

## Commercial General Liability Plus Policy - 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:

Insured & Address:	
Pan Card / GST Details: (document & number)	
Existing KYC No. (if any)	
Subsidiaries to be covered along with address:	
Website Address	
Coverage Trigger	(a) Occurrence _____ OR (b) Claims Made _____
Industry Type (Jewelry / import-export/mining / shipping / scrap dealing / real estate / agriculture / stock broking / BFSI / manufacturing / others - pl. specify)	
Address proof (document & number)	
Description of Business Processes / Activities / Designated Contract (if any):	
Retroactive Date (For claims made form only):	
Coverage Territory:	(a) India Only _____ (b) Worldwide excluding US/Canada _____ (c) Worldwide _____
Coverage Jurisdiction:	(a) India Only _____ (b) Worldwide excluding US/Canada _____ (c) Worldwide _____
Limit of Insurance:	General Aggregate Limit (Other than Product – Completed Operations): Product / Completed Operations Limit: Total Aggregate Limit Fire Damage Limit (part of General Aggregate Limit): Medical Expense Limit (part of General Aggregate Limit): Supplementary Payments Limit 1. Cost of Bail Bonds: 2. Actual loss of earnings up to INR _____ a day:
Policy Period	
Beneficial Ownership	

## PREMISES AND OPERATIONS LIABILITY

1. Number of Premises to be Insured in India & Outside India (if any):		Domestic	USA/Canada	ROW
	Owned			
	Leased / Rented			
2. Annual Sales Revenue (In Crores):	Location	Prior Year	Current Year	Estimated Next Year
	Domestic			
	US/Canada			
	UK/Europe			
	ROW			
3. Description of surrounding properties, if possible please attached layout plan OR Risk inspection report of manufacturing unit.				

## LIABILITY ARISING OUT OF TRAVELING EXECUTIVES ON BUSINESS VISITS

1. Average number of executives that Travel Overseas annually	
2. Average Number of employee/days of travel per year	
3. Destinations	

**ADD ONS –** Do you require any of these Coverage's?

A. Products-completed operations                      Yes ☐ No ☐

B. Advertising Injury / Personal Injury Liability                      Yes ☐ No ☐

### A. PRODUCTS-COMPLETED OPERATIONS

1.	Provide detailed description of each product manufactured, supplied, distributed or serviced by you.	
2.	End Usage of the products	
3.	Do you manufacture the complete product? If not, what components/parts are purchased by you?	
4.	Annual units produced (each product separately)	
5.	Do you carry out installation work?	Yes _____ No _____
6.	How long has your products been in the market?	
7.	Are you affiliated in any manner with any of your suppliers and distributors?	Yes _____ No _____
8.	Who are your customers and what are the primary industries or applications for the products?	
9.	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 _____
10.	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 _____
11.	Do you adhere to regulatory or voluntary best-practice standards in the respective markets.	Yes _____ No _____
12.	Do you carry out product safety reviews.	Yes _____ No _____
13.	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 _____
14.	For custom-made products (if any), do you take sign-offs by customers on designs and prototypes before mass production?	Yes _____ No _____
15.	What are the procedures for record keeping and traceability of products, batches, production records and customers?	
16.	Do you have documented recall plan in place?	Yes _____ No _____
17.	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 _____
18.	In your contracts with sub-contractors and suppliers, do you have hold harmless/indemnification clauses in your favor?	Yes _____ No _____
19.	Is your marketing and technical literature subject to proper technical (e.g. pressure/temperature ratings, etc) and legal review for accuracy and liability management?	Yes _____ No _____
20.	Does your sales staff receive training in product knowledge as well as in liability matters?	Yes _____ No _____
21.	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 _____
22.	Furnish details and list of products discontinued or recalled or withdrawn during the last five years.	
23.	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.	
24.	What is the failure rate of each product after hand over?	
25.	Average Batch Size in terms of units and value	
26.	Who has the authority to initiate recall in the organization	

### B. 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? If "Yes", was an independent organization consulted on how such comparisons were made?	Yes _____ No _____
3.	Is music used in your advertisements? If "Yes", were all the rights secured prior to use?	Yes _____ No _____
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 _____

## LOSS INFORMATION

Please provide all details for claims or losses (regardless of fault and whether or not insured) or any occurrences or incidents, conditions, defects, circumstances or suspected defects, which gives rise to a claim; over the last five years under Public Liability and/or Products Liability:

Date of Occurrence	Description of Claim	Date of Claim	Claim Amount (In INR)	Claim Status (Open/Closed)

### Prior Insurance: Details of expiry policy

CGL / Product Liability / Public Liability	
Name of the Insurer	
Limit of Liability	
Policy Period	
Premium	
Deductible	

### FRAUD WARNING:

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Applicant. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits.

### ANTI REBATING WARNING:

As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: 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 policy 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 prospectus or tables of the insurer. Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Ten Lakhs rupees.

