

## Bajaj Allianz General Insurance Company

**Regd. Office & Head Office: GE Plaza, Airport Road, Yerwada, Pune - 411 006**

**For Office Use only:**

Scrutiny No	Receipt No	Policy No

**For Agent Use Only:**

IMD Code	Sub IMD Code	Mobile No.

Emp/ LG Code

### BAJAJ ALLIANZ PROFESSIONAL PROTECT INSURANCE FOR CONSTRUCTION PROJECTS :PROPOSAL FORM

**NOTICE TO THE PROPOSED INSURED**

**a) Disclosure of Relevant Facts**

**Your Duty of Disclosure**

Before you enter into a contract of insurance with an insurer, you have a duty to disclose to the insurer every matter which you know, or could reasonably be expected to know. The disclosures that you make are relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

**Comment**

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (eg. Claims or circumstances, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

**b) Claims Made Policy**

This proposal 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 of 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 Form for the current period of cover or on any previous proposal 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.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.

All questions must be answered to enable a quotation to be given. The completion and signature of this proposal form does not bind the Proposer(s) or the Insurer(s) to complete a contract of insurance. If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate question number).

This is a proposal form for a Policy relating to claims made against the Insured during the Policy Period.

**1. GENERAL INFORMATION**

(a) Name of Policyholder \_\_\_\_\_

(b) Address of Principal Office \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Date of Establishment \_\_\_\_\_

(d) Website Address \_\_\_\_\_

(e) Role in the project (e.g. Prime Engineering Consultant or Contractor), and summary of Professional Duties:

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(f) Name of other parties to be included for this insurance, and the professional duties they will Perform:

Name	Professional Duties	Contract Awarded?
_____	_____	Yes ____ No ____
_____	_____	Yes ____ No ____
_____	_____	Yes ____ No ____

(g) Name of Principal / Funding Agency / Developer (if different from any of the above):

(h) Are any parties named above financially associated with any Practice or Company involved in this Project (whether proposing for this insurance or otherwise)?

Yes \_\_\_\_ No \_\_\_\_

If 'Yes', please provide full details by attachment.

(i) Will any of the parties to be included for this insurance operate from offices within territories under the legal jurisdiction of i) USA or ii) Canada? Yes \_\_\_\_ No \_\_\_\_

If 'yes', please highlight this, marking by their name (\*\*USA or \*Can) and provide full details by attachment.

(j) Have any of the parties to be included for this insurance been established for less than 5 years? Yes \_\_\_\_ No \_\_\_\_

If 'Yes', please provide full details by attachment.

## 2. PROJECT DETAILS

Please provide details of the project for which insurance is sought:

(a) Title and Location of the project:

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(b) Legal Jurisdiction to which this insurance should respond (E.g. "India Only")

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(c) Brief description of the project and the responsibilities of the Proposer and the sub- contractors (please provide full details by attachment):

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(d) State the project design standards to be utilized for the Project:

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(e) State the quality assurance programs in place for the Project to ensure operating practices strive for minimum/ zero failure? (e.g. ISO)

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(f) The Estimated Gross Project Value:

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(g) The Estimated Gross Professional Fees (actual or 'notional', and net of Reimbursable Expenses):

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N.B. In the case of a Design & Build project structure, the Estimated Gross Project Value should include the value of all work to be executed, all goods and materials to be supplied, and all Gross Professional Fees (actual or 'notional') associated with the Professional Duties to be performed. Gross Professional Fees should include fees paid through to sub-consultants.

(h) Please provide by attachment a detailed breakdown of the Estimated Total Project Value for the entire project (or part of the project) for which this insurance is intended.

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(i) Is there a requirement under contract for professional indemnity insurance to continue in force beyond completion of the contractual Maintenance Period?

Yes \_\_\_\_ No \_\_\_\_

If 'yes', what further period is required?

(j) When are you expecting this professional indemnity insurance to incept?

(k) Please provide a complete Project Bar Chart / Time Schedule by attachment.

- a) the Feasibility stage
- b) the Design stage
- c) the Construction stage
- d) the Maintenance stage

(l) Please provide the copy of contract between the Main Proposer and Principal.

