

ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.

Website: www.icicilombard.com

PROPOSAL FORM FOR PRODUCT LIABILITY INSURANCE

Guidelines for completion of proposal form

1. Please answer all questions fully and correctly. Where any question does not apply, please mention clearly that the same is not applicable (NA).
2. Insurance is a contract of *Utmost Good Faith* requiring the Insured not only to disclose all material facts but also not to suppress any material facts in response to the questions in the proposal form. If you think any fact is material, please disclose it.
3. The Policy shall become voidable at the option of the Insurer, in the event of any untrue or incorrect statement, misrepresentation, non-description or on non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents, or any material information having been withheld by the proposer or any one acting on his behalf.
 1. Kindly contact the Company's Offices or Agents for any doubts or clarifications on the proposal form.

Note

- The liability of the Company does not commence until this proposal has been accepted by the Company and premium paid.
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Scope of cover

This insurance Policy indemnifies the Insured against legal liability of the Insured arising out of any loss or damage caused by or arising out of certain products such products have to be proposed in this Proposal Form, and be specified in the Part I of the Schedule of the Policy Document. The Policy also covers legal costs and expenses incurred by the Insured, with prior consent of the Company and within the sum insured, in the investigation, defence or settlement of such legal liability.

Significant exclusion

This insurance Policy does not cover liability for costs for repair, modification, replacement or recall of a product. It also does not cover liability for guarantees, pure financial loss, fines and penalties (punitive or exemplary). For other exclusions and limitations, kindly refer to the Policy.

Extensions In addition, certain optional extensions are available, the details of which are provided in the relevant section of this proposal form.

Note: The foregoing is only an indication of the cover offered. For details, please refer to the Policy.

Information & details - Put (✓) mark wherever applicable

1. Proposed Insured Information

- 1.1. Proposed insured Company name:
- 1.2. Business: Establishment date/year:
- 1.3. Associates and Subsidiary Company name:
- 1.4. Name of JV Partner/ collaborator:
- 1.5. Paid up capital of proposed insured
- 1.6. Proposer's registered Office
- 1.7. Proposer's mailing address (with PIN code):

Website:

E-mail:

Phone no.

Fax no.

2. Risk details (Products and sales information)

- 2.1. Products manufactured (attach exhaustive list):
- 2.2. Do you manufacture complete product? Yes / No
If not, give details of parts/ components outsourced by you.
- 2.3. Are you affiliated in any manner with any of your suppliers/distributors? Yes / No
- 2.4. New products to be marketed in next 12 months?
- 2.5. Specify any products, which are inflammable/explosive, dangerous, harmful to health, poisonous per se or in any combination with other products/ components; provide full details and also state what precautions are taken in respect of such products?

2.6. Products to be covered under proposed insurance Policy:

2.7. Please furnish details of products in respect of which cover is sought in following manner:

Product	1	2
Name of the product		
Principal component		
How long has it been in use in the market		
Annual units produced/ sold		
Annual turnover		
Batch size		
Price per unit		
Expected life of use		
Technical collaboration, if any. Please provide details		

2.8. Gross sales turnover (for proposed period of insurance): INR

2.9. Sales turnover of products to be covered (for proposed period of insurance):

Region	Countries (Specify)	Turnover (INR)	Percentage of total	No. of years selling in this market
Domestic	India			
North America				
OECD countries*				
Non-OECD countries				
TOTAL				

- these include Europe, Japan and Australia

2.10. Sales turnover (last year):

Region	Countries (Specify)	Turnover (INR)
Domestic	India	
North America		
OECD countries*		
Non-OECD countries		
TOTAL		

2.11. To which industry majority of your products are supplied?

2.12. Usage of the products to be covered:

2.13. End user of the products:

2.14. Names of Your major (top five) customers:

2.15. Scope of cover / Jurisdiction (tick): India / Worldwide / Worldwide excluding North America

2.16. Coverage required for (tick): whole turnover/ Domestic sales only/ Exports only

2.17. Limit of Indemnity / Sum Insured

Aggregate for the year Limit AOY: INR

Initials of Proposer

- AOA: AOY² [✓] 1:1 / 1:2 / 1:3 / 1:4
- 2.18. Minimum limit of liability as specified in your contract with your customer: INR
(Please enclose a copy of your contractual insurance clause)
- 2.19. Voluntary Excess/ deductible³: INR
- 2.20. Endorsements/ extensions available with this cover are as following, If you want to avail of extension of the Policy by payment of additional premium, please specify:
Do you require "Limited Vendor's Liability Clause"? Yes / No
Please specify the details of the vendors/distributors whom you intend to include. Please also enclose a copy of the contract entered into with the Vendor/ distributors
Do you require "Technical Collaborators Inclusion Clause" Yes / No
Please specify the details of the Technical Collaborators whom you intend to include. Please also enclose a copy of the contract entered into with the Collaborator/s
Do you require "North American Jurisdiction Extension Clause"? Yes / No

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:-
Manufactured / supplied to own design/specification/ formulation?
Manufactured/supplied to a design laid down by a customer?
- 3.2. Do you have dedicated design team? Yes / No
- 3.3. Are products labeled and supplied with clear instructions in the language of the country to which they are supplied? Yes / No
- 3.4. Are product hazard warning clearly shown on products, packaging and/or instruction manuals?
Yes / No
- 3.5. Can the date of manufacture of each product and its ingredients be identified by the factory number stamped on it? Yes / No
- 3.6. Do your legal and/or design departments have sight of all advertising material, sales brochures, operating manuals etc to check for misleading statements? Yes/ No
- 3.7. Are your representatives warned against overstating usage or effectiveness of products?
Yes / No
- 3.8. Do you Import raw material for manufacturing products? Yes / No
(If yes to Q 3.5, give details in separate sheet)
- 3.9. Do you outsource any part of your manufacturing/ packing activity? Yes / No
- 3.10. Do you maintain adequate system of records enabling identification of:-
Source of product/ raw materials/ components parts purchased? Yes / No
Source of design of products manufactured? Yes / No

¹ AOA: Any One Accident relates to limit of liability in respect of any one accident

² AOY: Any One Year relates to limit of liability in respect of all accidents in any one year.

³ Voluntary Excess: First portion of any loss that the Insured will bear. Please indicate the voluntary excess as percentage of sum insured per accident, ICICI Lombard General Insurance Company Ltd.,
2nd floor, Zenith House, Near Essar Towers, Opp. Race course, Keshavrao Khadye Marg, Mahalakshmi, Mumbai -34.
Phone no. 022- 2490 6999 Fax no. 2491 4634

Quality control and testing procedures effective at the time of design and/or manufacture?

Yes / No

Research undertaken to minimize risk to health and safety? Yes / No

Quality control and testing

3.11. Describe extent and type of tests and checks undertaken before the product goes into production:

3.12. Attach details of quality assurance system followed by your company

3.13. Your quality auditors (brief detail)?

3.14. Provide details of percentage of products, which fail or are discovered to defective after release?

3.15. Details of complaints and incident/ accident reporting system in your company?

3.16. Checks or examinations or controls including batch control and testing carried out or effected to discover possible defects or errors in products?

3.17. Specify the quality certifications/ awards you have for your products? (like ISO 9002 etc):

Date of certification: valid up to:

Compliance with regulatory specifications

3.18. Do your products comply with minimum necessary standards (e.g. BIS/ ISI/ AGRMARK etc.)?

Yes / No

3.19. Products comply with state/federal law applicable for each product? Yes / No

3.20. Are your products approved for sale in market by concerned regulatory authority? (likewise FDA approval for selling pharma products in USA) Yes / No

4. North American Exposure of Insured

4.1. Do you have any assets and/or representation and/or any domiciled operation and/or activities and/or association (Financial, Technical or otherwise) in North America (USA/Canada) and/or other foreign countries? Yes / No (If yes, please furnish details)

4.2. Do you have any technical collaboration/ joint venture with US listed companies? Yes / No

4.3. Do you have any manufacturing facilities in North America? Yes / No

4.4. Do have vendors /sales offices in North America? Yes / No

4.5. In case you have exports to North America, means of exports to North America?

Direct subsidiary in North America Location:

Full details of contractual limits:

If North American seller or supplier is insured for product liability including imported goods?

State limit (if known): US\$

5. Expiring Policy details

5.1. Do you have Product liability Insurance in place for your company or any of your subsidiaries for any of your products? Yes / No. If yes, reply following:-

5.2. Policy Period: From date to

5.3. Limit of liability AOY: INR AOA:

- 5.4. Deductible/ Excess: INR
 5.5. Jurisdiction/ Scope of cover: India / worldwide/ Worldwide excluding USA/Canada
 5.6. Retroactive date:
 5.7. Insurance Company:
 5.8. Premium paid: INR
 5.9. No. of claims reported/ made (if any): Total amount of claims made: INR

Initials of
Proposer

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

6.1. Has any insurer ever:-

- 6.1.1. Declined your product liability insurance proposal? Yes / No
 6.1.2. Refused your renewal for product liability insurance? Yes / No
 6.1.3. Terminated your insurance for product liability? Yes / No

6.2. Please provide details of the percentage of products, which fail or are discovered to defective after release? *(Use separate sheet, if required)*

6.3. 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? Yes / No

6.4. Have ever been your products discontinued or recalled or withdrawn during the last five years
 Yes / No if yes please furnish details in following manner:

Product recalled/ withdrawn/discontinued	Year	Reason

6.5. Please furnish claims history for the last five years in the following format:

Country category	Year	Total amount paid (INR)	Bodily injury	Property damage	Cost of defence action (INR)	Total amount outstanding INR
Domestic						
US & Canada						
OECD						
Non OECD						

6.6. Are you aware of any incidents, conditions, defects, circumstances or suspected defects, which may result in a product liability claim? **Yes / No**

If yes, please provide details:

Note:

- (i) Any additional information relevant to the policy applied for, Please use additional sheets if space is not sufficient to complete details
 (ii) Documents to be attached:
 a. Turnover annexure
 b. Copy of expiring Policy
 c. Quality control manuals

Initials of
Proposer

Declaration by Proposer

I/We authorise the Company and all other group companies of ICICI Bank Group and their agents to exchange, share or part with all the information relating to my 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 Company 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 Company, in the event of any untrue or incorrect statement, misrepresentation, non-description or non-disclosure in any material particular in the proposal form/personal statement, declaration and connected documents, or 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 Company and I/We agree that this proposal and declarations hereto shall be the basis of contract between me/us and the Company and I/We agree to accept a Policy subject to the conditions prescribed by the Company.

I/We agree that the issuance of Policy/Cover Note shall be subject to realisation of premium cheque.

I/We hereby agree and confirm that if the amount collected is less than the premium quoted or revised as per changes in sum 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.

Proposer's Signature:

Company Stamp:

Name:

Designation:

Place:

Date:

Day Month Year

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 punishable with fine, which may extend to five hundred rupees.