

TechPro Compete Liability Insurance Proposal Form

Your business

Name(s) in full of all entities to be insured:

Website:

Please list the locations from which you conduct business including overseas domiciled locations:

.....

Commencement date of your businesses:/...../.....

Please provide the following details in respect of your principals or directors:

Name	Qualifications	Qualified Year	Years practicing as principal	
			This firm	Previous firm
		/ /		
		/ /		
		/ /		
		/ /		

Business details

Please supply total numbers of

Partners / principals / directors	Programmers
Professional staff	Sales & marketing
Consultants	Administration / supports
System analysts / designers	Other (please specify)
	Total

In the past 5 years

(a) Has the name of the business changed?	Yes	No
(b) Have you purchased or merged with any other business?	Yes	No
(c) Have you sold or demerged from any other business?	Yes	No
(d) Do you require cover for any subsidiary, joint venture or	Yes	No
(e) Do you expect any significant change to your operations or the development and release of new services/products over the next twelve (12) months?	Yes	No

If 'yes' to any of the above, please supply details:.....

Financial details

Please supply details of your total revenue (include fee income) from the countries in which you conduct business:

Country	Revenue Last Financial Year	Revenue Current Financial Year (forecast)	Revenue Next financial Year (forecast)
	INR	INR	INR
	INR	INR	INR
	INR	INR	INR
	INR	INR	INR
	INR	INR	INR
	INR	INR	INR
	INR	INR	INR
Total	INR	INR	INR

Financial details

Please state the approximate percentage of your activities (based on revenue current financial year-forecast) applicable to each region:

Asia	Australia	USA/ Canada	Europe	Others	Total
%	%	%	%	%	%

Please supply details of your turnover for the following:

Revenue by type of client	Last Financial Year	Current Financial Year	Next Financial Year
Government	%	%	%
Finance & banking	%	%	%
Commercial/ Industrial	%	%	%
Total	%	%	%

Business activities

Please provide the precise nature of the activities of the business, including primary purpose of the software/systems provided, sold or licensed including details of any advice provided.

Type of Services	Current financial year (forecast) in %
Software Development
Hardware Development
Hardware Sales (Third Party)
Hardware Sales
Software Sales (Third Party)
Software Sales
Data Communication
Telecommunication
Integration Services
Maintenance Services
Data Processing/ Bureau Services/ BPO
Cloud Hosting/ Data Hosting
General Consultancy
Any other activity, pls specify
Total

Are any of your products / services:

- | | | |
|--|-----|----|
| • Intended for use in industrial/process control systems, SCADA systems, robotic and/or enterprise resource planning? | Yes | No |
| • Intended for use in aviation, navigation, radar, railway, aircraft, watercraft, military installations and or warfare equipment? | Yes | No |
| • Intended for use in any surgical/medical application or equipment? | | |
| • Intended for use in any pollution control system, nuclear, energy, power, water and/or oil/gas/petrochemical installation? | | |
| • Intended for use for/in trading systems used in wagering, financial markets and/or crypto- currency markets? | | |
| • Intended for use in the provision of any adult content/pornographic material? | | |
| • Intended for use in emergency, fire and/or the security industry? | | |

Is the failure of any of your products/services likely to result in any of the following outcomes:

- | | | |
|---|-----|----|
| - Loss of life or injury to a person? | Yes | No |
| - Destruction or damage to physical property? | Yes | No |
| - Immediate and severe financial loss? | Yes | No |
| - Significant cumulative financial loss? | Yes | No |

If 'yes' to any of the above, please provide details

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Contracts and contractual management

Please provide details of the five (5) largest contracts you have undertaken or completed in the last three (3) years, including those currently ongoing

Customer name	Contract period	Contract value (total)	Contract value (to you)	Country and industry sector in which the contract was performed	Brief description of work undertaken by you
	From : To:	INR	INR		
	From : To:	INR	INR		
	From : To:	INR	INR		
	From : To:	INR	INR		
	From : To:	INR	INR		

Please supply the following details in respect of your contractual management procedures:

