

PROPOSAL FORM

ERRORS AND OMISSION LIABILITY INSURANCE

CLAIMS MADE COVERAGE



SURAKSHA AUR BHAROSA DONO

INSTRUCTIONS

1. Please answer all questions fully and correctly. Where any question does not apply, please mention clearly that the same is not applicable (mark N.A.).
2. Insurance is a contract of Utmost Good Faith requiring the Insured not only to disclose all material facts but also not to suppress any material facts in response to the questions in the proposal form. If you think any fact is material, please disclose the same.
3. The Policy shall become voidable at the option of the Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description or on non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents, or any material information having been withheld by the proposer or any one acting on his behalf.
4. Kindly contact us or Agents for any doubts or clarifications on the proposal form.
5. To provide any additional information relevant to the policy, please use additional sheets if space is not sufficient to complete details.

NOTE: The liability of the Company does not commence until this proposal has been accepted by the Company and premium paid.

Put a (✓) mark wherever applicable

For Office Use only:

Branch office Code :
 Broker/Agent Name & code: Code :

I. PROPOSER'S DETAILS

1. Name of the Proposer

2. Address of the Proposer: Communication Address (Please tick): () Registered Address () Business Address

Registered Office Address:

Plot No./Door No. and building name
 Road name Area
 City Pin code State
 Phone No. E-mail Id
 Website
 PAN*: / Form 60/61 (if Available): Aadhaar Card No.:

Business Address. () please tick here if it is same as registered address. Not applicable in case of Individual.

Plot No./Door No. and building name
 Road name Area
 City Pin code State
 Phone No. E-mail Id
 Website

3. Proposer's Trade or Business:

4. Products/Service provided by the Proposer

5. How long have you been in business (in years):

6. Employees details

- No. of employees:- Total: USA & Canada:
- Average annual turnover of employees
- Composition of workforce Technical % Sales & Marketing %

7. Total Turnover:

Particulars	Domestic	Non OECD Exports	OECD Exports	USA & Canada Exports	Total
Last Year(20__)	INR	INR	INR	INR	INR
Current Year(20__)	INR	INR	INR	INR	INR
Estimated For Proposed Period	INR	INR	INR	INR	INR

8. End use and/or user of the products or services

End use / Use	% of Annual Revenue	End use / Use	% of Annual Revenue
<input type="checkbox"/> Network or Online Security Advice or Products	%	<input type="checkbox"/> Process Control, Monitoring or Safety Critical	%
<input type="checkbox"/> Banking & Financial Transactions	%	<input type="checkbox"/> Sales, Distribution & Inventory Management	%

Disclaimer: SBI General Insurance Company Limited | Corporate & Registered Office : Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099. | For more details on the risk factor, terms and conditions, please refer to the Sales Brochure and Policy Wordings carefully before conducting a sale. | For SBI General Insurance Company Limited IRDAI Reg. No. 144 dated 15/12/2009 | CIN: U66000MH2009PLC190546 | SBI Logo displayed belongs to State Bank of India and used by SBI General Insurance Company Limited under licence. | Errors and Omission Liability Insurance, UIN: IRDAN144CP0013V01201112 | SBI General Insurance and SBI are separate legal entities and SBI is working as Corporate Agent of the company for sourcing of insurance products.

<input type="checkbox"/> Government	%	<input type="checkbox"/> Enterprise Resource Planning	%
<input type="checkbox"/> Customer Relationship Management	%	<input type="checkbox"/> Supply Chain Management	%
<input type="checkbox"/> Enterprise Application Integration	%	<input type="checkbox"/> Health Care or Medical Purposes	%
<input type="checkbox"/> Aerospace or Defence Applications	%	<input type="checkbox"/> Fire, Security or other emergency application	%
<input type="checkbox"/> Oil and Gas, Power or Nuclear Energy	%	<input type="checkbox"/> Pollution or Environmental	%
<input type="checkbox"/> Content and Knowledge Management	%	<input type="checkbox"/> Smart Card Solutions or Virtual Private Networks	%
<input type="checkbox"/> Payroll or Accounting	%	<input type="checkbox"/> Entertainment or Gaming	%
<input type="checkbox"/> Other (Please specify)	%		%

9. Are You or any of the proposed applicants are Politically Exposed Person? Yes No

Politically Exposed Persons (PEP) are individuals who are or have been entrusted with prominent public functions i.e., Heads/Ministers of central or state government, senior politicians, senior government, judicial or military officials, senior executives of government companies, important party officials.

10. Declaration for Source of Funds for Premium Payment if Premium is more than INR 500000/- and above

Source of funds: (please state % under each head – totalling upto 100%)

Salaries	Business Property	House	Capital Gains	Investments	Agriculture	Others	Total
							100%

II. RISK DETAILS

11.	Please provide claim history for the last three years? if yes for how many times?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12.	Have you sold any company during past 5 years? if yes, please provide the details. Did you retain the liabilities?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13.	Have you acquired or merged with any company or acquired any assets during past 5 years? if yes, please provide the details. Did you purchase?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14.	Please provide the details of the following products and services generating 5% or more of your total revenue		
	Type of Product & Services	% of Domestic Revenue	% of Non OECD Revenue
I.	Consulting, System, Integration & Design	%	%
	Consulting	%	%
	System Integration & Design	%	%
	Hardware or Network	%	%
	Hardware Assembly	%	%
II.	Network Voice and Data Transport ¹	%	%
III.	Software Development		
	Packaged Software	%	%
	Custom Software	%	%
IV.	Data Entry, Time Sharing, Processing or Billing Services ¹	%	%
V.	Valued Added Services	%	%
	Networking Infrastructure Construction or Design	%	%
	Maintenance, Service or Support; Engineering	%	%
	Value Added Reselling	%	%
	Internet Service / Access Provider, Internet Portal ¹	%	%
	Application Service Provider ¹	%	%
	Temporary Leasing of Computer Programmers	%	%
	Web Hosting & Design ¹	%	%
	Data Center / Outsourcing / Network Managed Services ¹	%	%

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VI.	Video Conferencing	%	%	%	%	%																																		
	Directory of Operator Services	%	%	%	%	%																																		
	Call Center and Help Desk	%	%	%	%	%																																		
	Data Retrieval / Infomediary / Search Engine	%	%	%	%	%																																		
	Retail or Wholesale Sale	%	%	%	%	%																																		
	Others (Please specify)	%	%	%	%	%																																		
	1.	%	%	%	%	%																																		
2.	%	%	%	%	%																																			
15.	No. of different product currently supported or distributed?																																							
16.	No. of various types of services or work performed?																																							
17.	Total no. of units sold over last five years																																							
18.	What would be the largest financial or business impact on your customer due to failure of any of your product or services? Please explain				<input type="checkbox"/> No Disruption <input type="checkbox"/> Minor or Delayed <input type="checkbox"/> Major or Immediate																																			
19.	Please provide details of the customer that represent 10% or more of your total income																																							
	<table border="1"> <thead> <tr> <th>Name of Customer</th> <th>Revenue</th> <th>Country of Residence</th> <th>Product or Service offered</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					Name of Customer	Revenue	Country of Residence	Product or Service offered																															
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20.	Details of Contracts/Agreements																																							
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21.	Have you complied with statutory provisions, rules and regulations in respect of the products, services and contract entered into?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
22.	Does your contract, limit your liability to cost of your product or services?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
23.	Do you negotiate contracts in which you accept liability for consequential damages except intellectual property?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
24.	Do you perform legal review of all standard contracts & marketing materials prior to release?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
25.	Will you accept customised or non-standard contracts, agreements or purchase orders?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
26.	Does the legal team review all customised contracts prior to release?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
27.	Are your global contract written with the same provisions as your domestic contracts?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			
28.	Do you enter into fixed price value contracts (specified rupee/dollar value contracts)?				Yes <input type="checkbox"/> No <input type="checkbox"/>																																			

