



सानिमा जिआईसी इन्स्योरेंस लि.

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Single Project Professional Liability Insurance Application Form

The completion and signature of this Proposal Form does not bind either the Proposer or Insurers 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.

1. Details of the parties to be named as insured

Please provide details of the main Insured / proposer as follows:

1.1 Name, address and business establishment date of main proposer (hereafter referred to as the main Insured or proposer).

1.2 Nature of the main proposer's business.

1.3a Main proposer's role in the project (e.g. Design/Supervision, Architect, Engineering Consultant) and summary of Professional Duties.

1.3b Details and roles of any other parties to be included as insureds

NB. Rights of recourse cannot be maintained against parties who are named insureds.

1.4 In respect of this project is the main proposer forming a Joint Venture (either entirely or part of) to deliver this project? Yes/No

- 1.5 If 1.4 is 'yes' please provide full details of the parties (in accordance with questions 1.1, 1.2 & 1.3) making up such Joint Venture (JV) including whether the JV is an incorporated entity, whether the JV is an integrated JV and including how are liabilities apportioned between the JV partners?

2. Details of the project

Please provide details of the project as follows:

- 2.1 Name and location of the project.

- 2.2 Details of the funding agency.

- 2.3 Please provide a brief description of the nature and purpose of the whole project (**please provide full details by attachment**).

- 2.4 Please provide a brief summary of the proposer's works to be insured under this policy. Highlight any key aspects of the project for which no responsibility is held by the proposer (e.g piling,). **Provide further details by attachment.**

Yes  No

- 2.5 Has the contract been awarded?

- 2.6 What is the total construction value of the project?

- 2.7 What is the value of the works for which the parties to be insured under this policy will be responsible for (if different to 2.6)?

- 2.8 The estimated Gross Professional Fees for all parties to be included for this insurance.

If the contract is of a design and construct nature please include the estimated 'notional' professional fees that would have otherwise been earned had all the professional duties **(including all design and specification, project management/co-ordination, construction management and professional supervision/inspection of the works)** undertaken in connection with project been charged out at normal commercial rates.

- 2.9 Are there any aspects of the project which will be insured under this policy (or part of the project) which:

- a Do not utilise well-established tried and tested techniques?
- b Comprise or include prototype or innovative construction techniques, designs or materials?
- c Involve eco-friendly or low carbon footprint technologies / requirements?
- d Involve the performance of professional services in regards to off-shore or sub-aqueous projects or works?
- e Involve repetitive design and / or construction? eg bathroom pods?
- f The proposer is unfamiliar with and/or do not fall within the scope of work with which the proposer is thoroughly experienced?
- g The proposer considers should be brought to the insurer's attention?
- h Include for the provision of a geotechnical study of the ground conditions?

Yes	No

If 'yes' in a to h above, please provide details.

N.B The Contract Value declared in 2.6 should include the value of all work to be executed, **all** goods and materials to be supplied, and all Gross Professional Fees associated with the Professional Duties to be performed. Gross Professional fees should include fees paid to sub-consultants.

3. Construction timeline

3.1 Please summarise the expected time schedule for the project.

	Start date	Completion date
Design		
Construction		
Maintenance		

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

If 'Yes', what further period (known as an Extended Reporting Period) is required?

Yes	No

4. High risk work types

Are any of the following work types being undertaken in respect of this Project?

	Work type	Yes	No	Construction value*
a	Piling, Foundations or Diaphragm Walls			
b	Bridges, Tunnels, Shafts or Dams			
c	Water / Sewage / Waste Water			
d	Near-shore or offshore structures (inc. Harbours & Jetties)			
e	Flood alleviation			
f	Railways (track, signalling or rolling stock)			
g	Cladding, glazing, roofing, curtain walling.			
h	Airports (airside works, baggage handling air traffic control systems etc)			
i	Heavy duty floor slabs			
j	Pavement structures (goods yards etc.)			
k	Renewable energies (wind farms, waste to power etc)			
l	Process engineering			
m	Oil, gas & petrochemical process engineering			
n	Swimming pools or basements			
o	Nuclear/atomic facilities			
p	Bulk handling / hoppers / silos			
q	Multi-storey car parks			
r	High rise structures (above 20 floors)			
s	Other (please specify, if necessary by attachment)			

*NB these need not total 100%

5. Breakdown of professional duties

Please categorise 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
a	Architectural – detailed design		
b	Architectural – conceptual		
c	Architectural – interior design		
d	Civil engineering		
e	Structural Engineering		
f	Soil & Foundation Engineering		
g	Environmental Engineering		
h	Process Engineering		
i	Mechanical (other than process) engineering		
j	Electrical		
k	Heating & Ventilation		
l	Project Co-ordination		
m	Project Management		
o	Construction supervision		
p	Quantity surveying		
q	Land surveying / site setting out		
r	Other – please define		
Total (NB should total 100%)		100%	100%

* Where no actual fees are being charged please allocate an estimated notional fee as a percentage of the contract value attributable to this discipline, ie the estimated amount of fee that would have been payable had the discipline been undertaken by an independent consulting firm

6. Design and build projects

Where the contract is a Design & Build type contract (or traditional with design portion) please allocate the gross contract value per the following activity types.

