RAHEJA QBE GENERAL INSURANCE CO. LTD.

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					
Telephone No.		Fax No.		E-mail Address	
Location or Address of terminal/port					
Email id of the Proposed Insured					
Mobile no. of the Proposed Insured					
Bank account details :					
Account no					
Account Type(Saving/Current)					
Name of the Bank & Branch					
MICR Code(9 digit)					
IFSC Code (11 character code)					

Nomination details:

	1st Nominee	2nd Nominee	3rd Nominee	4th Nominee
Name of Nominee				
Date of Birth of Nominee	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Nomination	_____%	_____%	_____%	_____%
Relation with the Insured				
Mobile No.				
Email ID				
Present Address				
Permanent Address				
Details of authorised person in case if the nominee is a minor-				

Bank account details of the nominee

	1st Nominee	2nd Nominee	3rd Nominee	4th Nominee
Account no.:				
Account Type- Saving/Current:				
Name of the Bank & Branch:				
MICR code(9 digit)				
IFSC code(11 character code):				

Note: In case of more than 1 nominee, please attach a separate annexure mentioning all the detail of the nominees with their share in %:

*Do you wish to avail a physical copy of your policy documents? ☐ Yes ☐ No.

Section 2: SERVICES

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

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

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?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Standard Contracts?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Individual user agreements?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Port Tariff/Act/By Laws?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ 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?

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 FOR COMPLIANCE WITH ANTI MONEY LAUNDERING REGULATIONS

I hereby declare and warrant that to the best of my knowledge and belief the answers given above, documents or papers submitted, are complete in all respects and represent 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 shall form the basis of the contract proposed between me and Raheja QBE.

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.

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.

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.

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.

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.

Declaration when the proposal form is filled by a person other than the proposer/ the proposer signs in a vernacular language/ proposer is illiterate:

Declaration in case the proposal is filled other than the Proposer/the proposer sign in vernacular language/proposer is illiterate (to be certified by someone other than agent/employee of the company)

(The content of this form and its particulars have been explained by me in vernacular to the Proposer who has understood and confirmed the same.)

I hereby declare that I have read out and explained the content of this proposal form and all other connected documents incidental to availing the insurance policy from Raheja QBE GIC Ltd.to the proposer and that he/ she confirmed that he/ she has understood the same and that he/ she agrees to abide by all the terms & conditions of the same.

I hereby declare that I have fully explained to the proposer the answers to the questions that form the basis of the contract of insurance have also explained the contents in this form to the proposer in _____ language, that I have truly and correctly recorded the answers give by the proposer and that the proposer has affixed his/ her thumb impression on the proposal form in my presence, after fully understanding the contents thereof. Further, this declaration does not confirm issuance of policy or assumption of risk thereof.

I hereby state that the contents of the form and documents have been fully explained to me and that I have fully understood the significance of the proposed contract.

Data protection requirement

"I/We hereby understand, declare, consent and authorize the Company that all details of the policy and financial information, as provided to the Company may be utilized for processing the claim made under the Policy. I/We hereby also understand, declare and consent that the Company shall have right to retain and disseminate the same to any service provider for providing services related to insurance"

Sharing of Information clause:

The information sought from the insured is strictly for the purpose of policy issuance and policy servicing. This information sought and the details of policy are kept confidential and will not be shared with any external party in any circumstances whatsoever. However, in instances when such information/ details is sought by any governmental bodies / regulatory authorities or when the Company is directed to share such information in accordance with any law/ regulations or direction from any such governmental bodies / regulatory authorities, the Company will be bound to abide to such directions.

Name of Proposer _____Name of Witness_____

Signature of Proposer _____ Signature of Witness_____

Date: _____ Place: _____

Relationship with Proposer:_____

Address of Witness:_____

_____

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 ten lakh rupees.