



**Liability Insurance Policy (Under Public Liability Insurance Act 1991)
Proposal Form**

Liability of the Company will not commence until receipt of premium and statutory contribution towards the Environment Relief Fund.

1. Name of the Proposer owner in full (see note) _____
2. Communication Address _____
_____ PIN _____
3. Permanent Address _____
_____ PIN _____
4. Business _____
5. Paid up capital (See Note) _____
6. List of hazardous substances handled and Group (See Note) _____

7. Details of all accidents during past 3 years and compensation paid/claimed but not yet paid _____

8. Estimated annual turnover (See note)
(a) Proposed Insurance Year _____
(b) Previous Year _____
9. Number of
(a) Workmen Employees _____
(b) Other employees (See note) _____
10. Limit of Indemnity required in respect of Any one accident : _____
11. Policy period required: From _____ AM/PM To midnight of _____



RAHEJA QBE GENERAL INSURANCE CO. LTD.

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.
- e) I/We hereby give my/our consent to Raheja QBE General Insurance Company Limited ('the Company') to verify and obtain my/our identity/address proof as well as the identity /address proof of the insured through Central KYC Registry or UIDAI or through any other modes for the purpose of undertaking KYC.
- f) I/We hereby declare and confirm that the premium has been paid out of legally acquired sources of income and the subsequent premiums if any, will continue to be paid out of legally declared and assessed source of income.
- g) 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 personal statement, declaration and connected documents, or if any material information has been withheld by me/us or anyone acting on my/our behalf to obtain any benefit under this Policy.
- h) I hereby declare and warrant that to the best of my knowledge and belief the answers given above and documentation submitted are true, complete and accurate and that I have not withheld any information material to this proposal. I agree that the information in this form and the accompanying documentation submitted shall form the basis of the contract proposed between me and the Company.
- i) Are you or any of the proposed applicants/beneficial owner a PEP* or a close relative of a PEP*?
YES / NO

If yes, please give details:.....

*Politically Exposed Persons (PEPs) are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States/ Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc

Place:



RAHEJA QBE GENERAL INSURANCE CO. LTD.

Date:

Signature of the Proposer

Version 1.1 October 2008

NOTE TO ITEMS:

1. Owner means a person who owns, or has control over handling any hazardous substance at the time of accident and includes in case of :
 - (i) a firm, any of its partners
 - (ii) an association, any of its members and
 - (iii) 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 hereunder.
4. Turnover shall mean -
 - (i) **Manufacturing units** - Entire Annual Gross Sales Turnover including all levies and taxes of manufacturing units handling hazardous substances as defined in the PLI Act 1991. For the purpose of this insurance, the term "Units" shall mean all operations being carried out in the manufacturing complex in one location.
 - (ii) **Godown, warehouse owners** - Total Annual Rental Receipts of premises handling hazardous substances as defined in the PLI Act 1991.
 - (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.

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

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.

Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.