



# PRIVATEEDGE MANAGEMENT LIABILITY INSURANCE POLICY

PRODUCT DISCLOSURE SHEET

FEBRUARY 2024

Read this Product Disclosure Sheet before you decide to take out the PrivateEdge Management Liability Insurance Policy. Be sure to also read the policy wording for full terms and conditions.

## 1. What is this product about?

This policy provides financial protection for the directors/officers of your company in the event they are sued for a wrongful act whilst discharging their duties except to the extent that these directors/officers have been indemnified by the company for such loss.

In addition, this policy also reimburses your company for any loss arising from a wrongful act that it has indemnified in respect of that director/officer.

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

This policy covers the following:

- (a) Management Liability – we will pay to or on behalf of the director/officer for any loss except to the extent that such loss has already been indemnified by the company. We will reimburse the Company for any loss for which it has indemnified an Insured Person.
- (b) Excess Limit – we will pay a separate excess limit on behalf of the Policyholder's directors for any loss.
- (c) Shareholder Pollution Action and Pollution Condition Defence Costs – we will pay the loss resulting from any shareholder pollution action and defence costs attributable to a pollution condition
- (d) Breach of Contract – we will pay the defence costs relating to breach of contract claims
- (e) Identify Fraud coverage for the Company when any party other than an employee of the insured Company fraudulently represents the insured Company
- (f) Crisis Event – we will pay public relations expenses in mitigating the adverse or potential adverse effect on an company's reputation with respect to a crisis event.
- (g) Employment Practices Breach – we will pay the company for losses arising from a breach of employment practice.
- (h) Investigation Costs & Regulatory Crisis Events Costs – we will pay the investigation cost of each director/officer arising from an investigation and also the pre-investigation costs arising from a regulatory crisis event.
- (i) Corporate Manslaughter – we will pay the loss of the director/officer resulting from a claim for corporate manslaughter and public relation expenses for corporate manslaughter.
- (j) Bodily Injury & Property Damage Defence Costs – we will pay for defence costs of the directors for any claim arising out of bodily injury and/or property damage.
- (k) Emergency Costs – we will reimburse the company up to 10% of the limit of liability for defence costs exceeding the agreed retention.
- (l) Civil fines and penalties – we will pay the civil fine or penalty of the director/officer resulting from a claim where insurable by law
- (m) Discovery period – you are entitled to an automatic 90 day discovery period in the event this policy is not renewed or replaced.
- (n) Lifetime Run Off – we will provide an unlimited discovery period for any director/officer who has resigned or retired in the event the policy is not renewed, replaced or where such renewal or replacement does not cover the directors/officers who have resigned or retired. Please note that this feature does not apply if such director/officer resigns or retires due to a consolidation or merger resulting in the company ceasing to be an independent legal entity or persons who control more than 50% of the voting rights of the company.
- (o) Extradition Costs – we will pay costs of extradition proceedings/related appeal/judicial review applications brought against each director/officer.
- (p) Assets and Liberty Costs – we will pay the assets & liberty costs of each director/officer in relation to proceedings brought by governmental / regulatory authorities.
- (q) Public Relation Expenses – we will pay public relations expenses of each director/officer in mitigating the adverse or potential adverse effect on their reputation pursuant to a claim.
- (r) Court Attendance allowance



- (s) Automatic New Subsidiary – coverage under this policy will also extend to any entity that becomes a subsidiary of the company provided that the entity does not have its securities listed in USA or is not an investment vehicle.
- (t) Continuous Cover – we will pay the loss resulting from any claim made against the director/officer which should have been notified in the previous policy period provided that the policy has been renewed with us continuously
- (u) Tax Liability – we will pay the unpaid personal tax liability of any director/officer as a result of the financial difficulty of the Company
- (v) Data Protection Liability – we will pay the loss of director/officer as a result of a data protection breach.

**3. What is the premium I have to pay?**

The premium is stated on the Instant Quote Pad based on the assets size of the company and the limit of liability required.

A higher limit of liability options are also available on request and are subject to underwriting. The premium is calculated according to various factors, of which the main factors are:

- Nature of Business
- Limit of Liability
- Board of Directors/Management Team’s Experience
- Financial Position of the Company
- Income/Turnover
- Geographical Spread
- Claim Experience

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

Type	Amount
Service Tax (with effect from 1 March 2024, when applicable)	8% of Gross Premium
Stamp Duty	RM 10
Commission paid to the insurance agent (when applicable)	Up to maximum 25%

**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:

- Importance of Disclosure: You should disclose to the best of your knowledge all material facts and confirm all the declarations are true and correct; otherwise your policy may be invalidated
- No Admission of Liability: You should not admit liability, offer, promise or pay to claimant without our written consent
- Premium Warranty: The premium due must be paid and received by us within 60 days from the inception date of the policy / endorsement/ renewal certificate
- If you fail to pay the premium within the period, your policy will be automatically cancelled and we are entitled to the pro rata premium on the period you have been on risk.

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

This policy does not provide coverage for and will not pay any claims or loss resulting from:

- fraudulent, criminal and dishonest conduct
- prior claims and circumstances
- bodily injury and property damage
- claims brought by or on behalf of the company, director/officer or outside entity to which the director/officer serves as an outside director
- pollution exclusion
- public offering of securities by a company
- acquisition of public entity
- failure to perform professional services or related back office support services
- USA/ Canada Exclusion
- Sanctions : The insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulations which would



expose the insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation

- any wrongful act committed after the effective date of a merger or consolidation of the company or person having control of more than 50% of the voting rights of the company

**Note: This list is non-exhaustive; please refer to the policy wording for full terms and conditions.**

**7. Can I cancel my policy?**

This policy may not be cancelled except for non-payment of the premium by the Policyholder.

**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 this insurance, please contact us at:

AIG Malaysia Insurance Berhad (200701037463)  
Level 16, Menara Worldwide  
198 Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel : +603 2118 0188 / 1800 88 8811  
Fax : +603 2118 0288  
Email : [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)  
Web : [www.aig.my](http://www.aig.my)

**10. Other types of similar insurance cover available?**

None

**IMPORTANT NOTE:**

YOU SHOULD SATISFY YOURSELF THAT THE POLICY WILL BEST SERVE YOUR NEEDS. 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 valid as of the date shown.