

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE IS A "CLAIMS" -MADE AND REPORTED POLICY WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE AND REPORTED DURING THE "POLICY PERIOD". THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENCE COSTS", AND "DEFENCE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Please answer all of the following enquiries. If HDFC ERGO General Insurance Company Limited (hereinafter referred to as the "Company") agrees to issue a policy, all of the information which the Applicant provides will become a part of and shall form the basis of any policy issued to the Applicant by the Company and shall be incorporated therein. Any misrepresentation, omission, concealment or incorrect statement of a material fact in this Proposal will be grounds for rescission.

Please note: The term "Applicant" as used in this Proposal refers to the organisation for which coverage is required, its subsidiaries and its directors, officers and employees.

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

DETAILS ABOUT PROPOSER

Name of Proposer :

Present Address of Proposer :

City District

State Pin Code

Is your present address same as your permanent address? ☐ Yes ☐ No

If no, please state your permanent address along with pin code:

City District

State Pin Code

Address proof (document & number):

Phone No.: Mobile

Landline

Email:

Identity proof (document & number):

Occupation: Salaried ☐ Professional ☐ Self Employed ☐ Student ☐ Housewife ☐

Retired ☐ Other (Please specify)

Industry Type: Jewellery ☐ import-export ☐ mining ☐ shipping ☐ scrap dealing ☐ real estate ☐

agriculture ☐ stock broking ☐ BFSI ☐ manufacturing ☐ others (Please specify):

Income (Annual): 0-2.5 lakh ☐ 2.5 - 5 lakh ☐ 5 - 20 lakh ☐ 20-30 lakh ☐ 30 lakh and above ☐

Income proof:

PAN (document & number):

Policy to be issued in favor of (list out all the parties who have insurable interest) including the financial institutions

Nomination: ☐ Yes ☐ No

Nominee Name	Nominee Relation	Nominee DOB	Age	Nomination %	Appointee Name if in case of Minor Nominee	Appointee Relationship, if Nominee is minor

[illegible]

2 Years Ago	
Last Year	
Projected this Year	

NAME	LOCATION	OWNERSHIP	BUSINESS

[illegible]

☐ Yes ☐ No

[illegible]

☐ Yes ☐ No

[illegible]

☐ Yes ☐ No

[illegible]

☐ Yes ☐ No

[illegible]

SERVICE AGREEMENTS:

- b. Are written service agreements required for all clients? ☐ Yes ☐ No

c. Have the written service agreements been reviewed by a law firm experienced in the Applicant's field?

- d. Are all changes to service agreements confirmed in writing? ☐ Yes ☐ No

- f. Does the Applicant describe services in a brochure? ☐ Yes ☐ No

If Yes, attach a sample).

g. Is there a formal procedure for handling client complaints? ☐ Yes ☐ No

- I. Are audits or reviews of service performed by employees conducted? ☐ Yes ☐ No

- j. How often ? ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Other

- k. Does the Applicant ever assume liability for others by contract? ☐ Yes ☐ No

(If yes, please attach a sample contract) _____

I. Do employees hold professional licenses or certification? ☐ Yes ☐ No

[illegible]

- ☐ Yes ☐ No

CLIENT MANAGEMENT

- n. Are there formal criteria for accepting new clients ? ☐ Yes ☐ No
- o. Is there a formal policy for conflict of interest ? ☐ Yes ☐ No
- p. Is there a formal policy for client confidentiality ? ☐ Yes ☐ No
- q. Does the Applicant engage in any other professional activities not listed in question 5 above ? ☐ Yes ☐ No

(If Yes, attach description or explanation.)

Where applicable, please attach the following documentation:

- a. Latest audited annual report & accounts
- b. Latest interim report & accounts
- c. Brochures describing services or products offered
- d. Sample service agreements

PRIOR KNOWLEDGE / WARRANTY

- a) Has the Applicant, any partner, officer, director, or employee for whom coverage is being requested, ever been censored, fined, or had a professional license suspended or revoked ? ☐ Yes ☐ No
(If yes, provide details.)
- b) Does the Applicant, any partner, officer, director, or employee for whom coverage is being requested, know of any circumstances, acts, errors or omissions that could result in a professional liability claim against the Applicant, or any past or present partner, officer, director, or employee ? ☐ Yes ☐ No
(If yes, provide details.)
- c) Has any professional liability claim ever been made against the Applicant or any past or present partner, officer, director, or employee ? ☐ Yes ☐ No
(If yes, provide details.)
- d) Has the Applicant or any of its predecessor organisations in business or any partner, officer, director, or employee for whom coverage is being requested ever had any insurer cancel, refuse to renew or accept only on special terms any professional liability insurance ? ☐ Yes ☐ No
(If yes, provide details.)

NO COVERAGE SHALL APPLY TO ANY CLAIMS BASED UPON, ARISING FROM OR RELATED TO THE FACTS OR CIRCUMSTANCES DESCRIBED IN THE ANSWERS GIVEN TO QUESTION 15 (a), (b) or (c).

PRIOR INSURANCE

List the professional liability insurance purchased by the Applicant for each of the past 3 years.

INSURER	LIMIT OF LIABILITY	DEDUCTIBLE	PREMIUM	POLICY PERIOD

OTHER INFORMATION

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.

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.

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

PREMIUM DETAILS:

Amount (INR) _____

GST (INR) _____

Premium including tax (INR) _____

Rupees in words _____

PAYMENT DETAILS:

Cheque NEFT

Instrument No. _____ Instrument Date: _____

Bank Account No. _____

Account Type: Savings / Current / Other. If others, please specify _____

Branch Name & Address: _____

IFSC Code _____ MICR Code _____

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No. 146 CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059. Policy Issuing/ Customer Happiness Center: D-301, 3rd Floor, Eastern Business District LBS Marg, Bhandup (West), Mumbai - 400 078. For Claim/Policy related queries call us at 022 6158 2020 / 022 6234 6234 or Visit Help Section on www.hdfcergo.com for policy copy/tax certificate/ make changes/register & track claim. UIN: Miscellaneous Professional Liability Insurance - IRDAN125P0019V01200304.

Bank details for refund of premium in case of cancellation to be considered as above ☐ Yes ☐ No

If No, please provide additional bank details in below provided space:

Bank Account No. _____

Account Type: ☐ Savings ☐ Current ☐ Other. If others, please specify _____

Branch Name & Address: _____

IFSC Code _____ MICR Code _____

Nationality: ☐ Indian ☐ Non – Indian ☐ If Non-Indian, please specify Country: _____

Are you a Political Exposed Person or related to Political Exposed Person: ☐ Yes ☐ No (appropriate tick) If Yes, give details _____

Note: Politically Exposed Persons” (PEPs) are individuals who are or have been entrusted with prominent public functions domestically/in an international organisation/in a foreign country. This would include individuals who have or had positions of Heads of States or Government, Senior Politicians, Senior Government or Judicial or Military officers, Senior Executives of State-Owned Corporations and important Political Party Officials.

Type of Organization

Corporation: _____ Governments: _____

Society: _____ Private Organizations: _____

International Organization: _____ Partnership: _____

Trust: _____ Others: _____

Sources of Fund:

Salary _____ Business _____ Other _____

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 are only through electronic mode

Note:

1. Please provide a cancelled copy of cheque of your bank account.
2. The Company will not be responsible in case of non-credit or delay in processing of payout due to incomplete/ incorrect information provided by the customer. Please ensure that you provide accurate details to the Company.

If you require physical copy of your policy in future, please visit “Help” section on www.hdfcergo.com or contact our customer care.

Note: The liability of the company does not commence until the acceptance of the proposal has been formally intimated by the Proposer 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.

Insurance is the subject matter of the solicitation

DECLARATION BY INSURED/REPRESENTATIVE (IN CASE PROPOSER IS DISABLED)

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/We hereby confirm that all premiums have been/will be paid from bonafide sources and no premiums have been/will be paid out of proceeds of crime related to any of the offence as listed in Prevention of Money Laundering Act, 2002 & its subsequent amendments thereof. I understand that the Company has the right to call for documents to establish sources of funds.
- 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.
- I hereby authorize the Company to notify me through email, SMS, or any other electronic mode any information pertaining to my proposal, policy document, claim servicing etc.
- I/ We authorize the Company to process my/ our Personal as well as Sensitive information for profiling purposes and to contact me/ us for renewal of my/our policy. I/We also authorise the Company to contact me/us (including overriding my/our registration on NDNC under the extant TRAI Regulations) to promote products and to notify me/us about the services being rendered by the Company.
- We hereby authorise the Company to share/ verify the information provided by me/us pertaining to my proposal with third party, rating agencies or service provider for the purpose of underwriting the proposal, issuance of a policy or settling of a claim under the policy.

Date : _____

Place : _____

Signature of the Proposer _____

VERNACULAR DECLARATION

Declaration in case the proposal is filled other than the Proposer / the proposer sign in vernacular language / proposer is not familiar with the language printed here/ proposer is illiterate (to be certified by someone other than agent/employee of the company)

(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.)

Name of the Translator: _____

Place: _____

Date: _____

Signature of the Translator

Name of the Proposer: _____

Place: _____

Date: _____

Signature of the Proposer

INTERMEDIARY DECLARATION

I, _____ (Full Name) in my capacity as an Insurance Advisor/ Specified Person of the Corporate Agent/Intermediary/Authorized employee of the Broker/Relationship Officer, do hereby declare that I have explained all the contents of this Proposal Form, Including the nature of the questions contained in this Proposal Form to the Proposer including statement(s), information and response(s) submitted by him/her in this Proposal Form to questions contained herein or any details sought here in will form the basis of the Contract of Insurance between the Company and the Proposer, if this Proposal is accepted by the Company for issuance of the Policy. I have further explained that if any untrue statement(s)/information/response(s) is/are contained in this Proposal Form/ including addendum(s), affidavits, statements, submissions, furnished/ to be furnished, the company shall have the right to vary the benefits which may be payable and further more if there has been a non-disclosure of any material fact, the policy issued to his/her favor 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.

Signature of Intermediary _____ Date _____

Time _____ Place _____

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.