



## Policy

# Public Liability

**Berjaya Sompo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free: 1-800-889-933  
Tel.: 03-2170 7300  
E-mail: [customer@bsompo.com.my](mailto:customer@bsompo.com.my)  
Website: [www.berjaysompo.com.my](http://www.berjaysompo.com.my)

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## IMPORTANT NOTICE

This is **Your** Public Liability Policy. **You** should satisfy yourself that this Policy will best serve **Your** needs. **You** should read and understand the Policy terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have before **You** purchase this Policy.

**You** must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided.

If **You** have any questions after reading these documents. Please contact **Us** for further clarification.

If there are any change in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

Please read the terms and conditions of this Policy carefully, and if there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the **Policy Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this Policy, please contact **Us**.

If **You** have any complaints relating to this **Policy**, please contact

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad  
Registration No. 198001008821 (62605-U)

Level 36, Menara Bangkok Bank  
105 Jalan Ampang  
50450 Kuala Lumpur

Tel. : 03-2170 7300

Toll Free : 1-800-889-933

Fax : 03-2170 4800

E-mail : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If **You** are not happy with **Our** response, **You** may opt to contact either:

### OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

Tel. : 03-2272 2811

Fax : 03-2272 1577

E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia  
Ground Floor, Blok D  
Jalan Dato Onn  
50480 Kuala Lumpur

Toll Free : 1-300-88-5465

General Line : 603-2698-8044 / 2698 9044 / 9179 2888

Fax : 03-2174 1515

E-mail : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

eLINK : [telelink.bnm.gov.my](http://telelink.bnm.gov.my)

SMS : 15888

## OUR AGREEMENT

This Policy, the **Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the Terms and Conditions of the insurance contract as agreed between **You** and **Us** pursuant to information provided by **You** (or on **Your** behalf by **Your** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

## DUTY OF DISCLOSURE

**You** have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations made in relation to the information in any form disclosed by **You**, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

**You** have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

## DEFINITIONS

Some words and expressions in this Policy have been printed in bold because they have been given specific meaning as follows:

### **Endorsement**

A written alteration to the terms, conditions and/or warranties of this Policy.

### **Period of Insurance**

Duration of the Policy as shown in the **Schedule**.

### **Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste including materials to be recycled, reconditioned or reclaimed.

### **Premium**

Any amount **We** require **You** to pay under the Policy and includes Government charges.

### **Schedule**

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and limits are specified.

### **Vessel or Craft**

Any vessel, craft or thing made or intended to float on or in or travel on or through water or air.

### **We, Our or Us**

Berjaya Sompo Insurance Berhad.

### **You or Your**

The person(s) or entity named in the **Schedule** as the insured.

## COVERAGE

During the **Period of Insurance** and subject to the terms, conditions, exceptions and limits stated in this Policy, **We** will indemnify **You** against:

- (1) all sums **You** are legally liable to pay as compensation for bodily injury including death or illness to any person and / or loss or damage to property arising from accidents occurring within the Territorial Limit; and
- (2) all costs and expenses of litigation recovered by any claimant against **You** and / or incurred with **Our** prior written consent.

In the event of **Your** death, **We** will indemnify **Your** legal personal representative(s) in respect of liability incurred by **You** provided that such legal personal representative(s) shall observe, fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they apply.

## LIMIT OF INDEMNITY

Our liability under this Policy shall not exceed the Limit of Indemnity specified in the **Schedule**

- (a) to any claimant(s) in respect of any one occurrence or all occurrences of a series attributable to one source or original cause for any one Accident; and
- (b) in respect of any injury, illness or loss sustained during any one **Period of Insurance**.

