

Bajaj Allianz General Insurance Co Ltd

Professional Indemnity Insurance Miscellaneous Profession Proposal Form

LIABILITY OF THE COMPANY DOES NOT COMMENCE UNTIL THE PROPOSAL HAS BEEN ACCEPTED AND THE PREMIUM HAS BEEN RECEIVED IN A ACCORDANCE WITH THE PROVISIONS OF SECTION 64VB OF THE INSURANCE ACT, 1938

APPLICANT INFORMATION

- 1. Name of Applicant:

- 2. Address of Applicant's principal or registered office:

Web site address of Applicant (if applicable):

- 3. Is the Applicant a:
Sole Proprietor
Partnership
Private Company
Publicly traded Corporation
Other (Explain): _____

4. Year Established: (If less than three (3) years please attach resumes or biographies of all principals)

5. Professional Services:

Please describe in detail the professional services that the Applicant provides for which coverage is required, including services offered by subsidiaries:

Note: Only those services which are listed on the policy, as Professional Services shall be made a part of the coverage offered.

6. Annual Gross Revenue derived from the professional services described in response to question 5:

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Year	U.S. / Canada Revenue	No. of Clients	OECD countries Revenue	No. of Clients	Non OECD countries Revenue	No. of clients	India Revenue	No. of clients
Projected next year								
Current year								
Previous year								

7. Does the Applicant wholly or partially own, operate, manage or control any other business and for which coverage is requested? Yes No
 If yes, provide details below:

NAME LOCATION OWNERSHIP BUSINESS

8. Does any regulatory authority license the Applicant? Yes No
 If yes, please list the regulatory authority (ies):

9. Has the Applicant been involved in any mergers, acquisitions or consolidations in the past five (5) years? Yes No

If yes, please provide full details.

10. Is the Applicant presently involved in or considering any merger, acquisition or change in control? Yes No

If yes, please provide full details.

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11. Has the Applicant changed its name in the past five (5) years? Yes No
If yes, please provide full details.
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12. In the next eighteen (18) months, does the Applicant anticipate any changes in the nature of the professional services described in response to question 5? Yes No

If yes, please provide full details.

PROFESSIONAL SERVICES

13. For each of the following, please check YES or NO. Please attach descriptive documents or brochures.

SERVICE AGREEMENTS:

- a. Are contract fees negotiated and agreed to in advance?
- b. Are written service agreements required for all clients?
(If Yes, attach a sample).
- 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?
- e. Does the Applicant provide warranties or guarantees?
- f. Does the Applicant describe services in a brochure?
(If Yes, attach a sample).

QUALITY CONTROL:

- g. Is there a formal procedure for handling client complaints?
- h. Is ADR or mediation to resolve complaints part of the service Agreement?
- i. Are audits or reviews of service performed by employees

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conducted?

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

k. Does the Applicant ever assume liability for others by contract? -
(If yes, please attach a sample contract)

PROFESSIONAL CREDENTIALS:

l. Do employees hold professional licenses or certification ?

If Yes, please identify –

m. Does the Applicant pay for continuing education to maintain such
professional licenses or certification ? –

CLIENT MANAGEMENT

n. Are there formal criteria for accepting new clients ?

o. Is there a formal policy for conflict of interest ?

p. Is there a formal policy for client confidentiality ?

q. Does the Applicant engage in any other professional activities not
listed in question 5 above ? (If Yes, attach description or explanation.)

14. 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

15. a) Has the Applicant, any partner, officer, director, or employee for whom
coverage is being requested, ever been censured, fined, or had a professional
license suspended or revoked ? (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? (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 ? (If yes, provide details.)

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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? (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

16. Do you currently purchase professional liability coverage? Yes No
- If yes, please list:
- Current Insurer: _____
- Term: _____
- Limit: _____
- Deductible: _____
- Premium: _____
- Retroactive date: _____

SIGNATURE AND AGREEMENTS

INFORMATON OR DATA CONTAINED IN OR SUBMITTED IN CONNECTION WITH THIS APPLICATION (OR OTHERWISE TO ANY OF COMPANIES WITH THE UNDERWRITING PROCESS) DOES NOT CONSTITUTE NOTICE OF AN OCCURRENCE, WRONGFUL ACT, CLAIM, SUIT OR OTHER CIRCUMSTANCE AND DOES NIT SATISFY ANY OF THE REPORTING NOTIFICATION OR OTHER PROVISIONS OF ANY POLICY, AS SUCH, ANY NOTICE MUST BE GIVEN SEPARATELY IN ACCORDANCE WITH THE APPLICABLE POLICY CONDITIONS.

For the purposes of this application, the undersigned office of all person (s) and entity (les) proposed for this insurance declares this to the of his/her knowledge and belief, after reasonable inquiry, the statements in this application, and in any attachments, are true and complete. The company is authorized to make any inquiry in connection with this application. Signing this application shall not constitute a obligate the company to complete this insurance, but it is agreed that application and other information submitted to us by you or on your behalf or by or on behalf of any other party applying for this insurance shall be the basis upon which a policy may be issued.

If the statements in this application or in any attachment change materially before the effective data of any proposed policy, the applicant must notify the company may modify or withdraw any quotation.

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You understand that the limit of liability under any policy to be issued in response hereto shall both payment of claim and defense expenses as defined in the policy.

Defense cost provision : Please note that defense cost provision of the policy stipulate that the limits of liability may be completely exhausted by cost of legal defense, Any deductible or retention shall apply to investigation expense and defense costs as will as indemnity,

I/we hereby unconditionally allow the Company to share all my / our information being collected in this proposal form or through telephone / email / web-inputs means or other means, as updated from time to time within group entities.

Signature of Authorized Representative & Title

Date

Signature of an executive Officer of the Applicant & title

Date

PROHIBITION OF REBATES

1. No person shall allow or offer 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 rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakhs rupees.