

# Product Disclosure Sheet - Contractor's All Risks Insurance

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



## 1. What is this product about?

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This policy is designed to meet the insurance obligations placed upon Contractors under the contract conditions. The policy provides cover for loss or damage to your Contract Works and your liabilities to third parties arising from you carrying out the Contract Works.

This policy can be a Consumer and a Non-Consumer Policy. Consumer Insurance Policy means a contract of insurance entered into, varied or renewed by an individual wholly for his/her own purposes unrelated to the individual's trade, business or profession.

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

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- Section I - Material Damage  
It covers almost any sudden and unforeseen physical loss or damage occurring (except as specifically excluded in the policy) to the contract works/property/ items insured, during the period of insurance.
- Section II - Third Party Liability  
This section is in respect of third party liability for which we shall become legally liable to pay as damages consequent upon:
  - Accidental bodily injury to or illness of third party
  - Accidental loss or damage to property belonging to third party

The period of cover is the duration of your Contract Works, including the Defects Liability or Maintenance Period of your contract and Testing and Commissioning.

Note: The description on the available cover is only a brief summary for quick and easy reference. The precise terms and conditions that apply are stated in the policy contract.

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

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The premium charges are varies depending on the scope and nature of your Contract Works, and our underwriting requirements.

Sum Insured - RM \_\_\_\_\_  
Rate - \_\_\_\_\_%  
Estimated Total Premium - RM \_\_\_\_\_

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

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- Stamp Duty - RM 10.00
- Tax (where applicable) - 6% on the premium (included in the premium)
- Commission paid, if any, to the Insurance Intermediary (included in the premium) - maximum up to 15% of premium

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

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- Importance of disclosure

Your duties to us

- 1 Duty for Consumer Insurance Policy
  - 1.1 If this Policy is a Consumer Insurance Policy, then You must take reasonable care:
    - (a) not to make a misrepresentation to Us when answering any questions we ask in the proposal form;
    - (b) when renewing this Policy, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy; and
    - (c) to disclose to Us any matter, other than what We have asked in (a) and (b) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.
  - 2 Duty for non-Consumer Insurance Policy
    - 2.1 If this Policy is not a Consumer Insurance Policy, then You have a duty to disclose to Us any matter that:
      - (a) You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied; or
      - (b) a reasonable person in the circumstances could be expected to know to be relevant.
  - 3 Consequences of Breach of Duty
    - 3.1 If this is a Consumer Insurance Policy, breach of Your duty as stated above may result in Us avoiding the Policy and refusing all claims, or the terms of the Policy being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.
    - 3.2 If this is a non-Consumer Insurance Policy, breach of Your duty stated above may result in Us avoiding the Policy and refusing all claims.
  - You must take all ordinary and reasonable precaution for the safety of the property insured.
  - Premium Warranty - The premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate. Failure to pay the premium within this period, the contract is automatically cancelled and The Company is entitled to the pro rata premium on the period you have been on risk.
  - Excess, being the amount you have to bear before we indemnify you.

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

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

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This policy does not cover the following:

- War and related risks
- Any act of Terrorism
- Radioactive and nuclear energy risks
- Willful acts or willful negligence
- Cessation of work
- Wear & Tear
- Faulty Design
- The cost of replacement, repair or rectification of defective material and/or workmanship
- Consequential loss of any kind

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

## 7. Can I cancel my policy?

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There is no cancellation condition under this Policy.

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

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It is important that you inform us of any change in your organization's contact details to ensure that all correspondence reaches in a timely manner. You can write in / fax us at the address / fax number below.

## 9. Where can I get further information?

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Should you require additional information about Contractor's All Risks Insurance, you can contact us at our branches nationwide, your insurance intermediary or visit [www.chubb.com/my](http://www.chubb.com/my).

If you have any queries, please contact us at:

Chubb Insurance Malaysia Berhad  
Registration Number: 197001000564 (9827-A)  
Wisma Chubb  
38 Jalan Sultan Ismail  
50250 Kuala Lumpur  
O +6 03 2058 3000  
F +6 03 2058 3333  
E [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)  
W [www.chubb.com/my](http://www.chubb.com/my)

## 10. Other types of similar insurance cover available

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None

### IMPORTANT NOTE:

YOU SHOULD SATISFY YOURSELF THAT THIS POLICY WILL BEST SERVE YOUR NEEDS AND THAT THE PREMIUM PAYABLE UNDER THIS POLICY IS AN AMOUNT YOU CAN AFFORD. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND CONTACT CHUBB INSURANCE MALAYSIA BERHAD DIRECTLY FOR MORE INFORMATION.

This product disclosure sheet is prepared in both the English and Malay versions. In the event of any inconsistencies between the two (2) versions, the English version shall prevail.

Please be reminded that:

- you have a duty to take reasonable care to provide us or our intermediary with all relevant information in order for us to provide you with the most suitable financial products and by withholding any information which we or our intermediary request for, or providing inaccurate information, we may not be able to recommend you a suitable financial product to cater to your needs;
- you should read and understand the contract terms and discuss further with us or our intermediary if there are any terms that you do not understand, before accepting the policy contract.

By accepting the policy contract, you would acknowledge that our intermediary or Chubb personnel had explained to you clearly on the policy contract coverage and key contract terms, and that the policy contract offered is suitable for your insurance needs.

The information provided in this disclosure sheet is valid as at 23/04/2020.

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.

Chubb Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.