### Data Protection Requirement (below declaration should be mentioned in Insured declaration):

"I/We hereby understand, declare, consent and authorize the Company that all details of the policy and financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

### ANTI- MONEY LAUNDERING:

The Company believes in adherence to Anti Money Laundering (AML) guidelines/rules as it aids in ensuring that financial institution like ours are not used as vehicle for money laundering. The policyholder/ nominee are thus bound to provide such information as may be required by the Company for ensuring the adherence of AML guidelines/rules.

### SHARING OF INFORMATION CLAUSE:

The information sought from the insured is strictly for the purpose of policy issuance and policy servicing. This information sought and the details of policy are kept confidential and will not be shared with any external party in any circumstances whatsoever. However, in instances when such information/ details is sought by any governmental bodies / regulatory authorities or when the Company is directed to share such information in accordance with any law/ regulations or direction from any such governmental bodies / regulatory authorities, the Company will be bound to abide to such directions.

## PREMIUM DETAILS

Amount (INR)	GST (INR)
Premium including tax (INR)	Rupees in words

## PAYMENT DETAILS

Cheque NEFT

Instrument No.  Instrument Date:

Bank Account No.  Account Type: Savings ☐ Current ☐ Other ☐ If others, please specify

Branch Name & Address:

IFSC Code  MICR Code

Bank details for refund of premium in case of cancellation to be considered as above

Yes ☐ No ☐ If NO, please provide additional bank details in below provided space:

Bank Account No.  Account Type: Savings ☐ Current ☐ Other ☐ If others, please specify

Branch Name & Address:

IFSC Code  MICR Code

Nationality: Indian ☐ Non – Indian ☐

If Non-Indian, please specify Country: \_\_\_\_\_

Are you a Political Exposed Person or related to Political Exposed Person: Yes ☐ No ☐ (appropriate tick) If Yes, give details \_\_\_\_\_

**Type of Organization**

Govt ☐ Pvt Ltd. ☐ Public Ltd. ☐ Proprietor ☐ Partnership ☐ Trust ☐ HUF ☐ Section 25 Company ☐

**Sources of Fund:**

Salary	Business	Other/We wish:
--------	----------	----------------

Any refund due on the premium payment / any payment / claims will be directly credited to my aforesaid Bank Account.\*

\*As per the IRDAI, it's mandatory that all payments made to the insured are only through electronic mode.

**Note:**

1. Please provide a cancelled copy of cheque of your bank account.
2. The Company will not be responsible in case of non-credit or delay in processing of payout due to incomplete/incorrect information provided by the customer. Please ensure that you provide accurate details to the Company.

**DECLARATION**

(To be signed by a partner or director of the Main Applicant)

I/We, the undersigned, declare and acknowledge:

I/We hereby declare that the information given is, to the best of our knowledge and belief, correct and that we are not aware of any circumstances that we have not disclosed to you which might influence your assessment of and willingness to accept the risk.

I/We hereby agree that, if you issue a policy to us, this proposal shall form the basis of, and be incorporated in, such policy.

I/We agree that this declaration and the answers given above shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract. And that if any untrue statement be contained therein the said contract shall be absolutely null and void.

I/We undertake to exercise all reasonable and ordinary precaution for the safety as desired and I/We agree to accept the policy in the form issued by the Company subject to the terms exceptions and conditions prescribed therein or endorsed on the policy.

"I/We hereby understand, declare, consent and authorize HDFC ERGO General Insurance Company Ltd. that financial information, as provided to the Company may be utilized for processing the claim made under the Policy.

I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

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 offence listed in Prevention of Money Laundering Act, 2002. I understand that the Company has the right to call for documents to establish sources of funds.

I hereby authorize the Company to notify me through email, SMS, or any other electronic mode any information pertaining to my proposal, policy document, claim servicing etc.

I, hereby grant consent to Agent/Broker/Corporate Agent or any other licensed intermediary to share my KYC (Know your Customer) and customer due diligence information with HDFC ERGO General Insurance Company Limited for the purpose of my insurance proposal

Signed:

Print Name

Title  Dated:

**TERMS AND CONDITIONS**

*Note: The liability of the Company does not commence until the acceptance of the proposal has been formally intimated to the insured and full premium has been realized by the company.*

*We are under no obligation to accept any proposal for insurance. The Applicant agrees that the receipt of the Proposal Form by HDFC ERGO General Insurance Company Limited along with the premium payment does not tantamount to the acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited and does not result in a concluded contract of insurance. The acceptance of the Proposal for insurance shall be at the Company's sole and absolute discretion and upon full realization of the premium payment. In the event of acceptance of the Proposal for insurance by HDFC ERGO General Insurance Company Limited, such acceptance shall be specifically intimated to the Applicant by HDFC ERGO General Insurance Company Limited along with the date from which the insurance Cover shall become effective. HDFC ERGO General Insurance Company Limited shall not be liable for any claim in respect of an event giving rise to a claim covered under the Policy of Insurance that has occurred prior to policy issuance is not covered under this Policy (Your proposal form will be considered after HDFCERGO General Insurance Company Limited receives premium payment.)*