

Prepared for: _____

Print Date : _____

PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take up the Comprehensive General Liability Insurance. Be sure to also read the general terms and conditions)

Financial Service Provider : **Allianz General Insurance Company (Malaysia) Berhad**
("Insurer"/"We"/"Our"/"Us")
Product Name : **Comprehensive General Liability**

1. What is this product about?

This policy is to protect Insured against third party liability claim including cost and expenses occurring during the period of indemnity and caused by an occurrence in connection with Insured's business .

2. What are the covers / benefits provided?

This policy will indemnify Insured up to limit of indemnity;-

- when Insured is legally liable to pay as damages for
 - a) Bodily Injury to third party or
 - b) Damage to third party's tangible property
- as a result of performing of the contract work
- provided that such liability to third party bodily injury of property damage occurred during the policy period

In addition, this policy also pays for legal costs and expenses of defending such claim and it is included as part of the limit of indemnity

Extensions of coverage :

- Excess Automobile Liability
- Contractual Liability
- Sudden and Accidental Pollution Liability
- Damage to Principal's existing property

Period of Indemnity is the same as contract duration but maximum 36 months or 12 months period of indemnity and renewable upon expiry.

3. How much premium do Insured have to pay?

The total premium that Insured 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 fees and charges that Insured have to pay?

| Type | %/Amount |
|--|-------------------------|
| • Commission paid to the insurance intermediaries (If any) | • 15% of premium/ RM XX |
| • Services Tax | • 6% of premium |
| • Stamp Duty | • RM10.00 |

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

- Importance of disclosure

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 purposes 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 contract, claim denied or reduced, terms changed or varied, or contract terminated.

This duty of disclosure for Non-Consumer Insurance Contract shall continue until the time the contract is entered into, varied or renewed. 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 is inaccurate or has changed.

- An appropriate limit of indemnity is taken up.
- Excesses – being the amount which is to be borne by the Insured in the event of a claim
- This insurance is subjected to 60 days Premium Warranty, i.e. premium due must be paid and received by Insurer within sixty (60) days from inception. Failing which, policy is automatically cancelled and 60 days pro rate premium shall be entitled to Insurer.

6. What are the major exclusions under this policy?

This policy does not cover certain losses such as:

- a) Under workmen's compensation Act 1952, employers' liability, disability benefits, unemployment compensation law or similar law;
- b) For Pure Financial Loss. The term "Pure Financial Loss" means any loss other than Bodily Injury and/or Property Damage;
- c) For libel or slander, or infringement or passing off of plan, copyright, patent, trade name, trade mark, registered design or any other intellectual proprietary rights;
- d) For Property Damage to any property owned by, occupied by or rented to the Named Insured, or to any work or operation performed by or on behalf of the Named Insured, or to any property in the Named Insured's care, custody or control;
- e) Arising out of sole negligence of the Principal(s) or any other indemnitee(s);
- f) Arising out of the rendering of or failure to render any professional service;
- g) Arising out of any commodity, article, goods or thing sold or supplied;
- h) Arising out of ownership, possession, use or operation of watercraft or aircraft;
- i) Arising out of penalty or liquidated damages clauses, or punitive or exemplary damages;
- j) Arising out of asbestiform talc, asbestos, diethylstilbestrol, dioxin, urea formaldehyde, polychlorinated biphenyls, toxic mould or electric magnetic field;
- k) Arising out of pollution or environmental impairment of whatsoever kinds unless this Policy is extended to indemnify against such liability to the extent as stated under the Sudden and Accidental Pollution Liability Clause;
- l) arising out of war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, sack or pillage in connection therewith, confiscation or destruction by any government or public authority;
- m) Arising out of terrorism (as per Terrorism Exclusion Clause);
- n) Arising out of radiations (as per Institute Radioactive Contamination Exclusion Clause); or
- o) Arising out of completed operation hazards (as per Completed Operation Liability Exclusion Clause)."
- p) Arising out of demolition works.
- q) Arising out of all transit related risk (ie transportation)

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

7. Can Insured cancel my policy?

Insured may cancel policy by giving written notice to the Insurer. Upon cancellation, Insured is not entitled to any refund of the premium.

8. What do Insured need to do if there are changes to the contact details?

It is important that Insured to inform Insurer of any change in contact details to ensure that all correspondences reaches Insured in a timely manner.

9. Where can Insured get further information?



Should Insured have any enquiries or require additional information, please refer to our agent or our nearest branch or contact our Customer Service Department at;

Allianz Customer Service Center

Allianz Arena
Ground Floor, Block 2A, Plaza Sentral
Jalan Stesen Sentral 5, Kuala Lumpur Sentral
50470 Kuala Lumpur.

Allianz Contact Center: 1 300 22 5542

Email: customer.service@allianz.com.my

  AllianzMalaysia

 allianz.com.my

IMPORTANT NOTE:

YOU MUST ENSURE THAT YOUR LIABILITY IS INSURED AT THE APPROPRIATE AMOUNT. 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 valid as at 01/09/2018.