



Customer Contact Centre

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PRODUCT DISCLOSURE SHEET for Product Liability Insurance

IMPORTANT NOTE: Please read this Product Disclosure Sheet before you decide to take out the Product Liability Insurance Policy. Be sure to also read the general terms and conditions.

1. What is this product about?

Product Liability Insurance is designed to indemnify the manufacturer or supplier of the 'defective' product against losses resulting in bodily injury or property damage arising from the use of the 'defective' product. It also pays for the litigation costs and expenses incurred in the defense of a suit provided prior written consent of the Insurance Company is first obtained.

2. What does the policy cover?

This policy covers you against all sums which you are legally liable to pay as damages in respect of:

- bodily injury (including death or disease) to any person; and
- loss of or damage to property

arising from accidents caused by anything harmful or defective in any products of your business specified in the Policy Schedule.

The policy is issued with a limit of liability per any one accident and in aggregate during the period of insurance. This is a claims-made policy, which means the policy covers the policyholder when a claim is made during the period of cover and the loss must not occur before the retroactive date stated on the policy. The policy would also state the territorial limits as well as the jurisdiction where this cover will apply.

Duration of cover is 1 year. You need to renew the policy annually with a newly completed proposal form for renewal consideration.

3. How much premium do I have to pay?

The premium you have to pay may vary depending on the nature of your business and our underwriting requirements.

| | | |
|-----------------------------|---|----------|
| Estimated Annual Turnover | : | RM _____ |
| Rate | : | _____ % |
| Minimum and Deposit Premium | : | RM _____ |

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.

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

The fees and charges that you will have to pay are:

| Type | Amount |
|--|--------------------|
| Service tax | 6% of the premium |
| Stamp duty | RM10.00 |
| Agent's commission where there is an intermediary involved | 15% of the premium |

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

Importance of Disclosure

- STATEMENT PURSUANT TO FINANCIAL SERVICES ACT 2013, Section 129, Schedule 9, Para 5: It is the duty of the customer to take reasonable care not to make a misrepresentation to the licensed insurer when answering any questions which the insurer may request that are relevant to the decision of the insurer whether to accept the risk or not and the rates and terms to be applied.
- You should ensure the proposal form is answered completely and accurately. Failure to take reasonable care in answering the questions may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated.

Change in Risk

- This duty of disclosure for Non-Consumer Insurance Contract shall continue until the time the contract is entered into, varied or renewed. You must inform the insurer or your agent in writing on any information/material changes during the period of insurance so that the necessary amendments are endorsed into your policy.

Duty of Assured

- You shall exercise reasonable care that only competent employees are employed, take all reasonable precautions to prevent accidents and comply with all statutory regulations and maintain all premises, furnishings, fittings, appliances and plant in sound condition.
- You should not admit liability, offer promise or payment to claimant without our written consent. Should there be a claim or an incident that would potentially trigger a claim, you are required to notify us immediately in writing.

Premium Warranty

- The premium due must be paid and received by the insurer within 60 days from the inception date of this policy / endorsement / renewal certificate.
- Failure to pay the premium within this period, the cover is automatically cancelled and AmGeneral is 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?

The policy does not cover certain losses such as

- Liability in respect of bodily injury to any person under a contract of service or apprenticeship
- Loss/damage to property belonging to or in the care, custody and/or control by you or by any person employed by or working for you
- Any unproven, untested and/or prototype products
- Defective formulation/design error or specification of any of the products
- Pure financial loss such as loss of goodwill or market share
- Any remedial professional or other advice or service or treatment given, administered or omitted by you
- Libel and slander
- Plagiarism, infringement of plans, copyright, patent, trade name, trade mark, service mark or registered design and intellectual propriety rights
- Contractual liability
- Claim in respect of any sum which you would have been entitled to receive from any party but for an agreement between you and such party

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 and how do I cancel it?

You may cancel your policy by giving written notice to us. Upon cancellation, you are entitled to a refund of the premium less premium based on our short-period rates for the period of the policy which has been in force. 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 changes in your contact details to ensure that all correspondences reach you in a timely manner.

9. Where can I get further information?

If you have any enquiries, please contact us at:

AmGeneral Insurance Berhad

Menara Shell,
No. 211, Jalan Tun Sambanthan,
50470 Kuala Lumpur, Malaysia.
Toll Free : 1-300-80-3030
Email : customer@amassurance.com.my
Website : www.amassurance.com.my

10. Other types of similar insurance cover available?

None.

IMPORTANT NOTE:

YOU SHOULD SATISFY YOURSELF THAT THIS POLICY WILL BEST SERVE YOUR NEEDS. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

AmGeneral Insurance Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia to transact all classes of general insurance business.

The information provided in this disclosure sheet is valid as at 30 October 2019.