

Proposal Form No: _____

INDUSIND ERRORS & OMISSIONS POLICY - PROPOSAL FORM
Customer Relationship Management Services / Call - Centres / Business Process Outsourcing Liability

NOTICE: THE POLICY PROVIDES THAT THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

PROPOSER'S DETAILS (To be filled in BLOCK LETTERS)

1. Name of the Proposer	☐ Mr. ☐ Ms. ☐ Mrs. F I R S T M I D D L E L A S T		
Address of Proposer			
Flat/Building		Road/Street / Sector	
Area		City	
Pin Code		State	
Country			
Phone		Mobile	
Email		Fax	
Source of Funds	☐ Business ☐ Profession ☐ Salary ☐ Agricultural Income ☐ Savings ☐ Others		
Monthly Income	☐ Upto ₹ 20,000 ☐ ₹ 20,001 to ₹ 50,000 ☐ ₹ 50,001 to ₹ 1,00,000 ☐ ₹ 1,00,001 and above		
PAN No.:		UID Aadhaar No.	
Do you have a GST Registration Number	☐ Yes ☐ No		
If Yes, please specify			
2. Name of each entity to be included as an insured			
How are these entities related to your business?			
Proposer is:	☐ Corporation ☐ Partnership ☐ Individual		
3. a. Is the proposer firm owned by, controlled by or associated with, or does the proposer firm own or control, any other partnership, corporation or firm?	☐ Yes ☐ No		
If "yes" please provide the details			
b. Are professional services provided to this entity?	☐ Yes ☐ No		
If "yes" please provide the details			
4. Year full time operation began			
5. Limits of liability desired			
For Commercial General Liability:	₹ _____	Any One Event	₹ _____ In the Aggregate

indusindinsurance.com 022 4890 3009 (Paid) 74004 22200 (WhatsApp)

IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. Fidelity Errors & Omissions Policy. UIN No.: IRDAN103CP0004V01201112. IGI/MCOM/CO/FIDELITYE&OP/PF/Ver. 1.0/230126.


IndusInd
 Insurance App


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For Errors and Omissions/ Professional Indemnity:	₹ _____	Any One Event	₹ _____ In the Aggregate
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6. Deductible (each Wrongful Act)

7. Please indicate the jurisdiction required

1) India	☐ Yes ☐ No
2) Worldwide including USA/Canada	☐ Yes ☐ No
3) Worldwide excluding USA/Canada	☐ Yes ☐ No

8. Is the policy required for the entire turnover of the proposer or contract specific? Please state

The annual turnover of the entire organization	
The annual turnover from the specific contract desired to be covered	

9. Estimate revenue for the next 12 months.

U.S. and Canada	₹ _____
India	₹ _____
Foreign (Please specify the country/ies)	₹ _____

Show actual revenue and number of clients for the past 3 years.

Year	U.S. / Canada Revenue (₹)	No. of Clients	India Revenue (₹)	No. of Clients	Foreign Revenue (₹)	No. of clients

10. List the proposer's five largest projects during the past three years.
Client Services Provided for the Client Revenue

a.	_____
b.	_____
c.	_____
d.	_____
e.	_____

11. What percentage of the Proposer's business comes from repeat customers? _____ %

12. What is the average length of time of a contract?

13. Please tick the media over which CRM services are provided:

1) ☐ Telephone (Voice based)	3) ☐ Live Chat
2) ☐ Internet based (e-mail management)	4) ☐ Others

14. Describe in detail the nature of services provided over the above media:

1) Telemarketing: Making outbound calls only

2) Tele-survey

3) Handling customer enquiries, complaints, helpdesks etc

4) Transaction based

5) Any other please specify

15. If providing CRM services over the internet please answer the following:

1) Whether the CRM services are provided over the proposer's server or the client's server?

2) If over the client's server, where is the client's server located?

3) Do the CSRs have access to all the data on the client's server?

4) What are the steps taken to protect the confidentiality of the information residing on Client's servers?

16. Are the CRM services scripted so that the CSR merely runs through a predetermined question and response log or is it free flow?

17. Please describe in detail the ancillary/incidental or follow-up work required to be done by the CSRs?

18. Indicate the sector which forms your market for your services

	Receipts %
Airlines/Transportation	
Telecommunications	
Consumer durables	
Education	
Financial Institutions – Banks	
Financial Institutions -Insurance Companies	
Financial Institutions –Any other	
Health Care/Medical Services	
Information Technology –Help Desks	
Other (please specify)	
TOTAL	100%

19. Are the people calling in aware it is a CRM/Call centre or do they believe they are actually speaking to someone from one of the clients?

20. Indicate the exposure for which the Proposer requires coverage. (What type of claims may be possible?)

21. Describe the procedures the proposer uses to avoid such losses

22. Does the Proposer require cover for?

i) Misuse of confidential information	☐ Yes ☐ No
ii) Dishonesty of employees	☐ Yes ☐ No

23. How many seats does the CRM/Call centre employ?

24. In how many shifts does the CRM/Call Centre work during the day? Please indicate the percentage of work done against each shift.

25. Details of personnel:

	Number of Employees	Average years with years experience Proposer	Average overall Experience
Management			
Trainers			
Customer Support Representatives			
Clerical			
Other			
TOTAL			

26. Please give details of the recruitment procedures of the trainers and the CSRs practiced by the proposer in terms of

i) Employee references	
ii) Minimum Qualifications	

27. Does the Proposer obtain any bonds from the CSRs as regards losses caused on account of their negligent/dishonest acts?

If so please attach a specimen copy of such bond.

28. What percentage of the CRM services would be performed by temporary staff or subcontracted staff If subcontracting exists does the proposer have a subcontract agreement in writing?

☐ Yes ☐ No

29. Please describe in detail the training procedures you have in place

1) Is the initial training provided by the client, if so is it hands-on at his site or at the Proposer's site?

2) To whom is the initial training provided?

3) What is the length and the periodicity of such training?

4) How often are the refresher courses conducted in the span of every contract?	
5) Are the proposer's trainers required to go abroad for such training, if so for what duration?	
30. Please state the quality control procedures you have in place in the organization.	
1) Are all the telephone calls/e-mail /Chat responses recorded?	
2) What percentage of responses are monitored and reviewed for quality of the response given?	
3) For how long does the proposer maintain such records?	
4) Where are such back-ups stored?	
31. What is the average attrition or labour turnover rate in the Proposer's organization for the past three years?	
32. Does proposer engage in any other business or profession other than stated above?	☐ Yes ☐ No
If yes, please explain	
a. Has there been acquisition or merger activity in the past 5 years?	☐ Yes ☐ No
If yes, please explain	
If yes, please explain If yes, does this company assume all liability past and present of the acquired company?	☐ Yes ☐ No
b. Are there future acquisitions or mergers planned?	☐ Yes ☐ No
If yes, please explain	
33. Does proposer have a written contract with clients?	☐ In all cases ☐ Sometimes ☐ Never
34. Do the proposer's contracts contain?	☐ Yes ☐ No
a. Hold harmless or indemnity agreements inuring to the proposer's benefit?	☐ Yes ☐ No
b. Hold harmless or indemnity agreements inuring to the proposer's client's benefits?	☐ Yes ☐ No
c. A specific description of the services proposer will provide to the clients	☐ Yes ☐ No
d. Guarantees or warranties?	☐ Yes ☐ No
e. Limitation of liabilities?	☐ Yes ☐ No
f. Force Majeure clauses?	☐ Yes ☐ No
g. Do contract conditions with clients exclude economic, consequential and other indirect losses?	☐ Yes ☐ No
35. In what professional organizations or trade associations does the proposer hold membership?	
36. Does the proposer enter into any Service Level Agreements with your clients. If so please provide a standard copy.	



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022 4890 3009 (Paid)



74004 22200 (WhatsApp)



37. Is similar insurance currently in force?		☐ Yes ☐ No
If yes, indicate		
Carrier		
Expiration date		
How long in force		
Limit		
Deductible		
Premium		
38. Have any claims been submitted to the current carrier?		☐ Yes ☐ No
39. Has any similar insurance been declined or cancelled?		☐ Yes ☐ No
If yes, please attach details.		
40. Does any proposed insured have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim?		☐ Yes ☐ No
41. Attach a list and status of all errors and omissions claims made against any proposed insured during the past five years. If none, please check here:		☐ None
42. Is commercial general liability insurance currently in force?		☐ Yes ☐ No
If yes,		
Carrier		
Limit		
Deductible		
In order for us to efficiently process your proposal, please attach the following to your signed proposal: - Most recent audited financial statement (i.e. Annual Report) - Descriptive promotional materials (i.e. advertising brochure) - Acopy of a standard service contract or a recent contract issued. - If the company has been established for three years or less please provide resumes of senior professional staff. All written statements and materials furnished to the company accepting this proposal (Herein called the Company) in conjunction with this proposal are hereby incorporated by reference into this proposal and made a part hereof. This proposal does not bind the proposer to buy, or the company to issue the insurance, but it is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to and made a part of the policy. The undersigned proposer declares that the statements set forth in this proposal are true. The proposer further declares that if the information supplied on this proposal changes between the date of this proposal and the date the policy is issued, the proposer will immediately notify the company of such changes, and the company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.		
Producer		
Address		
Title	Date	
Proposer's Signature		

Software Copyright Infringement Supplemental Proposal

Name of Insurance Company to which Proposal is made (herein called the Insurer)

NOTICE: THE ENDORSEMENT PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT. IF ANY ENDORSEMENT IS ISSUED, THE PROPOSAL WILL BE ATTACHED TO AND BECOME A PART OF POLICY. THEREFORE IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED ACCURATELY AND COMPLETELY.

IF AN ENDORSEMENT IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS

1. Do you have written policies and procedures concerning the use of copyrighted software?
(If yes, please attach a copy) ☐ Yes ☐ No

2. Do you conduct regular educational seminars, which all employees are required to attend, outlining appropriate software copyright procedures and the risks of infringement? ☐ Yes ☐ No

If so, how often are these held?

