

# PUBLIC LIABILITY INSURANCE

## **Product Disclosure Sheet**

## **Important Note**

- Read this Product Disclosure Sheet before you decide to take out the Public Liability Policy. Be sure to also read through the general terms and conditions.
- You should satisfy yourself that this policy will best serve your needs. You should read and understand the insurance policy and discuss with the intermediary or contact the insurance company directly for more information.
- 3. 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.

## 1. What is this product about?

This policy protects you against the legal liability to third party as a result of an accident occurring during the period of cover in connection with your business operations at the Situation of Risk and elsewhere in the world in connection with commercial visits by directors or non-manual staff normally resident in and travelling from the country of Situation of Risk.

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

This policy indemnifies you all sums which you shall become legally liable to pay compensation in respect of:

- accidental bodily injury (including death or disease) to any person and/or
- accidental loss of or damage to property
- legal costs recoverable by any claimant from the Insured
- costs and expenses incurred with the written consent of the Company

Duration of cover is 1 year and will be renewed annually.

#### <u>Jurisdiction</u>

The policy is subject to Malaysia Jurisdiction.

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit <a href="www.pidm.gov.my">www.pidm.gov.my</a>).

## 3. How much premium do I have to pay?

The premium charged will depend on a few factors, the main factors being:

- Limit of Liability
- Nature of business

## 4. What are the fees and charges I have to pay?

Туре	Amount
Sales and Services Tax (SST)	8% of Gross Premium
Stamp Duty	RM 10
Commission paid to the insurance intermediary (when applicable)	Up to maximum 25%

The applicability of stamp duty and service tax amount herein applied, or any other taxes are subjected to the prevailing laws of Malaysia.

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

#### Importance of Disclosure

 You must disclose to your best knowledge all material facts that you know or ought to know and confirm all the declarations are true and correct; otherwise your policy may be invalidated.

#### No Admission of Liability

You should not admit liability, offer, promise or pay to claimant without our written consent.

#### **Premium Warranty**

- The premium due must be paid and received by the insurer within sixty (60) days from the inception date of the policy/endorsement/renewal certificate.
- Failure to pay the premium within the period, the contract is automatically cancelled and We are entitled to the pro rata premium on the period you have been on risk.

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

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

This policy does not cover the following:

- Bodily injury to any member of the Insured's family or household or any employee of the Insured
- Loss of or damage to property belonging to or in the charge custody or control of the Insured or any member of the Insured's family or household or any employee of the Insured
- Damage to the property worked upon by the Insured
- Damages and consequent loss arising out of failure to supply oil, gas, electricity or water
- Contractual Liability
- Professional services
- Products Liability
- Aircraft, watercraft and hovercraft
- Pure Financial Loss
- War
- Ionising Radiation and Radioactive Contamination, Nuclear and Electromagnetic Field
- Fines, penalties, punitive and exemplary damages
- Asbestos
- Latex Allergy
- Transmissible Spongiform Encephalopathy

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

## 7. Can I cancel my policy?

You may cancel your policy by giving us a written notice to us. You are entitled to a refund premium for the unused period subject to a minimum premium for the policy. No refund premium is allowed if there is a claim under the policy.

## 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 this insurance, please contact us at:

## Generali Insurance Malaysia Berhad

Reg No: 197501002042 (23820-W) Generali Customer Service Centre Level 1. Menara Generali.

27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: 1 300 13 2121 or +603 3007 2121 Email: customer.service.gi@generali.com.my

www.generali.com.my

The information provided in this Product Disclosure Sheet is a summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.

Generali Insurance Malaysia 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 24 February 2025.