

#### PRODUCT DISCLOSURE SHEET (PDS)

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

RHB Insurance Berha
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# **Employers' Liability Insurance**

Date:

#### 1. What is this product?

This policy covers you as an employer because you may be at risk of being sued by those employees who are not protected by Workmen's Compensation Acts or SOCSO

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

This policy indemnifies you against 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 employment. The standard Common Law limit is RM1,000,000 any one accident and in the aggregate.

Kindly refer to nearest RHB Insurance office if higher limit is required.

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

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

The total premium that you have to pay may vary depending on the underwriting requirements and annual payroll/wages you declared to us: -
Common Law Limit: RM
Estimated Annual Earnings: RM
Rate Applicable:%

The total annual premium that you have to pay is RM\_\_\_\_

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

Туре	Amount
Commission (if any)	25% of premium will be paid to the Agent
Service Tax	8%
Stamp Duty	RM10

Premium shown are subject to applicable service tax as imposed by the relevant authorities. Please take note that RM10 of stamp duty shall be charged.

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

# A. Importance of Disclosure (Statement Pursuant to Schedule 9 of the Financial Services Act 2013)

- 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 take reasonable care to provide us with all the answers and not to make misrepresentation. If you misrepresented any facts to us before the policy was entered into, we may: -
  - declare your policy void from inception (which means treating it as invalid), we may not make any return of premium and also recover any unpaid premium;
  - o cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;
  - recover any shortfall in premium;
  - o not pay any claim that has been or will be made under the policy;
  - be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay under any relevant legislation, plus any recovery costs.

### B. Premium Warranty

This insurance is subjected to 60 days Premium Warranty, i.e. premium due must be paid and received by insurer within sixty (60) days from inception. Failing which, policy is automatically cancelled and 60 days' pro rate premium shall be entitled to insurer.

# C. Importance of Keeping the Receipt

You are strongly advised to keep the receipt after payment has been made for future reference.

#### D. <u>Policy Issuance</u>

The Policy Schedule will be delivered to you within 30 working days from the date of your application approved.

#### E. Duty of Insured

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

#### F. <u>Declaration of Earning Changes</u>

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.

Note: This is non-exhaustive. Please refer to policy documents for full details.

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

#### This policy does not cover:

- Liability assumed by agreement
- War risks and Act of Terrorism
- Radioactive and nuclear energy risks
- Claims arising from Asbestos

**Note**: This is non-exhaustive. Please refer to policy documents for full details.

#### 7. Can I cancel my policy?

You may cancel your policy at any time by giving fourteen (14) days' written notice to the insurance company. Upon cancellation, you are entitled to a refund of premium less premium based on your short period rates for the period of the policy which has been in force.

#### 8. 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 details to ensure all correspondence reaches you in a timely manner.

#### 9. Where can I get further information?

Should you require additional information about Employers' Liability Insurance, please refer to our authorised intermediaries, RHB Insurance and Bank Branches, Customer Relationship Centre or visit our website at <a href="insurance.rhbgroup.com">insurance.rhbgroup.com</a>.

If you have any enquiries, please do not hesitate to contact us at:

## RHB INSURANCE CUSTOMER RELATIONSHIP CENTRE

Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur.

Tel: 1300 220 007; Fax: 03-2163 7277 Email: <a href="mailto:rhbi.general@rhbgroup.com">rhbi.general@rhbgroup.com</a> WhatsApp: 012-603 1978

#### **IMPORTANT NOTE:**

YOU MUST ENSURE THAT YOUR PROPERTY IS INSURED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT/PERSONAL BANKER OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is valid from 01/03/2024