

## PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to take up the following product and please seek clarification from our Agent if you do not understand any of the terms herein.

Be sure to also read the general terms and conditions of the policy

### Comprehensive General Liability Insurance

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact The Pacific Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

#### 1. What is this product about?

This policy cover your legal liability to third party as a result of an accident arising out of the performance of the Contract during the period of insurance and occurring within the territorial limit.

#### 2. What are the covers / benefits provided?

This policy indemnified you against

All sum which you shall become legally liable to pay for compensation in respect of

- (1) accidental bodily injury to third parties, or
- (2) accidental property damage of third parties

arising out of the performance of the Contract within the Territorial Limits.

All costs and expenses of litigation

- (3) recovered by any claimant against you
- (4) incurred with our written consent

Duration of cover is for one year (except for project related risks). You need to renew your insurance policy annually.

#### 3. How much premium do I have to pay?

The premium that you have to pay may vary depending on the underwriting requirements of the Insurer.

The following factors will affect the premium:

- Contract Value
- Contract Duration
- Detailed Scope of Works
- Location of Risk
- Limit of Indemnity
- Experience in the business
- Loss history
- Third party surrounding property
- Liability assumed by Insured

#### 4. What are the fees and charges that I have to pay?

Commissions paid to the insurance intermediaries (if any)  
Stamp Duty  
Service Tax

15% of premium  
RM10.00  
The applicable Service Tax

You are obliged to pay any applicable taxes (which include but not limited to Stamp Duty and Service Tax) imposed by the Malaysian Tax authorities in relation to your Policy.

#### 5. What are some of the key terms and conditions that I should be aware of?

##### Consumer Insurance Contract

- Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying 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 the Proposal Form (or when you apply for this insurance). You must answer the questions 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 the Proposal Form (or when you apply for this insurance), 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 the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

**Non-Consumer Insurance Contract**

- 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 you 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.
- You must inform your insurance intermediary or us in writing on any material changes during the policy period so that the necessary amendments are endorsed to your policy.
- You should not admit, offer, promise or pay the claimant without our written consent.
- Except for project risks less than 60 days, the annual policy is subject to Premium Warranty. Please ensure to pay your premium within 60 days from the policy inception date

**6. What are the major exclusions under this policy?**

This policy does not cover:

- Liability to pay compensation under Worker's Compensation Act
- Liability in respect of loss or damage to your own property or property under your custody, care and control
- War risks and any act of terrorism
- Radioactive and nuclear energy risks
- Liability arising from pollution or contamination
- Use or operation of Watercraft or Aircraft

*Note: This list is non-exhaustive. Please refer to the sample policy contract for the full list of exclusions under this policy.*

**7. Can I cancel my policy?**

You may cancel your policy by giving written notice to us. Upon cancellation, you are entitled to a refund of the premium less premium based on our short period rates for the period of the policy which has been in force, subject to the minimum premium to be retained by us. No refund premium is allowed if there is a claim under the policy.

**8. What do I need to do if there are changes to my contact details?**

It is important that you inform The Pacific Insurance Berhad of any change in your contact or personal details to ensure that all correspondences reach you in a timely manner.

**9. Where can I get further information?**

Should you require additional information about Family Liability, you can contact us or any of our branches or visit [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my)

If you have any other enquiries, please contact:

The Pacific Insurance Berhad  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998 Toll Free line: 1800 88 1629  
Email: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my) Website: [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my)

**10. Other types of Similar Insurance cover available**

None

**11. Acknowledgement**

I/We acknowledge that the above key contract terms have been adequately explained to me/us.

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Signature

**IMPORTANT NOTE:**

1. You should read and understand the Insurance Policy and discuss with the Insurance Agent or contact The Pacific Insurance Berhad for more information.
2. The information provided in this Product Disclosure Sheet is valid as at 7 Dec 2020.
3. The Pacific Insurance Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.