

Product Disclosure Sheet - Cyber Enterprise Risk Management

Please read this Product Disclosure Sheet before you decide to take out the **Cyber Enterprise Risk Management** Insurance Policy. Be sure to also read the general terms and conditions.



1. What is this product about?

The policy addresses the liability of companies arising from data breach, consequences of business interruption incident or cyber incident.

2. What are the covers / benefits provided?

This policy provides cover for:

- Business interruption loss due to a network security failure or attack, human errors, or programming errors
- Data and system recovery costs including repair and recovery
- Incident response and investigation costs, supported by a 24/7 multilingual incident reporting hotline and on-demand vendors
- Delay, disruption, and acceleration costs from a business interruption event
- Crisis communications and reputational mitigation expenses
- Liability arising from failure to maintain confidentiality of data
- Liability arising from unauthorised use of your network
- Network or data extortion / blackmail (where insurable)
- Media content liability
- Regulatory investigations expenses

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

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 that you have to pay may vary depending on various factors including but not limited to the limit of liability, claim experience, risk exposure and our underwriting requirements.

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

- 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 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.

- The policy covers wrongful acts committed and claims made anywhere in the world.
- You should not admit liability, offer, promise or pay to claimant without our written consent.
- You shall give written notice to us as soon as practicable of a claim.
- There is a deductible/excess amount which you have to bear before we pay a claim. This is provided in the schedule of the policy.

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 loss on account of any claim:

- Prior knowledge
- Pending or prior proceedings
- Conduct of committing or permitting any wilful breach of duty, or violation, of any laws
- Intentional wrongful collection or use
- Discrimination or Employment Practices
- Breach of any express, implied, actual or constructive contract, warranty, guarantee or promise
- Bodily injury and property damage
- Infrastructure outage
- War
- Wear and Tear and Governmental Authority Intervention

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

7. Can I cancel my policy?

You may cancel your policy by giving 30 days written notice to the insurance company. Upon cancellation, any refund of the premium would be based on the conditions stipulated in the policy contract.

8. What do I need to do if there are changes to my contact 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 our Cyber Enterprise Risk Management Insurance, you can contact your insurance intermediary, or contact us at our branches nationwide or 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
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 Malay languages. In the event of 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.