

Product Disclosure Sheet - Chubb Contractors Pollution Liability II Insurance

Please read this Product Disclosure Sheet before you decide to take out the Chubb Contractors Pollution Liability II Insurance. Be sure to also read the general terms and conditions.



1. What is this product?

This policy provides protection against third-party environmental liabilities resulting from pollution conditions that might occur as a result of your work performed at the covered operations, including work performed by sub-contractor.

2. What are the covers / benefits provided?

This policy covers:

- Liability for third-party bodily injury, property damage or environmental damage resulting from pollution conditions caused by work performed by you or your sub-contractor at the covered operations;
- Remediation costs incurred by you such as emergency response to abate and/or respond to threats resulting from pollution conditions caused by work performed by you or your sub-contractor at the covered operations;
- Other costs and expenses incurred for all claims/liabilities within the policy coverage and limits.

The policy also offers professional liability coverage as an extension to this policy. Duration of cover is based on the duration of the contract/ project.

Note: The descriptions on the available coverages are only a brief summary for quick and easy reference. Please refer to the policy contract for the full details of covers/benefits under this Policy.

3. How much premium do I have to pay?

The premium you have to pay may vary depending on risk exposure and our underwriting requirements.

4. What do I have to pay in addition to the Premium?

- Stamp duty - RM10
- Tax (where applicable) - 6% on the premium (included in the premium)
- Commission (included in the premium) paid to the Insurance Intermediary (if any) - maximum up to 25% of premium.

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

- Importance of disclosure

Your duties to us for Consumer Insurance Policy

If this Policy is a Consumer Insurance Policy, before this Policy is entered into, varied or renewed, You must take reasonable care:

- (a) not to make a misrepresentation to Us when answering any questions We ask;
- (b) to disclose to Us any matter, other than what We have asked in (a) 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.

Your duties to us for non-Consumer Insurance Policy

As this Policy is not a Consumer Insurance Policy, before this policy contract is entered into, varied or renewed, 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.

“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.

A non-Consumer Insurance Policy is a policy other than a Consumer Insurance Policy.

Your duties of disclosure shall continue until the time the contract is entered in, varied and renewed.

- There are appropriate limits of liability taken up.
- There is a deductible/excess amount which you have to bear before we pay a claim. This is provided in the Declarations of the policy contract.
- In the event of any occurrence that likely to give rise to a claim, you have to give written notice to the Insurer of such claim as soon as possible after it comes to your knowledge.

Note: The above is a summary of certain key terms and conditions of the Policy and is non-exhaustive. Please read the policy contract for the full terms and conditions of the insurance.

6. What are the major exclusions under this policy?

This Policy does not provide coverage for and will not pay any claims or losses resulting from:

- Asbestos
- Contractual Liability
- Employer’s Liability
- Internal expenses for services performed by the salaried staff and any employees
- Pollution resulting from the use, maintenance of operation of an automobile, aircraft or other conveyance.
- War or terrorism

Note: This list is non-exhaustive and not for all the sections. Please refer to the policy contract for the full list of exclusions.

7. Can I cancel my policy?

You may cancel the policy by giving written notice to the Insurer. Upon cancellation, any refund of the premium would be based on the terms and conditions stipulated in the policy contract.

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

It is important that You inform your insurance intermediary or 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 Chubb Contractor Pollution Liability II Insurance, You can contact Your insurance intermediary, or contact us at our branches nationwide or at:

Chubb Insurance Malaysia Berhad
Registration No. 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
W www.chubb.com/my

10. Other types of similar insurance cover available

None

IMPORTANT NOTE:

YOU SHOULD SATISFY YOURSELF THAT THIS INSURANCE 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 DISCUSS WITH THE INSURANCE INTERMEDIARY OR CONTACT CHUBB INSURANCE MALAYSIA BERHAD DIRECTLY FOR MORE INFORMATION.

This product disclosure sheet is prepared in both English and Bahasa Malaysia versions. In the event of any inconsistencies between the English and Bahasa Malaysia 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 15/06/2020.

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.