumption of risk thereof.

I hereby state that the contents of the form and documents have been fully explained to me and that I have fully understood the significance of the proposed contract.

Data protection requirement

"I/We hereby understand, declare, consent and authorize the Company that all details of the policy and financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

Sharing of Information clause

The information sought from the insured is strictly for the purpose of policy issuance and policy servicing. This information sought and the details of policy are kept confidential and will not be shared with any external party in any circumstances whatsoever. However, in instances when such information/ details is sought by any governmental bodies / regulatory authorities or when the Company is directed to share such information in accordance with any law/ regulations or direction from any such governmental bodies / regulatory authorities, the Company will be bound to abide to such directions.

Name of Proposer _____ Name of Witness_____

Signature of Proposer _____ Signature of Witness_____

Date: _____ Place: _____

Relationship with Proposer:_____

Address of Witness:_____

_____

Name of the insured:_____

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