



**RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED**

Commerz, 10th Floor, International Business Park, Oberoi Garden City  
 Western Highway, Goregaon East, Mumbai 400 063, India  
 Tel: +91 22 42313888 Fax: +91 22 42313777 www.rahejaqbe.com

**INFORMATION AND COMMUNICATION TECHNOLOGY LIABILITY INSURANCE PROPOSAL FORM**

Intermediary: \_\_\_\_\_

This is your proposal for insurance. It will be the basis of any subsequent insurance policy that Raheja QBE may issue to you. You are obliged to provide Raheja QBE with a full and frank disclosure of any and all facts that may be material to Raheja QBE's decision to grant a policy or the terms upon which it should be granted. It is therefore important that on behalf of all proposed insureds you answer fully and accurately all of the questions contained in this proposal, that you provide Raheja QBE with any and all information that may be relevant, and you inform Raheja QBE in writing if there is a change in the information provided in this proposal or otherwise between now and the date the Policy is granted.

Your failure to comply with the obligation may result in the rejection of a claim and/or the avoidance of the Policy. If you are in any doubt about the information to be given, please seek the advice and guidance of your insurance advisor or agent. If there is insufficient space in this proposal for you to provide relevant information, whether as requested or otherwise, please attach a separate sheet to this proposal and return it to Raheja QBE.

Raheja QBE is under no obligation to accept any proposal for insurance. If Raheja QBE accepts a proposal for insurance, it shall be subject to the policy terms, conditions and exclusions.

**THE APPLICANT/S**

Name(s) in full of all entities to be insured including subsidiaries		
	Phone No.	
	Fax No.	Web Address: www.
Address of Head/ Principal Office		
	Postcode	
	Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>
Address(es) of branch office or other locations		
	Postcode	
	Postcode	
	Are you the owner of these premises <input type="checkbox"/>	or a tenant <input type="checkbox"/>
When was the business established?	___/___/___	Period on Insurance: From ___/___/___ to ___/___/___ at ___ hrs.

**DETAILS OF BUSINESS**

1.	Name of all Partners/ Principals/Directors	Age	Qualifications	Date Qualified	Period Practicing as Partner/Principal/Director	
					This Practice	Previous Practices

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**DETAILS OF BUSINESS** *(continued)*

2. Please supply total numbers of:

(i) Partners/Principals/Directors	<input type="text"/>	(v) Non-technical administrative staff	<input type="text"/>
(ii) Professional qualified staff	<input type="text"/>	(vi) Clerical Staff - typists, receptionist etc.	<input type="text"/>
(iii) Other technical staff	<input type="text"/>	(vii) Other staff (please specify)	<input type="text"/>
(iv) Trainee Staff	<input type="text"/>	Total all Partners/Principals/ Directors and staff	<input type="text"/>

**If not contained on your website, Please enclose curriculum vitae, or resumes for all Partners/Principals/Directors detailing qualifications and a summary of career experience.**

3. Has the name of the Business ever been changed? Yes  No
4. Has any other business amalgamated or merged with you? Yes  No
5. Have you purchased any other business? Yes  No
6. Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other business? Yes  No

If you have answered "Yes", to any of the above, please supply details.

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7. Please provide details of:

a) the precise nature of the activities of the Business, including primary purpose of software/systems provided, sold or licensed.

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b) any advice given in relation to the activities of the Business.

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c) the approximate percentage of your gross income derived from the following business activities.

Hardware Sales	%
Hardware Sales (Own Developed)*	%
Third Party Software Sales	%
Software Sales (Own Developed)*	%
Data Communication Services (ISP)*	%
Telecommunication Services*	%
Integration Services	%
Maintenance Services	%
Data Processing/Warehousing Services	%
Bureau Services	%
General Consultancy	%
Other (Please Describe)	%
Total	100%

\*Addendum form to be completed.



**DETAILS OF BUSINESS** *(continued)*

8. Have you previously been, or are you currently, or do you intend to be, within the Period of Insurance, a part of a joint venture, partnership or consortium? Yes  No

*If "Yes", please supply details.*

Joint Venturer	Details

9. Do you provide, to any third party, any indemnity against infringement of another third party's intellectual property? Yes  No

*If "Yes", please provide copy of the indemnity clause.*

10. Do you have sole legal rights to the intellectual property licensed/sold/shared? Yes  No

*If "No", please provide details.*

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11. Do you act as an agent for any company(s)? Yes  No

*If "Yes", please provide details.*

Company	Software/Hardware/Services provided in accordance with the agency	Percentage of agency sales to total turnover

12. Are you involved in system integration/outsourcing contract(s)? Yes  No

*If "Yes", what is the typical project size?*

- Single user location with less than 25 users/sites
- Multi-user locations with less than 75 users/sites
- Multi-user location in excess of 76 users/sites

13. Please provide brief description and contract value for the five (5) largest contracts undertaken over the past five (5) years.