29.	Does your standard contract include following provisions	
	i. Statement of Work and Specification	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	ii. Deliverables and installations	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iii. Mutual hold harmless agreement	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iv. Disclaimer of Warrantee	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	v. Dispute resolution/Arbitration Provision	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	vi. Severability Clause	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	vii. Team & Termination	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	viii. Integration or entire agreement provision.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	ix. Force Majeure Clause	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
30.	Do you subcontract more than 20% of your development, implementation or support of your products or services?	Yes <input type="checkbox"/> No <input type="checkbox"/>
31.	What % of work is generated using subcontractors?	<input type="text"/> <input type="text"/> %
32.	Indicate which of the following services you subcontract to others? <input type="checkbox"/> Software Development <input type="checkbox"/> System Integration and Design <input type="checkbox"/> Service, Support, Customer, Consulting, Call Centre Services <input type="checkbox"/> Maintenance of your products <input type="checkbox"/> Billing Services <input type="checkbox"/> Infrastructure Network or System Security <input type="checkbox"/> Network Infrastructure Construction & Design <input type="checkbox"/> Network Facility Management and Maintenance	
33.	Do your quality control procedures have following in place?	
	i. Written and formalised quality plan	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	ii. Formal Customer evaluation and acceptance procedures	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iii. Vendor or VAR verification process	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iv. Prototype development	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	v. Formal product development plan	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	vi. Alpha testing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	vii. Beta testing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
34.	Do your product or system development procedure have following in place?	
	i. System development methodology in writing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	ii. A written proposal in order to determine customer performance expectation is required	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iii. A written contract of specifications of products and services signed by the customer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iv. A written agreement outlining the scope of the project or services	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	v. Contract/statement of work which outlines responsibilities of all parties	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
35.	Do your customer signoff procedure have following in place?	
	i. Interim changes documented with customer sign-off	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	ii. Performance milestones acknowledged and accepted with customer sign-off when achieved	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iii. Final test made with the customer and sign-off is required	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	iv. A final acceptance letter or sign-off agreement from customer is required	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	v. Formal policy for documenting/responding to customer complaints/requests for changes/fixes	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
36.	Do you keep written logs of customer complaint of problems and downtimes?	Yes <input type="checkbox"/> No <input type="checkbox"/>
37.	Describe your customer training and support	
38.	Describe your dispute resolution process	
39.	Have you or your subcontractors recalled any product in last five years?	Yes <input type="checkbox"/> No <input type="checkbox"/>

40.	Have you or your subcontractors experienced delayed or past due contracts in last five years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
41.	Have any of your customer withheld the payment or requested for refund during last five years because of your product or services	Yes <input type="checkbox"/> No <input type="checkbox"/>
	i. Didn't meet customer's performance expectations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	ii. Didn't perform in compliance with your warranties or representation? If yes please provide the details	Yes <input type="checkbox"/> No <input type="checkbox"/>
42.	Have you sued any of your customers for non-payment of contracts during last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
43.	Please details of any suits, potential suits, complaint letters, disputes or any other circumstances alleging non performance of contract or non performance of your product or services	

III. COVER DETAILS

44.	Period of Insurance	From: <input type="text" value="DDMMYYYY"/> <input type="text" value="DDMMYYYY"/>
45.	Retroactive Date	<input type="text" value="DDMMYYYY"/>
46.	Limit of Indemnity Required	
	Any one Accident Limit (AOA)	INR <input type="text" value="1:4"/>
	Aggregate during Policy period (AOY)	INR
	AOA to AOY Ratio	<input type="checkbox"/> 1:1 <input type="checkbox"/> 1:2 <input type="checkbox"/> 1:3
47.	Please indicate the Voluntary Excess opted (as as percentage of indemnity limit per accident)	
48.	Territorial scope required	<input type="checkbox"/> India <input type="checkbox"/> Worldwide <input type="checkbox"/> Worldwide excluding USA & Canada
49.	Jurisdiction required	<input type="checkbox"/> India <input type="checkbox"/> Worldwide <input type="checkbox"/> Worldwide excluding USA & Canada