## EXCEPTIONS

**We** will not indemnify for:

- (1) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (2) any liability in respect of
  - (a) injury to or illness of any person under a contract of service or apprenticeship with **You** if such liability is in respect of injury or illness arising out of and in the course of such employment by **You**.
  - (b) any sum payable by **You** under legislation relating to occupational injury or illness.
- (3) liability in respect of loss of or damage to property:-
  - (a) belonging to **You**.
  - (b) under **Your** control or in the control of **Your** employee, servant and/or appointed representative.
  - (c) on which **You** or **Your** employee, servant and/or appointed representative is or has been working on if the loss or damage results directly from such work.
  - (d) in connection with the bursting of any pressure part of
    - (i) any steam boiler or economiser
    - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressurebelonging to **You** or under **Your** control or any of **Your** employee, servant and/or appointed representative.
- (4) liability in respect of:-
  - (a) loss of or damage to any property, land or building caused by vibration, removal or weakening of support.
  - (b) injury or illness of any person or any consequential loss of or damage to property resulting from (a).
- (5) liability in respect of injury, illness, loss or damage arising from:-
  - (a) any lift, elevator, escalator, hoist or crane owned, used or maintained by **You** unless specified in the **Schedule**.
  - (b) defective sanitary arrangements or poisoning of any kind in food or drink.
  - (c) accident to any **Vessel or Craft** due to unsuitable berth, dock or mooring conditions.
  - (d) any commodity, article or thing supplied, repaired, altered or treated by **You** or to **Your** order.
  - (e) fire, earthquake, explosion, flood, fumes, pollution, contamination and such other convulsion of nature.
  - (f) drilling and/or refining of liquid or gas, fuel or oil in connection with the oil and gas industry.
- (6) liability for any consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny, strike, riot and civil commotion.
- (7) (a) any legal liability directly or indirectly due to or in consequence of, ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission.
  - (b) any liability directly or indirectly due to nuclear weapons material.
- (8) liability in respect of treatment or services rendered in a professional capacity.
- (9) liability arising from the ownership, possession or use by or on **Your** behalf of:-
  - (a) any mechanically propelled vehicle or attached trailer licensed for road use or for which Certificate of Motor Insurance is required under the Road Transport Act 1987
  - (b) any **Vessel or Craft** including the loading or unloading of (a) or (b) or the delivery or collection of goods connected to (a) or (b).
- (10) any liability or claim(s) in respect of loss directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.
- (11) any claims in respect of fines, penalties, aggravated, punitive or exemplary damages.

## CONDITIONS

- 1. **You** shall give **Us** written notice of any accident or claim or proceedings immediately once the same has come to **Your** or **Your** legal personal representative's knowledge.
- 2. No admission, offer, promise or payment shall be made by or on **Your** behalf without **Our** prior written consent. **We** may in **Your** name, take over and conduct the defence or settlement of any claim, prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and **You** shall give **Us** all such information and assistance as **We** may require.
- 3. In any case where **You** are entitled to indemnity under this Policy, **We** may pay **You** the maximum sum payable as compensation (after deducting any sums already paid as compensation) or any lesser sum for which the claim can be settled. **We** shall thereafter be under no further liability except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

4. **You** shall exercise reasonable care to ensure that
- (a) only steady, sober and competent employees are employed,
  - (b) all buildings, ways works, plant, machinery, furniture and fittings are in proper order and fit for its purposes,
  - (c) all statutory requirements, bye-laws and regulations imposed by any public authority are duly observed and complied with.
- Upon any defect being brought to **Your** notice, **You** shall proceed to make good the defect and shall take temporary precautions to prevent any accident so far as practicable. No alteration or repair shall be made without **Our** consent after any occurrence covered by this Policy until **We** have had an opportunity to conduct inspection. **We** shall at all reasonable times have free access to inspect **Your** property. In the event of any defect or danger being apparent to **Our** inspector, **We** may give **You** notice in writing and **Our** liability arising from the defect shall be suspended until it is rectified or removed to **Our** satisfaction.
5. If at the time of any claim there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.
6. This Policy shall be void in any of the following circumstances:
- (a) If the proposal or declaration is untrue in any respect;
  - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
  - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
  - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.
7. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. Any disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.
9. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

#### CANCELLATION

**You** may cancel this Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum **Premium** of RM75.00.

**We** may cancel this Policy by giving **You** 14 days' notice in writing to **Your** last email address or address known to **Us**, and refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**.