

EDUCATOR'S PROFESSIONAL LIABILITY INSURANCE - PROPOSAL FORM

Educator's Professional Liability Coverage is written on a claims-made basis. Except as otherwise provided, this policy will cover only claims first made against the Insured during the Policy Period. Please read the policy carefully.

Defense Cost Provision:

Please note that the Defense Cost provision of this policy stipulates that the Limits of Liability may be completely exhausted by the cost of legal defense. Any deductible may be similarly reduced or exhausted by Defense Costs.

Completing the Proposal Form

* Please answer ALL questions in full leaving no blank spaces.

* If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

PLEASE READ THE POLICY CAREFULLY

GENERAL INFORMATION

1 Parent Organisation: _____
 Principal Address: _____
 Year Established: _____

ADDITIONAL INFORMATION NEEDED AS PART OF THIS APPLICATION:

2 **PREMIUM DETAILS**

Amount Rs. Rupees _____

3 **SOURCES OF FUND**

Salary Business Other (Please Specify) _____

4 **BANK ACCOUNT DETAILS**

Bank Account No. Bank Name _____
 Branch Name & Address _____

5 **Important, please attach the following information:**

- a) The most recent annual audited financial statement (including balance sheet, income statement and all notes);
- b) The most recent interim financial statement;
- c) The most current Employee Handbook including policies, guidelines or written procedures addressing: Sexual harassment, discrimination, employment termination, any appeal procedures and guidelines for granting tenure;
- d) Catalogues or brochures that describe curriculum offered;
- e) Copies of all employment application forms used by the parent organisation;
- f) If a charter school, a copy of the final approved charter.

Type of Educational Organisation:

INDEPENDENT COLLEGE/UNIVERSITY PUBLIC COLLEGE/UNIVERSITY INDEPENDENT SECONDARY SCHOOL
 EDUCATION RELATED ASSOCIATION INDEPENDENT PRIMARY SCHOOL TRADE SCHOOL CHARTER SCHOOL
 OTHER (Please explain): _____

6 **If an Education related Association, advise what accrediting services are provided:** _____

7 **Are all degree programs accredited or certified?** Yes No

Accreditation provided by: _____
If no, please explain: _____

8 **Please provide a listing of all subsidiaries, affiliates and joint ventures in which the applicant has a controlling interest and which are to be included as insureds under the policy:** None

ENTITY NAME	NATURE OF OPERATIONS	% OWNED	DATE ACQUIRED

9 **Total Enrollment:** 3 Years ago _____ 2 Years ago _____ 1 Years ago _____ This Year _____

10 **Total Number of:**

ADMINISTRATIVE STAFF	FULL TIME FACULTY	PART TIME FACULTY
BOARD OF GOVERNORS	TRUSTEES	ALL OTHER EMPLOYEES

Number of employees terminated in the last two years _____

EMPLOYMENT PRACTICES AND POLICIES:

11 **Does the applicant:**

- Use written guidelines for suspension, dismissal or non renewal of employment contracts? Yes No
- Use outside employment counsel for employment advice? Yes No
- Distribute an employee handbook to all employees? Yes No
- Have a manual of its Human Resource procedures? (Last update _____) Yes No

- Provide formal training for its supervisors in administering these procedures? Yes No
- Have a written policy against discrimination, including sexual harassment? Yes No
- Have a grievance procedure for dealing with discrimination or sexual harassment claims? Yes No
- Use any tests (e.g. drug, polygraph) for screening applicants or for continued employment? Yes No
- Have a written progressive disciplinary program? Yes No
- Have written guidelines for granting tenure? Yes No
- Provide a formal appeal process for tenure requests? Yes No
- Obtain advice from legal counsel or a human resource Manager prior to termination? Yes No
- Use employment-at-will statements? Yes No
- Anticipate any layoff, staff reduction, or facility closing within the next 12 months? Yes No
- Anticipate a reduction/change in curriculum within the next 12 months? Yes No

STUDENT POLICIES

- 12 **Does the applicant:**
- Have a written policy for employee/faculty fraternization with students? Yes No
 - Is this policy circulated periodically as a reminder? Yes No
 - Have a written procedure for handling student harassment complaints? Yes No
 - Have an appeal procedure for admissions? Yes No
- Who is responsible for overseeing this appeal procedure? _____
- Have a written procedure for student disciplinary issues? Yes No

MISCELLANEOUS

13. a Does the applicant or any entity listed in Item 6 above license any patent for commercial use? Yes No
If yes, provide particulars _____
13. b Does the applicant or any entity listed in Item 6 above produce any product for commercial use or for use by a person or entity other than the applicant?
 Yes No If yes, provide details _____
- 14 Has there been any denial of accreditation, or disciplinary/probationary action taken against the applicant (or any program of the applicant) by any accrediting organisation within the past 3 years? Yes No If yes, provide details _____
- 15 Has any regulatory body initiated any disciplinary or probationary action against the applicant (or any program of the applicant) within the past 3 years?
 Yes No If yes, provide details _____

PRIOR COVERAGE

16. a Do you currently have
- | Type of Coverage | Yes | No | Insurer | Limits | Deductible | Expiration |
|------------------------|-----|----|---------|--------|------------|------------|
| D&O | | | | | | |
| EDUCATOR'S E&O | | | | | | |
| EMPLOYMENT PRACTICES | | | | | | |
| SCHOOL BOARD LIABILITY | | | | | | |
- b Has any of the above insurance been cancelled or non renewed within the past 5 years? Yes No If yes, provide details _____

LOSS HISTORY

17. a Please attach a listing of all employment lawsuits, administrative proceedings (e.g. EEOC), as well as any professional liability lawsuits (for which this coverage is construed against any entity listed in item 1 or 6 above) which was commenced during the past 3 years. Describe the type of allegation, the court or agency involved and any determination, judgment, defense cost or settlement for each. If there have been no losses, please indicate here.
No Prior Losses
- b **Is/has the Applicant been:**
- Subject to any judicial or administrative order, decree, judgment or conciliation agreement relating to employment? Yes No
 - The subject of any anti-trust, copyright or patent infringement litigation? Yes No
 - The subject of any representative, derivative or class actions? Yes No
 - Given written notice under the provisions of any prior liability or similar insurance of specific facts or circumstances which might subsequently give rise to a claim being made against any insured person(s)? Yes No
- Please provide full particulars for any "Yes" answer in 15.b above.**

CONTINUITY WITH PRIOR COVERAGE

18 **Note:** This section applies only if you currently have coverage and are requesting continuity of coverage.

Continuity date requested _____

- a) attach a copy of the prior application(s) with which continuity of coverage is to be maintained
- b) the Company will be relying upon the declarations and statements contained in such prior application and those declarations and statements shall be considered to be incorporated in and form part of the policy of the Company

PRIOR KNOWLEDGE/WARRANTY

19 **Note:** If there has been no previous professional liability coverage or in the event continuity is not granted it will be necessary to answer the following:

It is important that you fill in the blank in this paragraph. No person proposed for coverage is aware of any facts or circumstances which he or she has reason to suppose might give rise to a future claim that would fall within the scope of the proposed coverage, except: None or _____

It is agreed that if such facts or circumstances exist, whether or not disclosed, any claim or action arising from such facts or circumstances are excluded from this proposed coverage.

IMPORTANT

FRAUD WARNING

The Applicant understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the company's decision to provide this insurance. The Applicant further understands that the company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE COMPANY OR OTHER PERSONS, FILES, A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE APPLICANT POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE APPLICANT, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

Notice:

Anti-Rebating

Per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows:

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 POLICY, 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 OR CONTINUING A POLICY ACCEPT ANY REBATE, EXCEPT SUCH REBATE AS MAY BE ALLOWED IN ACCORDANCE WITH THE PUBLISHED PROSPECTUS OF THE INSURER.

VIOLATIONS OF SECTION 41 OF THE INSURANCE ACT 1938, AS AMENDED SHALL BE PUNISHABLE WITH A FINE WHICH MAY EXTEND TO FIVE HUNDRED (500) RUPEES.

DECLARATION

The undersigned persons declare that to the best of their knowledge the statements set forth herein are true and correct and that reasonable efforts has been made to obtain sufficient information from each and every director, officer and employee proposed for this insurance to facilitate the proper and accurate completion of this Proposal. The undersigned further agree that , between the date of this Proposal and the effective date of the Policy, if insurance is provided, (1) any material change in the condition of the Applicant is discovered, or (2) there is any material change in the answers to the questions contained herein, either of which would render this Proposal inaccurate or incomplete, notice of such change will be reported in writing to the Company immediately and, if necessary, any outstanding quotation may be modified or withdrawn.

The signing of this Proposal does not bind the undersigned to purchase the insurance, but it agreed by the Applicant and all persons proposed for this insurance that the particulars and statements contained in this Proposal and attachments and materials submitted with this Proposal (which shall be retained on file by the Company and shall be deemed attached to the Policy, if insurance is provided, as if physical of the Policy and will be considered as incorporated in and constituting part of the Policy. It is further agreed by the Applicant and all persons proposed for this insurance that such particulars and statements are material to the decision to provide this insurance and that any Policy will be issued in reliance upon the truth of such particulars and statements. All such particulars and statements shall be deemed to be made by each and every one of the persons proposed for this insurance, provided that, except for any misstatements or omissions of which the signers of this Proposal are aware, any misstatements or omissions in this Proposal, or the attachments and materials submitted with it, concerning any matter which any person proposed for this insurance has reason to suppose might offer grounds for a future claim against him or her shall not be imputed, for purposes of rescission of the Policy, to any other persons proposed for this insurance who are not aware of the omission or the falsity of the statement.

PLEASE NOTE: ONLY DULY APPOINTED AGENTS OF THE COMPANY ARE AUTHORISED TO SOLICIT PROPOSALS FOR INSURANCE. AGENTS AND BROKERS ARE NOT AUTHORISED TO BIND INSURANCE. NO COVERAGE SHALL BE PROVIDED UNLESS THE COMPANY ACCEPTS THE PROPOSAL AND BINDS THE INSURANCE.

A policy cannot be issued unless the proposal is duly completed, signed, dated and stamped.

Signed: _____

Date: _____

Name: _____

Title: _____

Managing Director, Risk Manager or Insurance Manager only