



Proposal Form No.: _____

PRODUCT LIABILITY INSURANCE PROPOSAL FORM

For Official Use Only

Agent/ Broker Name: _____ Marketing Officer Name: _____

GUIDELINES FOR COMPLETION OF THE FORM

- Please answer all questions on this Proposal completely, accurately and correctly. For all questions that do not apply, please mention clearly that the question is Not Applicable (Note: all questions answered "NA" will be considered to be answered as Not Applicable).
- This Proposal must be SIGNED and DATED by a principal of the proposed policyholder.
- Insurance is a contract of Utmost Good Faith which requires the proposed policyholder to disclose all material facts in relation to this Proposal in respect of the proposed policyholder and each proposed Insured and to also not suppress any material facts in relation to this Proposal while responding to the questions in the Proposal. If You believe that any fact/information/documentation is material to the Proposal then You must disclose it to the Insurer. The Policy shall become voidable at the option of the Insurer, in the event of any untrue or incorrect or incomplete statement, misrepresentation, non-description or on non-disclosure in any material particular in the Proposal/personal statement, declaration and connected documents, or any material information having been withheld by the proposed policyholder or any one acting on its behalf to obtain any benefit under this Policy.
- If You require additional space to answer any question on this Proposal, please attach additional sheets of paper and indicate on the additional sheet the question number to which the information being provided pertains. Kindly contact the Insurer's Offices or Agents or Your broker for any queries or clarifications that You may have on the Proposal or questions contained therein.
- The proposed policyholder will be referred to in this Proposal as "proposed policyholder", "You" or "Your".

Note: The liability of the Insurer in relation to the subject matter of this Proposal shall not commence until this Proposal has been accepted by the Insurer through issuance of the Policy Document/Cover Note and subject to the receipt of premium by the Insurer.

CLIENT INFORMATION

Proposer's Name: _____

Proposer's Mailing Address: _____

City/Town: _____ State: _____ Pin Code: _____

Landline No (With STD Code): _____ Fax No.: _____ Email ID: _____

Proposer's trade or business: _____

Type of Proposer: Individual ☐ Partnership firm ☐ Company ☐ Govt. ☐ Others ☐ _____

Annual Income: (In Rupees): _____ Do you file income tax return? Yes ☐ No ☐ Do you own a bank account? Yes ☐ No ☐

Date of Birth: DD / MM / YYYY Country: _____ PAN Number: _____

Paid-up capital of the firm (in Rs. million): _____ Business Sector: Urban ☐ Rural ☐

CONTACT DETAILS

Contact Person's Name: _____

Mailing Address: _____

City/Town: _____ State: _____ Pin Code: _____

Landline No (With STD Code): _____ Mobile No.: _____

Email ID: _____

RISK DETAILS

1. Proposed Policyholder Information

- Proposed policyholder company name: _____
- Business: _____
- Name of all Associates and Subsidiary Companies: _____
- Names of all Joint Venture Partners/Collaborator: _____
- Proposed policyholder's mailing address (with PIN code): _____
- Website: _____ E-mail: _____ Phone no.: _____
- Gross Annual Payroll _____ (for the present financial year)

2. Risk Details (regarding products to be covered and Sales information)

- Do You manufacture Your products completely (including all their parts/components)? Yes ☐ No ☐
If no, please provide details of parts/components outsourced by You. _____

2.2. Please furnish details of all Your products in following manner:

Sr. No.	Exact name of the product
1.	
2.	
3.	

2.3. Sales turnover of all Your products:

	Year since when selling in this market	Turnover for proposed Period of Insurance (INR)	Turnover achieved for last year (INR)
Domestic Turnover			
Exports to North America			
Exports to Europe, Australia & Japan			
Exports to Latin America			
Exports to Africa			
Exports to Asian countries			
Exports to Other OECD countries			
Exports to Other non-OECD countries			
TOTAL			

2.4. To which industry are majority of Your products are supplied ? _____

2.5. Please provide details on the usage of all Your products: _____

2.6. Please provide the names of Your top five customers who procure the products in respect of which cover is sought: _____

2.7. Territorial Scope of cover (tick): India/Worldwide/Worldwide excluding North America _____

2.8. Jurisdiction (tick): India/Worldwide/Worldwide excluding North America _____

2.9. Coverage required for (tick): Whole turnover/Domestic sales only/Exports only _____

2.10. Limit of Indemnity required: _____ Aggregate One Year (AOY): INR _____

Any One Accident (AOA) (tick any one): Equal to AOY? | Half of AOY? | One third of AOY? | One fourth of AOY? _____

2.11. Minimum limit of liability as specified in Your contract with Your customer: INR (You may please enclose a copy of Your contractual insurance clause)

2.12. Policy Period: From: / / TO /

2.13. Please enlist the extension coverages required (if any): _____

2.14. Compulsory Excess (each & every claim): _____

3. Product Safety and Quality Design, raw material, packing, labeling and record keeping

3.1. Details of approximate percentage of total turnover of products that are:-

3.1.1. Manufactured/supplied to Your own design/specification/ formulation? _____

3.1.2. Manufactured/supplied to a design laid down by a customer? _____

3.2. Are all necessary hazard warnings clearly shown on products, packaging or instruction manuals? Yes ☐ No ☐

3.3. Can the date of manufacture of each of Your product and its ingredients be identified by the factory number stamped on it? Yes ☐ No ☐

3.4. Do You outsource any part of Your manufacturing/packing activity? Yes ☐ No ☐

3.5. Approximate percentage of Your products which fail or are discovered to be defective after release: _____

3.6. Enlist the quality certifications/awards You have (e.g. ISO 9002):

Sr. No.	Certification	Valid till

Compliance with regulatory specifications

3.7. Do Your products comply with necessary standards (e.g. BIS/ISI/AGMARK)? Yes ☐ No ☐

3.8. Are Your products approved for sale by concerned regulatory authority? (for example, FDA approval for selling pharma products in USA) Yes ☐ No ☐

4. North American Exposure of Insured

4.1. Do You have any manufacturing facilities in North America? Yes ☐ No ☐

4.2. Do You have any sales offices in North America? Yes ☐ No ☐

4.3. Do You have any warehouses/godowns in North America? Yes ☐ No ☐

5. Please provide details of Your existing product liability policy and attach a copy of expiring policy(as applicable):

5.1. Policy Period: From date / / to /

5.2. Limit of Indemnity: Aggregate One Year: INR _____ Any One Accident: INR _____

5.3. Territorial Scope of cover (tick): India/Worldwide/Worldwide excluding North America _____

5.4. Jurisdiction (tick): India/Worldwide/Worldwide excluding North America _____

5.5. Retroactive date: / / Insurance company: _____

5.6. Premium paid: INR _____

5.7. No. of claims reported/made (if any): Total amount of claims made: INR _____

6. Information about adverse situation/loss/claims related to cover desired:

- 6.1. Has any insurer ever declined to renew Your product liability insurance proposal? Yes ☐ No ☐
- 6.2. Have Your products ever been subject to any investigation by government in relation to their safety? Yes ☐ No ☐
- 6.3. Have Your products ever been discontinued or recalled/withdrawn during the last five years? Yes ☐ No ☐

If yes, please furnish details _____

- 6.4. Please furnish claims history for the last five years in the following format: _____

Country	Incident Date	Total Amount Paid (INR)	Bodily Injury	Property Damage	Cost of Defence Action (INR)	Total Amount Outstanding INR

- 6.5. Are You aware of any incidents, conditions, defects, circumstances or suspected incidents, conditions, defects, circumstances which may result in a product liability claim? Yes ☐ No ☐

If yes, please provide details: _____

7. Please provide any other information which may be relevant in effecting the proposed insurance cover.

PAYMENT INFORMATION**MODE OF PAYMENT**

☐ Cheque/ DD Cheque No.: Demand Draft No.:

Drawn No.: Dated: / /

Bank A/C No.: Amount in Figures:

Amount in Words:

DECLARATION BY PROPOSER

I/We authorise the Insurer and all other group companies of ICICI Bank Group and their agents to exchange, share or part with all the information relating to my/our personal and financial details and information to other ICICI Bank Group companies/Banks/Financial Institutions/Credit Bureau/Agencies/ Statutory Bodies as may be required and I/We will not hold the Insurer and all other group companies of ICICI Bank Group and their agents liable for use of this information.

I/We agree that the Policy shall become voidable at the option of the Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the Proposal /personal statement, declaration and connected documents, or if any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.

I/We, the undersigned hereby declare and warrant that the above statements are true, accurate and complete. I/We desire to effect an insurance as described herein with the Insurer and I/We agree that this Proposal and declarations hereto shall be the basis of contract between me/us and the insurer and shall be incorporated into the Policy (if) issued on the basis of this Proposal. I/We agree to accept a Policy subject to the conditions prescribed by the Insurer.

I/We agree that the issuance of Policy/Cover Note and the cover under the Policy shall commence subject to realisation of the premium cheque by the Insurer.

I/We hereby agree and confirm that if the amount collected is less than the premium quoted or revised as per changes in Limit of Liability proposed for insurance or scope of cover desired by me/us, the Proposal shall be considered for acceptance for a reduced sum appropriate to the premium collected and the Policy shall be finalised accordingly.

Name: Company Stamp

Designation:

Place: Date: / /

Client's Stamp and Signature

STATUTORY WARNING**PROHIBITION OF REBATES.**

(Under Section 41 of Insurance Act 1938)

- 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.
- Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to ten lakh rupees



ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No.11, 401/402, 4th Floor, New Link Road Malad (W), Mumbai - 400 064.

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

Toll Free No.: 1800 2666 • Chargable No.: +91 92236 22666 • Insurance is the subject matter of solicitation.

IRDA Reg. No. 115. • Misc 15 • CIN: U67200MH2000PLC129408.

NEFT/EFT MANDATE FORM

(Payment through EFT Mechanism)

CORPORATE DETAILS

Group/ Network Name: _____
Address: _____
City: _____ Landmark: _____
Pincode: _____ Pan Card No.:** _____ State: _____
PAN Card Holder's Name: _____

ACCOUNT DETAILS

Bank Name: _____
Branch Name: _____
Payee Name: _____
MIRC No.: _____ IFSC Code: _____
Account Type: _____ Full Account No.: _____
Name as per Bank Records: _____
Cancel cheque No. **: _____

(Please attach a blank cancelled cheque copy with payee name printed on the cheque and Pan Card Copy)

If customer name/ account no /IFSC code is not available on cancelled Cheque then NEFT mandate form with Bank Sign & seal and customer signature is mandatory.

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all reasons of incomplete or incorrect information, I would not hold the user institution responsible.

Signature & Stamp of the Payee

Verified By
(Bank Official Stamp and Authorized Signature)

Terms and Conditions for Payments through RTGS/NEFT

- The details provided by the Customers in the Mandate Form shall be considered as final and ICICI Lombard General Insurance Company Ltd. shall not be responsible for cross verification of any of the details provided therein.
- The RTGS/ NEFT facility shall be effective for the respective Customer(s) within 15 days of the receipt of the Mandate Form by ICICI Lombard General Insurance Company Ltd. and/ or within such period as may be reasonably required by ICICI Lombard General Insurance Company Ltd. to activate the RTGS/ NEFT facility.
- The Customer agrees that under the RTGS/ NEFT facility, there may be a risk of non-payment in the Account of Customer on the day of the credit of Payments due to change in the applicable regulations pertaining to RTGS/ NEFT facility or due to any other reasons without any fault/inaction/failure on part of ICICI Lombard General Insurance Company or any factor beyond the control of ICICI Lombard General Insurance Company Limited.
- The Customer agrees to indemnify, without delay or demur, ICICI Lombard General Insurance Company Ltd. and its agents and keep ICICI Lombard General Insurance Company Ltd. and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which ICICI Lombard General Insurance Company Ltd. may suffer or incur, directly or indirectly, arising from or in connection with, amongst other things, either of the aforesaid reasons stated in above clauses.
- The Customer agrees that transaction(s) through RTGS/ NEFT facility may attract inward RTGS/ NEFT charges, which if levied by the Customer's bank, shall be borne by the Customer
- ICICI Lombard has the absolute discretion to amend or supplement any Terms and Conditions stated herein at any time and will endeavour to give prior notice of Ten days for such changes wherever feasible for the terms and conditions to be applicable. By using the new services, or at the completion of such period, whichever is earlier, the Customer shall be deemed to have accepted the changed terms and conditions.
- Submission of documents or bank details or any other information does not in any way, shape or form, imply or express or suggest admission of liability by the company.
- Notices under these terms and conditions may be given in writing by delivering them by hand or e-mail or on ICICI Lombard General Insurance Company Ltd. Website www.icicilombard.com or by sending them by post to the last address of the Customer.
- These terms and conditions will be governed by the laws of India and any legal action or proceedings arising out of these Terms and Conditions shall be initiated in the courts or tribunals at Mumbai in India.
- I/ We further undertake to refund any excess amount whether demanded by ICICI Lombard General Insurance Company Ltd. or not, which has been credited in excess to my account at any time due to any reason within 7 days of such receipt of such communication from ICICI Lombard of such excess credit or such information of excess credit coming to the knowledge of the Customer through any other source.
- I/ We agree that my/our claim payment will be credited from the date ICICI Lombard General Insurance Company Ltd. gets confirmation from its bankers, This facility will continue unless it is revoked by any party and any issuance of relevant credit instruction from ICICI Lombard General Insurance Company Ltd. to its bankers will be valid till such instruction is complete irrespective of the fact that the notice period has expired provided such a credit request has been made by ICICI Lombard General Insurance
- Company Ltd. before the expiry of the notice period of the Customer.
- (Please attach a blank cancelled cheque or photocopy of a cheque for verification of the particulars provided in this regard)

Signature and Stamp of Customer



ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No.11, 401/402, 4th Floor, New Link Road Malad (W), Mumbai - 400 064.
Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.
Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com
Toll Free No.: 1800 2666 • Chargable No.: +91 92236 22666 • Insurance is the subject matter of solicitation.

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