



# PROFESSIONAL LIABILITY

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## PROFESSION GUARD FOR TEACHING ORGANISATIONS

PRODUCT DISCLOSURE SHEET

AUG 2018

Read this Product Disclosure Sheet before you decide to take out the Profession Guard For Teaching Organisations 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 teaching organization, academic professional, or schools arising from any governor, academic professional, or third party liability.

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

This policy covers the following:

- a) Professional Liability** The Insurer shall pay on behalf of any Teaching Organisation, Academic Professional or Employee all Damages resulting from any Claim by a:
- (i) Pupil or parent or guardian or legal representative on such Pupil's behalf;
  - (ii) education authority, regulator or schools' inspector; or
  - (iii) any other Third-Party, for Breach of Duty in the performance of or failure to perform Educational Services.
- b) Managerial Liability/ Reimbursement** The Insurer shall:
- (i) pay on behalf of any Governor or Academic Professional all Unindemnified Damages; or
  - (ii) reimburse the Teaching Organisation if it pays the Damages of any Governor or Academic Professional; or
  - (iii) pay on behalf of the Teaching Organisation all Damages for which it becomes vicariously liable to pay;
- resulting from any Claim advanced directly against any Governor or Academic Professional by a Third-Party for a Breach of Duty in discharging managerial and fiduciary duties owed to the Teaching Organisation.
- c) Employment Practices Liability** The Insurer shall pay on behalf of any Insured Person all Damages resulting from any Claim by an Employee for a Wrongful Employment Practice.
- e) Defence Costs** The Insurer shall pay on behalf of any Insured, unless otherwise specified, all Defence Costs incurred in relation to any covered Claim under the covers or extensions of this policy.



**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 Education/Facilities Provided
- Limit of Liability
- The Experience of Board Members/Partners/Directors/Principals
- 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:

- Bodily Injury/Property Damage
- Conduct
- Contractual Liability/Performance Guarantees
- Infrastructure
- Insolvency
- Joint Ventures
- Intellectual Property
- Patent/Trade Secret
- Pollution
- Prior Claims/Circumstance
- Trade Debts
- 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.