



## POLLUTION LEGAL LIABILITY (PLL)

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### PRODUCT DISCLOSURE SHEET

#### IMPORTANT NOTE

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

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

This policy is designed for fixed operation facilities. This policy covers against loss or damage due sudden and gradual pollution releases that are accidental in nature.

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

##### a) COVERAGES

##### i. Coverage A : ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

We will pay for clean-up costs resulting from pre-existing pollution conditions emanating from the property.

##### ii. Coverage B : ON-SITE CLEAN-UP OF NEW CONDITIONS

We will pay for clean-up costs resulting from new pollution conditions emanating from the property.

##### iii. Coverage C : THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE

We will pay for any loss as a result of claims for bodily injury or property damage resulting from pollution conditions on or under the insured property if such injury or damage takes place while the person injured or property damaged is on the insured property.

##### iv. Coverage D : THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS

We will pay for clean-up costs resulting from pre-existing pollution conditions, beyond the boundaries of the insured property that migrated from the insured property.

##### v. Coverage E : THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS

We will pay for clean-up costs resulting from new pollution conditions, beyond the boundaries of the insured property that migrated from the insured property.

##### vi. Coverage F : THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE

We will pay for claims for bodily injury or property damage resulting from pollution conditions beyond the boundaries of the insured property that migrated from the insured property.

##### vii. Coverage G : THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COST – NON – OWNED LOCATIONS

We will pay for any loss as a result of claims for bodily injury or property damage of parties other than the owners, operators or contractors of the non-owned location, or their employees, or clean-up costs resulting from pollution conditions on or under the non-owned locations.

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**viii. Coverage H : THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COST – NON – OWNED LOCATIONS**

We will pay for any loss as a result of claims for bodily injury, property damage or clean-up costs resulting from pollution conditions, beyond the boundaries of the non-owned location that migrated from the non-owned locations.

**ix. Coverage I : POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO**

We will pay for any loss as a result of claims for bodily injury, property damage or clean-up costs resulting from pollution conditions caused by transported cargo.

**x. Coverage J : BUSINESS INTERRUPTION COVERAGE - ACTUAL LOSS OR RENTAL VALUE (ONLY AVAILABLE IF COVERAGE A, COVERAGE B OR BOTH COVERAGES A AND B ARE PURCHASED)**

We will pay for any actual loss or loss of rental value and extra expense as a result of interruption caused directly by pollution conditions on or under the insured property.

**b) LEGAL EXPENSES AND DEFENSE**

When a claim is made to which the above coverage applies, we have the right and the duty to defend such claim. Any defence costs, charges, expenses and 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.

**c) INDEPENDENT COUNSEL**

In the event that an independent counsel is selected to defend you at our expense, the attorney fees and all other litigation expenses paid by us will be limited to certain rates.

**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
- Location of Risk
- Surrounding of Location of Risk
- Estimated Sales Turnover
- Territory and Jurisdiction

**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 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 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:

**Common Exclusion – Applicable to All Coverages**

- 1) Criminal Fines, Penalties and Assessments
- 2) Contractual Liability
- 3) Transportation
- 4) Intentional Non Compliance
- 5) Internal Expenses
- 6) Insured vs Insured
- 7) Asbestos and Lead
- 8) Employers Liability
- 9) Prior Knowledge/ Non-Disclosure of existing pollution conditions/ resulting from insured business prior to inception date.
- 10) Identified Underground Storage Tank
- 11) Material Change In Use
- 12) Microbial Matter
- 13) War and Terrorism
- 14) Sanctions, Embargo and Prohibited Transaction Exclusions

**Coverage I Exclusions**

- 1) Property Damage to Conveyances
- 2) Pollution Conditions Prior or Subsequent to Transportation of Cargo
- 3) Third-Party Carrier Claims

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

You may cancel your policy by giving us written notice stating when thereafter the cancellation will be effective.

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 change in your contact details to ensure that all correspondences reach you in a timely manner.

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### 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, 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