

## Proposal Form for Ports and Terminal Operators Liability

Intermediary: \_\_\_\_\_

This is your proposal for insurance. It will be the basis of any subsequent insurance policy that the Underwriters may issue to you. You are obliged to provide the Underwriters with a full and frank disclosure of any and all facts that may be material to the Underwriter's decision to grant a policy or the terms upon which it should be granted. It is therefore important that on behalf of all proposed insured persons you answer fully and accurately all of the questions contained in this proposal, that you provide the Underwriters with any and all information that may be relevant, and you inform the Underwriters in writing if there is a change in the information provided in this proposal or otherwise between now and the date the Policy is granted.

Your failure to comply with the obligation may result in the rejection of a claim and/or the avoidance of the Policy. 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 the Underwriters.

The Underwriters are under no obligation to accept any proposal for insurance. If the Underwriters accept a proposal for insurance, it shall be subject to the policy terms, conditions and exclusions.

### Section 1: Identity and details of proposer of insurance

Name	[Redacted]		
Telephone No.	[Redacted]	Fax No.	[Redacted]
E-mail Address	[Redacted]		
Location or Address of terminal/port	[Redacted]		

### Section 2: SERVICES

Types of operation performed by you (Please tick those relevant to you):

- |  |   |
|--|---|
| <input type="checkbox"/> Stevedoring;                            | <input type="checkbox"/> Local collection and delivery  |
| <input type="checkbox"/> Marine Terminal Operator                | <input type="checkbox"/> Depot operator                 |
| <input type="checkbox"/> Container/trailer freight station       | <input type="checkbox"/> Equipment repair/refurbishment |
| <input type="checkbox"/> Container/trailer storage               | <input type="checkbox"/> Waste disposal                 |
| <input type="checkbox"/> Inland Clearance depot (ICD)            | <input type="checkbox"/> Advice to other operators      |
| <input type="checkbox"/> Airfreight terminal/depot               | <input type="checkbox"/> Operating a chassis pool       |
| <input type="checkbox"/> Warehousing                             | <input type="checkbox"/> Security (e.g. Police)         |
| <input type="checkbox"/> Emergency (e.g. Fire)                   | <input type="checkbox"/> Bunkering                      |
| <input type="checkbox"/> Other (please specify and give details) | [Redacted]  |

Are any services subcontracted out?  Yes (specify which)  No

Please attach a copy of your latest annual report/handbook and a map of the terminal, its boundaries and confines.

**Section 3: SERVICES – WAREHOUSING**

Only answer this part of the question if you provide warehousing or storage of any cargo (other than containerized cargo):

i. What is your responsibility for the cargo stored?

- No responsibility (if YES, please move to Section 4)  Yes  No
- Responsible only for maintenance of the warehouse building, fire prevention within the warehouse and warehouse security?  Yes  No
- Responsible for care, custody and control of all cargo, but no responsibility for force majeure?  Yes  No
- Responsible for care, custody and control of all cargo, including responsibility for force majeure  Yes  No

ii. Please provide estimated maximum value of goods stored at any one time: INR

iii. What % of your total revenue is generated by warehousing operations? \_\_\_\_\_%

iv. Do all warehouses have sprinklers and fire detection systems?  Yes  No

If NO, please attach details of your fire detection measures.

v. Is there a fire main throughout the site?  Yes  No

vi. Is there an emergency fire pump or suitable reserve power supply to ensure there is fire-fighting water at all times?  Yes  No

**Section 4: CONTRACTS / INDEMNITIES**

a) Contracts with customers (for example shipping lines):

Do you have any of the following contracts with your customer(s)? And if so, please indicate the extent of any liability for your negligence (please tick  the relevant box):

	Limited liability iro negligence	Unlimited liability iro negligence	No Liability	Other
No Contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Standard Contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual user agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Port Tariff/Act/By Laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "other" is ticked, please give details.

b) Other Contracts

Have you indemnified another person for his negligence under any agreement (e.g. for equipment, land or buildings)  Yes  No

If YES, please give details separately

Have you waived rights of recourse against another person  Yes  No

If YES, please give details separately

c) Subcontractors:

Is there a requirement in your contract with subcontractors that they have adequate liability and property insurance  Yes  No

If YES, what is the minimum limit that you require?

Do you check annually that all subcontractors maintain and renew their insurance?  Yes  No

*Noted: There is a policy requirement that your subcontractors purchase and maintain adequate liability and property insurance, and that you review those policies annually.*

**Section 5: VOLUMES**

a) Please provide details on cargo throughputs per Policy Year:

	Last Year	Current Year	Next Year Estimate
TEUs			
Break Bulk (tonnes)			
Dry Bulk (tonnes)			
Wet Bulk (tonnes)			
Autos			
Passengers			
Others (specify below)			

b) What is your annual revenue (In Rupees)?

Last Year	Current Year	Next Year Estimate

c) How many vessel calls per annum? Please provide figures broken down into size of vessels:

	Last Year	Current Year	Next Year Estimate
Up to 5,001 GT			
5,001 – 15,000 GT			
Over 15,000 GT			

**Section 6: LOSS PREVENTION/RISK MANAGEMENT**

- a) Do you have a property and equipment maintenance programme?  Yes  No
- b) Do you have a staff training programme?  Yes  No
- c) Do your security precautions include:
- 24 hours security guards?  Yes  No
  - All buildings/perimeter fences/gates alarmed?  Yes  No
  - Close Circuit TV?  Yes  No
  - Continual documentation security checks?  Yes  No
  - Others? Please attach details  Yes  No
- d) Can you provide us with a copy of a recent survey of your facilities?  Yes  No
- e) Are there any revisions to the loss prevention/risk management measures in a) to c) above envisaged/planned during the policy period?  Yes  No
- If YES, please attach details.
- f) Is the international Ship & Port Facility Security Code applicable to you and if so, are you compliant?  Yes  No

**Section 7: Handling Equipment**

Please provide the aggregate value for the current year and next year and attach a schedule showing against each item, description, value and age.

Are your declared values based on:

- a) New replacement value  Yes  No
- b) Market Value  Yes  No
- c) Depreciated (book) value?  Yes  No

Please provide your estimated Maximum Possible Loss. INR

**Section 8: PROPERTY**

a) Please provide a summary of property values broken down as follows:-

	Sum-Insured (INR)
Wharves, Quays and Jetties	
Buildings	
Warehouse/Storage Facilities	

b) Please also attach a full schedule with description, values, age, location including details of construction and details of fire extinguishing appliances/sprinklers;

c) Please itemize separately (together with the location) any single structure where the insured value is in excess of INR 50 Cr.

d) Please itemize separately (together with the location) any property outside the confines of the port;

Please provide your estimated **Maximum Possible Loss**. INR



**Section 9: CLAIMS HISTORY**

Please attach separate liability claims history (both paid and outstanding and any related fees or expenses including legal fees) for the last 5 complete years net of any deductible and advise of any deductible applicable. Please also attach details of any existing litigation.

Signature

Date

Company Position

**Declaration and signature**

I declare and warrant on my behalf and on behalf of all those persons to be insured and after enquiry that to the best of my knowledge and belief that the answers given above, documents or papers submitted, are complete and accurate in all respects and represents the true position and that I have not withheld any information material to this proposal. I agree that this proposal, the declarations and accompanying documents or papers and any information provided hereafter shall form the basis of the contract proposed between me and the Underwriters.

**SIGNATURE:**

**TITLE:**

**NAME:**

**DATE:**

**INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES**

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 prospectus 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.