

Product Disclosure Sheet

Product Liability

(Please read this Product Disclosure Sheet before you decide to take out this insurance. Be sure to also read the general terms and conditions.)

1. What is this product about?

The policy indemnifies you against all sums which you are legally liable to pay as damages or compensation in respect of bodily injury and property damage arising out of claims first made in writing against you during the period of insurance as a result of an accident caused by anything harmful or defective in your product sold or supplied by you during the period of insurance

2. What are the covers/benefits provided?

We will pay all sums which you become legally liable to pay as damages or compensation in respect of:

- a) bodily injury
- b) property damage

as a result of a claim first made in writing against you during the period of insurance within the Territorial Limits as a result of an occurrence in connection with your products specified in the policy schedule and we will pay all costs and expenses of litigation recovered by any claimant against you and/or incurred with the written consent of the Insurer, subject to the Limit of Indemnity as specified in the policy schedule

Note:

- a. **The benefits payable under eligible Policy is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).**
- b. **Please refer to the Policy Contract for the full product features and benefits.**

3. What is the Period of Cover and Renewal Option?

Duration of cover is for (1) one year. You need to renew your insurance Policy annually.

4. How much premium do I have to pay?

The premium you have to pay may vary depending on the Limit of liability, nature of your business, claims experience, estimated annual turnover, products insured, territorial limit etc. At the end of the insurance period, the actual turnover has to be declared and premium will be adjusted subject to the minimum and deposit premium.

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

What you have to pay in addition to the premium	Amount
Stamp Duty	RM 10.00
Service Tax	6% and 8% of premium (#)

#The new service tax 8% is to be calculated on a pro-rated basis effective from 01 March 2024 onwards.

What is included in the premium	Amount
Commission to the insurance intermediary (if any)	Up to 25% of premium

Please refer to below computation of commission for illustration purpose only.

Annual premium is RM1,000.00. Hence commission is 25% of RM1,000.00 which is RM250.00.

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

• Duty of Disclosure

Consumer Insurance Contract

Pursuant to Schedule 9 of the Financial Services Act 2013, you must take reasonable care to ensure that all your answers to the questions are to the best of your knowledge, full, complete, correct and honest. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

Non-Consumer Insurance Contract

Pursuant to Schedule 9 of the Financial Services Act 2013, if you are applying for this insurance for purposes of your trade, business or profession, you have a duty to disclose any matter you know to be relevant to our decision in accepting the risks and determining the rates and terms of your insurance. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

• Change in Risk

You must disclose any changes to the material facts which you know or ought to know which could affect the risk profile from time to time, if you fail to do so, your Policy may be cancelled. You must ensure that the proposal form is completed accurately as it forms the basis of the insurance contract. You must inform us in writing on any material changes during the Policy period so that the necessary amendments are endorsed to your Policy.

• Excess / Deductible

This is the amount you have to bear in the event of a claim occur (if applicable).

- **Premium Warranty**
The premium due must be paid and received by us within sixty (60) days from the coverage commencement date. Failure to pay the premium within this period, may result in the Policy being automatically cancelled. We shall be entitled pro-rated premium for the sixty (60) days which we have provided the coverage.
- **Premium Payment**
Payment can be made by Cash, Cheque, Debit Card, Credit Card or Online Payment to Berjaya Sampo Insurance Berhad. Please keep a receipt of the premium paid as the proof of payment for future reference.
- **Policy Renewal**
Depending on the circumstances of the loss or claims made during the term of Policy, we may review the Policy terms and conditions upon renewal or decline renewal.
- **Limit of Indemnity**
You have to decide based on your liability exposure in relation to your business operations and product insured as this sets the maximum amount payable for any one accident and any one period of insurance
- **Claims**
Upon happening of an accident which gives rise to a claim, you shall notify us in writing immediately.

Note: This list is non-exhaustive. Please refer to the Policy Contract for the full list of terms and conditions.

7. What are the major exclusions under this Policy?

- Contractual liability
- Damage to your products
- Products recall
- Products guarantee
- Pollution
- Injury to employees
- Radioactive contamination
- Pure financial loss
- War and terrorism
- Nuclear Energy Risks
- Fines, Penalties, Punitive or Exemplary damages
- Professional Liability
- Defective design or error in Specification or formula of the Insured Products
- Asbestos
- Electromagnetic Fields

Note: This list is non-exhaustive. Please refer to the Policy Contract for the full list of exclusions.

8. Can I cancel my Policy?

You may cancel your Policy by giving us a written notice. Upon cancellation, we will retain minimum premium of RM150.00, and refund the pro-rated premium to you. However, premium will not be refunded if there was a claim paid or submitted to us during the policy period.

9. What do I need to do if there are changes to my contact/personal details?

It is important that you inform us of any changes in your contact/personal details to ensure that all correspondence reach you in a timely manner. You may inform our branch office or our Customer Service Centre.

10. Where can I get further information?

Should you require additional information about this insurance, please contact our branch office or Customer Service Centre at 03-2170 7300 during the operating hours from 8:30 am to 5:00 pm (Monday-Friday) or call our Toll Free number stated at the bottom of this page.

11. Other similar types of General Insurance products available

Nil

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.

Berjaya Sampo Insurance 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 26 February 2024.