Product Disclosure Sheet

# PUBLIC LIABILITY INSURANCE

# (Lotuss Tenant Programme)

(Please read this Product Disclosure Sheet before you decide to take out this insurance. Be sure to also read the general terms and conditions.)

# 1. What is this product about?

This Policy indemnifies you against your legal liability to third parties in connection with your business.

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

This Policy covers your legal liability to pay compensation in respect of: -

- a) Bodily injury including death or illness to third parties
- b) Loss or damage to third party's property as a result of accident and happening in connection with your business.

In addition, this Policy also cover litigation costs and expenses incurred with the written consent of the Company.

#### Note:

- a. The benefits payable under eligible Policy is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).
- b. Please refer to the Policy Contract for the full product features and benefits

# 3. What is the Period of Cover and Renewal Option?

Duration of cover is for (1) one year. You need to renew your insurance Policy annually.

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

The total premium that you have to pay may vary depending on the limit of liability, nature of your business, claims experience and our underwriting requirements.

5.	What are the fees and charges that I have to pay? What you have to pay in addition to the premium Service Tax	<u>Amoun</u> t 8% of premium
	What is included in the premium Commission to the insurance intermediary (if any)	Amount Up to 25% of premium

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

# Duty of Disclosure

# Consumer Insurance Contract

Pursuant to Schedule 9 of the Financial Services Act 2013, you must take reasonable care to ensure that all your answers to the questions are to the best of your knowledge, full, complete, correct and honest. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

# Non-Consumer Insurance Contract

Pursuant to Schedule 9 of the Financial Services Act 2013, if you are applying for this insurance for purposes of your trade, business or profession, you have a duty to disclose any matter you know to be relevant to our decision in accepting the risks and determining the rates and terms of your insurance. You also have a duty to inform us of any change in the details or information given to us before we issue the Policy to you, or before you renew or change any of the terms of your Policy. If you fail to do so, your Policy may be cancelled or treated as if it never existed, or your claim may be rejected or not fully paid.

#### Change in Risk

You must disclose any changes to the material facts which you know or ought to know which could affect the risk profile from time to time, otherwise, your Policy may be cancelled. You must ensure that the proposal form is completed accurately as it forms the basis of the insurance contract. You must inform your agent or us in writing on any material changes during the Policy period so that the necessary amendments are endorsed to your Policy.

# Cash Before Cover

Full premium must be paid before the effective date of the Policy. Coverage will commence upon successful receipt of the premium

#### Premium Payment

Payment can be made by Credit Card or Online Payment to Berjaya Sompo Insurance Berhad. Please keep a receipt of the premium paid as the proof of payment for future reference.

Claims

Upon the happening of an accident which gives rise to a claim, you shall notify us in writing immediately.

# 7. What are the major exclusions under this Policy?

- This Policy does not cover any liability arising out of:-War, terrorism and nuclear risks;
  - Asbestosis, fumes, pollution and contamination;

Fines, penalties, punitive damages awarded by a court of law.

# Note: This list is non-exhaustive. Please refer to the Policy Contract for the full list of exclusions.

# 8. Can I cancel my Policy?

You may cancel your Policy by giving us a written notice. No refund premium is allowed for midterm cancellation of cover.

## 9. What do I need to do if there are changes to my contact/personal details?

It is important that you inform us of any changes in your contact/personal details to ensure that all correspondence reach you in a timely manner. You may inform our branch office or our Customer Service Centre.

## 10. Where can I get further information?

Should you require additional information about this Insurance, please contact our branch office or Customer Service Centre at 03-2170 7300 during the operating hours from 8:30 am to 5:00 pm (Monday-Friday) or call our Toll Free number stated at the bottom of this page.

11. What is/are the other similar type of general insurance products available?

Nil

**IMPORTANT NOTE:** YOU SHOULD READ AND UNDERSTAND **THE** INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT OUR COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the Policy Contract.

Berjaya Sompo Insurance Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid from 15/05/2020.