



# PACIFIC & ORIENT INSURANCE CO. BERHAD

A Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, 50350 Kuala Lumpur.

P. O. Box 10953, 50730 Kuala Lumpur.

Website: [www.poi2u.com](http://www.poi2u.com)

Telephone: 03-2698 5033 Fax: 03-2693 8145 Toll Free: 1 800 88 2121

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

## PRODUCT DISCLOSURE SHEET

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

### Public Liability Policy

Date:

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

This policy provides insurance to indemnify you against the compensation and litigation costs which you are legally liable to pay in connection with your business.

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

This policy covers:

- Your legal liability to pay for compensation in respect of accidental death of or bodily injury to any person or accidental damage to property in connection with your business; and
- Costs recovered by any claimant against you where the claim is contested by or with the written consent of the insurance company, and costs incurred with the insurance company's written consent in connection with the defence of such claim.

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 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 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 insurance policy is automatically cancelled unless the full premium is paid to us within 60 days from the commencement date of cover.
  - You shall give notice to us of any accident or claim or proceeding immediately the same shall have come to the knowledge of you or your representative.
  - You shall not without our consent in writing repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim.
  - You must observe and fulfil the terms, provisions, conditions, clauses and endorsement of this policy.

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

This policy does not cover certain losses, such as:

- Death or bodily injury or damage to property caused directly or indirectly by any sub-contractor of the insured or by any employee of such sub-contractor;
- Death or bodily injury or damage to property caused directly or indirectly by:
  - (a) fire or explosion,
  - (b) typhoon flood hurricane volcanic eruption earthquake subterranean fire or other convulsion of nature;
- Death or bodily injury caused through poisoning or foreign or deleterious matter in food or drink;
- Death or bodily injury or damage to property caused directly or indirectly by or in connection with:
  - (a) lifts or hoists (other than hand lifts or hoists) elevators escalators cranes or power driven hoisting machines aircraft vessels or craft of fowl berthing or the ownership possession or use by or on behalf of the insured of vehicles (other than hand-propelled vehicles) cycles or animals locomotives or railway rolling stock unless specifically mentioned in the Schedule hereto or by endorsement hereon;
  - (b) defective drains sewers or sanitary arrangements or water pollution;
  - (c) goods manufactured sold or supplied or any article renovated or repaired or any form of advice or remedial or other treatment given or administered by the insured or any servant or agent of the insured;
  - (d) arising out the pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident;
- Damage to any land property or building caused by the removal or weakening of support to such land property or building or by vibration or liability arising in consequence of such damage.

## 7. 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; and
- In the case of cancellation by us, you shall be entitled to a pro-rata refund of the premium for the unexpired part of the period of insurance.

#### **8. 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.

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

Should you require additional information about public liability 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)

#### **10. Other types of public liability insurance cover available:**

- None

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

**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.