



# PACIFIC & ORIENT INSURANCE CO. BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

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SST Registration No./ No. CP - W10-1808-31021805

## PRODUCT DISCLOSURE SHEET

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

## Driver Personal Accident Insurance Policy

Date: \_\_\_\_\_

### 1. What is this product about?

This policy provides compensation for bodily injury, permanent disablement and death caused solely by violent, accidental, external and visible events while driving a commercial vehicle or taxi.

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

This policy covers:

- Accidental death.
- Permanent disablement.

*Note: Please refer to the Table of Benefits in the Driver Personal Accident Insurance policy contract for compensation for death and permanent disablement.*

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

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

The total premium that you have to pay may vary depending on the types of vehicles, number of covered person and the underwriting requirements of the insurance company.

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

Type	Amount
▪ Commissions paid to the insurance agent	▪ 25% of premiums
▪ Stamp duty	▪ RM10
▪ Service Tax (SST)	▪ 6% of premiums

### 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 ensure that the proposal form is completed accurately as it forms the basis of the insurance.
- Only the registered owner of vehicle or the named driver with valid driving license is covered.
- The covered person(s) age shall not be less than 16 years and not more than 65 years of age.
- The insurance shall not commence until the premium in full has been actually paid to and accepted by us.
- Upon the happening of any accident likely to give rise to a claim under this policy, you shall within 30 days after the happening of such accident give notice to us with full particulars of the accident and injuries.
- You must observe and fulfil the terms, provisions, conditions, clauses and endorsement of this policy.

*Note: This list 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?

This policy does not cover certain losses, such as:

- Injuries and death caused directly or indirectly, wholly or partly due to the accident while driving the vehicle specified in the policy:
  - a) By bacterial infections except septicaemia related directly to the injury;
  - b) By any other kind of diseases and/or allergic reactions including but not limited to those caused by insects or mosquito bites;
  - c) While the driver is under the influence of liquor or drugs (unless administered under the order of a qualified medical practitioner and which does not affect his ability to drive);
  - d) While the driver is in a state of insanity or mentally impaired for any reason whatsoever;
  - e) While the vehicle is used or being used for illegal and/or criminal, business, pursuits, purposes and/or objectives or in attempt thereof;
  - f) While the vehicle is used as an unlicensed common carrier or without the insured's permission;
- Suicide or any attempt thereat (sane or insane); and
- Injuries and death occasioned by war, invasion, act of foreign enemy, hostilities or wartime operations (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, guerilla or urban guerrilla activities, act of terrorism, martial law, or state of siege.

*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;
- Upon cancellation, you are not entitled to any refund of the premium except under special consideration granted by us;
- We may be at liberty to cancel this policy at any time by giving you 14 days notice by registered letter to your last known address as appearing in our records; and
- In the case of cancellation by us, we shall return to you on demand a proportionate part of the premium corresponding to the unexpired period of insurance.

## 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 personal accident insurance, please refer to the *insuranceinfo* booklet on 'Personal Accident Insurance', available at all our branches or you can obtain a copy from the insurance agent or visit [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my).

If you have any enquiries, please contact us at:

Pacific & Orient Insurance Co. Berhad  
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No. 10, Jalan Raja Laut,  
50350 Kuala Lumpur.  
Tel : 03-2698 5033  
Fax : 03-2693 8145  
E-mail : [poi2u@pacific-orient.com](mailto:poi2u@pacific-orient.com)

## 10. Other types of personal accident insurance cover available

- Personal Accident (Group PA)
- Continental Personal Accident
- PA 10 Plus

### **IMPORTANT NOTE:**

**YOU ARE ADVISED TO NOTE THE SCALE OF BENEFITS FOR DEATH AND DISABLEMENT IN YOUR INSURANCE POLICY. YOU MUST NOMINATE A NOMINEE AND ENSURE THAT YOUR NOMINEE IS AWARE OF THE PERSONAL ACCIDENT POLICY THAT YOU HAVE PURCHASED. 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 01.01.2021.