



PROPOSAL FORM

GENERAL PUBLIC LIABILITY, POLLUTION (SUDDEN OR ACCIDENTAL) AND PRODUCTS LIABILITY, BREAKOUT COVER AND PRODUCT REPLACEMENT FOR THE READYMIX CONCRETE INDUSTRY

IMPORTANT - PLEASE READ BEFORE COMPLETING THIS PROPOSAL FORM

1. The Proposal, together with other information requested by or provided to the Insurers, is required to assist in the evaluation and rating of the risk resulting in the provision of Quotations. Completion of the Proposal does not bind the Proposer or the Insurers to complete the insurance transaction.
2. As the Proposal will form the basis of any insurance contract that may subsequently be issued by the insurers, it is imperative that all Questions be answered in full and to the best of the knowledge and belief of the Proposer – misrepresentation and/or non-disclosure may result in the rejection of claims and/or invalidate the Policy.
3. Should there be insufficient space provided herein, please supply any additional information on separate pages.
4. “Not Applicable” and “N/A” are not suitable responses. **All Questions must be completed in full.**
5. An OFFICIAL Quotation cannot be provided unless all questions have been answered and the **Proposal Form signed and dated.**
6. A full and properly INITIALLED copy of the Proposal Form is required in order for cover to be bound.
7. Please ensure that all responses are clear and legible.
8. **In the event that the Proposer elects not to respond to a Question or specifically request cover in respect of any Section and/or Extension, it will be deemed that cover or a Quotation to include cover is not required.**
9. The completion of this form and the provision of a Quotation and any additional information applicable to the provision of a Quotation, shall not be deemed to be the provision of advice.
10. Should any further/additional information, explanation or advice be required in respect of the product, terms cover etc, this should be sought from an insurance broker.

Tradeforth 6 (Pty) Limited trading as Abelard Underwriting Agency
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 Directors: DJC Cox (Managing), CE Diederiks, CP Norrington*British, K L Waugh

F.A.I.S. Compliance Details

FSP Licence Number:	28
Compliance Practice:	Associated Compliance (Pty) Ltd
FSB Practice No:	6377
Compliance Officer:	Peter Veal





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11. Any form completed and/or signed by an insurance broker on behalf of the Proposer will be deemed to have been completed by the Proposer.
12. **Please do not tick or cross response boxes or leave them blank, where applicable, respond either "Yes" or "No"**
13. The Proposal Form should not be signed and initialled unless read and understood. Insurers will consider all signed and initialled Proposal Forms as having being read and understood.



1. Names of Entities to be insured: _____

 (hereinafter referred to as the "Proposer")
2. Postal Address: _____

3. _____
4. 3. Physical Address: _____

4. Telephone Number: _____ Fax No: _____
5. Company Registration Number: _____ VAT No: _____
6. Website Address: _____
7. Nature of Business _____

8. Geographical Area within _____
 which you operate: _____

9. When Established: _____
10. Names and Qualifications of Principal Directors / or Partners

NAME	DESIGNATION	QUALIFICATION

11. Is the Proposer ISO accredited and or certified, or any other such recognised equivalent?

Yes/No: ☐

If YES, please give details:

12. Situation of premises and activities undertaken from such premises (e.g. Manufacture, Storage, Offices, etc.):

SITUATION OF PREMISES	ACTIVITIES

13. Full description of Business activities:

14. Actual Turnovers for the past 3 years: (Turnover being value of sales plus VAT)

PERIOD FROM	PERIOD TO	TURNOVER
		R
		R
		R
ESTIMATED TURNOVER NEXT 12 MONTHS:		R

15. (a) Past Companies/Subsidiaries –Companies or Subsidiaries sold or deregistered in the past 5 years:

NAME OF COMPANY SOLD	DATE OF SALE	ACTIVITY

- (b) Past Activities Business activities and/or Products discontinued in the past 5 years:

ACTIVITY/PRODUCTS	DATE DISCONTINUED



16. Please provide all information regarding claims paid and outstanding, as well as details of all complaints which have not yet developed into claims.

