

**PROPOSAL FORM****COMMERCIAL GENERAL LIABILITY INSURANCE**

The liability of the Company does not commence until the proposal is accepted by the company and premium paid in advance and upon full realization of the premium payment by the Company. The Company is under no obligation to accept this proposal. Receipt of this Proposal by the Company along with the premium payment does not tantamount to the acceptance of the Proposal by the Company and does not result in a concluded contract of insurance.

Coverage is as per the terms and conditions of our Standard Policy Wordings.

The Policy shall become void at the option of the Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description, failure to disclose or suppression of any material facts in response to the questions in the proposal form or on non-disclosure of any material particular.

**INSTRUCTIONS FOR FILLING THE PROPOSAL FORM**

1. Please fill the proposal form legibly.
2. Some sections of the application will not apply to you. Please mark Not Applicable (N/A) in such cases.
3. Please attach a separate sheet if space indicated in the proposal form is not sufficient

Name of the Intermediary: \_\_\_\_\_ Intermediary Code: \_\_\_\_\_

**1. The Insured**

- (a) Full name of proposed Insured including subsidiaries

Company Name

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*(if insufficient space, please complete an attached Schedule of Company Name)*

- (b) Correspondence Address

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- (c) Full description of your operations and activities

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(d) Number of years in continuous business

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(e) Please quantify the annual sales turnover:

Year	India	USA/Canada	OECD countries * (except USA/Canada)	Others	Total
Projected					
Current					
Last Year					
Countries of business					

\*Countries belonging to the Organisation for Economic Co-operation and Development viz. Australia, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom.

## 2. Details of Premises

(a) Details of **manufacturing premises** occupied for the purpose of conducting the Business

Location (Please provide complete address)	Manufacturing Units			Warehouses/Godowns/Shops /Depots/ Tank Farms/Offices		
	No. of premises	Nature of Risk & type of	Description of surrounding areas – Industrial/ Agricultural/ Residential	No. of premises	Nature of Risk	Description of surrounding areas – Industrial/ Agricultural/ Residential

(i) Is the Plant provided with emergency backup electrical power for all critical drives for safe shutting down

of plant?  Yes  No

(ii) Is there a refrigeration system for the refrigerated gas storages is provided with standby compressor driven by alternate power?  Yes  No

(iii) Are all pressurised/liquified gas storages provided with fixed water storage system?  Yes  No

(iv) Is the Piping System running outside the compound provided with shut-off valves at the origin to stop leaks?  Yes  No

(v) Is a complete nondestructive testing of critical pressure vessels and pressurised/refrigerated storages carried out and their results are logged, defects corrected?  Yes  No

(vi) Have Hazop studies been carried out and the defects are rectified?  Yes  No

(vii) Are the premises, plant and machinery in sound condition & will they be kept in good order?  Yes  No

No

(viii) What is the inspection schedule of the premises? \_\_\_\_\_

(ix) Please specify ISO or equivalent certification for health, safety & environment (HSE) standards of premises \_\_\_\_\_

(x) Is there emergency medical help provisions at the premises?  Yes  No

(b) Details of **non-manufacturing premises** occupied for the purpose of conducting the Business

Locations (with address)	Type of Construction (RCC/ Temporary/ sheds ) Please give complete details	Age of the building	No. of floors/ height of the building in metres	Description of elevators or escalators including make and capacity	Details of other occupants and activities in the building

(for any additional premises please attach a schedule supplying details as above)

(i) Is there a safety plan in place for fire / explosion incidents?  Yes  No

If so, please detail it below:

(ii) Which Fire extinguishing appliances are used:

Portable Fire Extinguishers

Hydrant System

Sprinklers

Fire / Smoke Detection & Alarm System

(iii) Are all supporting structures of storages, equipments, columns, bases and pipe supports are fire proofed?  Yes  No

(iv) Is there a Third Party Housekeeping contract?  Yes  No

(v) Are there separate Entry and Exit points in the premises?  Yes  No

(vi) Is there a documented Emergency Plan?  Yes  No

If Yes, please attach a copy of the same with the premises layout.

(vii) What is the inspection schedule of the premises?

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(viii) Is there regular Training of Safety Procedures to employees?  Yes  No

(ix) What is the security arrangement at the premises?

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(x) Is there emergency medical help provisions at the premises?  Yes  No

### 3. Product Information

(a) Product Information

	(M)Manufacture	Total		
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Description of Product	(I) Import (D) Distribute	Turnover (INR)	Exports (INR)	Destination
<b>TOTAL</b>				

*(if applicable, attach product brochures, annual reports or other material)*

(b) Give a brief description of the usage of the product

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(c) Is there a Product Safety Manual?  Yes  No

(d) Is there a detailed product brochure?  Yes  No

If Yes, please attach a copy

(e) Does the Product conforms to a recognized Quality Control/ Recording system Standard e.g. I.S.I./B.S.I. etc. or any code of Practice followed?  Yes  No

Please give details

(f) Is the company a Member of Institute of Quality Assurance like Indian standards Institute, British Standards Institute, etc.?  Yes  No

(g) Is training offered to the end users and during the project implementation?  Yes  No

(h) Is any specialized technical know-how/collaboration/consultancy sought for the design of the product?

Yes  No. Please describe

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(i) Is there adequate and prominent display of warnings on the products/ packaging?  Yes  No

(j) Are all inbuilt safety devices/guards etc. designed to "fail-safe"?  Yes  No

(k) Give a description of work sub contracted out

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(l) What is the Accepted to Rejected ratio of the process? \_\_\_\_\_

(m) Can date of manufacture of each product be identified by the factory number stamped?  Yes  No

(n) Do you undertake full/ most of the commission/ installation of the product?  Yes  No

(o) Are senior management officials responsible for complaints handling?  Yes  No

(p) Do you have a documented product recall programme in place?  Yes  No

#### 4. Pollution

- (a) Does your use and storage of all toxic substances comply with all statutory regulations and by-laws?  Yes  No
- (b) Do any of your trade processes produce toxic wastes and other pollutants which have the potential to cause injury to persons or damage to property or otherwise harm the environment?  Yes  No

If yes, please provide details

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- (c) Does your waste disposal or waste storage comply with government regulations and by-laws?  Yes  No

Please give full details of any chemicals, gases, radioactive, explosive or toxic substances used and/or stored

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**5. Contractual Liability**

Do you assume liability under contract or hold others harmless, or waive rights of subrogation (other than lease liability)?  Yes  No

If yes, please provide full details and attach copies of all agreements (other than lease liability)

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**6. Are you currently, or have you previously been, involved in the manufacture/distribution or sale of:**

Industrial Drugs	Yes	No	Aircraft (including component parts)	Yes	No
Ethical Drugs	Yes	No	Class 1 dangerous / hazardous goods or ammunition	Yes	No
Petrochemicals	Yes	No	Liquid or gas fuels	Yes	No
Pesticides	Yes	No	Spacecraft or satellites	Yes	No
Fungicides	Yes	No	Watercraft (exceeding 15 metres in length)	Yes	No
Fertilisers	Yes	No	Radioactive material or any product containing asbestos	Yes	No

If yes, please provide details

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**7. Insurance Requirement**

(a) Limit of Indemnity (INR)

<b>Any One Accident:</b>	
<b>Aggregate for the Year:</b>	

(b) Policy Period: From \_\_\_\_\_ to \_\_\_\_\_

(c) Deductible Opted: \_\_\_\_\_

(d) Extensions Desired:

Personal & Advertising Injury : Preferred Sub-Limit \_\_\_\_\_

Medical Expenses: Preferred Sub-Limit \_\_\_\_\_

Care Control & Custody: Preferred Sub-Limit \_\_\_\_\_

What is the total value of such property at all locations? INR \_\_\_\_\_

What is the maximum value of any one item? INR \_\_\_\_\_

Give a brief description of such property

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Sudden & Accidental Pollution cover: Preferred Sub-Limit \_\_\_\_\_

Terrorism Extension: Preferred Sub-Limit \_\_\_\_\_

Any other extension -

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## 8. Claims and/or Loss Experience

- (a) After investigation, please provide claims experience and/or uninsured loss experience over the last five years for losses and claims that would have been covered under the proposed insurance. Please show claim amount after the application of any excess.

Dates	# Claims Reported	Amount paid & outstanding	Applicable Excess	Description
From            to				
From            to				
From            to				
From            to				
From            to				

- (b) What is the claims ratio (Total Claims made / Total Premium paid) over the last 5 years?

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- (c) After investigation, are you aware of any circumstances which could give rise to a claim under the proposed Policy and which are not mentioned above? Yes            No

If yes, please provide details

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- (d) Is there any additional information or detail of which you are aware and which may assist the Underwriter to better assess the nature of the risk? Yes            No

If yes, please provide details

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## 9. Previous Insurance History

Insurer		
Limit of Liability	AOA:	AOY:
Deductible		



Premium	
Retroactive Date	

After investigation have you ever had any:

(a) Insurance declined or cancelled?	Yes	No
(b) Renewal refused?	Yes	No
(c) Special conditions imposed?	Yes	No
(d) Increased excess imposed?	Yes	No
(e) Claims denied for this class of insurance?	Yes	No

### Declaration

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 offences 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. The insurance Company has the right to cancel the insurance contract in case I am/ have been found guilty by any competent court of law under any of the statutes, directly or indirectly governing the prevention of money laundering in India.

I/We hereby declare that the statements, answers and particulars made by me/us in this Proposal Form are correct, complete and true to the best of my/our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove, are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Liberty General Insurance Ltd. any additions/ alterations carried out in the risk proposed for insurance after submission of this Proposal Form.

Authorized Signatory

Proposer's Seal

Designation of the Signatory:

Date:

Place:

## Section 41 of 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 provision of this Section shall be punishable with fine, which may extend to five hundred rupees.

## INSURANCE IS A SUBJECT MATTER OF SOLICITATION