UIN: IRDAN113RP0031V01200102

Bajaj Allianz General Insurance Company

Bajaj Allianz House, Airport Road, Yerawada, 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 MEDIA PROFESSIONALS : 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) Please list all additional business entities (whether or not currently trading, including year of establishment and year of cessation if applicable)

_____

_____

_____

(f) Please list addresses of all other offices currently trading

_____

_____

_____

(g) Is/are the firm(s) or any principal, partner or director a member of a consortium, joint venture, single project partnership or group practice?

☐ YES ☐ NO

If **"YES"**, please supply details:

_____

_____

_____

(h) Does the firm(s) or any principal, partner or director carry out any work on behalf of any other business in which they have a controlling or financial interest (other than as a shareholder in a public quoted company)?

☐ YES ☐ NO

If **"YES"**, please supply details:

_____

_____

_____

2. STAFF AND PARTNERS

(a) Please give details of any principal, partners or directors:

Name	Date of Birth	Relevant Qualifications	Year became Partner/Director

(b) Please give details of number of permanent staff in current business:

	Full Time	Part Time
Principal/Partners/Directors		
Professionally Qualified		
All Others		

(c) Does the firm(s) use specialist designers, consultants or sub-contractors? ☐ YES ☐ NO

If "**YES"**, please answer the following:-

(i) Please state what proportion of the firm(s) business involves the subcontracting of work to others? _____%

(ii) Does the firm(s) insist that the specialist designers / Consultants / sub-contactors maintain their own PI cover? ☐ YES ☐ NO

(iii)What services does the firm(s) use the specialist designers/ consultants/ sub- contractors for?

_____

_____

(iv) How does the firm(s) select and manage the specialist designers/ consultants/ sub-contractors?

_____

_____

3. PROFESSIONAL SERVICES

(a) Please state your total gross income for the last 5 years, plus an estimate for the current and forthcoming year:

Year Ending	In Territory where domiciled	In USA/Canada or elsewhere for clients whose address is in USA /Canada	Elsewhere	Total
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR
/ /	INR	INR	INR	INR

Estimate for the Current and Forthcoming Year

Year Ending	In Territory where domiciled	In USA/Canada or elsewhere for clients whose address is in USA /Canada	ROW
/ /	INR	INR	INR
/ /	INR	INR	INR

If any income is derived from any office domiciled overseas for which coverage is required,

please complete the income breakdown in the **Tax Form** at the back of the proposal form.

(b) Please give the percentage split of total gross fees / turnover received in the last complete financial year:

Gross Fees / Turnover

Advertising – TV (Turnover)	INR_____
Advertising – Non-TV (Turnover)	INR _____
Broadcasting – TV (Turnover)	INR_____
Broadcasting – Radio (Turnover)	INR_____
Broadcasting – Satellite (Turnover)	INR_____
Corporate Identity/ Branding (Fee)	INR_____
Conference / Event Organisation (Turnover)	INR_____
Direct Marketing/ Mailing (Fee)	INR_____
Distribution (Turnover)	INR_____
Game / Competition Design (Fee)	INR_____
Graphic Design (Fee)	INR_____
List Broking (Fee)	INR_____
Media Buyer – TV (Turnover)	INR_____
Media Buyer – Non-TV (Turnover)	INR_____
Marketing / PR Consultancy (Fee)	INR_____
Multimedia Consultancy (Fee)	INR_____
Printing (Turnover)	INR_____
Promotional Materials (Turnover)	INR_____
Publishing (Turnover)	INR_____
Subsidiary Rights (Turnover)	INR_____
Other – please specify	INR_____
Total	INR_____

(d) Does the work split above represent the make up of the firm(s) over the past three years? ☐ YES ☐ NO

(e) Are any substantial changes in the percentage amounts shown above anticipated during the next 12 months? ☐ YES ☐ NO

If **"YES"**, please provide an explanation:

_____

_____

_____

Broadcasting Section

(a) Please provide a percentage split of your broadcasting programmes:-

Consumer Programmes	_____%	Current Affairs / News	_____%
Documentaries	_____%	Films	_____%
Investigative / Exposes	_____%	Light Entertainment (Inc. Sports / Comedy)	_____%
Live / Unscripted	_____%	Religious/ Political	_____%

