



TERMINAL OPERATOR'S LIABILITY INSURANCE

PRODUCT DISCLOSURE SHEET

September 2018

IMPORTANT NOTE

Read this Product Disclosure Sheet before you decide to take out the Terminal Operator's Liability policy. Be sure to also read the policy wording for full terms and conditions.

1) What is this product about?

This policy provides you with coverage for legal or contractual liabilities to third parties arising from an accident which you may incur by reason of your operations as a port authority or terminal operator that you insure under the policy.

2) What are the cover / benefits provided?

This policy covers:

- a) Physical loss or physical damage to the real or personal property of any third party, including resultant loss of use or demurrage,;
- b) Bodily Injury to any third party;
- c) Any liability in connection with any of your tenants for operations performed by any sub-contractor appointed by you.
- d) Costs and expenses incurred in the defence of any claim(s) arising from a covered accident, and the costs and expenses of litigation awarded in any competent court or arbitration proceedings against you.
- e) Costs and expenses incurred by you in disposing your customer's cargo or property, including the removal of any wreck or debris thereof, following an accident to such cargo or property.
- f) In respect of Port Authorities only, costs and expenses incurred in removing any wreck or debris thereof following an Accident during the Policy period.

Note: The scope and precise breadth of policy coverage is subject to the terms, conditions, warranties, limitations, exclusions and exceptions of the policy.

3) What is the premium I have to pay?

The total premium that you have to pay may vary depending on the risk exposure and our underwriting requirements:

Revenue : RM _____
 Premium Rate : _____ %
 Total premium that you have to pay : RM _____

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

Type	Amount
Services Tax (with effect from 1 September 2018, when applicable)	6% of Gross Premium
Stamp Duty	RM 10.00
Commission paid to the insurance agent (when applicable)	Up to maximum 15%

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 all the declarations are true and correct; otherwise your policy may be invalidated
- No Admission of Liability: You should not admit liability or assume any obligation without our prior written consent
- Premium Warranty: The premium due must be paid and received by us by the settlement due date set out in the slip, insurance schedule, endorsement or renewal certificate.
- If you fail to pay the premium by the settlement due date, your policy will be cancelled and we are entitled on a pro rata basis to premium for the period we have been on risk. Full premium will be payable to us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under the policy.

6) What are the major exclusions under this policy?

This policy does not cover:

- Your liability to any of your employees for bodily injury which arises out of or in the course of their employment;
- Your liability to any party due to exposure to or ingestion, inhalation or absorption of asbestos, tobacco, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, mould, human immune virus or acquired immune deficiency syndrome or electromagnetic fields;
- Any repetitive motion, repetitive stress, repetitive strain and/or cumulative trauma disorder
- Loss, damage or expense to any property or equipment owned, leased, hired, occupied or rented by you;
- For loss, damage or expense caused by wear, tear or gradual deterioration;
- Your liability to any party due to the release of cargo without the original bill of lading, unless otherwise endorsed by us.

Note: This list is non-exhaustive. Please refer to the policy wording for full list of exclusions under this policy.

7) Can I cancel my policy?

You may cancel your policy by giving us written notice. Upon cancellation by you, you are entitled to a partial refund of the premium in accordance with the standard London Market Short Rate Cancellation Table 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)

Menara Worldwide, Level 18,
198, Jalan Bukit Bintang,
55100 Kuala Lumpur,
Malaysia

Tel: 1800 88 8811

Fax: +60 3 2118 0388

Email: AIGMYCare@aig.com

Web: www.aig.my

10) Other types of similar insurance cover available?

- Port Operator's Liability
- Stevedore's Liability

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.

Financial Services Act (FSA) 2013

The **Insured** must take reasonable care to ensure that all the answers to the proposal form questions are complete, correct, honest and to the best of **Insured's** knowledge. The **Insured** also have a duty to inform the **Insurer** of any change in the information given to **Insurer** earlier before the **Insurer** issue the policy schedule, before **Insured** renew or change any of the terms of the policy. If **Insured's** does not, the **Insurer** may:-

- (i) declare **Insured's** policy void from inception (which means treating it as invalid) and the **Insurer** may not return the premium or recover any unpaid premium; or
- (ii) cancel this policy and return any premium less the **Insurer's** cancellation charge or recover any unpaid premium; or
- (iii) recover any shortfall in premium; or
- (iv) not pay any **Claim** that has been or will be made under the policy; or
- (v) be entitled to recover from the **Insured** the total amount of any **Claim** already paid under the policy or any **Claim** the **Insurer** have to pay under any relevant legislation, plus any recovery costs.

The information provided in this disclosure sheet is valid as of the date shown.