

Bajaj Allianz General Insurance Co Ltd

Professional Indemnity Insurance

Single Project Proposal Form

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

1. Details of parties to be insured:
1.1. Name and address of the main proposer:
Please advise what role the proposer will be undertaking in connection with the project:
Has the contract been awarded to the proposer?
1.2. Name and professional activities undertaken by any other parties who are to be covered by the proposed project professional indemnity policy:
1.3. Name of principal / funding agency / developer:
1.4. Are any parties named in question 1.3. financially associated with any practice or company involved in this project (whether proposing for this insurance or otherwise)?
If yes, please provide full details by attachment.
1.5. Are any parties to be insured hereunder domiciled in the USA?
1.6. Have any of the parties that are to be covered by the proposed project professional indemnity policy been established for less than 5 years?
1.7. Please complete the contractual matrix – attachment „A“.
2. Project details:
2.1. Name and location of the project:
2.2. Please provide a brief description of the project (and full details by attachment):

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2.3. Please provide a brief description of the ground conditions of the site where the project is to be constructed (and full details by attachment):

2.4. Estimated total contract value:

a) Total overall contract value:

b) If the parties (the proposer/s) to be included for this insurance are only involved in part to the overall contract, please provide the contract values applicable for that part:

2.5. Estimated gross professional fees (total professional fees for all parties who are to be covered by the proposed project professional indemnity policy:

2.6. Please provide by attachment a detailed breakdown of the estimated total contract value for the entire project (or part of the project, if applicable) for which this insurance is intended.

3. Construction and insurance periods:

3.1. Please summarise the expected time schedule for the project:

Please note that the length of the requested discovery period will have an effect on the premium. Where the discovery period exceeds 150% of the total construction period, insurers may limit coverage under the balance of the discovery period (the additional discovery period) to major structural defects. Insurers may also request an independent engineers report prior to the commencement of the additional discovery period.

3.2. What is the anticipated date for starting on site?

Please note coverage will be on a claims made basis. Claims or circumstances that may give rise to a claim must be reported to insurers during the policy period. Claims or circumstances reported to insurers after expiry of the policy period will not be covered. The discovery period forms part of the policy period.

3.3. Is there a requirement under contract for professional indemnity insurance to continue in force beyond completion of the contractual maintenance period?

3.4. When are you expecting this professional indemnity insurance to incept?

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3.5. Please provide a complete project bar chart / time schedule by attachment.

4. Details of contract conditions:

4.1. Please attach full copies of the main contractor(s) or relevant clauses under which the various professional responsibilities (and construction responsibilities in the case of design of design and construct) will be performed:

4.2. Please highlight all contract conditions that pertain to the proposers' professional duties for which this insurance is sought:

Note: Irrespective of whether contracts are signed under a design & construct project structure, this insurance does not provide cover for claims arising out of the day to day supervision of labour and construction work which under a traditional form of contract would normally be the responsibility of the building or engineering contractor rather than being the professional duty of the professional team.

5. Split of contract values:

Please summarise the approximate split of contract values into nature of work involved:

▪ Feasibility studies/reports		
▪ Environmental studies		
▪ Land fill/land fill reclamation		
▪ Telecommunications (land-based)		
▪ Power transmission/distribution (land-based)		
▪ Industrialised system buildings		
▪ Heating & ventilating/air conditioning/refrigeration services		
▪ Airports (terminals and all airside work)		
▪ Sports stadiums/associated facilities		
▪ Other building works (excluding associated civil work) of (number) storeys		
▪ Civil works	• Piling & Foundation work	
	• Highways	
	• Water/Sewerage/Waste	
	• water/Agricultural	
	• Resource Development	
	• Bridges & Over-passes of more than 250m crossing span	
	• Cut-&-Cover/Tunnelling/Culverts/Under passes	
	• Submersed Tunnelling	

