

Office/Agent	<h2 style="margin: 0;">PUBLIC LIABILITY INSURANCE PROPOSAL FORM</h2> <p><b>NOTE:</b> (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.</p> <p>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.</p>	Cover Note No.
		Policy No:

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in this Proposal Form. You must answer the questions in this Proposal Form fully and accurately.

Failure to take reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.

In addition to answering the questions in this Proposal Form, you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in this Proposal Form is inaccurate or has change.

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  
 (b) Nature of works being carried out at the premises or site.  
 (c) Are you the Owner and Sole occupier of the premises or site. If not please give details.
 

(a) .....	(a) .....
(b) .....	(b) .....
(c) .....	(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.	(c) (i) .....
(i) Clerical Staff	(ii) .....
(ii) All others working at above premises	(iii) .....
(iii) All others working elsewhere	(d) .....
(d) The nature of work sub-contracted, if any, and the estimated annual outlay.	
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.

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

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.

I/We acknowledge that the key contract terms in the Product Disclosure Sheet have been adequately explained to me/us.

Date : .....

Signature of Proposer : .....  
(if proposer is a Company, the company's stamp is required)

**Personal Data Protection Act 2010 ("PDPA") Notification to customers of The Pacific Insurance Berhad ("TPIB")**

Under the PDPA, there are various requirements that regulate the processing of your personal data.  
Please refer to [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my) for details of TPIB PDPA privacy notice.

**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 dependant 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.**