- (a) What is the average contract value undertaken by you?Months
- (b) What is the average contract duration undertaken by you?Months
- (c) Are all of your contracts subject to your standard terms and conditions? Yes No
- (d) Please outline the percentage of contracts that you enter into which are not subject to standard terms and conditions %
- (e) Do you obtain legal advice on all contracts and contract variations? Yes No
- (f) Do your contracts include a Statement of Work (SOW) outlining specific services / products to be provided? Yes No
- (g) Do you ever accept liability for consequential damages, special or indirect damages, loss of profits or liquidated damages? Yes No
- (h) Do you include a limitation of your liability to the cost of services or cost of the products provided? Yes No
- (i) Do you enter into fixed price contracts? Yes No
- (j) Do you ever agree to limit the liability of suppliers, manufacturers, contractors, resellers or customers? Yes No
- (k) Aside from intellectual property, death, personal injury or property damage, do you ever agree to indemnify or hold harmless suppliers, manufacturers, contractors, resellers or customers? Yes No
- (l) Has there ever been an occasion where your company has entered into a contract which could not be fulfilled?

Contractors

- (a) Do you engage consultants, sub-contractors or agents? Yes No
- (b) What percentage of your work is performed by consultants, subcontractors or agents?%
- (c) Do you always enter into agreements with consultants, sub-contractors or agents? Yes No
- (d) Do you require all consultants, sub-contractors or agents to carry own professional indemnity (E&O) and personal injury & property damage (GL) insurance? Yes No
- (e) Do consultants, sub-contractors or agents always agree to indemnify you in contracts?

Please describe the type of services or products performed/provided by the consultants, sub-contractors or agents?

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Yes No

Risk management

Please supply the following details in respect of your risk management procedures:

- | | | |
|---|-----|----|
| (a) Do you obtain customer sign-off prior to the commencement of work? | Yes | No |
| (b) Do you obtain customer sign-off upon reaching project milestones? | Yes | No |
| (c) Do you conduct testing prior to final handover to the customer? | Yes | No |
| (d) Do you obtain written acceptance from the customer upon project completion? | Yes | No |
| (e) Do you have a formal process for selecting customers, resellers, vendors and suppliers? | Yes | No |

What clearance procedures do you have in place to ensure that you do not infringe a third party's Intellectual Property (IP)?

- | | | |
|---|-----|----|
| (a) Do you obtain legal advice from IP lawyers prior to releasing any new products or software? | Yes | No |
| (b) Are all employees required to sign a statement agreeing not to distribute or utilise former employers' trade secrets? | Yes | No |
| (c) Do contractors used for software development sign copyright license agreements assigning all rights to you? | Yes | No |
| (d) How many patents do you currently own or are pending approval? | | |

Please outline your top three (3) competitors:

1.	2.	3.
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If you are providing hosted services or data center services, what redundancies and continuity procedures do you have in place to ensure network reliability should system failure occur?

Please describe the procedures you have in place to protect your customers' private/personally identifiable information?

Claims details

Has any partner, principal, director or staff member ever been subject to disciplinary proceedings for professional misconduct? If 'Yes', please supply details.

- | | | |
|---|-----|----|
| a) Have any claims for negligence or breach or 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 to insurers that might give rise to a claim? | Yes | No |
| b) Have you had any claims made against professional indemnity & product liability? | Yes | No |
- If 'Yes', to either a) or b) 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 the matter	Amount paid or estimate of potential liability	Is matter finalised or outstanding?
/ /					
/ /					
/ /					

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 above?

If 'Yes', please provide the following details in respect to each matter.

Name of claimant or potential claimant	Brief description of the matter	Estimate of potential liability

Has your business or practice or any partner, principal or director ever been declined this type of insurance, or had similar insurance cancelled, or had an application for renewal declined, or had special terms or restrictions imposed? Yes No

If 'yes', please supply details:

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Your insurance details

Do you presently carry or has the business ever carried Professional Indemnity Liability Insurance? Yes No

If 'Yes', please provide details:

Insurer:

Expiry date: / / Retroactive date / /

Limit: Professional Indemnity INR..... Personal injury and property damage INR.....