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	<ul style="list-style-type: none"> • Bored Tunnelling less than 250m bored length 	
	<ul style="list-style-type: none"> • Bored Tunnelling of more than 250m bored length 	
	<ul style="list-style-type: none"> • Shaft Sinking 	
	<ul style="list-style-type: none"> • Railways 	
	<ul style="list-style-type: none"> • Harbours/Jetties/Other Sea Defences 	
	▪	
	▪ Outfall Sewer	
	▪ Other Off-shore pipelines	
	▪ On-shore pipelines (as part of individual installations)	
	▪ Dams / Reservoirs	
	▪ Hydroelectric Installations	
	▪ Other Power Generation Works (Thermal/Thermal Co-generation/Waste-to-Energy)	
	▪ Nuclear Power Plant	
	▪ Cooling Towers/Silos	
	▪ Chemical & Petrochemical Plant	
	▪ Conveying/crushing/screening/milling plant	
	▪ Solvent extraction & leaching equipment	
	▪ Other Process Plant	
	▪ Any other (please specify, if necessary by attachment):	
	Total	

6. Professional duties to be undertaken by the proposer(s):

Please indicate which of the following professional duties are required to be performed by or on behalf of the proposer in connection with this project:

Administering retention fund	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Agreeing clearing, forwarding & customs dues	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Approval of detailed drawings	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Arranging site insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Authorising progress payments	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Cash flow forecasts	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Certifying final completion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Certifying final payment	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Co-ordination / expediting	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Cost estimates	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Design criteria	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Drafting Contract Conditions	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Feasibility Studies	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Flow sheets	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Geotechnical services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Inspection of installation work	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Instructions to Tenderers	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Issuing variation orders	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

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Measurement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Quality control & assurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Quantity estimates	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Settling contractual claims	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Supervision of commissioning	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Tender adjudication	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Working drawings	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Any other (If yes please specify, if necessary by attachment):	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

7. Split of Gross Fees and Sub-Contracted Fees

Please provide a split of the total fees declared in question 2.5. between the following categories of professional activities required to be performed by or on behalf of the proposer(s) in connection with this project: *(please advise currency)*

Activity:	Total gross fees, incl. Amount subcontracted:	Amount of fees subcontracted:
7.1. Engineering: i) Civil ii) Structural iii) Soil & Foundation iv) Mechanical v) Electrical vi) Heating & Ventilation		
7.2. Architectural		
7.3. Quantity Surveying		
7.4. Project Management		
7.5. Project Co-ordination		
7.6. Any other – please specify (if necessary by attachment)		
TOTAL		

7. Details of Staff:

8.1. Please provide the following details of the main staff (incl. agency staff) employed to carry out the professional activities listed in questions 6 and 7 above (provide further details by attachment if necessary).

Name:	
Age:	
Duties:	
Professional Qualifications:	
Employed since:	

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Name:		
Age:		
Duties:		
Professional Qualifications:		
Employed since:		
Name:		
Age:		
Duties:		
Professional Qualifications:		
Employed since:		
Name:		
Age:		
Duties:		
Professional Qualifications:		
Employed since:		
8.2. If any of the staff listed in 8.1. above are not professionally qualified to carry out the professional duties required to be performed or on behalf of the proposer(s) in connection with this project, please attach full details of appropriate practical experience acquired in this and previous employment.		
8. Sub-Consultants and Sub-Contractors		
8.1. Will the Proposer (or any of the parties named in question 1 of this proposal) engage the services of independent sub-consultants or sub-contractors?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
8.2. If the answer to question 9.1. is „yes“, is the proposed project professional indemnity policy intended to cover such sub-consultants and/or sub-contractors?		
If so, will the proposer waive rights of recourse against them or will the proposer maintain rights of recourse?		
Rights of recourse waived:		
Rights of recourse maintained:		
8.3. If rights of recourse are to be maintained, will the proposer ensure that:		
i) such consultants and/or contractors have professional indemnity insurance for not less than the amount of cover requested by this proposal for this insurance?		
Yes <input type="checkbox"/> no <input type="checkbox"/>		
ii) such consultants and/or contractors 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 for the same total period?		
Yes <input type="checkbox"/> no <input type="checkbox"/>		

