

PACIFIC & ORIENT INSURANCE CO. BERHAD Registration No. 197201000959 (12557-W) A Member Of The Pacific & Orient Group

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# **PRODUCT DISCLOSURE SHEET**

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

## Third Party Motorcycle Insurance Policy

Date:

### 1. What is this product about?

This policy provides insurance against liabilities to other parties for injury or death and damage to other parties' property.

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

This policy covers:

- Third party bodily injury and death; and
- Third party property loss or damage.

The other benefits provided under this policy are as follows:

- The total liability for third party bodily injury and death is unlimited, however the total liability is limited to RM3 million for third party property loss or damage in respect to one claim or series of claims arising out of one event;
- This policy will cover for the person's legal representatives for liability covered following the death of the person; and
- This policy will cover for the legal cost up to maximum of RM2,000 for defense of any charge including the charge of causing death by driving the vehicle.

Duration of cover is for one year. You need to renew the insurance cover annually.

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

The total premium that you have to pay consists of the standard coverage premium amount and additional coverage requested and may vary depending on the no-claim-discount (NCD) entitlement and the underwriting requirements of the insurance company.

The standard coverage premium amount is calculated based on the Motor Tariff and is determined by the following criteria:

- Type of vehicle
- All Rider; and
- Engine capacity of the vehicle.
- No Claim Discount (NCD)

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

Туре

Commissions paid to the insurance agent

- Stamp duty
- Services Tax (SST)

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

### Duty of Disclosure:

### a) Consumer Insurance Contract:

- 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.
- b) Non-Consumer Insurance Contract:
  - 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.
- You must disclose all material facts such as previous accidents and modification to engines.
- You must observe and fulfil the terms, conditions, endorsements, clauses or warranties of the policy.

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

10% of premiums

Amount

- RM10
- 6% of premiums

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

This policy does not cover certain losses, such as:

- Your own death or bodily injury due to a motor accident;
- Your liability against claims from passengers in your vehicle;
- Loss, damage or liability arising from an act of nature i.e. flood, storm or landslide;
- Death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from your vehicle; and
- Death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by you or by your authorized driver.

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 at any time by giving written notice to us;
- You shall within seven days from the date of cancellation under the above bullet point, surrender the certificate
  of insurance to us or if it has been lost or destroyed, to provide us with a statutory declaration to that effect;
- Upon cancellation, you are entitled to a refund of the premium based on short-period rates, where any
  minimum premium paid (exceeding 8 months) under the policy is not refundable;
- We may also cancel this Policy by giving You 14 days written notice by registered post to your last known address; and
- In the case of cancellation by us, you shall be entitled to a pro-rata refund of the unexpired premium calculated from the date of receipt by us of the certificate or a statutory declaration in the event that the certificate is lost or destroyed.

#### 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 motor insurance, please refer to the *insurance info* booklet on 'Motor Insurance', available at all our branches or you can obtain a copy from the insurance agent or visit www.insuranceinfo.com.my.

If you have any enquiries, please contact us at:

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#### 10. Other types of motor insurance cover available:

Comprehensive cover

### IMPORTANT NOTE: YOU MUST ENSURE THAT YOUR MOTORCYCLE IS INSURED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THE AMOUNT YOU CAN CLAIM. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE 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.

Pacific & Orient Insurance Co. 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 14.02.2019.