



Signature Plus Professional Indemnity Insurance Policy for Design and Construction - Proposal Form

NOTICE TO THE APPLICANT

- Please answer all questions in full and if not applicable insert "N/A"
- 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.
- This proposal forms part of the Policy Documents
- The liability of insurers does not commence until the proposal has been accepted by Insurers and the same has been duly conveyed to the Applicant.
- The liability of the company does not commence until the acceptance of premium has been realized by the company.

Name of the Intermediary & Code:

DETAILS OF THE APPLICANT

1) Name of the Applicant and all entities (including subsidiaries) to be Insured:

<input type="text"/>
<input type="text"/>
<input type="text"/>

2) Type of entities:

Private Company
 LLP
 Government
 Company
 Public Company
 Partnership
 Multinational Company

3) Applicant's Address:

<input type="text"/>
<input type="text"/>
<input type="text"/>

4) Date Established:

5) Website Address:

<input type="text"/>
<input type="text"/>
<input type="text"/>

6) Has the Applicant been involved in a merger or acquisition over the last 10 years?:

Yes No

If "Yes", please provide details.

<input type="text"/>

7) Please provide the following details for each partner / director:

	Qualification	Period as a partner / director of the applicant
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

8) Please advise the number of staff in the following categories:

Partners or directors	<input type="text"/>
Professional / technical staff	<input type="text"/>
Sales and marketing	<input type="text"/>
Administration / support staff	<input type="text"/>
Other staff (please specify)	<input type="text"/>

9) Please describe in detail the nature of the Construction related services provided by the Applicant

<input type="text"/>
<input type="text"/>
<input type="text"/>

10) Actual & Estimated revenue

Location	Prior Year Revenue (In Crores)	Current Year Revenue (In Crores)	Next Year Projected Revenue (In Crores)
USA/Canada/Australia			
Europe			
India			
ROW			

11) Please provide a split of the Applicant's turnover or revenue from the following activities

Services	Revenue (INR)
Revenue derived from Design & Construction contracts where the provision of Professional Services was provided by the Applicant	
Revenue derived from Design & Construction contracts where the Applicant had responsibility contractually for the provision of Professional Services, but those Professional Services were sub-contracted to third parties	
Fees received for the provision of Professional Services ONLY	
Fees received where the Applicant was engaged as Project/Construction Management Consultants	
Revenue derived from contracts where the Applicant undertook construction, erection, installation or manufacturing activities but had no responsibility contractually or otherwise for the provision of Professional Services	
Other Revenue (Please provide details)	

For the purposes of the above question, Professional Services means:

- design and advice in relation to design
- drafting
- specification
- technical calculation
- feasibility studies
- programming and time flow management
- project management
- construction management
- quantity surveying
- surveying
- training in the above

12) Please advise the approximate percentage of your Total Revenue generated in the last financial year from the following activities.

Areas of Work	Percentage %
Low Rise Residential Buildings (up to 3 floors)	
High Rise Residential Buildings (over 3 floors)	
Bridges & Tunnels	
Harbours & Jetties	
Dams	
Mines (Underground)	
Mines (Open Pit)	
Roads	
Schools, Hospitals and other Municipal Buildings	
Small Commercial Buildings (up to \$5m in total contract value)	
Large Commercial Buildings (over \$5m in total contract value)	
Small Industrial (up to \$5m in total contract value)	
Large Industrial (over \$5m in total contract value)	
Foundations & Underpinning	
Oil & Gas Pipelines	
Petrochemicals, refineries, fertilizers, ammonia plants	
Mechanical Plant and Bulk Handling equipment, including silos	
Waste Disposal or Treatment Plants	
Heating, Ventilation, Air Conditioning, Hydraulics & Plumbing	
Feasibility Studies	
Power Stations, Transmission, or Distribution	
Telecommunications	
Other (please specify)	
Total to be	100%

13) Please list the 5 largest contracts the Applicant has entered into over the last 5 years

Client	Contract Period	Revenue	Services Provided

14) Contract related questions:

What is the value of the Applicant's average contract?	
What is the duration of the Applicant's average contract?	
Do all customers sign a written agreement, contract or purchase order?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant use standard customer contracts?	
If yes, please attach a copy	Yes <input type="checkbox"/> No <input type="checkbox"/>
What percentage of the time do customers agree to the Applicant's standard agreements or contracts?	
Does the Applicant limit its liability in all contracts to the cost of services or products provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant ever sign contracts where it accepts liability for consequential losses (apart from Intellectual property)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are all contracts legally reviewed prior to signing?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What percentage of contracts are agreed on:	
Fixed price basis	
Time and material basis	
Does the Applicant ever agree to indemnify or hold harmless any third party for claims arising out of the Applicant's services or products? If yes, please give details _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant ever take an equity stake in any of the projects/contracts they are commissioned to work on? If Yes, please provide details _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant ever enter into any Build Own & Operate (BOO) contracts or any Build Own Operate & Transfer (BOOT) contracts? If Yes, please provide details _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the Applicant purchased any Specific Project Professional Indemnity Policies? If Yes, please provide details _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

15) Does the Applicant engage sub-contractors to provide any services? If yes -

What percentages of services are provided by sub-contractors?	
Please specify what services are sub-contracted	
Does the Applicant have specific written contracts with these sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>

16) Quality Control Measures

Does the Applicant have a formal customer or vendor selection process?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant require written acceptance from the customer on delivery of services or products?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant have a Total Quality Management (TQM) strategy in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant have a formal product recall plan in place	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is final testing carried out with the customer and customer sign-off required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Applicant hold ISO or any other third party accreditation for the risk management procedures utilized? Please give complete details _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

17) IPR related details

Does the Applicant obtain legal advice from specialists familiar with intellectual property law before releasing new software or products?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has the Applicant ever released services or products where they have received advice / notice that an intellectual property dispute exists?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does the Applicant have written procedures for handling intellectual property of others?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has the Applicant ever filed for any patents?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, how many patents does the Applicant currently own?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have they ever received a notice of possible infringement of another patent?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

18) Has any partner, director or employee of the Applicant ever been subject to any disciplinary proceedings? Yes No

If Yes, please give details : _____

19) Has a claim ever been made against the Applicant (or any previous company name used by the Applicant), or any past or present partner, director or employee of the Applicant? Yes No

If "Yes", please provide details of matter, claimant, current status, amounts paid and reserve amounts.

20) Has Is the Applicant including any of its partners, directors or employees aware of any facts which might give rise to a claim against any of them? Yes No

If "Yes", please provide details: _____

21) Within the last 3 years have any customers stopped paying for or requested a refund because the Applicant's services or products did not meet their specifications or expectations? Yes No

22) Insurance History

Does the Applicant currently hold a Professional Indemnity policy? If Yes Please share details with us: _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has any insurer ever refused to provide terms or offer renewal terms to the Applicant or has any insurance held by the Applicant ever been avoided or cancelled by an insurer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have any special terms or conditions ever been imposed on any insurance policy held by the Applicant?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Please attach the following:

- A Copy of Standard Contract or Terms of Engagement used
- An outline of Risk Management procedures

FRAUD WARNING

This policy shall be voidable at the option of the HDFC ERGO in the event of mis- representation, mis-description or non-disclosure of any material particulars by the Applicant. Any person who, knowingly and with intent to defraud the insurance company or any other person, 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 sole discretion of the insurance company and result in a denial of insurance benefits.

ANTI REBATING WARNING

As 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 or 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 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.

DATA PROTECTION REQUIREMENT (BELOW DECLARATION SHOULD BE MENTIONED IN INSURED DECLARATION)

"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"

ANTI- MONEY LAUNDERING

The Company believes in adherence to Anti Money Laundering (AML) guidelines/rules as it aids in ensuring that financial institution like ours are not used as vehicle for money laundering. The policyholder/ nominee are thus bound to provide such information as may be required by the Company for ensuring the adherence of AML guidelines/rules.

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.

PREMIUM DETAILS

Amount (In ₹):
Rupees (In word):

DETAILS OF BANK ACCOUNT

Name of Bank Account Holder:
Bank Account No.: Account: Saving Current
Name of Bank:
Branch:
MICR Code: IFSC Code:

I wish : Any refund due on the premium payment / any payment/claims will be directly credited to my aforesaid Bank Account.*

*As per the IRDAI, it's mandatory that all payments made to the insured a electronic mode.

SOURCES OF FUND

Salary:
Business:
Other:

DECLARATION

(To be signed by a partner or director of the Main Applicant)

I/We, the undersigned, declare and acknowledge:

- I/We hereby declare that the information given is, to the best of our knowledge and belief, correct and that we are not aware of any circumstances that we have not disclosed to you which might influence your assessment of and willingness to accept the risk.
- I/We hereby agree that, if you issue a policy to us, this proposal shall form the basis of, and be incorporated in, such policy.
- I/We agree that this declaration and the answers given above shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract. And that
- if any untrue statement be contained therein the said contract shall be absolutely null and void.
- I/We undertake to exercise all reasonable and ordinary precaution for the safety as desired and I/We agree to accept the policy in the form issued by the Company subject to the terms exceptions and conditions prescribed therein or endorsed on the policy.
- "I/We hereby understand, declare, consent and authorize HDFC ERGO General Insurance Company Ltd. that 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"
- I, hereby grant consent to Agent/Broker/Corporate Agent or any other licensed intermediary to share my KYC (Know your Customer) and customer due diligence information with HDFC ERGO General Insurance Company Limited for the purpose of my insurance proposal.

Print Name:
Title:
Dated:

Signed: _____

TERMS AND CONDITIONS

Note: The liability of the Company does not commence until the acceptance of the proposal has been formally intimated by the insured and full premium has been realized by the company.

We are under no obligation to accept any proposal for insurance. The Applicant agrees that the receipt of the Proposal Form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited and does not result in a concluded contract of insurance. The acceptance of the Proposal for insurance shall be at the Company's sole and absolute discretion and upon full realization of the premium payment. In the event of acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the Applicant by HDFC ERGO General Insurance Company Limited along with the date from which the insurance Cover shall become effective. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the Policy of Insurance that has occurred prior to policy issuance is not covered under this Policy (Your proposal form will be considered after HDFC ERGO General Insurance Company Limited receives premium payment.)