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Or			
iii) will the proposer ensure that such consultants and/or contractors are engaged directly by the proposer's principal?			
Yes <input type="checkbox"/> <input type="checkbox"/>			
<i>Please note that a premium discount may be available if rights of recourse are to be maintained against any sub-consultants or sub-contractors. The level of discount will be dependent upon the level of professional indemnity carried by such parties and the percentage of the total gross fees earned by such parties. If a discount is being sought in this respect, please provide the following information:</i>			
Names of party against whom rights of recourse are to be maintained:	Annual professional indemnity limit and insurer:	Percentage of total gross fees earned by named party:	
9. Tried and Tested Techniques:			
Are there any aspects of the project (or part of the project) for which this insurance is intended which:			
9.1. comprise or include prototype or innovative construction techniques, designs or materials?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
9.2. are unusual with regard to the performance, quality, durability or tolerances required?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
9.3. the proposer is unfamiliar with and/or which do not fall within the scope of work with which the proposer is thoroughly experienced?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
9.4. the proposer considers should be drawn to insurers' attention?			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
If the answer is „yes“ to any of the above, please provide full details (if necessary by attachment):			
10. Claims and Circumstances			
Please state if the proposer (or any of the parties named in question 1 of this proposal) is aware of:			
10.1. Any costs incurred by them in the past or any claim made against them arising from any actual or alleged negligent act, error or omission:			
<i>Please note that the above question 11.1. refers to all the proposers' professional activities, not</i>			

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<i>just this project.</i>	
10.2. Any circumstance or event which might give rise to a claim for which cover would have been granted had this proposed project professional indemnity policy already been in force.	
If the answer to either of the above is „yes“, please provide full details by attachment.	
<i>Note: The answers to these questions are of the utmost importance & should only be completed after full & searching enquiry of all the parties named in question 1 of this proposal form. 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 to be notified. Design & Construct 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 doubt, give full details by attachment.</i>	
11. Current and Previous Insurances	
Is the proposer currently insured or has he previously proposed for or been insured by a professional indemnity policy?	
Yes <input type="checkbox"/> no <input type="checkbox"/>	
If yes, please list:	
11.1. Current Insurer: _____	
Term: _____	
Limit: _____	
Deductible _____	
Premium: _____	
Retroactive date: _____	
11.2. has any such proposal been declined? No	
11.3. has any insurer:	
i) refused to renew? yes <input type="checkbox"/> No <input type="checkbox"/>	
ii) imposed special restrictions? yes <input type="checkbox"/> No <input type="checkbox"/>	
iii) required increased premium? yes <input type="checkbox"/> No <input type="checkbox"/>	
iv) cancelled cover? yes <input type="checkbox"/> No <input type="checkbox"/>	
If the answer to any of the above questions 11.2. and 11.3. is „yes“ please provide full details (by attachment if necessary).	
12. Other Insurances in Respect of this Project	
Please provide details of other insurances which are likely to be in force in respect of – and during the lifetime of – this project, and which can be expected to provide elements of coverage for professional exposures for the parties to be included in this insurance.	

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Please complete this section as fully as possible providing attachments where necessary as this information may serve to reduce the project professional indemnity premium level.

Insurance	Cover for professional exposures
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Construction „All Risks“ (e.g. DE3 Design cover following „physical damage“)	
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General-/Products-Liability (e.g. No exclusion of professional acts)	
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Product Guarantees (e.g. 12 month on equipment supplied)	
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Decennial / Latent Defects (e.g. 10 years on building works)	
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Other Professional Indemnity (e.g. Consultant’s annual practice policies)	
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Liquidated Damages	
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Advanced Loss of Profits	
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Any other policy(ies)	
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13. Limits and Self Insured Excess

13.1. Please state the limit of indemnity required

Note: 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 defence and settlement of any claim).

