



# PROFESSIONAL LIABILITY

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## SINGLE PROJECT DESIGN AND CONSTRUCTION

### PRODUCT DISCLOSURE SHEET

FEBRUARY 2024

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

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

The policy protects an insured from a third party claim arising from their error, negligent acts, and failure to perform standard duty of care during an entire single project involving design and construction and any agreed maintenance period.

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

This policy covers the following:

- a) Professional Liability** The Insurer shall pay on behalf of an Insured all Loss resulting from a Claim for any Breach of Duty by an Insured.
- b) Defence** The Insurer shall have the right but not the obligation to defend any Claim to which this Policy may apply. The Insurer shall, subject to the payment of the Retention by the Insured, pay on behalf of an Insured all Defence Costs incurred in relation to a Claim.
- c) Scope of Cover** The Insurer shall not be liable to make any payment under this Policy:
  - (i) unless the Claim is first made against an Insured during the Policy Period and notified to the Insurer as required under Clause 6.1 (Notification of Claims) of this Policy; and
  - (ii) the Claim relates to a Wrongful Act committed on or after the Retroactive Date solely in the course of providing Construction Professional Services.

#### 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 Construction Project and its Scope of Services
- Limit of Liability
- Policy Period
- Contract Value and Professional Fees
- Geographical Spread
- Claim Experience



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

Type	Amount
Service Tax (with effect from 1 March 2024, when applicable)	8% 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
- Asbestos
- Assumed Liability and Performance Guarantees
- Bodily Injury/Property Damage
- Cost Assessment
- Employers Liability
- Failing to Insure
- Financing Obligations
- Intellectual Property
- Infrastructure
- Insolvency
- Insured versus Insured
- Intentional Acts
- Investigations
- Manufacturing Liability
- Misdeeds
- Nuclear Contamination
- Patent or Trade Secret
- Pollution
- Prior Claims or Circumstance
- Trade Debts
- U.S.A./Canada
- War/Terrorism
- Workmanship
- Wrongful Employment Practices

**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 (200701037463)  
Level 16, Menara Worldwide  
198 Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel : +603 2118 0188 / 1800 88 8811  
Fax : +603 2118 0288  
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

<b>IMPORTANT NOTE</b>
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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.