

# Product Disclosure Sheet - Chubb Elite Medical Malpractice for Medical Establishments

Please read this Product Disclosure Sheet before you decide to take out the **Chubb Elite Medical Malpractice for Medical Establishments** Insurance Policy. Be sure to also read the general terms and conditions.

CHUBB®

## 1. What is this product about?

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The policy provides a customised solution to manage a spectrum of industry exposure faced by medical establishments.

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

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This policy covers:

- Civil liability claims arising from an act, error or omission in the provision of professional healthcare services;
- Legal representation costs incurred directly in connection with formal inquiries into the conduct of professional healthcare services;
- Vicarious liability for doctors (including locums), consultants, contractors, subcontractors and agents;
- Good samaritan acts;
- Unintentional intellectual property infringement Reasonable and necessary costs in replacing and restoring lost documents;
- Automatic cover for new subsidiaries acquired or created during the period of insurance (applies to medical establishments only);
- Automatic run-off coverage;
- Continuous cover if the insured has maintained professional indemnity cover continuous with Us;
- Advancement of defence costs and legal representation expenses.

Duration of cover is for one year. You need to renew your insurance policy annually.

Note: The descriptions on the available coverages are only a brief summary for quick and easy reference. Please refer to the policy contract for the full details of covers/benefits under this Policy.

## 3. How much premium do I have to pay?

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The premium that you have to pay may vary depending upon one's specialty or scopes of services offered and our underwriting requirements.

## 4. What do I have to pay in addition to the Premium?

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- Stamp duty - RM10
- Tax (where applicable) - 6% on the premium (included in the premium)
- Commission (included in the premium) paid to the Insurance Intermediary (if any) - maximum up to 25% of premium.

## 5. What are some of the key terms and conditions that I should be aware of?

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- Importance of disclosure

Your duties to us for

### 1. Duty for Consumer Insurance Policy

1.1 If this Policy is a Consumer Insurance Policy, before this policy contract is entered into, varied or renewed, You must take reasonable care:

- (a) not to make a misrepresentation to Us when answering any questions we ask in the proposal form or any other disclosures made;
- (b) when renewing this Policy, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy; and
- (c) to disclose to Us any matter, other than what we have asked in (a) and (b) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.

### 2. Duty for non-Consumer Insurance Policy

2.1 If this Policy is not a Consumer Insurance Policy, before this policy contract is entered into, varied or renewed, You have a duty to disclose to Us any matter that:

- (a) You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied; or
- (b) a reasonable person in the circumstances could be expected to know to be relevant.

“Consumer Insurance Policy” means a contract of insurance entered into, varied or renewed by an individual wholly for his/her own purposes unrelated to the individual’s trade, business or profession.

A non-Consumer Insurance Policy is a policy other than a Consumer Insurance Policy.

- You must at your own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimise any actual or potential loss arising from any claim.
- No Admission of Liability: You should not admit liability, offer, promise or pay to claimant without our written consent.
- Excess is the first amount the insured shall pay on each and every loss.
- You shall give written notice to us as soon as practicable of a claim.

The above is a summary of certain key terms and conditions of the policy and is non-exhaustive. Please read the policy contract for the full terms and conditions of the insurance.

## 6. What are the major exclusions under this policy?

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This policy does not provide coverage for loss in connection with:

- Breach of contract and assumed liabilities & duties;
- Financial failure and trading debts;
- Any loss of, damage to or destruction of property;
- Pollution or pollutants;
- Products liability;
- War and terrorism.

This list is non-exhaustive and not for all the sections. Please refer to the sample policy contract for the full list of exclusions.

## 7. Can I cancel my policy?

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You may cancel your policy by giving 30 days cancellation notice to the insurance company. Upon cancellation, We will refund the unearned premium calculated in accordance with the customary short-term rates.

## 8. What do I need to do if there are changes to my contact / personal details?

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It is important that you inform your insurance intermediary or 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?

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Should you require additional information about our Chubb Elite Medical Malpractice Insurance, you can contact your insurance intermediary, or contact us at our branches nationwide or at:

Chubb Insurance Malaysia Berhad  
Registration Number: 197001000564 (9827-A)  
Wisma Chubb  
38 Jalan Sultan Ismail  
50250 Kuala Lumpur  
O +6 03 2058 3000  
F +6 03 2058 3333  
E [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)  
W [www.chubb.com/my](http://www.chubb.com/my)

## 10. Other types of similar insurance cover available?

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None

### IMPORTANT NOTE:

YOU SHOULD SATISFY YOURSELF THAT THIS INSURANCE POLICY WILL BEST SERVE YOUR NEEDS AND THAT THE PREMIUM PAYABLE UNDER THIS POLICY IS AN AMOUNT YOU CAN AFFORD. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE INSURANCE INTERMEDIARY OR CONTACT CHUBB INSURANCE MALAYSIA BERHAD DIRECTLY FOR MORE INFORMATION.

This product disclosure sheet is prepared in both English and Bahasa Malaysia versions. In the event of any inconsistencies between the English and Bahasa Malaysia versions, the English version shall prevail.

Please be reminded that:

- you have a duty to take reasonable care to provide us or our intermediary with all relevant information in order for us to provide you with the most suitable financial products and by withholding any information which we or our intermediary request for, or providing inaccurate information, we may not be able to recommend you a suitable financial product to cater to your needs;
- you should read and understand the contract terms and discuss further with us or our intermediary if there are any terms that you do not understand, before accepting the policy contract.

By accepting the policy contract, you would acknowledge that our intermediary or Chubb personnel had explained to you clearly on the policy contract coverage and key contract terms, and that the policy contract offered is suitable for your insurance needs.

The information provided in this disclosure sheet is valid as at 15/06/2020.

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.

Chubb Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.