17. Has the Proposer previously been Insured? Yes/No

17.1 If YES, please advise as follows:-

- a) Was the previous insurance on a "Claims Made" basis (ie claims made against the Assured during the Period of Insurance) or on a "Losses Occurring" basis (ie Injury or Damage occurring during the Period of Insurance)? _____
- b) If cover was "Claims Made", what was the Retroactive Date? _____
- c) Limit of Indemnity of such previous insurance? R_____

- 17.2 Did any previous Insurer ever require increased Premiums or apply special terms, conditions, or other restrictions? Yes/No ☐

If YES, please give full details:

- 17.3 Has any Insurer ever declined to provide any insurance, terminated any insurance prior to expiry date thereof or refused to renew any insurance? Yes/No ☐

If YES, please give full details:

18. Please attach the following documents:

- a) Normal Trading Conditions
b) Publicity or Technical Brochure/s

19. a) Please state Limit of Indemnity required: R_____
b) Alternative Limits for Quotation: (i) R_____
(ii) R_____

Note : Limits of Indemnity are as hereunder

- a) Public Liability R (amount chosen) in respect of each claim or series of claims consequent upon any one event or occurrence.
- b) Pollution Liability R (amount chosen) in respect of the total of all claims made during the 12 month period of insurance

Products Liability/Breakout Cover/Product Replacement Cover R (amount chosen) in respect of the total of all claims made during the 12 month period of insurance

20. Do you own and operate quarries? – Please answer the following:

1. Type of quarry	
2. Means of extraction e.g. blasting, mechanical	
3. If by blasting – is this undertaken by in house qualified “Master Blaster” or sub-contracted out. If sub-contracted to whom and copy of contract with such party to be lodged with Underwriters	

21. EMPLOYERS COMMON LAW LIABILITY

- a) Total Salary / Wage Roll R_____
- b) Total number of employees: _____

22. POLLUTION LIABILITY

22.1 How and where does the Proposer dispose of manufacturing waste and effluent?

22.2 Is any waste of a toxic nature?

Yes/No

☐

If YES, please give details:

22.3 Have the Proposer, in the last 5 years, been prosecuted for contravention of any statute or law relating to the release from any premises of a substance into sewers, rivers, sea, air or on the land?

Yes/No

☐



If YES, please give details:

22.4 Have any claims or complaints been made against the Proposer resulting from sudden and accidental pollution? Yes/No ☐

If YES, please give details:

22.5 Delivery Tankers: _____ Number: _____

a) Do you have in place an agreement with a specialist clean up Contractor in the event of accidental spillage on public roads? Yes/No ☐

If "Yes" with whom: _____

b) Do you have Motor Third Party "Spillage and Clean Up Cover" insurance? Yes/No ☐

If "Yes" with whom _____

(The above is required for risk profile but motor risks cover is not included in the cover provided),

c) Do you have radio-telephone contact with tanker driver? Yes/No ☐

23. PRODUCTS LIABILITY

23.1 PRODUCTS LIABILITY - READYMIX CONCRETE

- a) Please provide a copy of your standard supply contract.
- b) Who provides specification for Readymix?
- c) For what length of time do you keep records of supply contracts and batch records?



d) Do you retain a sample of each batch?

Yes/No

☐

If "YES" how are these retained and for how long?

e) Do you undertake pumping of ready mix to the workface or do you merely supply to point of discharge?

Percentage of number of contracts where you undertake pumping to workface: _____ %

Percentage of number of contracts where you supply to point of discharge: _____ %

f) At what point is the ready mix handed over to and becomes the property of and/or responsibility of the contractor? When and how does the delivery sign off take place?

g) What procedure is adopted on site once the tanker arrives to discharge, to ensure the ready mix supply conforms to the specification?

23.2 PRODUCTS LIABILITY – NON READYMIX

a) Full description of products

b) Does the Proposer operate a Research and Development Department and/or provide any design, formula, specification or technical advice? Yes/No

☐

If YES, please specify details and qualifications of personnel, including Design Team and prelist nature of research design formula specification technical advice undertaken.

