

Principal's Advance Loss of Profits Insurance - Proposal Form

PROPOSAL FOR PRINCIPAL'S ADVANCE LOSS OF PROFITS INSURANCE FOLLOWING DAMAGE TO PLANT AND MACHINERY UNDER ERECTION

The questionnaire contained herein is in addition to the questionnaire for EAR material damage cover which forms Integral part of this proposal.

N.B. If you do not find sufficient space in any of the columns below, please use additional sheets for giving full details.

INSURED'S DETAILS

1. Proposor (principal to be insured)

Name

Address

Kind of business

RISK DETAILS

2. Brief description of construction/erection works to be carried out

Any existing plant or surrounding property in processor's possession or care, custody or control on the above site(s) or adjacent to it (them). Please attach site layout plan)

The project is ☐ The extension of existing works ☐ A new venture ☐

Loss or damage to existing Plant or surrounding Property arising out of the Erection activities which such activities are likely to Cause. If so, please specify

Delay in completion of works or start up of business to be insured. If so, please fill in Loss of Profits Questionnaire

Loss or damage to plants or Parts thereof adjacent to site and still in operation arising out of the erection activities which is likely (and to be covered) to cause any loss of profits. If so, please fill in Machinery Loss of Profits Questionnaire.

3. Brief description of the process or services, making special mention of bottlenecks. (Please attach flow sheet)

Has the method of production or services Been employed by the proposer previously. If so, for how many years?

4. Intended normal working hours. Per day ☐ Hours ☐ Shifts ☐
- Per week ☐ Hours ☐
- Per year ☐ Hours ☐

5. Loss of Profit Questionnaire

Anticipated gross profit (Annual turnover less costs of supplies of goods, raw material, electricity, water gas, etc.) for first year of operation (monthly figures)

If indemnity period required longer than 12 months

Indemnity period required

Gross profit of required period

In the event that a specific date of completion is not met, is any one-off loss likely to arise? If so, please specify.

Date

Amount

Reasons

Are there seasonal events likely to affect the gross profit? If so, please give details.

6. Describe time excess (min one week per 6 months of construction/erection period)

7. Maximum indemnity period required to be insured

8. This question is only in respect of power generation equipment at the plant to be insured supplying power to this plant and is only to be answered if electricity can be drawn from the public power network in the event of damage to the power generation equipment at the plant to be insured.

Is the additional expenditure caused by using external power supply to be Insured?

Power requirements of the plant (kW, kWh pa)

Percentage of the requirements met by the plant's own power generation equipment

Costs of kWh of power Rs. 5 Drawn from own plant

Drawn from external plant

To what extent (kW) may electricity be drawn from an external source?

What is the maximum demand charge per kW and within which period is it due? (Please attach copy of contract)

Annual maximum demand charges

9. Time related information

Date of Inception of EAR cover

Date of commencement of works

Testing period From To

Anticipated date of completion (handover following testing/commissioning)

Scheduled date of commencement of insured business

At which date after completion of testing/ commissioning is full production to be reached?

Is it possible to reduce that period? If so, by which means? Yes ☐ No ☐

What allowance exists for delays due to accidents or otherwise? Please attach phase diagram of construction giving the phasing of the work (date of arrival on site erection, testing, commissioning, handover) regarding all plant sections and major items.

10. Details of any penalty agreements in connection with the contract works?

11. Remarks

I/We hereby declare and warrant that the above statements are true and complete and that I/We have withheld no information whatsoever which is material for the acceptance of this proposal.

I/We agree that this proposal and the answers given above shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract. And that if any untrue statement be contained therein the said contract shall be absolutely null and void. I/We agree to accept the policy in the form issued by the Company subject to the terms exceptions and conditions prescribed therein or endorsed on the policy.

The Proposer understands that if a proposal has been completed for this insurance, then the statements and all particulars provided in such proposal, and any attachments thereto, are material to the insurance company's decision to provide this insurance. The applicant further understands that the insurance company will, in its sole discretion, issue this Policy in reliance upon the truth of such statements and particulars.

THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

PROHIBITION OF REBATES Section 41 of Insurance Act 1938

- (1) 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 rebate except such rebate as may be allowed In accordance with the published prospectus or tables of the insurer.
- (2) Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to five hundred rupees.

Date: _____

Signature: _____

Name & Designation: _____
