

PRODUCT DISCLOSURE SHEET -**BizCare Legal Shield Insurance** 

(Please read this Product Disclosure Sheet before you decide to take up a BizCare Legal Shield Insurance. Be sure to also read the general terms and conditions stated in the policy).

Our Reference : V0324

Name of Financial: Liberty General Insurance Berhad Service Provider

Formerly known as AmGeneral Insurance

Berhad

Name of Product : BizCare Legal Shield Insurance

Date : March 2024

# **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 the 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 this Proposal Form is inaccurate or has changed

#### 1. What is this product about?

BizCare is an All-in-One comprehensive insurance package. It is a kind of policy that is broad enough to ensure that you have sufficient cover, but at the same time is tailored so that you do not have duplication of cover - which often happens when you purchase separate policies. There are eleven sections to suit any business.

# 2. What are the covers / benefits provided?

It provides extensive coverage for:

(Note: Section 1 and 12 are compulsory, remaining sections are optional. Cover provided with respect to Sections 2 to 11 will be for the sections opted by you and mentioned in the Policy Schedule.)

This section provides you with the coverage for your building and its contents and covers loss or damage by fire, lightning, and explosion by domestic gas.

Covers loss or damage to your building due to fire, lightning and explosion caused by gas used for domestic purposes.

· Loss of or damage to your building by named perils such as aircraft damage, earthquake and volcanic eruption, storm tempest, flood, explosion, impact damage, bursting or overflowing of water tanks, bush/lalang fire, subsidence & landslip and riot strike and malicious damage

# **Section 2: Fire-Con-Loss**

This section indemnifies insured against financial loss and additional expenses incurred due to and arising from loss of or damage to property insured under the Fire Policy.

# Section 3: Limited All Risks

Loss or damage to office equipment, computers & peripherals, furniture & fittings, plant and machinery and the like including notebooks or laptop while kept in the premises (excluding 1) mobile phones & 2) notebooks or laptops whiles not kept in the premises) by an accident unless specifically excluded

· This section covers accidental damage only.

# Liberty General Insurance Berhad 197801007153 (44191-P) Formerly known as AmGeneral Insurance Berhad

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur. P.O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

Tel: +603 2268 3333 Website: www.libertyinsurance.com.my

(Service Tax Registration No.: B16-1808-31015443)



#### **Section 4: Burglary**

This section covers loss of or damage to the property insured whilst contained in the business or trade premises arising from:

- Theft consequent upon actual forcible and violent entry into the insured premises '
- Damage to the property insured or to the premises due to theft or attempt thereat Cover can be arranged on the basis of:
- First Loss Where the Sum Insured is an estimate of the maximum probable loss in the event of any one burglary attempt

#### Section 5: Money

This section is intended to protect retail business establishment against loss of money whilst in the premises and which may be carried by messengers, or employees of the insured whilst in transit from one place to another, whilst open for business and /or whilst kept in a locked safe overnight.

#### · Money in transit

Loss of money whilst it is being transported from Insured's premises to the bank and vice versa whilst accompanied by then Insured's authorized employees.

#### Money in premises during business hours

Loss of money whilst kept in the premises and money contained in locked safe / strongroom as a result of theft or hold-up accompanied by violence committed by persons other than the Insured's employees.

# Damage to locked safe or strongroom by theft

Loss or damage to safe and strong room resulting from theft or any attempt thereat.

# Section 6: Plate Glass

This section covers accidental breakage of fixed glass, which shall be considered plain or of ordinary glazing quality from any cause other than those specifically excluded. In the event of breakage of any item of glass specified in the policy schedule, we will pay for or make good the intrinsic value of the glass together with the cost of any necessary boarding up pending its replacement.

Breakage shall not include damage by scratching of any item of glass.

# Section 7: Public Liability

The **Public Liability Insurance** is designed to protect the insured in respect of his legal liability to pay compensation for accidental bodily injury to or accidental damage to the property of members of the public caused by or through the negligence of the insured or his employees or by defects in the premises and includes legal charges and expenses.

The company shall indemnify the Insured against all sum which the Insured shall become liable at law for damages and claimant's costs and expenses in respect of: -

- Accidental bodily injury to any person not being a member of the Insured's household or any person in the service of the Insured.
- b) Accidental damage to property not belonging to or in the custody or control of the Insured.
- c) Any legal expenses incurred by the Insured in defending legal proceedings with the Company's written consent.

# Section 8: Employer Liability

This section indemnifies the Insured against liability under the law to pay compensation and claimant's costs and expenses in respect of the injury for which he is liable and in addition to pay all costs and expenses with the Company's written consent. Employees to be covered include local employees who are not eligible for contribution to the SOCSO scheme.