3. Do you have a person within your organization who is responsible for ensuring that copyright violations do not occur? ☐ Yes ☐ No

4. Are licenses obtained for all software programs used? ☐ Yes ☐ No

5. On average, how many new software programs do you launch in a year? _____
Of these, how many are custom? _____ Prepackaged? _____

6. What percentage of your annual revenue is derived from software or software related products and services?

7. Do you take steps to ensure that new employees do not infringe on former employers software copyrights? ☐ Yes ☐ No

8. Do you take steps to ensure that former employees do not assert copyright claims against the proposer? ☐ Yes ☐ No

9. During the past 5 years, with respect to any possible or actual copyright claim, have you received any notice or warning, whether written or oral or been involved in any legal action or proceeding?
(If yes, attach details) ☐ Yes ☐ No

10. Are you aware of any circumstance that could give rise to a copyright claim? ☐ Yes ☐ No

If yes, provide a detailed description of those circumstances.

PEP DECLARATION:

Are you a Politically Exposed Person (PEP)? ☐ Yes ☐ No

If yes, please mention the position held

Is any of your close relation or family member a PEP? ☐ Yes ☐ No

If yes, please mention the name and relation and the position held by such close relative/family member.

I hereby declare that in future if me, any of my close relatives or any of my family member attains a position of PEP then I shall confirm the same to IndusInd General Insurance Co. Ltd as a mandate. I understand that this is a crucial information under the PMLA Rules and AML/CFT Guidelines and shall confirm that the answers given by me is true. In case the company comes to know that this is a misrepresentation and concealment of information then the policy shall be put on hold for scrutiny by the company and I shall be solely responsible for the same.

Note :

"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 (As per sub clause (xii) of 3(b) of Chapter I of Master Direction – Know Your Customer (KYC) Direction, 2016 issued by Reserve Bank of India (RBI).

AML Guidelines

1. I/We hereby confirm that all premiums have been/will be paid from bonafide sources and no premiums have been /will be paid out of proceeds of crime related to any of the offense listed in Prevention of Money Laundering Act,2002.
2. I Understand that the Company has the right to call for document to established sources of funds.
3. The Insurance Company has right to cancel the insurance contract in case I am/have been found guilty by competent court of law under any of the statutes, directly or indirectly governing the prevention of money laundering in India.

Place: _____

Date: _____

Signature of Proposer

GENERAL DECLARATION:

I understand that as per the new AML/CFT Guidelines issued IndusInd General Insurance Co. Ltd will be verifying my details pertaining to KYC and PAN provided at the time of proposal.

I further, do hereby agree and consent that in the case of the event of a mismatch of information provided by me in the proposal form, identification proof, and address proof at the time of issuance of the policy. I request IndusInd General Insurance Company Limited to issue the policy with the details appearing as per my proposal form. I will be solely responsible for any consequences arising out of the difference in detail given by me during the verification of supporting documents provided by me at the time of issuance of the policy or otherwise.

DECLARATION:

It is agreed that if such knowledge or information exists, any claim or action arising there from is excluded from this proposed coverage.

THE UNDERSIGNED AUTHORISED REPRESENTATIVE OF THE PROPOSER DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORISED REPRESENTATIVE AGREES THAT IF THE INFORMATION SUPPLIED ON THIS PROPOSAL CHANGES BETWEEN THE DATE OF THIS PROPOSAL AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORISATIONS OR AGREEMENTS TO BIND THE INSURANCE. SIGNING OF THIS PROPOSAL DOES NOT BIND THE PROPOSER OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS PROPOSAL SHALL BE THE BASIS OF COVERAGE SHOULD COVERAGE BE GRANTED. COVERAGE, IF GRANTED, WILL BE GRANTED BY MEANS OF AN ENDORSEMENT TO THE INSURANCE POLICY. THIS ENDORSEMENT DOES NOT GRANT AN ADDITIONAL LIMIT OF LIABILITY. THE LIMIT OF LIABILITY FOR THE ENDORSEMENT IS PART OF THE LIMIT OF LIABILITY FOR THE ENTIRE INSURANCE POLICY. DEFENSE COSTS FOR CLAIMS COVERED UNDER THE ENDORSEMENT AND UNDER THE POLICY ARE WITHIN THE LIMIT OF LIABILITY AND ARE APPLICABLE TO THE POLICY RETENTION AMOUNTS. ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS PROPOSAL ARE HEREBY INCORPORATED BY REFERENCE INTO THIS PROPOSAL AND MADE APART HEREOF.

I/We here by state that the above mentioned address shall be taken as address on record for the purpose of GST.

I/We hereby confirm that the contents of the proposal form and connected documents have been fully explained to me/us and I/We have fully understood the significance of the proposed contract

Title: _____

Producer: _____

Date: _____

Signature

PROHIBITION OF REBATES - SECTION 41 OF THE INSURANCE ACT, 1938 AS AMENDED BY INSURANCE LAWS (AMENDMENT) ACT, 2015.

1. 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 published prospectuses or tables of the insurer.
2. 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.

