



PROGRESSIVE INSURANCE BHD (19002-P)

QUESTIONNAIRE AND PROPOSAL FOR CONTRACTORS' ALL RISKS INSURANCE

NOTIS PENTING / IMPORTANT NOTICE

KENYATAAN MENURUT SEKSYEN 149(4) AKTA INSURANS, 1996. Anda perlu memberitahu di dalam borang cadangan ini, secara penuh dan jujur, segala fakta-fakta yang anda tahu atau patut tahu, jika tidak polisi yang dikeluarkan lanjutan darinya boleh menjadi tidak sah.

STATEMENT PURSUANT TO SECTION 149(4) OF THE INSURANCE ACT, 1996. You are to disclose in this proposal form, fully and faithfully all the facts which you know or ought to know, otherwise the policy issued hereunder may be void.

WARANTI PREMIUM

Perhatian anda dibawa kepada waranti premium 60 hari berkenaan dengan polisi ini. Syarat penting dan mutlak khusus bagi kontrak insurans ialah bahawa premium kena dibayar mestilah dibayar dan diterima oleh penanggung insurans dalam masa enam puluh (60) hari dari tarikh permulaan polisi / pengendorsan / sijil pembaharuan.

Jika syarat ini tidak dipatuhi maka kontrak ini dibatalkan secara automatik dan penanggung insurans adalah berhak terhadap premium prorata dalam tempoh mereka menanggung risiko.

PREMIUM WARRANTY

Your attention is drawn to the 60 days premium warranty attached to the policy. It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this policy / endorsement / renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rata premium for the period they have been on risk.

JIKA TERDAPAT SEBARANG KERAGUAN ATAU KONFLIK DI ANTARA VERSI BAHASA INGGERIS DENGAN TERJEMAHANNYA BORANG CADANGAN DAN PENGAKUAN PENCADANG, VERSI BAHASA INGGERIS AKAN DIGUNAKAN.

IN THE EVENT OF DOUBT OR CONFLICT BETWEEN THE ENGLISH AND THE TRANSLATED VERSIONS OF THIS PROPOSAL FORM AND DECLARATION, THE ENGLISH VERSION SHALL PREVAIL.

CONDITION PRECEDENT

The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the named insured has never had any insurance terminated in the last 12 months due solely or in part to a breach of any Premium Warranty condition; or
- b) if the named insured has declared that it has breached any Premium Warranty condition in respect of previous policy taken up with another insurer in the last 12 months:
 - i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - ii) a copy at the evidence of premium paid from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

GUIDELINES AND DEFINITIONS OF TERMS

1. Insured – CAR Insurance may be concluded by either the Principal or the contractors engaged in the project, including all subcontractors. In order to prevent overlaps and gaps in cover, CAR insurance should be concluded by all parties concerned.
2. Subject Matter Insured – CAR insurance can be taken out for all buildings and civil engineering projects such as; residential and office buildings, hospital school and theatres; factories and power plants; road and railway facilities, airports; bridges, dam, weirs, tunnels, water supply and drainage system, canals, harbour.
3. Contract Works – This term implies that all the operations to be carried out by a contractor and his sub-contractors in compliance with the building contract, including preparatory work on the site, such as excavation, grading and leveling work, the execution of temporary structures like diversion cuts and protective dams as well as the use of all the materials stored on the site which are to be incorporated into the structure. The assembly or erection of machinery, plants and steel structures may be included under a CAR policy provided their value, including erection costs, is less than 50% of the total sum insured.
4. Construction Plant and Equipment – This term implies workers accommodation, storage sheds, preparation and mixing plants, scaffolding utilities (electricity, water supply), etc
5. Construction Machinery – This term implies earthmoving equipment, cranes and the like, as well as site vehicle not licensed for use on public roads, regardless of whether such machinery is owned or hired by the contractor.
6. Costs of Clearance of Debris – This term implies the expenses incurred for the removal of debris from the site in the event of a loss indemnifiable under the CAR policy.
7. Third Party Liability – This term implies legal liability arising out of property damage or bodily injury suffered by third parties and occurring in connection with the contract works. However the insurers will not indemnify any claims from the insured's employees or workman who are connected with the construction project.
8. Surrounding Property – This term implies property located on the site as well as properties surrounding the site. A distinction is made, however, between property belonging to or held in care, custody or control of persons named in the policy as the insured (if cover is only granted by way of an endorsement) who may be regarded as third parties for the purpose of this policy, i.e. persons who are neither the insurers nor the insured (in this case indemnity is payable according to the principles of third party liability cover, section II of the CAR policy)
9. Period of Cover – The cover attaches as from the commencement of work or after the insured items have been unloaded at the site and terminates when the complete structure is taken over or put into service. The insured's liability for construction machinery and construction plant and equipment commences from their unloading at the site and expires on their removal therefrom. In addition, it is possible to extend the period of cover to include a maintenance period.
10. Indemnification – The insurers indemnify the insured for the expenses incurred for eliminating loss of or damage to the property insured. However, expenses for rectifying deficiencies that would have been incurred anyway – without occurrence of such loss or damage are not indemnified.
11. Deductible - A deductible is agreed on each CAR insurance. This is the share in each loss where the insured has to bear for his own account and which is thus deducted from the indemnity. The deductible varies according to the type and size of projects and hazards involved in each individual case. The purpose of the deductible is to stimulate the insured's interest in loss prevention and to relieve the insurers of dealing with many minor losses where the administrative expenses would be excessive compared with the indemnity
12. Maintenance Period – Very often the building contract provides for a maintenance period of 12 months or more after the completed structure has been taken over. For this period, the maintenance cover may be granted under the CAR policy.
13. Maintenance Visit Cover – The insured's liability during the maintenance period is limited to loss or damage caused by the insured in the course of operations carried out during maintenance period for the purpose of complying with the obligations under the maintenance provisions of the contract.
14. Extended Maintenance Cover – In addition to the protection provided under maintenance visits cover, this would include loss or damage during erection period.