Brief Description	Contract Value (S\$)



**DETAILS OF BUSINESS** *(continued)*

14. Does any contract or client represent more than 50% of your annual work or fees? Yes  No   
*If "Yes", please supply details.*

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15. Do you engage consultants, sub-contractors or agents? If "Yes" Yes  No

a) Do you insist they carry their own Information & Communication Technology Liability Insurance? Yes  No

b) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes  No

16. Do you have all employees, consultants and subcontractors assign you their intellectual property rights? Yes  No   
*(If "Yes", please provide copy of standard agreement.)*

17. Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months? Yes  No

18. Do you perform work outside India, or work for clients located overseas? Yes  No   
*If "Yes", to 17 or 18 please supply details.*

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**FINANCIAL DETAILS**

	India	Overseas
19. a) Annual gross wages	INR	INR
b) Annual gross turnover	INR	INR
c) Largest annual fee for any one client	INR	INR
d) Please provide the approximate percentage of your activities (based on turnover) applicable to each country.		

Country	India	Asia	Europe	USA/Canada	Other
% of Income	%	%	%	%	%

**CLAIM DETAILS**

20. Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes  No

*If "Yes", please supply details.*

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**CLAIM DETAILS** *(continued)*

21. a) Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Business or any of its predecessors in business or any prior business of any of its present or former Partners, Principals or Directors, or have circumstances been notified or should have been notified to insurers that might give rise to a claim? Yes  No
- b) Have you had any claims made, threatened or intimidated against you for Information & Communication Technology Liability including Professional Indemnity & Product Liability? Yes  No   
*If "Yes", to either a) or b) please provide the following details in respect to each matter.*
- c) Are there any facts or circumstances which might give rise to a claim? Yes  No   
*If "Yes", to either a) or b) or c) please provide the following details in respect to each matter.*

Date Matter Notified	Name of Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalized or Outstanding

22. Are any of the Partners, Principals or Directors, **after enquiry**, aware of any claim or circumstance that might give rise to a claim against the Business or any prior business or any of their present or former Partners, Principals or Directors, which matter is not referred to in Question 21 above? Yes  No   
*If "Yes", please provide the following details in respect to each matter.*

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate of Potential Liability

**DATE RECOGNITION**

23. Are any of your services, software or hardware provided, sold, licensed, or shared, used or have been used to assist in meeting Date Recognition Conformity? Yes  No   
*If "Yes", please fully describe and state the percentage of income received from these Service/software/hardware related to your total turnover.* Percentage \_\_\_\_\_%

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**DETAILS OF INSURANCE COVER**

24. a) Does the Business presently carry, or has it ever carried, Information and Communication Technology Liability Insurance? (if "Yes") Yes  No

Insurer: \_\_\_\_\_ Limit of Indemnity: 

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Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Premium: 

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b) Has the Business or any Partner, Principal or Director ever been refused this type of insurance, or had similar insurance cancelled, or had an application of renewal declined, or had special terms imposed? Yes  No

*If "Yes", please supply details.*

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**COVER REQUIRED**

	Limit of Liability	Deductible/Excess
26. Section A – Errors or Omission:	INR	INR
Section B – Bodily Injury/Property Damage:	INR	INR

Please indicate any Optional Extension for which you seek cover:

- Increased Aggregate Liability (Reinstatement)
- Third Party Intellectual Property Coverage



**RAHEJA  
QBE**

## DECLARATION

I hereby declare and warrant that to the best of my knowledge and belief that the answers given above are complete and accurate in all respects and represent the true position and that I have not withheld any information material to this proposal. I agree that this proposal, the declarations and accompanying documents or papers and any information provided hereafter shall form the basis of the contract proposed with Raheja QBE.

Name of Business: \_\_\_\_\_

Signed \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Partner, Principal or Director

### Claims Made Policy (Section A only)

The application for Errors or Omission cover 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 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/ application form for the current period of cover or on any previous proposal/application 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.

### 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 renew or continue an insurance in respect of any kind of risks 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 five hundred rupees