- c) Does the Proposer manufacture any of the Products under Licence?

Yes/No

☐

If YES, please provide a copy of the relevant Licence Agreements,

- d) Are any of the Products manufactured by others under Licence from the Proposer?

Yes/No

☐

- e) Please provide details of all Products manufactured, supplied, serviced, treated or altered by or on behalf of the Proposer together with anticipated failure rate and Estimated Turnover for the current year, in the box below.

Table I Products designed & manufactured by the Proposer:

PRODUCT DESCRIPTION	% FAILURE RATE	ANNUAL TURNOVER

Table II Products manufactured/assembled by the Proposer – no design:

PRODUCT DESCRIPTION	% FAILURE RATE	ANNUAL TURNOVER

Table III Products sold, supplied or distributed by the Proposer – no design or manufacture/assembly:

PRODUCT DESCRIPTION	% FAILURE RATE	ANNUAL TURNOVER

- f) Are any other products or activities, not excluded above, contemplated by the Proposer during the next 12 months?

Yes/No

☐

If YES, please give details:

PRODUCT DESCRIPTION	% FAILURE RATE	ANNUAL TURNOVER

- g) Countries to which Products are exported – indicate the Estimated Turnover next to each country.

PRODUCT DESCRIPTION	COUNTRY	ANNUAL TURNOVER

24. COVER EXTENSIONS - BREAKOUT

Break out cover i.e. cost of removing and breaking out defective ready mix and breaking out unaffected surrounding works to gain access to defective ready mix.

This Extension if elected is an extension to Product Liability and as such is within the aggregate limit of indemnity if chosen.

Please answer the following to the best of your ability: -

- a) Have you ever had a claim made against you for any incident of break out?

Yes/No ☐

If "Yes" please provide full details as well as the costs involved.

- b) If a cube test is failed by the Engineer can it be identified with a particular batch supplied?

Yes/No ☐

- c) In the event of a cube test or other test failure what actions do you take in defence of an allegation?



- d) Can defective ready mix be detected prior to discharge from the tanker?

- e) Do you provide any on-site service to the Contractor after discharge?

Yes/No

☐

If "Yes" please provide full details.

25. COVER EXTENSION – PRODUCT REPLACEMENT

Costs incurred in replacing defective ready mix. This Extension if elected is an extension to Product Liability and as such is within the Limit of Indemnity chosen

Please answer the following to the best of your ability: -

- a) Have you ever had any claims for re-supply of defective materials supplied?

Yes/No

☐

If "Yes" please provide full details as well as the costs involved.

- b) What is maximum value of any supply contract? : R_____

What is average value of any supply contract? : R_____

What is maximum batch value of any one supply? : R_____

What is average batch value of any one supply? : R_____

What value of any single supply has ever been rejected before discharge in the past? Please supply full details of circumstances.



c) What is the failure rate, as percentage of turnover, of ready mix supplied:–

Prior to discharge: _____ %

After discharge: _____ %

d) Can you be held responsible for delays incurred by failure?

Yes/No ☐

If "Yes" please provide full details as well as the costs involved.

e) Do you retain rights of recourse against your suppliers of the following products?;

i)	Sand	Yes/No	<input type="checkbox"/>
ii)	Aggregate	Yes/No	<input type="checkbox"/>
iii)	Cement	Yes/No	<input type="checkbox"/>

DECLARATION

I/We hereby declare that the above statements and particulars contained in this Proposal are true and complete, that at the present time, other than as stated, I/We have no reason to anticipate any claim under the insurance now being requested.

I/We agree that this Proposal and declaration shall be the basis of the contract between me/us and the Insurers

I/We agree that this Proposal together with any other information supplied by me/us, shall form the basis of any contract of insurance effected thereon, and shall be incorporated therein.

I/we undertake to inform the Insurers/underwriters of any material alteration to these facts, whether occurring before or after completion of the contract of insurance.

Signed at _____ on this _____ day of _____

Signature on behalf of the Proposer: _____

Capacity: _____