IV. PRIOR INSURANCE AND CLAIM DETAILS

50.	Please provide claim history for the last three years						
	Year	Type of Loss	Total Amount paid / Outstanding (INR)	Defence cost (INR)			
51.	Are you aware of any act, error, omission, fact or circumstance, incidents, unresolved contract dispute, conditions, which may result in a claim under this Policy? If yes please provide the details.			Yes <input type="checkbox"/> No <input type="checkbox"/>			
52.	Has any insurer ever declined your fresh or renewal proposal? If yes please provide the details.			Yes <input type="checkbox"/> No <input type="checkbox"/>			
53.	Has any insurer ever terminated your cover? If yes please provide the details.			Yes <input type="checkbox"/> No <input type="checkbox"/>			
54.	Are you at present insured under Errors and Omission Liability Insurance cover? If yes, please provide the following details.						
	Name of Insurance company	Policy Start Date (DD/MM/YY)	Policy end Date (DD/MM/YY)	Limit of Indemnity (INR) (AOA)	Limit of Indemnity (INR) (AOY)	Retroactive date (DD/MM/YY)	Premium (INR)
		DD/MM/YY	DD/MM/YY			DD/MM/YY	
	As an attachment to this Proposal Form, please include the following (where applicable):						
	1. Most recent Annual Report or audited financial statement						

2. Copies of your standard and largest contract of sales, services of license
3. Advertising material and product brochure
4. Business plan if your company is less than 3 year old
5. Sample copy of your contract with subcontracts for "Work for Hire"

I/We desire to effect an insurance in terms of the Errors and Omission Liability Insurance Policy of the Company against the limits of indemnity mentioned above. I/We hereby declare that all statutory provisions relating to my/our business proposed for insurance are complied with.

I/We the undersigned hereby declare that the above statements and particulars are true, accurate and complete and I/We have not omitted, suppressed, misrepresented or misstated any facts and information provide herein. I/We agree that this declaration shall be the basis of the contract between me/us and the Company and be incorporated herein.

I/We agree that the Company may exchange, share or part with any information to or with other SBI Group Companies or any other person in connection with the Proposal, as may be determined by the Company and shall not hold the Company liable for such use/application.

Date:

Place:

Proposer's Signature with company stamp

Name of Proposer

Designation of proposer

V. AML GUIDELINES (Premium Payment shall be made by the Policyholder of the Policy)

I/We hereby confirm that all premiums have been/ will be paid from bona fide sources and no premiums have been/will be paid out of proceeds of crime related to any of the offence listed in Prevention of Money Laundering Act 2002. I understand that the Company/ies has/have right to call for documents to establish source of funds. The Insurance Company has the right to cancel the Insurance Contract in case I am/ have been found guilty by any competent court of law under any statues, directly or indirectly governing the Prevention of Money Laundering in India.

Nationality: Indian Non-Indian Non-resident Indian(NRI) Others

If Non-Indian please specify the nationality and country address _____

If NRI please give details for resident country and address _____

Type of Organisation (Only applicable if policy issued on Group Basis):

- Corporation Government Non-Governmental Organisation Society Trust
 Partnership International Organisation Cooperative Section 25 Companies

I hereby declare that the current address is different from the available in the Central identities Data Repository. Yes No. Customer can submit CKYC form for updation.

Recent photograph of proposer:
(Photograph is required. if customer does not have CKYC ID)

Signature of Proposer

VI. DECLARATION BY PROPOSER

I/We hereby declare that the statements made by me/us in this Proposal Form are true to the best of my/our knowledge and belief and I/we hereby agree that this declaration shall form the basis of the contract between me/us and the SBI General Insurance Co. Ltd.

I/We also declare that any additions or alterations carried out after the submission of this Proposal Form would be conveyed to SBI General Insurance Co. Ltd. immediately.

I/We hereby extend my/our consent to the Company for sharing my/our personal data with State Bank Group entities for the specific purpose of availing services offered by SBI General Insurance (please strike this clause in case you do not wish to disclose the personal data).