(m) Please summarize the approximate split of project value into nature of work involved:

Feasibility Studies/Reports	_____	%
Environmental Studies	_____	%
Land Fill / Land Fill Reclamation	_____	%
Telecommunications (Land-based)	_____	%
Power Transmission / Distribution (Land-based)	_____	%
Industrialized System Buildings	_____	%
Heating & Ventilating / Air conditions / Refrigeration Services	_____	%
Airports (Terminals and all airside work)	_____	%
Sports Stadiums / Associated Facilities	_____	%
Other Building Works (excluding associated civil work) of (number) stories	_____	%
Civil Works		
- Piling & Foundation Work	_____	%
- Highways	_____	%
- Water / Sewerage / Waste-water / Agricultural Resource Development	_____	%
- Bridges & Over-passes of more than 250m crossing span	_____	%
- Cut-&-Cover Tunneling, Culverts, Underpasses	_____	%
- Submersed Tunneling	_____	%
- Bored Tunneling less than 250m bored length	_____	%
- Bored Tunneling of more than 250m bored length	_____	%
- Shaft Sinking	_____	%
- Railways	_____	%
- Harbors / Jetties / Other Sea Defenses	_____	%
Outfall Sewer	_____	%
Other Off-Shore Pipelines	_____	%
On-shore Pipelines (as part of individual installations)	_____	%
On-shore Pipelines (other than as part of individual installations)	_____	%
Dams / Reservoirs	_____	%
Hydro-electric Installations	_____	%
Other Power Generation Works (Thermal/Thermal Co-generation/Waste-to-Energy)	_____	%
Nuclear Power Plant	_____	%
Cooling Towers / Silos	_____	%
Chemical & Petro-chemical Plant	_____	%
Conveying / crushing / screening / milling plant	_____	%
Solvent extraction & leaching equipment	_____	%
Other Process Plant	_____	%
Other (please specify, if necessary by attachment)	_____	%
	100	%

(n) Please state which of the following Professional Duties are required to be performed by or on behalf of the Proposer in connection with this Project:

	Yes	No
Administering retention fund	_____	_____
Agreeing clearing, forwarding & customs dues	_____	_____
Approval o-f detailed Drawings	_____	_____
Arranging site insurance	_____	_____

Authorizing progress payments	_____	_____
Cash flow forecast	_____	_____
Certifying final completion	_____	_____
Certifying final payment	_____	_____
Co-ordination / expediting	_____	_____
Cost estimates	_____	_____
Design criteria	_____	_____
Drafting Contract conditions	_____	_____
Feasibility Studies	_____	_____
Flow sheets	_____	_____
Geotechnical services	_____	_____
Inspection of installation work	_____	_____
Instructions to Tenderers	_____	_____
Issuing variation orders	_____	_____
Measurement	_____	_____
Quality control & assurance	_____	_____
 Quantity estimates	 _____	 _____
 Settling contractual claims	 _____	 _____
Supervision of commissioning	_____	_____
Tender adjudication	_____	_____
Working drawings	_____	_____
Other (please specify, if necessary by attachment):	_____	_____
_____	_____	_____

Note: Irrespective of whether contracts are signed under a Design & Build project structure, this insurance does NOT provide cover for claims arising out of the supervisory activities which under a traditional form of contract would be the responsibility of the building or engineering contractor rather than being the Professional Duty of the professional team.

(O) Please categorize all the Professional Duties required to be performed by or on behalf of the Proposer in connection with this project:

Activity	Total Gross Fees *, including any amount sub-contracted	Fees sub-contracted
Engineering		
i) Civil		
ii) Structural		
iii) Soil & Foundation		
iv) Mechanical		
v) Electrical		
vi) Heating & Ventilation		
8.2 Architectural		
8.3 Quantity Surveying		
8.4 Project Management		
8.5 Project Co-ordination		
Any other - please specify (by attachment if necessary)		
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TOTAL		

\* or "notional" fees included within the Total Estimated Contract Value in the case of Design & Build

(p) Please state the Proposer (or any of the parties named in Question 1 of this Proposal) will engage the services of independent sub-consultants? Yes \_\_\_\_ No \_\_\_\_

(q) If (p) is 'Yes', is coverage under this insurance intended to include such sub-consultants:

- i) with a waiver of rights of subrogation against them? Yes \_\_\_ No \_\_\_
- ii) without a waiver of rights of subrogation against them? Yes \_\_\_ No \_\_\_

(r) If (q) (ii) is 'Yes', will the proposer ensure that:  
such consultants have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance? Yes \_\_\_ No \_\_\_  
such consultants are required under their contracts to have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance? Yes \_\_\_ No \_\_\_

Or,  
will the Proposer ensure that such consultants will be engaged directly by the proposer's Principal?  
Yes \_\_\_ No \_\_\_

(s) Are there any aspects of the project (or part of the project) for which this insurance is intended which:  
(i) Comprise or include prototype or innovative construction techniques, designs or materials?  
Yes \_\_\_ No \_\_\_

(ii) are unusual with regard to the performance, quality, durability or tolerances required?  
Yes \_\_\_ No \_\_\_

(iii) the proposer is unfamiliar with and / or which do not fall within the scope of the work with which the proposer is thoroughly experienced? Yes \_\_\_ No \_\_\_

(iv) the proposer considers should be drawn to underwriters' attention? Yes \_\_\_ No \_\_\_  
If 'Yes' please provide full details (if necessary by attachment):

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(t) Please state if the Proposer (or any of the parties named in Question 1 of this proposal) is aware of:  
(i) Any costs incurred by them in the past arising from any actual or alleged negligent act, error or omission in the performance of their Professional Duty (whether insured or not).  
Yes \_\_\_ No \_\_\_

(ii) Any claim made against any of the Proposers, or any past or present partner, principal, director or employee of the Proposer?  
Yes \_\_\_ No \_\_\_

If "Yes", please provide particulars of the claim, including but not limited to the date matter notified, name of claimant, description of the matter, current status, and amounts paid.