Other – please specify _____

(b) What percentage of your broadcasts are via the Internet? _____%

(c) What is the percentage of programmes produced by a third party _____%

(d) Are all News broadcasts sourced from a third party? ☐ YES ☐ NO

(e) Does the firm(s) ensure that a delay device is used for all live/ unscripted broadcasts? ☐ YES ☐ NO

(f) Does the firm(s) always refer potentially contentious material to lawyers prior to broadcasting? ☐ YES ☐ NO

Publishing Section

(a) Please provide a percentage split of your publications / distributed material:

Advertising	_____%	Autobiographies / Biographies	_____%
Business / Trade	_____%	Children's	_____%
Financial	_____%	Lifestyle	_____%
Local Newspapers	_____%	Medical / Technical / Scientific	_____%
National Newspapers	_____%	Religious/ Political	_____%

Other (please state publication type) _____%

(b) What percentage (approximately) of your turnover comes from advertising revenue? _____%

(c) What percentage of your turnover comes from contract publishing? _____%

(d) What percentage of your publications are via the Internet? _____%

(e) Confirmation publications are reviewed by:

Outside lawyers ☐ In-House lawyers ☐

Other (please specify) _____

(f) Please complete the table below:

Name of Publication	Publishing Format (e.g. magazine, book, newspaper)	Approx. Annual Circulation (weekly, monthly)	Territories Where Distributed

(g) Does the firm(s) have procedures in place for checking the accuracy, originally and content of work – including title clearance? ☐ YES ☐ NO

(h) Does the firm(s) have procedures in place to ensure all intellectual property rights have been acquired prior to publication? ☐ YES ☐ NO

(i) Does the firm(s) always refer potentially contentious material to lawyers prior to publication? ☐ YES ☐ NO

General Section

(a) Please give details of the 3 largest mailshots / direct marketing contracts undertaken in the past 3 years or anticipated if a new practice:

Name of Client	Business of Client	Size of Mailing	Total Contract Value INR	Income to You INR

(b) Does the firm(s) always work to a written specification for each contract including campaign details, volume, quality, timing and sign-off procedures ☐ YES ☐ NO

(c) Please give details of the 3 largest promotional contracts undertaken in the past 3 years or anticipated if a new practice:

Name of Client	Nature of the Contract	Total Contract Value INR	Income to You INR

(d) Does the firm(s) always obtain final client sign off before going to print? ☐ YES ☐ NO

(e) Does the firm(s) engage in the design of logos or trade marks? ☐ YES ☐ NO

If "**YES"**, please explain procedures in place to prevent any intellectual property infringement ?

_____

_____

_____

(f) Does the firm(s) engage in the distribution and/or redemption of coupons, rebates or other promotional games tickets? ☐ YES ☐ NO

(g) Are any substantial changes in the percentage amounts shown above anticipated during the next 12 months? ☐ YES ☐ NO

If "**YES"**, please provide an explanation:

_____

_____

_____

5. RISK MANAGEMENT

(a) Does the firm(s) always use standard written contract conditions? ☐ YES ☐ NO

If "**NO"**:

(i) What percentage of contracts are in the non-standard form _____%

(ii) What are the procedures for the sign-off / approval of a non-standard contract?

_____

_____

_____

(b) In respect of **all** contracts the firm(s) enters into, do they always include:

(i) an outline of the scope of services to be provided? ☐ YES ☐ NO

(ii) Limitation of liabilities? ☐ YES ☐ NO

(iii) Direct, Consequential and Economic Loss Exclusion ☐ YES ☐ NO

(iv) Indirect, Consequential and Economic Loss

	Exclusion	☐ YES	☐ NO
(v)	Force Majeure	☐ YES	☐ NO
(vi)	Guarantees	☐ YES	☐ NO
(vii)	Warranty Disclaimers	☐ YES	☐ NO
(viii)	Hold Harmless Agreement	☐ YES	☐ NO
(ix)	Arbitration Agreement	☐ YES	☐ NO

(c) Does the client always sign the contract? ☐ YES ☐ NO

(d) Does the firm(s) have standard procedures for the regular review of ongoing contracts internally and with the client? ☐ YES ☐ NO

(e) Does the firm(s) provide advice or services which fall outside of the scope of the contract? ☐ YES ☐ NO

(f) Does the firm always require satisfactory references or only when engaging senior employees?
☐ Always
☐ Senior appointments only

(g) Is any employee allowed to sign cheques on his/her signature alone for values exceeding ☐ YES ☐ NO

(h) How frequently are checks carried out on all entries in the cash book with paying-in books, receipts, counterfoils and vouchers, and reconciled with bank statements (including the balance of cash and unpresented cheques), independently of employees receiving or banking monies in respect of monies belonging to the firm as well as in trust on behalf of others?

