



# PACIFIC & ORIENT INSURANCE CO. BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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SST Registration No./ No. CP - W10-1808-31021805

## PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take out the Employers' Liability Policy.  
Be sure to also read the general terms and conditions.)

### Employers' Liability Policy

Date:

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

This policy covers you as an employer because you may be at risk of being sued by those employees who are not protected by Workmen's Compensation Acts or SOCSO

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

This policy indemnifies you against liability at law to pay compensation and cost and expenses to your employees in respect of accidental bodily injury or disease arising out of or in the course of employment.

The limit of indemnity for the your liability at Common Law shall be limited to Ringgit Malaysia One Million only (RM1,000,000) anyone accident and in the aggregate.

Duration of cover is for one year. You need to renew the insurance policy annually.

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

The total premium that you have to pay may vary depending on the annual wages, salaries and other income paid by you to the employees and the underwriting requirements of the insurance company.

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

Type	Amount
▪ Commissions paid to the insurance agent	▪ 25% of premiums
▪ Stamp duty	▪ RM10
▪ Service Tax (SST)	▪ 6% of premiums

#### 5. What is the accident is caused by other employees?

The policy covers you and your employees' negligence as well.

#### 6. How could Employer be held liable?

You could be held liable due to:

- Personal negligence
- Failure to provide a safe place and a safe system of work
- Failure to exercise reasonable care in recruitment of competent staff
- Failure to provide proper machinery and maintain them in good working order

## 7. Can the employee sue outside Malaysia ?

No, the policy is subject to Malaysia Jurisdiction only.

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

- Duty of Disclosure:
  - a) Consumer Insurance Contract:
    - Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for 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.
  - b) 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 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.
- You must ensure that the proposal form is completed accurately as it forms the basis of the insurance.
- The name of every employee together with the amount of wages salary and other earnings shall be properly recorded.
- The insurance premium due must be paid and received by us within 60 days from the inception date of this policy. If this condition is not complied with then this contract is automatically cancelled and we shall be entitled to the pro rata premium for the period we have been on risk.
- In the event of any occurrence which may give rise to a claim under this policy, you shall as soon as possible within 14 days give notice thereof to us with full particulars.
- You must observe and fulfil the terms, provisions, conditions, clauses and endorsement of this policy.

*Note: This list is non-exhaustive. Please refer to the policy contract for the full terms and conditions under this policy.*

## 9. What are the major exclusions under this policy?

This policy does not cover certain losses, such as:

- Liability assumed by agreement
- War risks and Act of Terrorism
- Radioactive and nuclear energy risks
- Claims arising from Asbestos

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

## 10. Can I cancel my policy?

- You may cancel your policy at any time by giving written notice to us;
- We may also cancel this policy by giving you 7 days written notice by registered post to your last known address. 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.

## 11. What do I need to do if there are changes to my contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

## 12. Where can I get further information?

Should you require additional information about workmen's compensation insurance, you can contact us or any of our branches.

If you have any enquiries, please contact us at:

Pacific & Orient Insurance Co. Berhad  
11th Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut,  
50350 Kuala Lumpur.  
Tel : 03-2698 5033  
Fax : 03-2693 8145  
E-mail : [poi2u@pacific-orient.com](mailto:poi2u@pacific-orient.com)

**IMPORTANT NOTE:  
YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS  
WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE  
INFORMATION.**

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.

*Pacific & Orient Insurance Co. Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.*

The information provided in this disclosure sheet is valid as at 01.01.2021.