

Bajaj General Insurance Limited

(formerly known as Bajaj Allianz General Insurance Company Limited)
Corporate Identity Number : U66010PN2000PLC015329 IRDA Registration No. 113
Regd. & Head Office : Bajaj Insurance House, 1st Floor Airport Road, Yerawada,
Pune - 411 006. UIN:IRDAN113CP0052V01201920



For Office Use only :

Scrutiny No.	Receipt No.	Policy No.

For Agent Use only :

IMD Code	Sub IMD Code	Mobile No

Emp / LG Code

BAJAJ GENERAL PROFESSIONAL PROTECT INSURANCE FOR TECHNOLOGY & TELECOMMUNICATIONS PROFESSIONAL: PROPOSAL FORM

NOTICE TO THE PROPOSED INSURED

a) Disclosure of Relevant Facts

Your Duty of Disclosure

Before you enter into a contract of insurance with an insurer, you have a duty to disclose to the insurer every matter which you know, or could reasonably be expected to know. The disclosures that you make are 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 us before you renew, extend, vary or reinstate a contract of insurance.

Comment

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (eg. Claims or circumstances, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

b) Claims Made Policy

This proposal 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 of 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 Form for the current period of cover or on any previous proposal 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. You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

All questions must be answered to enable a quotation to be given. The completion and signature of this proposal form does not bind the Proposer(s) or the Insurer(s) to complete a contract of insurance. If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate question number).

This is a proposal form for a Policy relating to claims made against the Insured during the Policy Period.

1.GENERAL INFORMATION

- a) Name of Policyholder _____
- b) Address of Principal Office _____

- c) Date of Establishment _____
- d) Website Address _____
- e) Please list all additional business entities (whether or not currently trading, including year of establishment and year of cessation if applicable)

f) Please list addresses of all other offices currently trading

g) Is/are the firm(s) or any principal, partner or director a member of a consortium, joint venture, single project partnership or group practice?

YES NO

If "YES", please supply details:

h) Does the firm(s) or any principal, partner or director carry out any work on behalf of any other business in which they have a controlling or financial interest (other than as a shareholder in a public quoted company)?

YES NO

If "YES", please supply details:

Bank Details

Name as pr Bank											
Name Of Bank											
Bank Account No.						IFSC Code					
IFSC Code											

* I accept to pay & receive claim amount (if any) in the above given Bank a/c

Electronic-Insurance Account:

Please provide e-IA No. to deposite your insurance policy. : _____

Do you want to open e-IA account: Yes/No

Existing Customer

Are you an existing customer of Bajaj General? Yes No

If Yes. Please provide PID No: _____ / Policy No. _____

I hereby confirm that, there is no change in my existing KYC details that are available from my previous/existing policy.

2.STAFF AND PARTNERS

a) Please give details of any principal, partners or directors:

Name	Date of Birth	Relevant Qualifications	Year became Partner/Director

b) Please give details of number of permanent staff in current business:

	Full Time	Part Time
Principal/Partners/Directors		
Professionally Qualified		
All Others		

c) Does the firm(s) use specialist designers, consultants or sub-contractors? YES NO

If "YES", please answer the following:-

i) Please state what proportion of the firm(s) business involves the subcontracting of work to others?

ii) Does the firm(s) insist that the specialist designers / Consultants / sub-contractors maintain their own PI cover? YES NO

iii))What services does the firm(s) use the specialist designers/ consultants/ sub- contractors for?

iv) How does the firm(s) select and manage the specialist designers/ consultants/ subcontractors?

d) Is cover required for the professional activities of any principal, partner or director prior to joining the business? YES NO

If "YES", please answer the following:-

3. ACTIVITIES

a) Please state your total gross income for the last 5 years, plus an estimate for the current and forthcoming year:

Year Ending	In Territory where domiciled	In USA/Canada or elsewhere for clients whose address is in USA /Canada	Elsewhere	Total
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR

Estimate for the Current and Forthcoming Year

Year Ending	In Territory where domiciled	In USA/Canada or elsewhere for clients whose address is in USA /Canada	ROW
/ /	INR	INR	INR
/ /	INR	INR	INR

c) Please categorise the activities of your firm(s) and state the approximate percentage of the total work carried out in each instance: [try in one page; otherwise put to be continued]

Packaged Software – Own	%	Packaged Software – Third Party	%
Customisable Software	%	Bespoke Software	%
Software Installation	%	Software Maintenance (including licensing fees)	%
Sale & Supply of Hardware	%	Consultancy	%
Data Processing	%	Facilities Management	%
Outsourcing / Managed Services	%	Procurement Consultancy	%
Project Management	%	Hardware Maintenance / Installation	%
Strategic Planning	%	Training	%
Systems Audit	%	Systems Analysis	%
Application Service Provision	%	Internet Service Provision	%
Web-Site Design	%	Trouble Shooting	%
Other – please specify			%

d) Does the work split above represent the make up of the firm(s) over the past three years? YES NO

e) Are any substantial changes in the percentage amounts shown above anticipated during the next 12 months? YES NO

If "YES", please provide an explanation:

f) If there were a failure of any of the firm(s) products or services could this result in any:

- i) Loss of life or injury to others YES NO
- ii) Destruction or damage to physical property YES NO
- iii) Immediate and large financial loss YES NO
- iv) Significant cumulative financial loss YES NO

If the firm(s) have answered "YES" to any of the above, please provide details:

g) Please split the firm(s) business between the following market sectors:

- | | | |
|--------------------------|---|------------|
| Government | % | Finance |
| Manufacturing/Industrial | % | Commercial |
| Construction/Engineering | % | Aerospace |
| Retail | % | Rail |
| Healthcare / Medical | % | Other |

h) Are any substantial changes in the percentage amounts shown above anticipated during the next 12 months? YES NO

If "YES", please provide an explanation:

i) Please give details of the 5 largest contracts undertaken in the past 3 years or for a new practice, in the forthcoming year:

Name of Client	Business of Client	Nature of Contract	Total Contract Value INR	Income to You INR

5. RISK MANAGEMENT

- a) Does the firm(s) always use standard written contract conditions?
If "NO":
- i) What percentage of contracts are in the non-standard form % YES NO
- ii) What are the procedures for the sign-off / approval of a non-standard contract?

- b) In respect of all contracts the firm(s) enters into, do they always include:
- | | | |
|---|------------------------------|-----------------------------|
| i) an outline of the scope of services to be provided? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| ii) Limitation of liabilities? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| iii) Direct, Consequential and Economic Loss Exclusion | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| iv) Indirect, Consequential and Economic Loss Exclusion | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| v) Force Majeure | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| vi) Guarantees | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| vii) Warranty Disclaimers | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| viii) Hold Harmless Agreement | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| ix) Arbitration Agreement | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
- c) Does the client always sign the contract? YES NO
- d) Does the firm(s) have standard procedures for the regular review of ongoing contracts internally and with the client? YES NO
- e) Does the firm(s) provide advice or services which fall outside of the scope of the contract? YES NO
- f) Does the firm always require satisfactory references or only when engaging senior employees?
 Always
 Senior appointments only
- g) Is any employee allowed to sign cheques on his/her signature alone for values exceeding YES NO
- h) How frequently are checks carried out on all entries in the cash book with paying-in books, receipts, counterfoils and vouchers, and reconciled with bank statements (including the balance of cash and unrepresented cheques), independently of employees receiving or banking monies in respect of monies belonging to the firm as well as in trust on behalf of others?
 Weekly Monthly Quarterly
 Other (please specify) _____

- i) Please state Limits of Indemnity for which a quotation is required or local currency equivalent

Sr. No.	Description	Amount
1	Limit of Liability (all Claims in the aggregate, including Defence Costs)	
2	Sub Limits, which form part of and are not in addition to the Limit of Liability in Item	
a	Emergency Costs Advancement in the aggregate	
b	Legal Representation Costs in the aggregate	
c	Lost Documents in the aggregate	

- j) Policy Period : Risk Inception Date: DD/MM/YYYY Risk End Date: DD/MM/YYYY

6. CLAIMS INFORMATION

- a) Has the firm(s) sustained any loss through the fraud or dishonesty of any person? YES NO

If "YES", please supply details:

- b) (b)Is the firm(s) aware of any allegation or occurrence of fraud or dishonesty at any time committed by any past or present partner, director or principal or employee? YES NO

If "YES", please supply details:

- c) After enquiry, have any Professional Liability claims ever been made against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners, directors or principals, either individually or otherwise for any negligence, errors, omission, breach of professional duty or the like, whether successful or not?

YES NO

If "YES", please supply details:

Date of Claim	Claimant	Details of Claim including any payments made or reserves held

- d) After enquiry, are any of the partners, directors or principals aware of any pending claims and/or circumstances existing which may give rise to a Professional Liability claim against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners/directors/principal? YES NO

If "YES", please supply details:

Date of Circumstance	Claimant	Details of Circumstance

7. PREVIOUS INSURANCE

- a) Has the firm(s) previously been insured for Professional Liability insurance? YES NO
- If "YES", please supply details:

Renewal Date	Limit of Liability	Premium	Excess	Insurer
/ /	INR	INR	INR	
/ /	INR	INR	INR	
/ /	INR	INR	INR	

- b) In respect of Professional Liability insurance, has any Insurer ever declined a proposal, declined to pay a claim, refused renewal, cancelled such insurance or imposed special conditions? YES NO

If "YES", please supply details:

Declaration:

I/We, the undersigned hereby declare and warrant that the above statements are true, accurate and complete. I/We desire to have an insurance policy as described herein with the Company and I/We agree that this proposal and declarations hereto shall be the basis of contract between me/us and the Company and I/We agree to accept a Policy subject to the conditions prescribed by the Company.
I/We agree that the Policy shall become null and void, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents, or any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.
I/We agree that the issuance of Policy/Cover Note shall be subject to realisation of premium cheque.

Date:

Signature of
Partner / Director / Principal

Name:

Date:

Policyholder:

* Certified that that the contents of the proposal form and documents have been fully explained to the Proposer and that he/they have fully understood the significance of the proposed contract.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk 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 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 lakhs rupees.

Declaration - Physical Proposal Form

Are you or any of the proposal applicants a PEP or a close relative of PEP*?

If yes, please share the 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." Yes/ No

I/we hereby give my/our consent to the Company to verify and obtain my/our identity/address proof through Central KYC Registry or Goods and Service Tax Portal or Ministry Of Corporate Affairs Portal or National Securities Depository Limited portal for the purpose of undertaking KYC Yes/ No

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. Yes/ No

I/We hereby give voluntary consent to Bajaj General/Company to share my/our personal information and data provided in this proposal form with its group companies or any other person in connection with the Insurance Policy or otherwise, including for providing products and services of group companies that may be of interest to me/us, to be used in accordance with their respective privacy policies and subject to appropriate measures being in place to safeguard my/our personal information. Yes/ No

It is mandatory to keep your policy with updated contact (Mobile No., Email ID and PAN Card) and bank account details, to process any of your Yes/No service requests faster and hassle-free in future.

You can update the same through Caringly yours App-<http://onelink.to/v9zp7c>, Whats App Service (Say 'Hi' on Whats App- +91 7507245858), Contact our 24-Hour Call Center at 1800-209-5858, 1800-102-5858, Give a Missed Call on 8080945060, SMS "WORRY" to 575758, Email-careforyou@bajajgeneral.com, website-<https://www.bajajgeneralinsurance.com/general-insurance.html>, contact your agent or nearest branch.

Declaration :

The content of this form and its particulars have been explained by me in vernacular to the proposer who has understood and confirmed the same.

Signature of Proposer: _____

Date : _____

Place : _____

Name of Witness : _____

Signature of Witness : _____

Date : _____

Place : _____

Disability Declaration :

Any Physical deformity or handicap Yes No

If Yes. Please provide details: _____ (Disability Certificate issued by the Medical Board appointed by the Government for certifying Disability)

I _____ authorised representative of Mr./Miss/Mrs. _____ hereby giving consent on the behalf of the proposer due to his/her disability, that he/she has understood the content of this form and its particulars and confirmed the same

Name of Authorised Representative : _____

Signature of Authorised representative : _____

Date : _____

Place : _____

Claim Docs

I/we hereby confirm that I/we have provided all relevant and supporting documents sought by the company, required for the issuance of the policy. Any document(s) as may be required, for claims processing, shall be submitted by me on demand by the company.

Agent/ Intermediary Declaration :

I, _____, acting in my capacity as an Insurance Advisor/Specified Person of the Corporate Agent/Authorized Employee of the Broker/Relationship Officer, hereby declare that I have explained all the contents of this Proposal Form, including the nature of the questions contained herein, to the Proposer in their vernacular language, if required. This includes all statements, information, and responses submitted by the Proposer in this Proposal Form to the questions contained herein or any details sought herein. These details will form the basis of the Contract of Insurance between the Company and the Proposer if this Proposal is accepted by the Company for the issuance of the Policy.

I have further clarified that if any untrue statement(s), information, or response(s) is/are contained in this Proposal Form, including any addendum(s), affidavits, statements, or submissions furnished or to be furnished, the Company shall have the right to vary the benefits payable. Moreover, if there has been a non-disclosure of any material fact, the policy issued to the Proposer pursuant to this Proposal may be treated by the Company as null and void, and all premiums paid under the Policy may be forfeited to the Company.

IRDAI COR No./ License No.(Advisor/Corporate Agent/Broker/Relationship Officer)

Signature of Agent: _____

Date: _____ Place: _____

Agent / IMD (SP /DP / BQP) signature and their code

Agent/IMD Name _____ Agent/IMD Code _____ Agent/IMD Signature _____

SP / BQP / DP / PoS Name _____ SP / BQP / DP / PoS CoR No.: _____ SP / BQP / DP / PoS Signature _____

DISCLAIMER:

This message, including any attachments may contain proprietary, confidential and privileged information of our company [Bajaj General] for the sole use of the intended recipient(s), and is Strictly Confidential protected by law. If you are not the intended recipient, please notify the sender immediately and destroy all copies of the original message and attachments, if any, from all your computer/mobile/network systems/servers/CPU. Any unauthorized person and or unauthorized purposes of review, use, disclosure, dissemination, forwarding, printing or copying of this email or any action taken in reliance on this e-mail is strictly prohibited and may be unlawful. Bajaj General Insurance Limited reserves the right to record, monitor and inspect all email communications through its internal and external networks. Your messages can be subject to such lawful supervision as Bajaj General Insurance Limited deems necessary in order to protect its information, interests, documents, records, and reputation. Bajaj General Insurance Limited prohibits and may take suitable steps to prevent their information systems from being used to view, store or forward offensive or discriminatory or prohibited/unlawful material/records/documents. If this message contains such material, please report it to careforyou@bajajgeneral.com. Please ensure you have adequate virus protection before you open or detach any documents from this transmission. Bajaj General Insurance Limited does not accept any liability for viruses To report any incident of corruption please write on careforyou@bajajgeneral.com. If you like our services, like us on Facebook.