☐ Weekly ☐ Monthly ☐ Quarterly

☐ Other (please specify) _____

(i)Please state Limits of Indemnity for which a quotation is required or local currency equivalent:

Sr No	Description	Amount (INR)
1	Limit of Liability (all Claims in the aggregate, including Defence Costs)	
2	Sub Limits, which form part of and are not in addition to the Limit of Liability in Item	
a	Emergency Costs Advancement in the aggregate	
b	Legal Representation Costs in the aggregate	
c	Lost Documents in the aggregate	

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

6. CLAIMS INFORMATION

(a) Has the firm(s) sustained any loss through the fraud or dishonesty of any person? ☐ YES ☐ NO

If "**YES",** please supply details:

_____

_____

_____

(b) Is the firm(s) aware of any allegation or occurrence of fraud or dishonesty at any time committed by any past or present partner, director or principal or employee? ☐ YES ☐ NO

If "**YES",** please supply details:

_____

_____

(c) After enquiry, have any Professional Liability claims ever been made against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners, directors or principals, either individually or otherwise for any negligence, errors, omission, breach of professional duty or the like, whether successful or not?

☐ YES ☐ NO

If **"YES"**, please supply details:

Date of Claim	Claimant	Details of Claim including any payments made or reserves held

(d) After enquiry, are any of the partners, directors or principals aware of any pending claims and/or circumstances existing which may give rise to a Professional Liability claim against the firm(s) and/or predecessors of the firm(s) and/or your current and/or retired partners/directors/principal?

☐ YES ☐ NO

If **"YES"**, please supply details:

Date of Circumstance	Claimant	Details of Circumstance

7. PREVIOUS INSURANCE

(a) Has the firm(s) previously been insured for Professional Liability insurance?

☐ YES ☐ NO

If "YES", please supply details:

Renewal Date	Limit of Liability	Premium	Excess	Insurer
/ /	INR	INR	INR	
/ /	INR	INR	INR	
/ /	INR	INR	INR	

(b) In respect of Professional Liability insurance, has any Insurer ever declined a proposal, declined to pay a claim, refused renewal, cancelled such insurance or imposed special conditions?

☐ YES ☐ NO

If **"YES",** please supply details:

_____

_____

_____

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 default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakhs rupees.

DECLARATIONS – PHYSICAL PROPOSAL FORM

- Are you or any of the proposal applicants a PEP* or a close relative of PEP*?

  If yes, please share the 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/juridical /military officers, senior executives of state-owned corporations, important political party officials, etc." ☐ Yes / ☐ No

- I/we hereby give my/our consent to the Company to verify and obtain my/our identity/address proof through CERSAI records or National Securities Depository Limited Portal for the purpose of undertaking KYC verification. ☐ Yes / ☐ No

- 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. ☐ Yes / ☐ No

- I/We hereby give voluntary consent to BAGIC/Company to share my/our personal information and data provided in this proposal form with its group companies or any other person in connection with the Insurance Policy or otherwise, including for providing products and services of group companies that may be of interest to me/us, to be used in accordance with their respective privacy policies and subject to appropriate measures being in place to safeguard my/our personal information. ☐ Yes / ☐ No

It is mandatory to keep your policy with updated contact (Mobile No., Email ID and PAN Card) and bank account details, to process any of your service requests faster and hassle-free in future.
You can update the same through Caringly yours App – http://onelink.to/v9zp7c , WhatsApp Service {Say 'Hi' on WhatsApp - +91 75072 45858}, Contact our 24-Hour Call Center at 1800-209-5858, 1800-102-5858, Give a Missed Call on – 8080945060, SMS "WORRY" to 575758, Email – bagichelp@bajajallianz.co.in, website – https://www.bajajallianz.com/general-insurance.html , contact your agent or nearest branch.