



### IMPORTANT NOTE

Please read this Product Disclosure Sheet before you decide to take out a **Professional Indemnity Insurance Policy**. Be sure to also read the general terms and conditions stated in the policy.

## 1. What is this product about?

We will indemnify you against the breach of professional duty, by reason of any negligent act, error or omission, whether committed or alleged to have been committed by you in your professional capacity during the Period of Insurance.

This coverage usually is issued on a Claims Made Basis policy i.e. the claim must be made in writing against you during the policy period provided always that any negligent act, error or omission happened during the policy period on or after retroactive date (if it is covered under the policy).

Retroactive date is date after which losses may occur and be covered under this policy.

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

This policy covers :

For claims brought against you, your partner or your employee due to your professional negligence by reason of any negligent act, error or omission, whether committed or alleged to have been committed.

- Up to the limit of liability in the aggregate of all claims under this policy as per the sum stated in the schedule which you may become legally liable to pay as damages.
- The cost and expenses incurred with our written consent in the defence or settlement of any claim to which the policy applies. Our maximum liability to pay for damages and such costs and expenses shall not exceed the Limit of Liability stated in the schedule.

Duration of cover is for one year. You need to renew your 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 limit of liability, number of partners, gross annual fees, the risk exposure, the deductible you are willing to bear and the extensions to basic cover required.

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

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

- Service Tax is chargeable on the premium at the prevailing rate, where applicable
- Stamp Duty of RM10.00
- Agent's Commission (if any) which is 15% of the premium

## 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:

- **Duty of disclosure**

You must give all the facts in your application form fully and faithfully otherwise your policy may be void.

- **Duty of Assured**

You shall take all reasonable precautions and comply with all reasonable recommendations to prevent loss, damage or liability and comply with statutory requirements.

- **No Admission of Liability**

You should not admit to liability, offer, promise or pay the claimant without our written consent.

- **Change in Risk**

You must inform us or your agent in writing on any material changes during the policy period so that the necessary amendments are endorsed into your policy.

- **Sum Insured**

You must ensure that your limit of liability is adequate to cover your exposure.

- You must declare your exact nature of your work, fees and claims experience (if any)

- **Retroactive Date**

Where a retro active date is covered under this policy, this insurance will not apply to claims made against the Insured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the said retroactive date.

- **The Deductible (if any)**

Is the amount of loss you have to bear if in the event of a claim.

- **Premium Warranty**

Except for projects risk where period of cover could be less than 60 days, the annual policy is subject to Premium Warranty. Please ensure to pay your premium within 60 days from the policy inception date.

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

**This insurance does not cover:**

- Dishonesty of employees
- Bodily injury & property damage to third party
- Pollution
- Insolvency or bankruptcy
- Failure to comply with the time limits
- Claim caused by poor workmanship and/or material
- Libel & Slander
- Loss of Documents
- Liability Assumed
- Fines, penalties, punitive damages or exemplary damages
- Joint Venture Works

(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 and how do I cancel it?

You may cancel your policy at any time by giving written notice to us. Upon cancellation, you are entitled to a refund of the premium less premium based on our short period rates for the period of the policy which has been in force, subject to the minimum premium to be retained by us. No refund premium is allowed if there is a claim under the 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 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 about this product or any other types of insurance products, you may contact us directly or any of our branches or your insurance agent at your convenience. Alternatively, you may visit our website at [www.tuneprotect.com/my](http://www.tuneprotect.com/my)

## 10. Tune Insurance Malaysia Berhad contact details

Tune Insurance Malaysia Berhad  
Level 9, Wisma Tune, No 19, Lorong Dungun,  
Damansara Heights, 50490 Kuala Lumpur

**Telephone** 1800 88 5753  
**Fax** +603 2094 1366  
**Email** [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)



### **IMPORTANT NOTE**

YOU MUST ENSURE THAT YOUR PROPERTY IS INSURED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.