

PRODUCT DISCLOSURE SHEET

Read this Product Disclosure Sheet before you decide to take up the Products Liability Insurance for Small & Medium Enterprises (SME). Be sure to also read the general terms and conditions.

Products Liability Insurance for Small & Medium Enterprises (SME)

1. What is this product about?

This policy provides protection against financial losses arising out of the legal liability incurred by an Insured because of bodily injury or property damage resulting from the use of a covered product, occurring during the period of cover, happening within Malaysia. The Insured is also covered against all costs and expenses of litigation, which may include lawyer's fees, awards, compensation and civil suit proceedings.

2. What are the covers/benefits provided?

To indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of Occurrences caused by the Insured's products as hereinafter set forth happening anywhere within Malaysia as in respect of:

- a) Bodily injury to any person
- b) Damage to property.

It also indemnifies you for all cost and expenses of litigation:-

- recovered by any claimant against you; and
- incurred with our written consent.

Duration of cover is for 12 months. You need to renew your insurance policy annually.

3. How much premium do I have to pay?

Turnover	Up to RM10,000,000				
Limit of Liability RM (any one claim/aggregate)	100,000	200,000	500,000	750,000	1,000,000
Gross Premium	700	1,000	2,000	2,400	2,700
Deductible (Each and Every Claim)	1,000	3,000	5,000	5,000	5,000

*Premiums (RM) are subject to 6% GST and Stamp Duty

**All amounts stated in the table above are in Ringgit Malaysia (RM)

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

In addition to the premium, you have to pay:	<u>Amount</u>
a. Commissions paid to the insurance agent	25% of premiums
b. Goods and Services Tax	6% of gross premium
c. Stamp duty	RM10.00

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

- **Importance of disclosure:**

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this insurance). You must answer the questions fully and accurately.

Failure to take reasonable care in answering the questions 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.

In addition to answering the questions in the Proposal Form (or when you apply for this insurance), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

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.

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

- You shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations .
- **Premium Warranty** – Premium must be paid and received by us within 60 days from the inception date of the cover, otherwise the cover is automatically cancelled and you will still be responsible to pay the proportion of premium for the period we have been on risk.

6. What are the major exclusions under this policy?

This policy does not cover:

- Products Liability policies issued to companies/plants involved in the manufacturing/production of:
 - Explosives, fireworks, flammable gases and volatile petroleum products,
 - Drugs, medicines, pharmaceutical products,
 - Cosmetics, crop sprays, fertilisers, insecticides, pest and weed control fumigants, animal feeds,
 - Ready-mix concrete and pre-fabricated elements for construction purposes,
 - Electrical and electronic controlled equipment used for measuring, checking, controlling or regulating industrial plant, machinery and installations (production facilities as well as storage tanks, waste treatment plants). This applies also to the Chemical Industry, including refineries, pipelines and power plants,
 - Medical equipment.
- Products Liability in respect of manufacturers of:
 - Automobiles and/or motorcycles and truck manufacturers including suppliers of all parts vital to the functionality of these vehicles.
 - Aircraft and the following aircraft components:
 - > Structure, diving equipment, landing gear, understructure, electronic equipment, hydraulic equipment and technical instruments.
- Products Liability policies issued to cover the U.S.A./Canada exposure as such.
- Products Liability policies issued to cover the U.S.A./Canada subsidiaries where the manufacture and/or production in U.S.A./Canada is involved.
- Products Integrity Impairment.
- Products Guarantee and/or Recall.

- Gradual Pollution.

NOTE

This list is not exhaustive. Please refer to the policy contract for the full list of terms and conditions under this policy.

7. Can I cancel my policy?

You may cancel your policy at any time by giving written notice to us. Upon cancellation, any refund of the premium would be based on the conditions stipulated in the policy contract.

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. What should you do in the event of loss?

You must notify us in writing with full details as soon as possible. Early notification is required to avoid any prejudice to your claim. You should not admit, offer, promise or pay the claimant without our written consent.

10. What should you do when making a claim?

You must submit your claim with all the supporting information and documents to us and give full cooperation to the adjusters/investigators appointed by us in assessing your claim.

11. Where can I get further information?

Should you require additional information about this insurance or any other types of insurance product, you can contact us or your insurance intermediary or visit our website mpigenerali.com.

If you have any enquiries, please contact us at:

MPI Generali Insurans Berhad
8th Floor, Menara Multi-Purpose
Capital Square
8, Jalan Munshi Abdullah
50100 Kuala Lumpur
Tel: +603 2034 9888
Fax: +603 2694 5758

IMPORTANT NOTE:

YOU ARE ADVISED THE COVERAGE, EXCLUSIONS AND LIMITATION OF BENEFITS HIGHLIGHTED ARE NOT EXHAUSTIVE. THE FULL INFORMATION IS IN THE INSURANCE CONTRACT.

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 US DIRECTLY FOR MORE INFORMATION.

The information provided in this Disclosure Sheet is valid until 31/05/2017.