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(u) Any circumstance or event, which might give rise to a claim for which cover would have been granted had this proposed policy been in force. Yes \_\_\_ No \_\_\_

If "Yes", please provide particulars of the potential claim, including but not limited to the date matter notified, name of potential claimant, description of the matter, current status, and estimated amounts paid.

If the answer to either of the above is 'Yes', please provide full details by attachment.

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Note: The answers to these questions are of the utmost importance & should only be completed after full & searching enquiry. Merely because in the proposer's opinion a circumstance or event which has arisen is unlikely to result in a claim does not mean that its occurrence need not be notified. Design & Build building or engineering contractors should consider their responses with extra care especially with regard to uninsured or unclaimed cost or expense incurred prior to handover of the works. If in any doubts give full details by attachment.

(v) Is the Main Proposer currently insured or has he previously proposed for or been insured by a professional indemnity policy? Yes \_\_\_\_ No \_\_\_\_

If 'yes':

(i) Please advise the following:

Insurer:

Policy Period:

Limit of Liability:

Amount of Retention:

(ii) has any such proposal been declined? Yes \_\_\_\_ No \_\_\_\_

(iii) has any insurer

refused to renew? Yes \_\_\_\_ No \_\_\_\_

imposed special restrictions? Yes \_\_\_\_ No \_\_\_\_

cancelled cover? Yes \_\_\_\_ No \_\_\_\_

if 'yes' please provide full details (by attachment if necessary):

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(w) Please state the Limit of Indemnity required (N.B. This Limit will be in the aggregate for the period of this insurance, and only applies in respect of each and every claim to the extent that such aggregate Limit is not exhausted. The Limit of Indemnity will include associated costs and expenses incurred in the defense and settlement of any claim).

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(x) Please state the retention that the proposer is willing to bear in respect of each and every claim: (N.B. Underwriters may require a minimum Excess higher & an the one requested. This Excess includes associated costs and expenses incurred in the defense and settlement of any claim).

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(y) Please provide by separate attachment any further information, which you feel will assist in the understanding of the project, contractual liabilities or any Professional Duties being performed.

(z) Policy Period : Risk Inception Date: DD/MM/YYYY Risk End Date: DD/MM/YYYY

**Declaration:**

I/We, the undersigned hereby declare and warrant that the above statements are true, accurate and complete. I/We desire to have an insurance policy as described herein with the Company and I/We agree that this proposal and declarations hereto shall be the basis of contract between me/us and the Company and I/We agree to accept a Policy subject to the conditions prescribed by the Company.

I/We agree that the Policy shall become null and void, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents, or any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.

I/We agree that the issuance of Policy/Cover Note shall be subject to realisation of premium cheque.

Date:

Signature of Partner / Director / Principal \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Policyholder: \_\_\_\_\_

**\* Certified that that the contents of the proposal form and documents have been fully explained to the Proposer and that he/they have fully understood the significance of the proposed contract.**

**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 FAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO FIVE HUNDRED RUPEES.

**ATTACHMENTS**

Please note here any and all attachments which form part of this proposal: Attached?

[check the numbers in the previous context]

- |              |  |     |      |    |      |
|--------------|--|-----|------|----|------|
| Question 1.4 | Financial associations                     | Yes | ____ | No | ____ |
| Question 1.5 | Work from offices within USA or Canada     | Yes | ____ | No | ____ |
| Question 1.6 | Established for less than 5 years          | Yes | ____ | No | ____ |
| Question 2.3 | Full details of Project                    | Yes | ____ | No | ____ |
| Question 3.3 | Breakdown of Estimated Total Project Value | Yes | ____ | No | ____ |
| Question 4.3 | Bar Chart / Time Schedule                  | Yes | ____ | No | ____ |
| Question 6   | Nature of Work                             | Yes | ____ | No | ____ |
| Question 7   | Detailed Professional Duties               | Yes | ____ | No | ____ |
| Question 8.6 | Categories of Professional Duties          | Yes | ____ | No | ____ |
| Question 11  | Claims Information                         | Yes | ____ | No | ____ |
| Question 12  | Insurance History                          | Yes | ____ | No | ____ |
| Question 14  | Other Information as scheduled below:      |     |      |    |      |



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Yes \_\_\_\_  
Yes \_\_\_\_  
Yes \_\_\_\_

Comments (if any):

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