



# PROFESSIONAL LIABILITY

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## CYBEREDGE

PRODUCT DISCLOSURE SHEET

AUG 2018

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

### 1. What is this product about?

The policy addresses the liability of companies arising from data protection laws, the management of personal data and the consequences of losing corporate information.

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

This policy covers the following:

- |                                    |   |
|------------------------------------|---|
| <b>a) Personal Data Liability</b>  | <b>The policy will pay for Loss</b> arising out of an alleged or actual <b>Breach of Personal Information</b> which gives rise to a <b>Claim</b> against the <b>Insured</b> .   |
| <b>b) Corporate Data Liability</b> | <b>The policy will pay for Loss</b> arising out of an alleged or actual <b>Breach of Corporate Information</b> which gives rise to a <b>Claim</b> against the <b>Insured</b> .  |
| <b>c) Outsourcing Liability</b>    | <b>The policy will pay for Loss</b> arising out of an alleged or actual <b>Breach of Personal Information</b> or <b>Breach of Corporate Information</b> , which gives rise to a <b>Claim</b> against an <b>Outsourcer</b> for which the <b>Company</b> is liable.   |
| <b>d) Data Security Liability</b>  | <b>The policy will pay for Loss</b> arising out of an alleged or actual act, error or omission that results in: <ul style="list-style-type: none"><li>I. contamination of <b>Third Party Data</b> or <b>Corporate Information</b> by any unauthorized software, computer code or virus specifically designed to damage the <b>Company's Computer System</b>;</li><li>II. an improper or wrongful denial of access to an authorized <b>Third Party</b> to <b>Data</b> or <b>Corporate Information</b>;</li><li>III. the theft of an access code from the <b>Company's</b> premises, <b>Computer System</b>, or employees by electronic or non-electronic means;</li><li>IV. the destruction, modification, corruption, damage or deletion of <b>Data</b> or <b>Corporate Information</b> stored on any <b>Computer System</b> due to a <b>Breach of Data Security</b>;</li><li>V. the physical theft of the <b>Company's</b> hardware by a <b>Third Party</b>; or</li><li>VI. disclosure of <b>Data</b> or <b>Corporate Information</b> due to a <b>Breach of Data Security</b>;</li></ul> and which gives rise to a <b>Claim</b> against the <b>Insured</b> . |
| <b>e) Defence Costs</b>            | <b>The policy shall pay Defence Costs</b> incurred in defending such <b>Claim</b> .   |



**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:

- Nature of Business
- Limit of Liability
- 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 Sept 2018, when applicable)	6% 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?**

- 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 the insurer 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 AIG is 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:

- Antitrust
- Bodily Injury/Property Damage
- Contractual Liability/Performance Guarantees
- Employers' Duties
- Enforcement Duties
- Infrastructure or Security Failure
- Intellectual Property
- Intentional Act
- Misdeeds
- Prior Claims/Circumstance
- Securities Claims
- War/Terrorism
- Trading Loses
- U.S.A./Canada

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



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

You may cancel your policy by giving us written notice. You are entitled to a refund premium for the unused period subject to a minimum premium for the policy. No refund premium is allowed if there is a claim under the policy.

**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 (795492-W)  
Level 18, Menara Worldwide  
198 Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel : +603 2118 0301  
Fax : +603 2118 0388  
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