# Section 9: Fidelity Guarantee

**Fidelity Guarantee** insurance indemnifies the employer against loss of monies or goods as a result of specific acts of fraud or dishonesty committed by any employee and discovered during employment or within six months after the resignation, death, dismissal or retirement of the employee or within six months of the termination of the policy, whichever happens first.

The loss must be sustained:

- i. In connection with the Insured employee's employment and duties;
- ii. During the period of guarantee and renewal thereof;
- iii. During the uninterrupted employment of such employee;
- iv. And discovered during the period of guarantee or within six months thereafter.



#### Section 10: Group Personal Accident

This section provides compensation for injuries, disability or death caused solely by violent, accidental, external and visible events.

#### Section 11: Terrorism Insurance

This section covers physical loss of or damage to property belonging to or held in trust by the insured at the situation mentioned in the schedule caused by an act of Terrorism or Sabotage.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

# Section 12: Commercial Legal Expenses Insurance

Will pay you for Legal Expenses incurred in respect of the following: -

- a) Commercial Contract Disputes
- b) Defending Criminal Prosecution
- c) Employment Disputes
- d) Property Disputes
- e) Personal Data Protection Act 2010
- f) Suspension of Statutory Licence
- g) Employees Breach of Restrictive Covenants in Employment Contracts.

The Legal Shield Section provides you with access to unlimited legal advice throughout the policy via legal helpline.

# The legal helpline:

- Is staffed by full qualified lawyers
- Has unlimited usage you can call as many times as you need
- · Gives telephone advice on all areas of Malaysian law including contract, employment and property
- Will help you avoid disputes and problems arising
- Saves you money by giving access to advice when you need it most

Major Exclusions: Any claim arising out of or in connection with;

- Investigation by any inland revenue authority.
- Any disputes or legal proceeding in respect of which you are entitled to payment under any other insurance policy.
- Driving whilst under the influence of alcohol and/or drug or speeding.
- Failure to insure a motor vehicle as required by law.
- Non-renewal of Driving Licence.
- Legal Expenses incurred without Our prior written consent.
- Fines or other penalties impose by a Court or Tribunal.
- Intentional wrongdoing.

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit <a href="www.pidm.gov.my">www.pidm.gov.my</a>).

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

For Fire Insurance, premium is calculated based on the trade of business or occupation, location of premises, type of goods, the classification of building construction and the sum insured. For other classes, the premium is predetermined.

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

The fees and charges that you will have to pay are:

Туре	Amount
Agent's commission or where there is an interdiary involved	
Fire, Consequential Loss, Terrorism Insurance, Commercial	
Legal Expenses	15%
Other Insurance Classes	15%
Stamp duty	RM10.00
Service Tax	Subject to the prevailing rate as imposed by the Government of Malaysia



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

Some of the key terms and conditions that you should be aware of are:

- a) Importance of disclosure you must give all the facts in your application form fully and faithfully.
- b) You must ensure that your property is insured at the appropriate amount.
- c) In the event of a loss, we will pay you the insured value or the market value of the insured property, whichever is lower (other than building).
- d) If there is any other insurance covering the same liability, we are not liable to pay more than the rateable proportion.
- e) In the event of a claim, you must take immediate steps to minimize the damage and recover any missing property.

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

We shall not be liable for loss or damage caused by or happening through:

- a) vermin insects mildew wear and tear depreciation or other deterioration or any process of repairing restoring or renovating.
- b) loss / damage due to war, radioactive contamination, and sonic booms.
- c) any accident loss damage or liability caused by nuclear weapons material.

(Note: This list is non-exhaustive. Please refer to the policy for the full list of exclusions under this policy.)

# 7. Can I cancel my policy and how do I cancel it?

You may cancel your policy at anytime by giving written notice to our company. Upon cancellation, you are entitled to a refund of the premium based on short-period rate, where any minimum premium paid under the policy is not refundable.

# 8. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes to your contact details. This is to ensure that all the correspondence will reach you in a timely manner.

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

Should you require additional information, please visit our website at <u>www.libertyinsurance.com.my</u> or contact any of our branches nationwide, or:

# Liberty General Insurance Berhad Liberty Insurance Tower.

CTO Devilies Demonsors Heigh

CT9, Pavilion Damansara Heights,

3, Jalan Damanlela,

Pusat Bandar Damansara,

50490 Kuala Lumpur.

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Email : <a href="mailto:customer@libertyinsurance.com.my">customer@libertyinsurance.com.my</a>
Website : <a href="mailto:www.libertyinsurance.com.my">www.libertyinsurance.com.my</a>

# **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 OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is valid as at March, 2024.