A. PARTICULARS OF PROPOSER

1. Title of contract (if project consists of several sections, specify sections(s) to be insured)

2. Location of site _____
3. Name and address of Principal _____

4. Name(s) and address(es) of Contractor(s) _____

5. Name(s) and address(es) of Subcontractor(s) _____

6. Name and address of Consulting Engineer _____

7. Work to be carried out by Subcontractors or Specialists _____

B. DESCRIPTION OF CONTRACT WORKS

1. Period of insurance

From				To			
	Day	Month	Year		Day	Month	Year

 - (a) Commencement of work

Day	Month	Year
 - (b) Duration of construction

	Months
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 - (c) Expected date of completion

Day	Month	Year
 - (d) Maintenance period

	Months
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2. Dimensions (length, height, depth, spans, number of floors)

3. Type of foundation and level of deepest excavation

4. Construction method

5. Piling : Depth _____ (m) Type of pile used: _____
6. Construction materials

D. SECTION II – THIRD PARTY LIABILITY

Types of Third Party Liability	Limit of Indemnity (RM) in respect of any one accident or series of accidents arising out of any one event.												
1. Bodily injury 1.1 Any one person 1.2 Total 2. Property damage	<table style="width: 100%; text-align: center;"> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Total limit to be applied under Section II	<table style="width: 100%; text-align: center;"> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>								
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>										
For harbours, piers, docks, tunnels, galleries, dams, roads, airports, railway facilities, sewerages and water supply systems, bridges, canals, waterways and structures in earthquake zones insurers may require additional information and/or documents to support this proposal.													

E. UNDERWRITING INFORMATION / CHECKLIST

<input type="checkbox"/> Letter of award	<input type="checkbox"/> Layout plans
<input type="checkbox"/> Detailed breakdown of contract value	<input type="checkbox"/> Drawings of structure
<input type="checkbox"/> Scope of work	<input type="checkbox"/> Details of surrounding property
<input type="checkbox"/> Time schedule	<input type="checkbox"/> Soil conditions / Type of land
<input type="checkbox"/> Detailed description of the work involved (mega risks)	<input type="checkbox"/> Names, background and history of Consultants and Contractors
<input type="checkbox"/> Site plan	

F. DECLARATION BY PROPOSER

We hereby declare that the statements made by us in this Questionnaire and Proposal are complete and true to the best of our knowledge and belief, and we hereby agree that this Questionnaire and Proposal shall form the basis and be part of any policy issued in connection with the above risk or risks. It is agreed that the Insurers shall be liable in accordance with the terms of the Policy only and that the Insured will not lodge any other claims of whatever nature. The Insurers undertake to deal with this information in strict confidence.

Executed at _____ this _____ day of _____ 20_____

Signature of Proposer/Company chop

NOTE: It is important that a complete answer be given for every question and no Insurance is in force until the proposal has been accepted by the Insurers.

G. FOR OFFICE USE / PREMIUM CALCULATION

Rate :	Annual Premium :

No. of days covered :	_____
Excess :	AOG/Collapse :

Others :	

TPPD :	

U/G Services, VRWS :	

H. PEMBAYARAN BALIK PREMIUM / REFUND OF PREMIUMS

Jika sekiranya terdapat sebarang pembayaran balik premium kepada Pemegang Polisi ini, pihak Syarikat akan membayar balik bayaran tersebut melalui cara E-Bayaran ke salah satu akaun berikut:
In the event of any refund due on this policy, we will arrange remittance of the refund to the policy holder through E-Payment channel into one of the accounts below:

CARA PEMBAYARAN BALIK / PAYMENT METHOD

(a)	Nama Pihak Diinsuranskan / <i>Name of Insured Party</i> :	
(b)	Alamat E-Mail / <i>E-Mail Address</i> :	
(c)	No. K/P / No. Pasport / K/P Askar atau Polis / No. Pendaftaran Syarikat : <i>NRIC No. / Passport No. / Army or Police ID / Business Regn. No.</i>	
(d)	No. Akaun Simpanan : <i>Saving Account No.</i>	
		Nama Bank / <i>Name of Bank</i> : Cawangan Bank / <i>Branch of Bank</i> :
(e)	No. Akaun Semasa : <i>Current Account No.</i>	
		Nama Bank / <i>Name of Bank</i> : Cawangan Bank / <i>Branch of Bank</i> :

I. DECLARATION BY AGENT/OFFICERS

I have sighted the original NRIC and verified the identity of the proposer through the use of NRIC or other documents such as _____

 Name and signature of Agent / Officer

 NRIC No.

Note :

A copy of the NRIC must be obtained from the proposer, for individual insurance policies only, where the premium is more than RM50,000.00.

J. MODE OF PAYMENT

Payment by cash RM _____

Payment by cheque made payable to : **Progressive Insurance Bhd** Cheque No. _____ RM _____

I hereby authorise Progressive Insurance Bhd to charge to my VISA / MasterCard account my premium of: RM _____

 Credit Card No.

 Issuing Bank

 Card expiry date

 Cardholder's Signature

 Date