

**PROPOSAL FORM PUBLIC LIABILITY INSURANCE (ACT)**

Important: this proposal for insurance will be the basis of any subsequent insurance policy that we issue to you. It is essential that you answer fully and accurately all of the questions contained in this proposal, and that you provide us with any and all additional information relevant to the risk to be insured or our decision as to the acceptance of the risk or the terms upon which it should be accepted. Your failure to comply with this obligation now may result in the rejection of your claim and the avoidance of your policy when a claim is made. If you are in any doubt about the information to be given, please seek the advice and guidance of your insurance advisor or agent. If there is insufficient space in this proposal for you to provide relevant information, whether as requested or otherwise, please attach a separate sheet to this proposal and return it to us.

1. Name of the Proposer owner in full \_\_\_\_\_
2. Address \_\_\_\_\_  
 \_\_\_\_\_ PIN \_\_\_\_\_
3. Business \_\_\_\_\_
4. Paid up capital (See Note) \_\_\_\_\_
5. Please provide list of locations that's need to be covered under the policy and complete details of activities carried out? (attach separate sheet )

Sr. No	Location details	Nature of activities

6. (a) Do you wish to Insure Godowns, Depots, Warehouses, Tankfarms etc. If so, their locations and turnover  
 (b) Are these warehouses, Godowns, Depots, Warehouses, etc. occupied by you solely or shared with/ hired to other Parties ?
7. Details of all accidents during past 3 years and compensation paid/claimed but not yet paid \_\_\_\_\_ (attach separate sheet)
8. Please provide annual sales turn over of last three years :

Year	Premises Operations	Transportation*
Previous year		
Current year (projected)		

9. Please give brief description of surrounding properties within 2 Km radius

Manufacturing Unit	Industrial Area	Agricultural Area	Residential Area	Others

10. Limit of Indemnity required in respect of

Any one accident: \_\_\_\_\_

Any one Year : \_\_\_\_\_

11. Do you handle or use explosive, hazardous substances, gases, pressure-storage, asbestos, toxic, radioactive materials and hydrocarbons? If so, please give details of their quantity, storage, handling and precautions taken:

a) Have you complied with statutory provisions, rules and regulations in respect of the above?

12. Is there an occupational deafness hazard associated with your trade?

13. Is there any welding, gas cutting or hot work being under taken? If so, what are the precautions taken?

14. Are there any vibrations from heavy machinery? If so, what are the precautions taken?

15. Are the machines protected by fences or guard?

16. Is effluent discharged from your plant outside the premise by pipeline?

a) Is such effluent treated before discharge in an effluent treatment plant confirming to the prevailing pollution laws?

b) If yes, what is the length of pipeline from the compound wall of your premise to the disposal point ?

17. Is there any possibility of leakage of chemical or gas resulting into injury to third party property damage and/or bodily injury? If so, please give full details of alarm system, preventive measures and particulars of periodical inspection

18. Are you aware of any incidents, Conditions, defects, circumstances Or suspected defects which may Result in a claim?

19. Have any sub-contractors within the Premises taken Public Liability Policy? If so, give full details.

20. Please specify the extension required under the policy : \_\_\_\_\_

- a) Industrial Seepage, pollution and contamination extension
- b) Transportation extension
- c) Technical collaborators extension
- d) Act of god perils

21. Has your proposal or renewal been declined or premium been increased or special terms been imposed by any insurer? If so, please give particulars.

22. Policy period required From AM/PM  
To midnight of.... \_\_\_\_\_

I / We hereby declare that a) all statutory provisions relating to my / our business proposed for insurance are complied with; b) the above statements and particulars are true. c) I/ We have not omitted, suppressed, misrepresented or misstated any material fact and d) I/We agree that this declaration shall be the basis of the contract between me/us and the Company and be incorporated therein.

Place:

Date:

Signature of the Proposer

**Notes:**

1. **Owner** means a person who owns, or has control over handling any hazardous substance at the time of accident and includes -
  - (i) in the case of a firm, any of its partners
  - (ii) in the case of an association, any of its members and
  - (iii) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of, and is responsible to the company for the conduct of the business of the company.
2. **Paid up Capital** means in the case of an owner not being a company, the market value of all assets and stocks of the undertaking on the date of contract of insurance.
3. **Hazardous Substances and Group** means the items listed and grouped under Environment (protection) Act 1986 and the Rules framed there under.
4. **Turnover shall mean -**
  - (i) Manufacturing units-Annual Gross Sales of all goods including all levies and taxes.
  - (ii) Godown, warehouse owners-Total Annual rental receipts
  - (iii) Transport operators-Total annual freight receipts.
  - (iv) Others-Total annual gross receipts.
5. **'Workmen Employees'** shall mean such employees within the definition of "Workmen" under the Workmen's Compensation Act, 1923.
6. Please attach Lay-Out Plans and Risk Inspection Report of the manufacturing units proposed for Insurance

There is a separate policy covering LEGAL LIABILITY other than the Act Liability proposed for insurance in this proposal details of which can be obtained from the Company's offices.

**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 renew or continue an insurance in respect of any kind of risks 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 prospectus 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".