

PRODUCT DISCLOSURE SHEET

Read this Product Disclosure Sheet before you decide to take up the Contractor's All Risks Insurance Policy. Be sure to also read the general terms and conditions.

CONTRACTOR'S ALL RISKS INSURANCE

1. What is this product about?

This policy is designed to meet the insurance obligations placed upon you under the contract conditions. The policy covers the works to be executed in accordance with the contract, temporary works, materials, construction plant/equipment, construction machinery brought into the site and your legal liabilities to third parties arising out of the performance of the contract.

2. What are the covers / benefits provided?

This policy provides the following coverage :-

(a) Section 1 – Material Damage

Covers any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the contract works and items insured during the period of insurance.

(b) Section 2 – Third Party Liability

Indemnifies you for sums which you shall become legally liable to pay as damage consequence upon:-

- (I) accidental bodily injury to or illness of third party
- (II) accidental loss or damage to property belonging to third party

With the payment of additional premium, the cover of this policy may be extended to include the following special extensions:-

- Strike, Riot and Civil Commotion
- Extended Maintenance
- Extra Charges for overtime, night work, work on public holidays, express freight
- Extra charges for airfreight
- Inland transit
- Designer's Risk
- Cover for insured contract works taken over or put into service

3. How much premium do I have to pay?

The premium you have to pay may vary depending on the risk exposure, the extensions you required and any special underwriting requirements of the insurance company

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

In addition to the premium, you have to pay:	Amount
a. Service Tax	6% of premium
b. Stamp duty	RM 10.00

The premium that you have to pay includes the commissions paid to the intermediaries, if any, amounting to 15% of the premium.

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 fulfill the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy. You must ensure that your property is insured at the appropriate amount as follows:-

- (a) Contract works – the full value of the contract works at the completion of the contract
 - (b) Construction Plant/Equipment and Construction Machinery – the replacement value of plant/equipment and machinery
- If the sum insured stated in the Schedule is less than the amount required to be insured at the time of loss, you are deemed to be self-insuring the difference. The average condition will apply in the event of a claim.

Contribution Condition: If at the time of any loss, damage or liability covered under the Policy there shall be any other insurance covering the same loss, damage or liability, we shall not be liable to pay or contribute more than its rateable proportion for such loss, damage or liability.

6. What are the major exclusions under this policy?

This policy does not cover:-

- wilful acts or wilful negligence
- wear and tear
- faulty design
- the cost of replacement, repair or rectification of defective material and/or workmanship
- consequential loss of any kind or description whatsoever
- loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract
- Mechanical and/or electrical breakdown or derangement of construction plant and machinery
- War, Civil War and any act of Terrorism
- Radioactive and nuclear energy risks

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

7. Can I cancel my policy?

There is no cancellation condition under this 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 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 third party 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 XXXXX

One SK Risk Solution Sdn Bhd
36, Jalan 19, Taman Desa Jaya,
52100 Kepong Kuala Lumpur
Tel: 6017-2286727
Email: sookkwan@onesk.com.my

12. Other types of similar insurance cover available?

Erection All Risks Insurance

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 as at 01/09/2018.