

## PRODUCT DISCLOSURE SHEET

**Dear Customer,**

This Product Disclosure Sheet (PDS) is designed to provide you with some key information on your Employer's Liability Insurance.

Other customers have read this PDS and found it helpful; **you should read it too.**

Date: dd.mm.yyyy

1

### What is Employer's Liability Insurance?

This Employer's Liability policy covers you as an employer as you may be at risk of being sued by employees who are not protected by Workmen's Compensation Act 1952 or the Social Security Organisation of Malaysia ("SOCSO").

2

### Know Your Coverage

**As an illustration**, for RM2,500.00 annually, you will receive the following **coverage**:

**This policy covers:**

- Your 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 their employment. The standard common law limit is RM1,000,000 for any one accident and in the aggregate.

**This policy excludes:**

- Liability assumed by agreement
- War risks and act of terrorism
- Radioactive and nuclear energy risks
- Claims arising from asbestos

The duration of cover is one year. You need to renew your policy annually.

As an example, you could be held liable to your employees due to the following:

- 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

This is not a complete list. You should refer to the policy wording for the full details on what is covered and what is not.

**If you have any questions or require assistance on our Employer's Liability Insurance, you can:**



Call us at  
1 300 22 5542



Visit us at  
<https://www.allianz.com.my/EL>



Email us at  
customer.service@allianz.com.my



Scan the QR  
code above

### 3 Know Your Obligations

**The total premium that you have to pay may vary depending on Allianz's underwriting requirements. For illustration purposes, assuming the insured is a manufacturing company having 150 employees with total annual wages of RM5,000,000. For common law limit of RM1,000,000 any one occurrence and in the aggregate, the premium payable is as follows:-**

**For this insurance policy, you must pay a premium of:**

|   |                            |
|---|----------------------------|
| Base Premium  | RM2,500.00                 |
| <b>Where this is inclusive of:</b>                          |                            |
| Commissions   | 25% of premium or RM625.00 |
| <b>You also have to pay the following fees and charges:</b> |                            |
| Services Tax  | 8% of premium or RM200.00  |
| Stamp Duty  | RM10.00                    |

\* The Service Tax ("ST") amount herein may be subject to change as the ST rate applied shall be based on the prevailing rate(s) in accordance with the laws of Malaysia.

### 4 Other Key Terms

- Pre-contractual duty of disclosure for non-consumer insurance contracts (pursuant to Schedule 9 of the Financial Services Act 2013):
  - If you are applying for insurance related to your trade, business or profession, you must disclose any matter that you know is relevant to our decision in accepting the risks and determining applicable rates and terms 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.
  - 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.
- You must maintain proper records of each employee and declare their wages and earnings truthfully otherwise in the event of claims, the average condition in the policy shall apply.
- You should not admit, offer, promise or pay the claimant without our written consent.
- The coverage under the policy is subject to the jurisdiction of Malaysia only.
- You must inform your insurance intermediary or Allianz in writing on any material changes during the policy period so that the necessary amendments are endorsed to your policy.
- 60 days Premium Warranty – Premium due must be paid and received by Allianz within sixty (60) days from policy inception. Failing which, the policy is automatically cancelled and Allianz shall be entitled to the 60 days pro-rated premium for the period Allianz provided cover.

### ? Can I cancel my policy?

You may cancel your policy by giving written notice to Allianz. Upon cancellation, you are entitled to a refund of the premium less the premium calculated based on our short period rates provided there is no claim or notification that may give rise to a claim prior to the cancellation date of the policy.