



## CONTRACTOR POLLUTION LIABILITY (CPL)

### PRODUCT DISCLOSURE SHEET

#### IMPORTANT NOTE

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

#### 1. What is this product about?

The policy protects contractors against environmental liabilities resulting from work performed, including work performed by a subcontractor.

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

##### a) COVERAGES –

##### i. Coverage A : LEGAL LIABILITY

We will pay for any loss as a result of claims for bodily injury, property damage, or environmental damage resulting from pollution conditions caused by covered operations of the contractor.

##### ii. Coverage B : EMERGENCY RESPONSE COSTS

We will pay emergency response costs that are reasonable and necessary resulting from pollution conditions caused covered operations of the contractor that are unexpected and unintended.

b) **DEFENSE** – When a claim is made to which the above coverage applies, we have the right but not the duty to defend such claim even if it is groundless, false, or fraudulent.

c) **SETTLEMENT** – Any settlement covered will be within the limits of liability but in cases where you refuse to consent to the settlement, our duty to defend you in a claim shall then cease and you must then defend or negotiate such claim independently from us.

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

The premium is noted on the quotation documents. It is calculated according to various factors, of which the main factors are:

- Limit of Liability
- Nature of Business/Scope of Work
- Location of Risk
- Estimated Contract Value

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

| Type                                                     | Amount              |
|----------------------------------------------------------|---------------------|
| Services Tax (ST)                                        | 8% of Gross Premium |
| Stamp Duty                                               | RM 10               |
| Commission paid to the insurance agent (when applicable) | 15%                 |

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**5. What are some of the key terms and conditions that I should be aware of?** *(This list is non-exhaustive; please refer to the policy wording for full terms and conditions.)*

- Importance of Disclosure: You should disclose to the best of your knowledge all material facts and confirm that all the declarations are true and correct; otherwise your policy may be invalidated.
- No Admission of Liability: You should not admit to 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:

- Prior knowledge of existing pollution condition resulting from covered operations prior to inception date.
- Intentional non-compliance
- Product liability
- Contractual liability
- Workmen compensation and employers liability
- War and terrorism
- Transfer, storage or disposal facility
- Professional liability
- Radioactivity
- Existing property damage to the products
- Property damage to motor vehicle
- Claim brought by an insured against another insured
- Real property or facility, owned, operated or rented by the contractor
- Fines and penalties
- Economic sanctions or embargo

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

You may cancel your policy by providing a written notice sixty (60) days (ten (10) days for non-payment of premium) in advance.

Earned premium shall be computed in accordance with the customary short rate table and procedure.

**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 in your contact details to ensure that all correspondence reach you in a timely manner.

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### 9. Where can I get further information?

Should you require any additional information about this insurance, please contact us at:

**AIG Malaysia Insurance Berhad** (795492-W)

Menara Worldwide, 198 Jalan Bukit Bintang,

55100 Kuala Lumpur, Malaysia

Tel: +603 2118 0188

Fax: +603 2118 0288

### 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 February 26, 2024