



Proposal Form

Public Liability Insurance Proposal

(NOT TO BE USED FOR BUILDING
AND CIVIL ENGINEERING CONTRACTORS AND THE LIKE)

Date:

IMPORTANT NOTES

- Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if You are applying for this Insurance for a purpose related to Your trade, business or profession, You have a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it 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.

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 the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

- Your attention is drawn to the 60 days premium warranty attached to the Policy.
- The personal data submitted by and collected from You may be used by Us and/or any company within the AXA Group of companies and/or any of its associated companies, within or outside Malaysia, for administration or direct marketing purposes and in this connection, We may transfer or disclose that information to any of those other companies. We will cease to use the Personal Data for direct marketing purposes if You request Us to do so. For further details, please refer to Our "Data Privacy Notice" stipulated in Our website.
- By this warranty, the insurance Policy is automatically cancelled unless the full premium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through Your insurance broker, the broker is acting on Your behalf for the purpose of formation of this contract of insurance. It is important that You make full payment of the premium to Your broker as soon as possible and in any case within the 60 days period of the premium warranty so as to enable Your broker to remit the premiums early to Your insurer. You are advised to request Your broker to furnish You with the broker's and insurer's receipt on the premium that You paid.
- Premium charged for this Policy exclude applicable tax(es) that would be imposed in the future and from time to time, We will be entitled to recover from You any taxes that We are required by law to collect.

SPECIAL NOTIFICATION: The Proposer is hereby notified that the Company has appointed Intermediaries/Representatives who have the authority to solicit or negotiate Contracts of Insurance on behalf of the Company. All authorised Intermediaries/Representatives are issued with authorisation cards.

ALL QUESTIONS MUST BE FULLY ANSWERED - TICKS OR DASHES WILL NOT SUFFICE

A. PARTICULARS OF PROPOSER

Salutation: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Madam <input type="checkbox"/> Dr <input type="checkbox"/> Others If others, please specify: _____		Gender*: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Name as in new NRIC/Passport/Company Registered Name (in Block Letters)*:			
Correspondence Address (in Block Letters)*:			
Postcode*:		New I/C No./Passport No./Polis/Army No./Business Registration No.*:	
Marital Status*: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other		Email*:	
Ethnic Group: <input type="checkbox"/> Malay <input type="checkbox"/> Chinese <input type="checkbox"/> Indian <input type="checkbox"/> Others			Nationality*:
Tel. No. (H/P)*:		Tel. No. (Office):	Tel. No. (Home):
Age: _____ years old		Date of Birth*: dd/mm/yy	

8. Is the insurance to relate to a hotel? If "Yes", state number of bedrooms. Yes No

(N.B. A separate Questionnaire for Hotel risks should be completed)

9. (a) Give description of any power-operated lifting tackle (e.g. lifts, elevators, cranes, hoists etc.)
N.B. For passenger lifts, indicate capacity in persons. For other lifting tackle, indicate maximum lifting capacity.

(b) At what intervals and by whom are such items inspected?

10. (a) Give description of any boilers or other apparatus operating under internal steam pressure.

(b) At what intervals and by whom are such items inspected?

11. Give details of any mobile plant and/or mechanically propelled vehicles not licensed for road use and which are used solely on the premises to which this insurance will apply

12. Do you handle or use

(a) welding or cutting plant or other equipment involving application of heat away from your premises? Yes No
If "Yes", give details.

(b) radioactive substances or devices? Yes No
If "Yes", give details.

(c) explosives or dangerous substances? Yes No
If "Yes", give details.

(d) asbestos or silica or material containing asbestos or silica? Yes No
If "Yes", give details.

(e) any other materials giving rise to dust or fumes? Yes No
If "Yes", give details.

13. Do any of your trade processes give rise to toxic or dangerous waste? Yes No
(The details must include the method of disposal)

14. Do you wish to insure against liability arising from goods sold or supplied? Yes No
If "Yes" a Products Liability Questionnaire should be completed.

15. Have you to the best of your knowledge and belief accepted under a contract or agreement liability which you would not otherwise be under?

Yes No

If "Yes", give details.

16. Are you at present insured or have you ever proposed for liability insurance? Yes No

17. Has any insurer declined or required special terms to insure you or cancelled or refused to renew any insurance of a type now being proposed?

Yes No

If "Yes", give name of insurer and details.

18. Give particulars of all claims made upon you during the past five years of a type to which this proposal would apply, including the cost, and the estimated cost of unsettled claims.

B. DECLARATION

I/We hereby declare that the above answers and statements are true, and that I/we have withheld no information whatever regarding this application.

I/We understand that it is my/our duty to take reasonable care not to make a misrepresentation in answering the questions in this Proposal Form and I/we hereby declare that I/we have fully and accurately answered the questions above.

Signature of Proposer:

Date: dd/mm/yy

N.B. Cover in respect of Public Liability Insurance is provided subject to the Company's usual terms, conditions and exceptions for this type of insurance. A specimen copy of the policy wording is available upon request. No cover is in force until this Proposal has been accepted by the Company.

PUBLIC LIABILITY INSURANCE

The following giving brief details of the cover provided for this type of insurance. Cover is provided subject to the Company's usual terms and conditions and a specimen of the policy wording is available on request.

Accidents causing bodily injury (including death or disease) to members of the public, or loss of or damage to their property, occur in such a variety of circumstances that even the most careful person may not foresee the danger. If such an accident were to occur in connection with your business you may be faced with a very heavy claim for damages. Whether or not the claim is successful, the legal costs and expenses incurred could be substantial.

The Company's Public Liability Policy provides wide protection against such contingencies.

By the terms of the Policy you would be indemnified against all sums you become legally liable to pay as damages consequent upon such injury, illness, loss or damages occurring in connection with your business. This cover is subject to a Limit of Indemnity, selected by you, in respect of each accident.

In addition there is an unlimited cover in respect of legal costs awarded against you and legal costs and expenses incurred with the consent of the Company in the defence of such claims.

The following are the main Exceptions under the Policy but the full wording will be provided on request:

- (a) Bodily injury to your employees.
- (b) Property in your custody or control.
- (c) Liability assumed by contract or agreement.
- (d) Professional treatment or advice.
- (e) Goods sold or supplied.
- (f) Claims arising from ownership possession or use of mechanically-propelled vehicles aircraft watercraft (other than manually-propelled) railway locomotives or rolling stock and power-operated lifting tackle. In some circumstances the Company is prepared to provide indemnity in respect of certain vehicle or power-operated lifting tackle.
- (g) Seepage pollution or contamination.
- (h) Fines or penalties
- (i) Property damages caused by explosion of boilers or other apparatus under internal steam pressure.
- (j) War risks.
- (k) Radioactive contamination.

NOTE: Whenever the insurance includes the ownership or use of lifting tackle (e.g. lifts, cranes, etc.) or boilers or other steam-operated apparatus, a Warranty may be applied to the Policy relating to regular inspection.