	Activity	% of Contract value
a	Where the main Insured designs and constructs from their own designs or specifications, and provide full technical supervision.	
b	Where the main Insured constructs from designs by sub-consultants appointed by the Insured and the Insured provides full technical supervision.	
c	Where the main Insured constructs from designs and technical supervision by undertaken by sub-consultants appointed by the main Insured.	
d	Where the Insured provide facilities management/property management.	
e	Where main Insured constructs from other's design and other's technical supervision i.e. traditional contracting where no responsibility for design or specification is assumed by the main Insured.	
f	Where the main Insured provides design and/or specification services only.	
g	Where the main Insured provides only technical supervision (i.e. construction management or project management)	
h	Where the main Insured provide any other professional service not included in the above (please describe).	
i	Any other work (please describe).	
Total (NB This should equal 100%)		100%

7. Contract information

Please confirm the following details relating to the project.

- 7.1 Please state the basic form(s) of Contract under which the various professional responsibilities (and construction responsibilities in the case of Design and Build) **Yes** **No**

Costs plus Design & Build
Lump Sum Design & Build
Alliance (Hybrid or Pure)
PFI, Public Private Partnership or P ³
Consultancy only
Traditional with design portion supplements
Other

- 7.2 Please state the contract form being used by the main Insured and their principal (e.g. JCT, ICE, FIDIC etc)

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- 7.3 What is the agreed form of dispute resolution within the Insured's main contract with the principal?

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- 7.4 Are all sub-contractors and / or sub-consultants appointed by the Insured required to sign up to the dispute resolution forum as that referred to in 7.3 above including, where appropriate, a joinder of such dispute resolution?
- 7.5 Does the Insured accept any liability for unforeseen and / or unforeseeable ground conditions within their contracts. If 'yes', please provide brief details below.
- 7.6 Is any part of the work required to meet performance criteria which are more onerous than typically expected in contracts of this nature or are beyond internationally recognised standards? If 'yes' please provide brief details.
- 7.7 Are any other contracts which may be the subject of this insurance subject to any other jurisdiction other than that stated in 7.2 above. If 'yes' please provide details below.

Yes	No

- 7.8 Where sub-consultants and contractors are not required to be insured under this policy, are 'back to back' contract terms in place for those sub-consultants or contractors, including limits of liability? If not, why not (please provide details below)?
- 7.8 Is the standard of care in respect of professional duties restricted to 'reasonable due care and skill'? If not what is the basis of the duty of care?
- 7.9 Has the main Insured limited their liability through their contract terms with the principal? If 'yes', what is the limit of such liability?
- 7.10 Does the main Insured have any liability for the principal's consequential (trading) losses? If 'yes', what is the amount of liability?
- 7.11 Is there a provision within the contract between the main Insured and their principal for liquidated damages, penalty charges, unavailability charges or similar? If 'yes', please provide details below – including values.
- 7.12 Are the sub-consultants and contractors appointed by the main Insured made aware of the contract provisions referred to in 7.12? If not, why not (please provide details below)?
- 7.13 Which law or jurisdiction is the contract between the main Insured and their principal subject to?

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Please use this space for further information for questions 7.4 – 7.13

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N.B Please attach full copies of the main Contract(s) or relevant clauses.

8. Sub-consultants and sub-contractors

Please provide the following details regarding sub-contractors and / or sub consultants.

Yes  No

- 8.1 Will the main proposer (or any of the parties named in Question 1 of this Proposal) engage the services of independent sub-consultants and / or sub-contractors?
- 8.2 If 8.1 is '**Yes**', is coverage under this insurance intended to include such sub-consultants and / or sub-contractors with a waiver of rights of subrogation against them (i.e provide indemnity for those sub-consultants and / or sub-contractors under this policy)?
- 8.3 If 8.2 is '**no**' will the Proposer ensure such consultants are contractually required to carry professional indemnity insurance for not less than the amount of cover / policy duration requested by this proposal for insurance. If the answer to this question is '**no**' please advise what amount of cover / policy duration are such consultants contractually required to carry? Please provide details by separate attachment.
- 8.4 Is any sub-consultant or sub-contractor being covered by this policy domiciled in the United States? (This does not apply to overseas subsidiaries of US domiciled parents) If so, please provide details.
- 8.5 Please provide details of all sub-contractors and / or sub-consultants to be covered by this policy.

Name of Sub-Contractor / Sub-Consultant	Responsibilities	Fees or lump sum being paid	Main Insured worked with firm before?	Subrogation rights maintained?

9. Claims history and material facts

Yes No

- 9.1 In respect of any parties being covered by this insurance, has any Insurer ever declined a proposal or renewal, imposed special terms or cancelled or avoided an insurance policy?
- 9.2 Has any professional liability claim, been made against any of the parties being covered by this insurance, regardless of whether or not such claim was covered by insurance. (N.B this question is not specific to this project).
- 9.3 In respect of this project only, are any of the parties being covered by this insurance AFTER ENQUIRY aware of or have any grounds for suspecting any matter which may give rise to a claim.
- 9.4 Please provide details of any matter which may be relevant to Underwriters consideration of your proposal and which has not been disclosed elsewhere in this proposal.

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

Importance notice concerning disclosure

It is your duty to disclose all material facts to Insurers. A material fact is one that is likely to influence a prudent Insurer's judgment and acceptance of your proposal. If you are in any doubt about facts considered material, disclose them.

FAILURE TO DISCLOSE could prejudice your rights to recover in the event of a claim or allow Insurers to void the Policy.

Declaration

I/We declare that the statements and particulars in the proposal are true and that I/we have not mis-stated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/us shall form the basis of any Contract of Insurance effected thereon. I/We undertake to inform Insurers or any material alteration to these facts occurring before completion of the Contract of Insurance.

Signature:

Name of Signatory:

Company:

Date: