

Product Disclosure Sheet

Chubb Elite V Directors & Officers Liability Insurance

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to [PIDM's TIPS brochure](#) or contact [Chubb Insurance Malaysia Berhad](#) or PIDM (visit www.pidm.gov.my).

Dear Customer,

This Product Disclosure Sheet (PDS) is designed to provide you with some key information on your Chubb Elite V Directors & Officers Liability Insurance.

Other customers have read this PDS and found it helpful; **You should read it too.**

1. What is Chubb Elite V Directors & Officers Liability Insurance?

The Chubb Elite V Directors & Officers Liability Insurance policy provides financial protection for directors and officers in the event they are sued in the course of performing their duties. In addition to indemnification of payment of judgments or settlements, this policy also reimburses the defence costs.

2. Know Your Coverage

You will receive the following **coverage**:

This policy covers:			This policy excludes:																											
<p>We will pay to or on behalf of the Director &/or Officer, Shadow Director &/or an Employee ("Insured Person") on loss resulting from his/her actual, alleged or proposed breach of trust, error, omission, misstatement, misleading statement, misrepresentation, defamatory statement, libel, slander, neglect or breach of duty or any other matter claimed against the Insured Person. This cover only applies when the claim is first made and reported to us during the Policy Period, or Discovery Period if applicable.</p> <p>We will pay to or on behalf of the Company, all loss resulting from any violation of securities laws against the Company. This cover only applies when such claim is first made and reported to us during the Policy Period, or Discovery Period if applicable.</p>																														
<p>The following are extensions provided by this policy:</p> <table border="1"> <tbody> <tr> <td>Preservation of Side A Limit</td><td>Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses</td><td>Interpretive Counsel – International Securities Laws</td></tr> <tr> <td>Additional Excess Limit for Non-Indemnifiable Loss</td><td>Extradition Proceedings</td><td>Environmental Violation</td></tr> <tr> <td>Subsidiaries</td><td>Prosecution Costs</td><td>Cyber Privacy and Confidentiality</td></tr> <tr> <td>Emergency Costs and Expenses</td><td>Civil Fines and Civil Penalties</td><td>Mitigation of Loss</td></tr> <tr> <td>Retired Director or Officer Cover</td><td>Occupational Health & Safety and Corporate Manslaughter</td><td>Reinstatement of Limit if a Recovery</td></tr> <tr> <td>Takeovers and Mergers Run-Off</td><td>Pre-investigation Costs</td><td>Continuous Cover</td></tr> <tr> <td>Outside Directorship</td><td>Foreign Liberalisation</td><td>Advancement of Costs and Expenses</td></tr> <tr> <td>Management Buy-outs</td><td>Indemnity to the Company for Shareholder Costs</td><td></td></tr> <tr> <td>Tax</td><td>Derivative Investigation Hearing</td><td></td></tr> </tbody> </table>			Preservation of Side A Limit	Bail Bond Costs, Crisis Costs, Public Relations Expenses & Reputation Protection Expenses	Interpretive Counsel – International Securities Laws	Additional Excess Limit for Non-Indemnifiable Loss	Extradition Proceedings	Environmental Violation	Subsidiaries	Prosecution Costs	Cyber Privacy and Confidentiality	Emergency Costs and Expenses	Civil Fines and Civil Penalties	Mitigation of Loss	Retired Director or Officer Cover	Occupational Health & Safety and Corporate Manslaughter	Reinstatement of Limit if a Recovery	Takeovers and Mergers Run-Off	Pre-investigation Costs	Continuous Cover	Outside Directorship	Foreign Liberalisation	Advancement of Costs and Expenses	Management Buy-outs	Indemnity to the Company for Shareholder Costs		Tax	Derivative Investigation Hearing		<ul style="list-style-type: none"> • Dishonest or improper conduct • Known prior matters and notifications • Insured v Insured (applicable to USA only) • Employee Retirement Income Security Act of 1974 (USA) • Bodily injury/property damage • Professional Services
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The list of coverages and exclusions in this table is **non-exhaustive**. Please read your policy for the full list of terms and conditions.

The duration of coverage is 1 year. You need to renew your policy annually.

3. Know Your Obligations

For this insurance policy and any additional/optional cover requested, the exact premium sum will be determined based on various factors, including your business activity/ scope of work, Limit of Liability, total annual revenue/ total asset size, control and risk management, location of risk, loss history in the past 5 years.

Please reach out to us/your servicing intermediary to obtain a quote.

You also have to pay the following fees and charges:

Stamp duty (if applicable)	RM 10.00
Commission (if applicable)	Maximum up to 25% of the premium
Other applicable charges	8% service tax

4. Other Key Terms

- Your duty of disclosure
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.
- You must at your own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimise any actual or potential loss arising from any claim.
- You should not admit liability, offer, promise or pay to claimant without our written consent.
- There is an Excess amount which you have to bear before we pay a claim. This is provided in the schedule of the policy.
- You shall give written notice to us as soon as practicable of a claim.
- The policy is subjected to sixty (60) days premium warranty, i.e. premium due must be paid and received by the Insurer within sixty (60) days from inception. Failing which, the policy is automatically cancelled, and sixty (60) days pro-rated premium shall be payable to us.

Note: This list is **non-exhaustive**. Please read your policy contract for the full list of terms and conditions.

5. Can I cancel my Policy?

Yes. You may cancel your policy at any time by giving a written notice to us. Upon cancellation, you are entitled to receive a pro rata refund of premium for the unexpired Policy Period subject to policy terms and conditions.

If You have any questions or require assistance on Your insurance product, You can:

Call Us at: 603-2058 3000

Visit Us at: <https://www.chubb.com/my-en/contact-us/product-enquiry.html>

Email Us at: Inquiries.MY@chubb.com