

HDFC ERGO General Insurance Company limited



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 <input type="checkbox"/>	(b) Claims Made <input type="checkbox"/>	
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 <input type="checkbox"/>	(b) Worldwide excluding US Canada <input type="checkbox"/>	(c) Worldwide <input type="checkbox"/>
8. Annual Sales Revenue:		Prior Year	Current Year
			Estimated Next Year
	Domestic :	_____	
	US Canada:	_____	
	Rest of the World:	_____	
9. Limit of Insurance:		Option I	Option II
	Any one occurrence		
	Aggregate:		
10. Number of Employees:	India	USA & Canada	Rest of the World
11. Number of premises:	India	USA & Canada	Rest of the World
	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?			

PREMIUM DETAILS

Amount Rs. Rupees _____

SOURCES OF FUND

Salary Business Other (Please Specify) _____

BANK ACCOUNT DETAILS

Name of the Bank Account Holder

Bank Account No. Account: Savings Current

Name of Bank Branch

MICR Code (9 digit MICR code number of the bank and branch appearing on the cheque issued by the bank)

IFSC Code (11 character code appearing on your cheque leaf)

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

*As per the IRDA, its mandatory that all payments made to the insured only through electronic mode.

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 No
- B. Advertising Injury / Personal Injury Liability Yes No
- C. Liability arising out of traveling executives on business visits Yes No

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 by you. components/parts are purchased by you?		
3. Annual units produced (each product separately)		
4. Do you carry out installation work?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. How long has your products been in the market?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Are you affiliated in any manner with any of your suppliers and distributors?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Who are your customers and what are the primary industries or applications for the products?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
10. Do you adhere to regulatory or voluntary best-practice standards in the respective markets.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. Do you carry out product safety reviews.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
13. For custom-made products (if any), do you take sign-offs by customers on designs and prototypes before mass production?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14. What are the procedures for record keeping and traceability of products, batches, production records and customers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15. Do you have documented recall plan in place?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
17. In your contracts with sub-contractors and suppliers, do you have hold harmless/indemnification clauses in your favor?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18. 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 <input type="checkbox"/>	No <input type="checkbox"/>
19. Does your sales staff receive training in product knowledge as well as in liability matters?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Do you use comparative advertising in your advertisements? If "Yes", was an independent organization consulted on how such comparisons were made?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Is music used in your advertisements? If "Yes", were all the rights secured prior to use?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Is the likeness of famous people used in your advertisements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Have you ever been sued, or have you sued anyone, for copyright or trademark infringement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Besides the information related to your goods, products or services, do you produce any other publications for external use?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Does your legal counsel review your product brochures, promotional and website materials prior to release?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

3. Liability arising out of traveling 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.

I/We hereby understand, declare, consent and authorize the Company to use personal health details and financial information, as provided to the Company for underwriting the risk. I/We hereby also understand, declare, consent and authorize the Company that the Company shall have right to retain the aforementioned information and disseminate the same to its service provider(s) for providing services related to insurance.

Place

Date

Signature of the Proposer

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.