Date:

Place:

Signature of the Agent

VII. AGENT DECLARATION

I, _____ (Full Name) in my capacity as an Insurance Advisor/ Specified Person of the Corporate Agent/Authorised employee of the Broker/Relationship Officer, do hereby declare that I have explained all the contents of this Proposal Form, including the nature of the questions contained in this Proposal Form to the Proposer including statement(s), information and response(s) submitted by him/her in this Proposal Form to questions contained herein or any details sought herein will form the basis of the Contract of Insurance between the Company and the Proposer, if this Proposal is accepted by the Company for issuance of the Policy. I have further explained that if any untrue statement(s)/ information/response(s) is/are contained in this Proposal Form/including addendum(s), affidavits, statements, submissions, furnished/to be furnished, the Company shall have the right to vary the benefits which may be payable and further more if there has been a non-disclosure of any material fact, the Policy issued to his/her favour pursuant to this Proposal may be treated by the Company as null and void and all premiums paid under the Policy may be forfeited to the company.

Licence No.: _____

Date: Place:

Signature of the Agent

VIII. ELECTRONIC INSURANCE ACCOUNT DETAILS SECTION

I would like Errors and Omission Liability Insurance and related information in: Physical Format e-Format (electronic)

I have eIA Number:

I would like to apply for eIA with:

NSDL Data Management CSDL Insurance Repository Ltd Karvy Insurance Repository Ltd CAMS Repository Services Ltd

CKYC No (Central Know Your Customer Registry Number), (if available):

I, _____, hereby grant explicit consent to SBI General Insurance Company for the retrieval and downloading of my CKYC record from the Central KYC Records Registry. I understand that this information is essential for the purpose of ensuring accurate and updated records for insurance services. I acknowledge that SBI General Insurance Company will handle my CKYC information in compliance with all applicable data protection laws and regulations. This consent is valid until revoked in writing by me. I have read and understood the terms and conditions regarding the usage of my CKYC information and voluntarily provide my consent.

Customer Name: _____

Date:

Kindly visit our website www.sbigeneral.in to view the list of KYC OVD (Officially Valid Documents).

IX. DECLARATION (IF SIGNED IN VERNACULAR LANGUAGE / IF YOU HAVE AFFIXED THUMB IMPRESSION ABOVE)

Applicable where the Proposer is illiterate or is suffering from a disability due to which writing is restricted or where the Proposer has signed in vernacular language. (Note: The below must be witnessed by someone other than the Advisor/Employee of the Company).

I/We certify that the product applied for by me/us and the contents of the Proposal Form have been clearly explained to me/us and I/we have fully understood them. I/We further certify that the replies in the Proposal Form have been recorded as per the information provided by me/us. I, (Full name of the witness) _____ (Relation with the Proposer/Primary insured) _____

_____ adult and inhabitant of (city) and residing at _____ do hereby certify that I have read out and explained the contents of the Proposal Form and all other documents incidental to availing the insurance policy from SBI General Insurance Company Ltd., to the Proposer/Primary Insured and he/she/they have understood the same. I/we declare that whatever I/we have stated herein above is true and correct to the best of knowledge and belief.

Signature of the Witness Insured

Signature/Thumb impression of the Proposer

Date: Place: _____

X. PROHIBITION OF REBATES (Under Section 41 of Insurance Act 1938)

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 or 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 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.

AML Declaration as per AML Master Guideline 2022:

1. Determination of Beneficial Ownership:

I/We hereby confirm that the below mentioned person/s have controlling ownership interest/ exercises control through other means and shall be considered for the purpose of determining Ultimate Beneficial Owner:

Sr. No	Name of Ultimate Beneficial Owner	Percentage (%)*	Remarks, if any

***Notes:**

- a) Where the client is a company, the beneficial owner(s) is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - 1. **“Controlling ownership interest”** means ownership of or entitlement to more than **ten percent of shares or capital or profits of the company;**
 - 2. **“Control”** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- b) Where the client is a partnership firm, the beneficial owner(s) is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of/entitlement to more than **Ten percent of capital or profits of the partnership.**
- c) Where the client is an unincorporated association or body of individuals, the beneficial owner(s) is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than **fifteen percent of the property or capital or profits of such association or body of individuals.**
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner(s) is the relevant natural person who holds the position of senior managing official.
- e) Where the client is a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with **ten percent or more interest in the trust** and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Date:

Signature of Policyholder: