



# The Liability Company.

LIABILITY MATTERS

## Broadform Liability Insurance Proposal Form

The policy will only respond to claims and/or circumstances, which are first made against you and notified to the Insurers during the policy period.

The policy will not provide cover for:

- Events that occurred prior to the retroactive date of the policy (if specified).
- Claims made after the expiry of the policy period even though the Wrongful Act giving rise to a claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you know had the potential to give rise to a claim under the policy.

If you do not understand any part of this document, please contact your broker before you sign it. You will be bound by the answers which are given, and by the information provided by you in the proposal form. It is in your interest to make sure that all information is properly understood. If you are in any doubt, discuss the issue with your broker or disclose the information to the Insurers.

### Disclosure

You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.

### Additional Attachments Needed:

Before you return this form please **make sure you attach** the following documents:

1. Standard Client Contract or Standard Trading Conditions
2. Marketing and Technical Brochures
3. Claims Information
4. Documented Product Recall Plan (if cover is required)

#### The Liability Company (Pty) Ltd

35 Oxford Office Park, 3 Bauhinia Street  
Highveld Techno Park, Centurion  
PO Box 17541, Lyttleton, Pretoria, 0140  
The Liability Company is an authorised  
financial services provider (FSP 50828)

#### Our Risk Carriers

All our policies are underwritten by Old Mutual  
Insure Limited (FSP12) and Old Mutual  
Alternative Risk Transfer Insure Limited (FSP  
49551) on a co-insurance basis. Both are  
authorised financial services providers and  
non-life insurers.

#### Contact Us

**T** +27 (12) 667 2441  
**E** [info@theliabilitycompany.com](mailto:info@theliabilitycompany.com)  
**W** [www.theliabilitycompany.com](http://www.theliabilitycompany.com)

Underwritten by



**OLDMUTUAL**  
INSURE



**OMART INSURE**

OLD MUTUAL ALTERNATIVE RISK TRANSFER INSURE LIMITED

**1. General Proposer information**

a. Proposer/company name:


b. Main Physical Address:

Postal Address:


c. Website Address:

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d. Contact Person (name):

Contact Tel. No:

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e. Company Registration No.

Vat Registration No.

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f. How is this business constituted?

Private Co (Pty) Ltd


Inc.

Sole Trader

Non-Profit (NPC)

Partnership

Public/Listed (Ltd)

Close Corp

Other


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**2. Risk Specific Details**

a. Annual Revenue/Turnover (past 3 years):

Year 1	Year 2	Year 3

b. Projected Turnover for forthcoming year:

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c. Business Activities (please list all activities to which this insurance will apply):

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d. Number of Employees:	Total Annual Wages:

e. How many employees work outside South Africa?

f. Do you utilise temporary employment services e.g. labour brokers/outsourced labour?

Yes	No
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If yes, please provide the number of outsourced employees:

### 3. Operations

a. Premises within the borders of South Africa:

Number of Premises	Primary Business Activities (Manufacturing, Retail, Offices, Storage etc.)

b. Are any operations based outside of South Africa?

Yes	No
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If yes, please provide details:

Country	Business Activities	% Contribution To Turnover In Question 2a Above

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c. Is any waste that is generated by the business, toxic in nature?

Yes	No
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If yes, how is this stored and ultimately disposed of?


#### 4. Product Design, Advice and Consulting Exposure Info

a. Do you operate a research and development department?

Yes	No
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b. Do you offer any design, specification or customization services to customers?

Yes	No
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c. Do you provide any advice or consulting services to customers?

Yes	No
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d. If applicable, are fees charged for these services?

Yes	No
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e. If you answered yes to any of the questions in this section please provide details below:


#### 5. Product Manufacturing, Distribution and Retail

a. Please provide details of all products manufactured, supplied, serviced, treated or altered by or behalf of the proposer together with anticipated failure rate and estimated turnover for the current year.

Product Description	Anticipated Failure Rate	Approx % of Total Turnover

b. Please provide a list of your top 3 (major) customers

Customer details	Approx % of Total Turnover

c. Please provide details of any products exported to other territories:

Region/Country	Approx % of Total Turnover
Africa (excl RSA)	
Australia	
Canada	
Europe	
Far East	
Middle East	
United Kingdom	
United States of America	
Other (please provide details below)	

Other territories/countries:


d. Do you import any products or raw materials?

Yes	No
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If yes please provide details:

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Details of Product Imported	Country of Origin	Quantum (can be weight or value)

**6. North American and Australian Exposures**  
 (please answer this section if you have any operations in, or export products to these territories)

a.

Details (products and/or operations)	Approx % of Total Turnover

b. If you export products to these territories, please confirm how long you have been doing so:

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c. Is any liability coverage purchased for these products in North America and Australia?

Yes	No
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Please provide details:


d. Please provide details of any contractual undertakings, warranties or vendors agreements that are given by or to customers or suppliers in these territories.


**7. Use of Per- and Polyfluorinated Substances (PFAS) – these are chemical compounds also known as forever chemicals. PFAS refers to any per- and polyfluoroalkyl substances, including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), or any substance classified as a PFAS under applicable laws or regulations.**

a. Can you confirm that you are aware of PFAS chemical compounds and the risk their continued use presents to the environment and humans?

Yes	No
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b. Do you make use of any PFAS chemicals?

Yes	No
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Please provide details:


c. If you do use PFAS chemical compounds, could you please confirm:

Are you implementing measures to eliminate these chemicals from your business/products?

Yes	No
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If yes, please indicate how much longer you expect to keep using PFAS chemicals


**8. Use of artificial intelligence in the business**

a. Do you make use of any Artificial Intelligence tools in your business?

Yes	No
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b. Please provide details as to what tools are used and in which areas of the business?


c. How do you manage quality assurance when such tools are used? In other words, how is the accuracy of inputs and outputs checked and tested outside of the AI tool?


**9. Risk Management and Quality Assurance**

a. Please provide details of quality control measures that are in place for any services or products provided to customers


b. With regards products manufactured or supplied by you, is batch tracking in place? In other words, can you determine when a batch was produced and which customer it was ultimately supplied to?

Yes	No
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Please provide details


c. If you manufacture or supply products, do you have a product recall plan in place?

Yes	No
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If yes, how often is this tested?


d. Do you have signed contracts with suppliers?

Yes	No
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If yes, please provide a copy

e. Do you have signed contracts with customers?

Yes	No
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If yes, please provide a copy



## 10. Claims and Incident Information

- a. Please provide details of all (liability) claims made against the business(es) to be insured under this policy, over the last 5 years. Note that even claims that were not insured or covered should be mentioned here. Please attach additional info to this form if necessary.

Date of Claim	Description (include the amount claimed/paid)

- b. After a full enquiry across the business, are you aware of any circumstance or incident that may give rise to a claim under this proposed insurance?

Yes	No
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If yes, please provide details


## 11. Previous Insurance

- a. Has any insurer (or underwriting manager) ever cancelled any of your liability-based insurance policies?

Yes	No
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If yes, please provide details


- b. Has any insurer (or underwriting manager) ever imposed special restrictions or conditions on any of your liability-based insurance policies?

Yes	No
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If yes, please provide details


c. Do you currently have public/products/broadform liability insurance?

Yes	No
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If yes:

What is the main limit of indemnity?

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What is the retroactive date?

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## 12. Proposed Insurance/Coverage Required

a.	Cover/Extension	Limit Option 1	Limit Option 2	Limit Option 4
	General/Public Liability			
	Product Liability/Defective Workmanship			
	Employers Liability			
	<b>Other Covers/Extensions:</b>			

b.	Deductibles	Option 1	Option 2	Option 3

## Claims made

Broadform Liability Insurance policies are underwritten on a "Claims Made" basis. This means that; In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against you. (In terms of the policy conditions you are obliged to notify Insurers as soon as you become aware of any circumstances which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim under the policy which was in force at the time when the circumstance was first notified). The cause of action giving rise to the claim must have taken place on or after the "retro-active date" shown in the Schedule of the policy. If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time when the cause of action occurred giving rise to the claim. It is therefore important to renew the policy annually. If the practice ceases it is recommended that run-off cover be taken for a minimum of three years.

## Retro-Active date

The date on or after which any claim against you will be indemnified in terms of the policy. This date is normally fixed as being the date on which the cover was first taken and would remain unaltered for the purposes of subsequent renewals. When cover is first taken additional retro-active cover may be offered by Insurers subject to certain conditions and premium loadings.

## Cooling Off Rights

You enjoy a period of 14 (Fourteen) days ("cooling-off period") from receipt of the Policy document following the inception date of the insurance agreement if taken or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any claim to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of Premium paid. The Insurer will give effect thereto and return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.

## Privacy

In accordance with binder regulations, we are required to share your personal information with our insurers being Old Mutual Insure (FSP12) and Old Mutual Alternative Risk Transfer Insure (FSP49551). We may also be required to share such information with other insurers, industry bodies and service providers to prevent fraud, handle your claims or provide you with risk management services and insights where available. By signing this form, you consent to the processing and sharing of such information.

## Declaration

**I/We declare that the statements and particulars in this proposal are true and that I/ We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/ us shall form the basis of any contract of insurance effected thereon. I/ We undertake to inform the Insurers of any material alteration to these occurring before/ during/ after completion of the Contract of Insurance.**

Signed at (place):

Date:

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Full name of signatory:

Designation:

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Signature:

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