13.2. Please state the Self-Insured Excess that the proposer is willing to bear in respect of each and every claim:

14. Pollution Exposures

Are you prepared to accept a total pollution exclusion under the proposed project professional indemnity policy?

yes No

If the answer to the above is „no“, please go on to answer this question 15. (please note insurers may still impose either a total or sudden and accidental pollution exclusion)

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14.1. Are you aware of any aspect of the project that may give rise to exposures to pollution or contamination specifically arising out of :		
The type of the project		
The location of the project		
The prior history of the project site		
The design of the project		
The work method to be utilised for the project		
Surrounding property		
If the answer to any of the above is „yes“, please provide full details by attachment and continue to complete question 15.		
14.2. Do you (or any of the parties named in question 1) accept responsibility directly or vicariously, under contract or otherwise, for any clean-up, transportation, storage or disposal of any pollutant or contaminant, or any other exposure to pollution or contamination for which coverage is required?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If „yes“, please identify which parties accept such responsibility, describe briefly the responsibility accepted, and describe how it is executed. If possible, please refer to the clause in the contract where such responsibility is specified, and attach copies of such clauses.		
Name:	Responsibility:	Contract Clause:
14.3. Can you apportion a project value and/or fee element (actual or normal) to any of the above responsibilities?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If „yes“, please specify.		
14.4. Is any contractor or consultant (whether to be insured or not) employed to undertake any site investigation to ascertain the extent, location, or content of pollution or contamination on the project site, or the history of the project site with regard to pollution or contamination exposures?		
yes <input type="checkbox"/> no <input type="checkbox"/>		
If „yes“, please provide details (if necessary by attachment), including the name of such contractor or consultant and copies of any reports or test results.		
Note: Such reports or test results will be expected to refer inter alia to:		

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a) the overall size of the project site being developed, and within that, the size of the area of land being investigated where contamination/pollution is thought to (or known to) exist.
b) any recommended remedial measures to be undertaken in respect of the contaminated/polluted land.
c) „Caveats“ – e.g. the depth and width of area of land investigated, number of bore holes, etc.
d) all the ultimate uses of the area of land in (a) above.
If this is not the case, please provide such details separately by attachment.
14.5. To what extent has the critical design criteria relevant to pollution or contamination exposures exceeded the minimum accepted standards?
14.6. Have you become aware during feasibility studies, tender or contract negotiations of any potential breaches of current or anticipated laws and/or regulations covering pollution or contamination in the territory in which the project is located?
yes <input type="checkbox"/> No <input type="checkbox"/>
If „yes“, please provide full details by attachment of action taken to comply with such laws and regulations.
14.7. Are you aware after full enquiry if any of the parties to be insured have been the subject of any alleged or actual negligent act, error or omission based upon or arising out of pollution or contamination?
yes <input type="checkbox"/> No <input type="checkbox"/>
If „yes“, please provide details.
15. Third Party Property Damage and Bodily Injury
15.1. Please advise if the project is to be constructed on a „green field“ site.
yes <input type="checkbox"/> no <input type="checkbox"/>
If „no“, please advise details of surrounding property (including principal's property) as follows:
The distance of surrounding property from the proposed project site:
The nature of the surrounding property (type of property, usage of property and estimated value of property):
A site plan detailing location of proposed project and surrounding property.
15.2. Does the proposed project comprise of any elements or techniques that are known to potentially explosive and/or highly inflammable (or in any other way potentially hazardous to surrounding property)?

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Yes <input type="checkbox"/>	no <input type="checkbox"/>
If „yes“, please provide full details including likely maximum radius of surrounding area that would be affected by such explosive, inflammable or otherwise hazardous nature of the project.	
15.3. Does the proposed project consist of any elements or techniques that could potentially be hazardous to persons?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If „yes“, please provide full details.	
16. Further Information:	
Please provide by separate attachment any further information that you feel will assist in the understanding of the project, contractual liabilities or any professional duties performed.	

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.

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,

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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 provision of this Section shall be punishable with fine which may extend to five hundred rupees.