

Inherent Defect Insurance Policy - Proposal Form

1 General Information / ScheduleName and location of premises to be insured Proposed occupation / usage of the premises Name and address of architect
(please specify extent of
Professional Indemnity Cover) Name and address and status of
sub-contractors and contract values
(please specify extent of Professional
Indemnity Cover) Name and address of consulting engineer
(please specify extent of
Professional Indemnity Cover)

Is there a financial relationship between architect and proposer / owner other than that arising out of works contracts?

Is there a financial relationship between the architect and the main contractor?

Is there a financial relationship between the architect and consulting engineer?

Form of contract used:

Architect:		under seal	<input type="checkbox"/> Yes <input type="checkbox"/> No
Consulting engineer:		under seal	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Developer:		under seal	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Manager:		under seal	<input type="checkbox"/> Yes <input type="checkbox"/> No
Main Contractor:		under seal	<input type="checkbox"/> Yes <input type="checkbox"/> No

What is the maintenance / defects liability period under the said construction contract (i.e. 12, 18 or 24 months)

Total estimated value of the contract at the end of construction

Is contract fixed price or bill of rates?

Is there a full-time clerk of works / resident engineer on site?

2 Duration of Contract Works

Expected start date of construction works and Contract Value

Expected duration of construction / completion date (please attach project bar chart)

Insurance requirements

Period of Cover (please specify) - 10 years ☐If less than 10 years pls specify - _____ years ☐**3 Description of Contract Works**

Description of construction method

Details of ground water conditions

Description of substructure / special measures for waterproofing, seepage, etc.

Description of structure (no. of floors, type of frame, cladding, type of roof etc.)

Number of basement levels

Special measures for weatherproofing / waterproofing

Details of premises to be insured / site history (e.g. subsidence, fill, mining, reclaimed land)

4 Inspection Authority

An Insurance Survey performed by the Inspection Authority of plans and work on site is an integral part of the Insurance Policy.

5 Technical Documents

Soil report

☐ Yes ☐ No

Analysis of groundwater attached

☐ Yes ☐ No

Plans, specifications, structural calculations and cross sections of the works to be insured

☐ Yes ☐ No

Contract conditions attached

☐ Yes ☐ No

6 Claims History

Have any major defects after expiry to the defects liability period ever been discovered in a building designed by the Architect? If so, please give details:

Have any major defects after expiry to the defects liability period ever been discovered in a building erected by the main contractor? If so, please give details:

7 Breakdown of Total Estimated Contract Value

a) Structural works of the building(s) (i.e. foundations, excavation costs, floors, walls, columns, beams, roofs, etc.)

b) External claddings including glazed curtain walling and non-bearing facings and fixings

c) Windows and drainage systems

d) Sewerage and drainage systems

e) Water distribution systems

f) All other non load-bearing elements of the building, i.e. fittings, floor coverings, decoration, etc.

i) Loss of Rent – Yes/No. If yes, pls specify Limit._____

ii) Waterproofing of Terrace – Yes/No. If yes, pls specify Limit._____

iii) Weather proofing of Basement – Yes/No. If yes, pls specify Limit._____

iv) On Account Payment – Yes/No. If yes, pls specify Limit._____

v) Failure of Electrical Cable – Yes/No. If yes, pls specify Limit._____

Is Coverage required on Full Sum Insured basis or Limit of Liability.

In case if Limit of Liability is opted, pls specify the same.

8 Retained Liability by the Insured (Each and Every Loss)

Please indicate amount

I/We hereby declare and warrant that the above statements are true and complete and that I/We have withheld no information whatsoever which is material for the acceptance of this proposal.

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 of the Work of Art 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 agree that the HDFC ERGO shall have the right to retain and disseminate the information provided by me / us to any of its service provider.

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.

Date:

Place: _____

Signature and Name of the Proposer

PREMIUM DETAILS

Amount (Including Service Tax) (Rs.) _____ Rupees _____

PAYMENT DETAILS

Bank Account No. _____

Branch Name & Address: _____

Instrument No. _____

Instrument Date: _____

IFSC Code _____

MICR Code _____

SOURCES OF FUND

☐ Salary ☐ Business ☐ Other (Please Specify) _____

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.

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.

PROHIBITION OF REBATES:

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 prospectus 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 ten lakh rupees.