

PACIFIC INSURANCE

A member of the Fairfax Group

The Pacific Insurance Berhad (91603-k)
 Level 6, Menara Prudential, No.10, Jalan Sultan Ismail,
 P.O.Box 12490, 50780 Kuala Lumpur
 Tel: 03-2176 1188 & 03-2072 6633 Fax: 03-2032 3311
 Customer Care Centre Hotline : Tel : 03-2176 1112
 Website : www.pacificinsurance.com.my

Office/Agent	PUBLIC LIABILITY INSURANCE PROPOSAL FORM	Cover Note No.
	NOTE: (i) No insurance is in force until the proposal has been accepted by the Company. Particulars of the Company's "Public Liability" policy will be found on the back of this form. (ii) It is important that all questions be fully answered any question not answered in this proposal will be taken as replied to in the negative.	Policy No.

STATEMENT Pursuant to Section 16(4) of the Insurance Act, 1963 You are to disclose in this proposal form, fully and faithfully all the facts which you know or ought of know, otherwise the policy issued hereunder may be void.	Penjelasan Menurut Seksyen 16/4 Undang-undang Insuran, 1963 "Kamu adalah diminta menarrangkan dengan penuh dan benar segala butir-butir yang kamu tahu atau harus tahu diatas cadangan insuran ini, kalau tidak polisi yang dikeluarkan menurut cadangan ini adalah tidak sah."	一九六三年保險法令第十六條第四款定： 投保人須於投保申請書內就其所知之事或應知之事，全部據實填報，否則保險單可能無效。
---	--	--

1. Proposer's Name in full	
2. Address	
3. Trade or Business	
4. Period of Insurance : Months From	to (both dates inclusive)
5. State amount of Indemnity required	
(a) For any one Accident	(a) RM
(b) For any one Period of Insurance	(b) RM
6. (a) Address of premises or sites to which this insurance is required	(a)
(b) Nature of works being carried out at the premises or site.	(b)
(c) Are you the Owner and Sole occupier of the premises or site. If not please give details.	(c)
7. Please state :-	
(a) Maximum Number of Employees engaged	(a)
(b) Description of their occupation.	(b)
(c) Estimated amount of wages to be paid to employees including working partners during period of insurance required.	
(i) Clerical Staff	(c) (i)
(ii) All others working at above premises	(ii)
(iii) All others working elsewhere	(iii)
(d) The nature of work sub-contracted, if any, and the estimated annual outlay.	(d)
8. Describe fully and state the number and position of :-	
(a) Any lifts, elevators, cranes, hoists, escalators used in your premises or sites.	(a)
(b) Are they regularly inspected to comply with statutory requirements and, if so, by whom	(b)
(c) Trap doors, cellar flaps or other openings in floor or pavement.	(c)
9. Is any other mechanical or power-driven machinery or plant in use. If so, please give particulars.	
10. Are all your premises, machinery, appliances and plants in sound condition and in good repair.	
11. Has any proposal for insurance of the risk been previously made. If so, with which Company and with what result.	

<p>12. Has any Company or Insurer</p> <p>(a) Decline your proposal.</p> <p>(b) Cancelled or refused to renew your policy</p> <p>(c) Required an increased premium or imposed special conditions.</p>	<p>(a)</p> <p>(b)</p> <p>(c)</p>
<p>13. Give particulars of all Third Party claims made against you during the past 3 years.</p>	
<p>14. Have you any other insurances with this Company? If so, please give particulars.</p>	

I/We to the best of my/our knowledge hereby confirm that the statements contained in this proposal form are true and correct and I/we have not concealed, mis-represented or mis-stated any material fact.

I/We agree that the statements and declaration contained in this proposal form shall be the basis of the contract of insurance with the Company and are deemed to be incorporated in the contract.

I/We undertake that only steady, sober and competent employees are employed and that all buildings, ways, works, plant, machinery, furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with and I/we further agree to accept a policy subject to the usual conditions prescribed by the Company and endorsed on its policy and to pay the first premium thereunder when called upon to do so.

Date :

Signature of Proposer

(and Chop if Proposer is a Company)

THE COMPANY'S "PUBLIC LIABILITY" POLICY

grants an indemnity to the Insured against all sums for which the Insured shall become legally liable to pay for compensation in respect of accidental bodily injury to any person or accidental damage to property of Third Parties.

In addition the Company will indemnify the Insured in respect of :

(a) All costs and expenses of litigation recovered from the Insured by any claimant or claimants, and

(b) All expenses of litigation incurred with the written consent of the Company.

UNLESS SPECIAL ARRANGEMENTS ARE MADE THE INDEMNITY GRANTED BY THE POLICY DOES NOT APPLY TO OR INCLUDE :

(1) Liability assumed by Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

(2) Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependent under any Legislation.

(3) Liability in respect of damage to property :-

(a) Belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.

(b) Being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.

(c) Caused by or in connection with or arising from the bursting of any steam boiler, economiser or vessel or apparatus under steam pressure.

(4) Liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.

(5) Liability in respect of injury or damage caused by or in connection with or arising from :-

(a) The ownership or possession or use by or on behalf of the Insured of any animal cycle vehicle locomotive vessel of any kind aircraft lift elevator escalator crane hoist or other lifting machinery not specified in the policy under the heading of Plant.

(b) Earthquake flood fumes or water pollution.

(c) Defective sanitary installation.

(d) Sub-Contractors to the Insured or persons engaged in or upon the service of such sub-contractors.

(6) Liability for any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power, strike riot or civil commotions.

(7) Any legal liability of whatsoever nature directly or indirectly caused by or arising from ionising radiation, radioactive contamination or nuclear weapons materials.

THE GENERAL PARTICULARS GIVEN IN THIS PROSPECTUS ARE SUBJECT TO THE TERMS OF THE POLICIES ISSUED BY THE COMPANY AND SPECIMEN WORDINGS WILL BE SUPPLIED ON APPLICATION.