Please indicate if the below cover is important to you:

- | | | |
|--|-----|----|
| (a) Patent right infringement cover (this is critical if you engage in work such as R&D, software development, programming, customization, bespoke solutions) | Yes | No |
| (b) Limitation of liability cover (this is critical if you e.g. agree in contract to limit the liability of any third party such as suppliers, manufacturers, contractors, resellers, customers) | Yes | No |
| (c) Contractual liability cover (this is critical if you e.g. agree in contract to indemnify or hold harmless any third party such as suppliers, manufacturers, contractors, resellers, customers) | Yes | No |
| (d) Return of fees cover (this is critical if you e.g. enter into large contracts, enter into fixed price contracts, agree in contracts to limit your liability to the return of fees) | Yes | No |
| (e) Privacy cover (this is critical if you e.g. handle any personally identifiable information) | Yes | No |

Please provide the following information which will increase the underwriters understanding of your company

- marketing material outlining your company's capabilities;
- copy of customer, supplier, contractor agreements;
- copy of quality assurance, risk management, disaster recovery plan and due diligence procedures;
- due diligence procedures for intellectual property clearances.

Declaration

1. I am / We are authorised by each of the other Applicants to make this Proposal.
2. I/We have read and understood the Notice to the Proposed Insured on the front of this Proposal.
3. I/We have read this Proposal and the accompanying documents and acknowledge the contents of same to be true and complete.
4. I/We understand that, up until a contract of insurance is entered into, I/We are under a continuing obligation to immediately inform Raheja QBE of any change in the particulars or statements contained in this Proposal or in the accompanying documents.
5. I/We hereby declare and warrant on my behalf and on behalf of all those to be insured and after enquiry that to the best of my knowledge and belief that the answers given above are complete and accurate in all respects 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.
6. I/We hereby give my/our consent to Raheja QBE General Insurance Company Limited ('the Company') to verify and obtain my/our identity/address proof as well as the identity /address proof of the insured through Central KYC Registry or UIDAI or through any other modes for the purpose of undertaking KYC.
7. I/We hereby declare and confirm that the premium has been paid out of legally acquired sources of income and the subsequent premiums if any, will continue to be paid out of legally declared and assessed source of income.
8. I/We agree that the Policy shall become voidable at the option of the Company, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the personal statement,

declaration and connected documents, or if any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.

9. I hereby declare and warrant that to the best of my knowledge and belief the answers given above and documentation submitted are true, complete and accurate and that I have not withheld any information material to this proposal. I agree that the information in this form and the accompanying documentation submitted shall form the basis of the contract proposed between me and the Company.
10. Are you or any of the proposed applicants/beneficial owner a PEP* or a close relative of a PEP*? YES / NO
If yes, please give details:.....
*Politically Exposed Persons (PEPs) are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States/ Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc

Insured Name:

Signed: Partner, principal or director: Date:

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 or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

Insurance is the subject matter of solicitation.



DECLARATION FOR COMPLIANCE WITH ANTI-MONEY LAUNDERING REGULATIONS

We _____ (Insured Named) hereby declare that the source of funds for the premium paid for obtaining this insurance cover is through legitimate funds from our Bank Account No. _____ with _____ (Name of the Bank) _____ (Bank Branch & IFSC Code).

Place & Date: Signature & Stamp of the Insured.....

Please provide copy of a cancelled cheque if premium is paid through NEFT /ECS /RTGS

Please enclose one document of 'Proof of Identity' and one document as 'Proof of Address' with this application.

The following documents are accepted as:

Proof of Identity:	Proof of Address:
For Individuals	
1. Passport	1. Telephone/Mobile bill not older than six months on the date of commencement of insurance
2. PAN Card	
3. Driver's License	2. Bank A/c Statement with Residential address not older than six months on the

4. Voter's Identity Card	date of commencement
5. Letter from Recognized Public Authority	3. Electricity Bill
	4. Ration Card
	5. Valid Lease Agreement along with Rent Receipt for 3 Months preceding the date of commencement of risk
	6. Employer's Certificate
	7. Letter from Recognized Public Authority
For Companies	
1. Certificate of Incorporation and Memorandum and Articles of Association.	
2. Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account.	
3. Power of Attorney granted to its managers, officers or employees to transact business on its behalf.	
4. Copy of PAN allotment letter	
For Partnership Firms	
1. Registration Certificate	
2. Partnership Deed	
3. Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf.	
4. An officially valid document identifying the partners and the persons holding the Power of Attorney and their address.	
For Trusts and Foundations	
1. Certificate of registration, if registered.	
2. Power of Attorney granted to transact business on its behalf.	
3. Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/managers/directors and their address.	
4. Resolution of the founding body of the foundation/trust/association.	

Please note that this is not an exhaustive list. If you do not have any of these documents please contact your Agent/Broker/ nearest Raheja QBE Office or call our Toll Free Number 1800 - 102 - 7723