



**COMMERCIAL GENERAL LIABILITY – 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

**GENERAL INFORMATION**

1. Insured
2. Subsidiaries to be covered
3. Coverage Trigger (a) Occurrence  (b) Claims Made
4. Description of Business/Designated Contract:
5. Description of processes and activities :
6. Retroactive Date (For claims made form only) :
7. Coverage Territory : (a) India Only  (b) Worldwide excluding US Canada  (c) Worldwide
8. Annual Sales Revenue:
 

	<b>Prior Year</b>	<b>Current Year</b>	<b>Estimated Next Year</b>
Domestic :			
US Canada:			
Rest of the World:			
9. Limit of Insurance:
 

	<b>Option I</b>	<b>Option II</b>
Any one occurrence		
Aggregate:		
10. Number of Employees:
 

<b>India</b>	<b>USA &amp; Canada</b>	<b>Rest of the World</b>
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11. Number of premises:
 

	<b>India</b>		<b>USA/ Canada</b>		<b>Rest of the World</b>	
	Owned	Leased/Rented	Owned	Leased/Rented	Owned	Leased/Rented
Manufacturing						
Distribution and Warehouse						
Offices						
13. Are you aware of any claims or incidents, conditions, defects, circumstances which may result in a claim?

**ADD-ON: (You should also complete cover specific questionnaire if you request any of the following extensions)**

Do you require any of these Add-on coverages?

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| A. Products-completed operations                                     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B. Advertising Injury / Personal Injury Liability                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C. Liability arising out of travelling executives on business visits | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**1. Products- completed Operations**

1. Provide detailed description of each product manufactured, supplied, distributed or serviced by you.
2. Do you manufacture the complete product? If not, what components/parts are purchased by you?
3. Annual units produced (each product separately)
4. Do you carry out installation work? Yes  No
5. How long has your products been in the market?
6. Are you affiliated in any manner with any of your suppliers and distributors? Yes  No
7. Who are your customers and what are the primary industries or applications for the products?
8. Does all your manufacturing plants meet with basic Quality Assurance/ Quality Control program that meets the standard of ISO 9001-200, QS 9000, ISO/TS 16949 or similar standards? Yes  No
9. Do you have the basic Quality Assurance /Quality Control programme covering all aspects including validation and verification of processes & tests, including equipment calibration, to ensure that the products meet the design and performance requirements and are of consistently good quality? Yes  No
10. Do you adhere to regulatory or voluntary best-practice standards in the respective markets. Yes  No
11. Do you carry out product safety reviews. Yes  No
12. Do you maintain/have adequate documentation and engineering change management procedures where all base and modified designs are subject to proper checks and sign offs, both in-house and by customers? Yes  No
13. For custom-made products (if any), do you take sign-offs by customers on designs and prototypes before mass production? Yes  No
14. What are the procedures for recordkeeping and traceability of products, batches, production records and customers?
15. Do you have documented recall plan in place? Yes  No
16. Does your contractual controls include hold harmless clauses, limitation of liability and exclusion of consequential losses, among others? Please provide sample copies of your supply contract. Yes  No
17. In your contracts with sub-contractors and suppliers, do you have hold harmless/indemnification clauses in your favor? Yes  No
18. Is your marketing and technical literature subject to proper technical (e.g. Yes  No

pressure/temperature ratings, etc) and legal review for accuracy and liability management?

19. Does your sales staff receive training in product knowledge as well as in liability matters? Yes  No
20. Does your instruction manuals and safety labels adhere to regulatory or voluntary best-practice standards in the respective markets? Examples include ANSI Z535.6, ANSI Z 535.6 or CPSC Manufacturer's guide to Developing consumer product instructions, among others. Yes  No
21. Furnish details and list of products discontinued or recalled or withdrawn during the last five years.
22. Have your products ever been subject to any enquiry or investigation by any Government agency, concerning the efficiency/adequacy or labeling, hazardous contents or safety? If so, please give full details.
23. What is the failure rate of each product after hand over?

## **2. Advertising Injury / Personal Injury**

1. What percentage of your annual sales are derived directly from your website?
2. Do you use comparative advertising in your advertisements? Yes  No   
If "Yes", was an independent organization consulted on how such comparisons were made?
3. Is music used in your advertisements? Yes  No   
If "Yes", were all the rights secured prior to use?
4. Is the likeness of famous people used in your advertisements? Yes  No
5. Have you ever been sued, or have you sued anyone, for copyright or trademark infringement? Yes  No
6. Besides the information related to your goods, products or services, do you produce any other publications for external use? Yes  No
7. Does your legal counsel review your product brochures, promotional and website materials prior to release? Yes  No

## **(3) Liability arising out of travelling executives on business visits**

- a. Average number of executives that Travel Overseas annually
- b. Average Number of employee/days of travel per year
- c. Destinations

If you do not find sufficient space in any of the above columns, please use additional sheets or space given below for giving full details :

## **INSURED'S DECLARATION**

I/we desire to effect Commercial General Liability insurance with HDFC ERGO General Insurance Company Limited for the limits of insurance specified above and agree that the statements contained in this application are to my/our belief complete, true and accurate representations. I/we agree that this application shall be promissory and shall be the basis of the contract

between me/us and HDFC ERGO General Insurance Company Limited and agree to accept the Company's policy for insurance along with the terms and conditions prescribed by the Company. I/ We understand that any misrepresentation, omission, concealment or incorrect statement of a material fact in this Proposal may render the policy void.

I/we also agree that if any additions/alterations are carried out after the submission of this application to the Company, then the same will be communicated to the Company immediately in writing.

I/we understand the terms of cover of this insurance and agree that the insurance would be effective only on acceptance of this application by the Company and the payment of the premium by me/us in advance.

### **Signature of the Proposer**

Place

Date

### **Notice**

The rebate of premiums shall be allowed only in accordance with the details given in the prospectus or table of premium rates [or, as the case may be, the relevant document]. An offer or acceptance of any other rebate shall be an offence under section 41 of the Act.

Section 41 of the Insurance Act 1938 : Prohibition of Rebates

- "(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 punishable with fine which may extend to Five Hundred Rupees."

### **STATUTORY NOTICE : INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION**