

PROPOSAL FORM

ERRORS & OMISSION LIABILITY INSURANCE CONSTRUCTION RELATED SERVICES

The liability of the Insurer does not commence until the Proposal is accepted by the Insurer and premium paid in advance and upon full realization of the premium payment by the Insurer. The Insurer is under no obligation to accept this Proposal. Receipt of this Proposal by the Insurer along with the premium payment does not tantamount to the acceptance of the Proposal by the Insurer and does not result in a concluded contract of insurance.

Coverage is as per the terms and conditions of our Standard Policy Wordings. Please note that this is a Claims Made policy. Accordingly, the Insurer will only cover the Insured in respect of Claims which are first made against the Insured during the Policy Period and reported to the Insurer during the Policy Period. The Insurer does not assume any duty to defend.

The Policy shall become void at the option of the Insurer, in the event of any untrue or incorrect statement, misrepresentation, mis-declaration, misdescription or non-description, fraud, failure to disclose or suppression of any material facts in response to the questions in the Proposal form or on non-disclosure of any material particular.

INSTRUCTIONS FOR FILLING THE PROPOSAL FORM

1. Please fill the Proposal form legibly.
2. Some sections of the application will not apply to You. Please mark Not Applicable (N/A) in such cases.
3. Please attach a separate sheet if space indicated in the Proposal form is not sufficient

Name of the Intermediary: _____ Intermediary Code: _____

Details of the Company

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

2. Company's Address:

3. Country of Registration:

4. Date Established:

5. Website Address:

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

Yes No

If "Yes", please provide details.

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

Name	Qualification	Period as a partner/ director at this Company

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

Partners or directors	
Professional / technical staff	
Sales and marketing	
Administration / support staff	
Other staff (please specify)	

9. Please describe in detail the nature of the Construction related services provided by the Proposer

10. Actual & estimated revenue

Location	Last completed Financial Year	Current Financial Year Forecast	Next Financial Year Forecast
USA/ Canada			
Australia			
Europe			
India			
Others – Please specify			

11. Please provide a split of the Proposer's turnover or revenue from the following activities

Services	INR Value	INR Value
Revenue derived from Design & Construction contracts where the provision of Professional Services was provided by the Proposer.		
Revenue derived from Design & Construction contracts where the Proposer 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 Proposer was engaged as Project/Construction Management Consultants		

Revenue derived from contracts where the Proposer 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 must be	100%

13. Please list the 5 largest contracts the Proposer has entered into over the last 5 years

Client	Contract Period	Revenue	Services Provided

14. Contract related questions:

What is the value of the Proposer's average contract?	
What is the duration of the Proposer's average contract?	
Do all customers sign a written agreement, contract or purchase order?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer 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 Proposer's standard agreements or contracts?	
Does the Proposer limit its liability in all contracts to the cost of services or products provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer 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 Proposer ever agree to indemnify or hold harmless any third party for claims arising out of the Proposer's services or products? If yes, please give details	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer ever take an equity stake in any of the projects/contracts they are commissioned to work on?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If Yes, please provide details	
Does the Proposer 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 Proposer purchased any Specific Project Professional Indemnity Policies? If Yes, please provide details	Yes <input type="checkbox"/> No <input type="checkbox"/>

15. Does the Proposer engage sub-contractors to provide any services?

If yes

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

16. Quality Control Measures

Does the Proposer have a formal customer or vendor selection process?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer require written acceptance from the customer on delivery of services or products?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer have a Total Quality Management (TQM) strategy in place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer have written procedures for handling intellectual property of others?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Has the Proposer ever filed for any patents?</p> <p>If so, how many patents does the Proposer currently own?</p> <p>Have they ever received a notice of possible infringement of another patent?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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

If Yes, please give details

19. Has a claim ever been made against the Proposer (or any previous company name used by the Proposer), or any past or present partner, director or employee of the Proposer?

Yes No

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

20. Has Is the Proposer 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 Proposer’s services or products did not meet their specifications or expectations?

Yes No

22. Insurance History

Does the Proposer currently hold a Professional Indemnity policy? If Yes Please give details: Insurer Expiry Date Limit of Indemnity Retroactive Date Excess	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has any insurer ever refused to provide terms or offer renewal terms to the Proposer or has any insurance held by the Proposer 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 Proposer? If Yes, please provide details	Yes <input type="checkbox"/> No <input type="checkbox"/>

23. Insurance Requirement

Limit of Indemnity	INR
Policy Period	

Optional Extensions required:	
Contractors & Consultants	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fraud & Dishonesty	Yes <input type="checkbox"/> No <input type="checkbox"/>
Intellectual Property Rights	Yes <input type="checkbox"/> No <input type="checkbox"/>
Principal's Indemnity	Yes <input type="checkbox"/> No <input type="checkbox"/>
Joint Ventures	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pollution	Yes <input type="checkbox"/> No <input type="checkbox"/>
Loss Mitigation & Rectification	Yes <input type="checkbox"/> No <input type="checkbox"/>
Consequential Loss	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pure Economic Loss	Yes <input type="checkbox"/> No <input type="checkbox"/>
Coverage Territory & Jurisdiction	

Please attach the following:

- Brochures and any other Marketing Materials
- A Copy of Standard Contract or Terms of Engagement used
- An outline of Risk Management procedures

DECLARATION

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 offences listed in Prevention of Money Laundering Act, 2002.

I/we understand that the Company has the right to call for documents to establish sources of funds. The insurance Company has the right to cancel the insurance contract in case I/we

am/are have been found guilty by any competent court of law under any of the statutes, directly or indirectly governing the Prevention of Money Laundering Act, 2002 in India.

I/We hereby declare that the statements, answers and particulars made by me/us in this Proposal Form are correct, complete and true to the best of my/our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove, are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Liberty General Insurance Limited any additions/alterations carried out in the risk proposed for insurance after submission of this Proposal Form and in such event it shall be at the discretion of the Company as to whether to continue with the cover as may be granted.

Authorized Signatory

Proposer's Seal

Designation of the Signatory:

Date:

Place:

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 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 or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

Any person making default in complying with the provision of this Section shall be punishable with fine, which may extend to five hundred rupees.

INSURANCE IS A SUBJECT MATTER OF SOLICITATION