

## Directors And Officers Liability Insurance Proposal Form - Renewal

### NON-CONSUMER INSURANCE CONTRACT

Pursuant to Paragraph 4 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance **for purposes related to your trade, business or profession**, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated.

This duty of disclosure shall continue until the time the contract is entered into, varied or renewed.

### **IMPORTANT NOTICE TO PROSPECTIVE POLICY OWNERS**

Policy owners are advised to read the policy carefully and understand the contents therein. You are encouraged to seek clarification from the insurer if necessary.

Signing of this Proposal does not bind the Company to offer or the Proposer to accept insurance, but it is agreed that this Proposal shall be the basis of any insurance issued.

### **1. Disclosure of Relevant Facts**

#### **Your Duty of Disclosure**

Before you enter into a contract of insurance with an insurer, you have a duty to disclose to the insurer every matter which you know, or could reasonably be expected to know. The disclosures that you make are relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of insurance.

#### **Comment**

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (eg. Claims or circumstances, whether founded or unfounded), or to the magnitude of the risk, is of the utmost importance with this type of insurance. It is better to err on the side of caution by disclosing anything which might conceivably influence the insurer's consideration of your proposal.

### **2. Claims Made Policy**

This proposal is for a "claims made" policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to:

- events that occurred prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the Proposal Form for the current period of cover or on any previous proposal form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

You should familiarise yourself with our standard form of policy for this type of cover before submitting this proposal.




### **3. Notice**

Please note that whenever used in this Proposal Form, the term Applicant shall mean Policyholder and all or any of its Subsidiaries as defined in **Allianz Protect Platinum II** Directors and Officers Policy Wording.

#### **Allianz Customer Service Center**

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Allianz Contact Center: 1 300 22 5542 Email: [customer.service@allianz.com.my](mailto:customer.service@allianz.com.my)

  AllianzMalaysia  [allianz.com.my](http://allianz.com.my)

**RENEWAL INFORMATION SECTION**

- 1 a) Name of the Policyholder:
- b) Address of the Policyholder: (to be completed only if different from previous year)

**DIRECTORS & OFFICERS LIABILITY**

2. In the last 12 months
- a) Has there been any change in the business activities of Applicant?  Yes  No
- b) Has the Applicant added or started any new operations in United States of America?  Yes  No
- c) Have there been any acquisitions/mergers/ takeovers/ divestments/spin-offs?  Yes  No
- d) Did the Applicant make any new equity or debt securities offering?  Yes  No
- e) Has there any change to the ownership structure of the Policyholder and its group of companies (both direct and beneficial)  Yes  No

**EMPLOYMENT PRACTICES LIABILITY**

3. In the last 12 months
- a) Has the Applicant conducted any retrenchments or staff reductions?  Yes  No
- b) Is the Applicant planning to conduct any retrenchments or staff reductions in the next 24 months?  Yes  No

c) Total number of Employees

USA & Canada	Others

***If “YES” has been answered to any of the above, please give full details under a separate attachment.***

**CYBER RELATED RISK INFORMATION**

4. a. Did the Company / CEO appoint a senior executive (e.g. CISO) who is responsible and accountable for the implementation of the cyber resilience strategy and framework?  
Yes  No
- b. Has the board approved the cyber resilience strategy and framework?  
Yes  No
- c. Has the Company established an internal, cross-disciplinary steering committee comprised of senior management and appropriate personnel from multiple business units (e.g. business, finance, risk management, internal audit, operations, information security, information technology, communications, legal, HR and organization) to collectively develop a cyber-resilience strategy and framework?  
Yes  No
- d. Did the company ever suffer a cyber-attack or a privacy breach?  
Yes  No

- e. A Business Continuity procedure and/or a Disaster Recovery procedure in the event of a Cyber-attack and a privacy policy are in place?

Yes  No

- f. Which standards, guidelines and/or recommendations has the Company used as a benchmark in designing its cyber resilience framework? E.g. ISO/IEC 27001 and 27002 and/or ISO 22301 and/or data/computer centres tier classification (if applicable) and/or PCI DSS (if applicable) and/or ISA/IEC-62443 (if applicable)
- g. How often does the board of directors meet with the CEO, CRO, Head of IT, CISO and CFO to discuss Cyber security readiness, improvements and disclosures? What do these meetings contemplate?
- h. How often does phishing training/tests take place?
- i. What tangible improvements have the C-Suite executives made to an organization's Cyber security controls, including auditing and oversight improvements, during the last 12 months?

#### **INFORMATION RELATED TO CORONAVIRUS**

5. a. Has the company disclosed or is it planning any changes to disclosures to address the potential impact of Coronavirus (COVID -19)?  Yes  No  
If yes, please specify.
- b. How do you assess and mitigate the risk of non-compliance with disclosure requirements?
- c. Does the company anticipate any financial impact due to the Coronavirus (liquidity, sales decrease, higher costs, impairment charges, etc.).  Yes  No  
If yes, please quantify and specify financials plans in place to minimize the impact.
- d. Which risks of production/service delays or product/service shortages is the company facing due to Coronavirus? Please provide details by product/service (e.g. shortages of materials/supply chain) and specify contingency plans in place to minimize the impact.
- e. How is the company protecting its own workforce from pandemic/epidemic exposures (e.g., but not limited to Coronavirus)? Please specify.
- f. Does the company have Crisis Management practices in place for pandemic/epidemic exposures (e.g., but not limited to Coronavirus)?  Yes  No  
If yes, please advise on the set-up, expert advice, areas impacted, etc.

**Declaration**

I/We understand and agree that any information provided herein and/or in any other related document may be provided to third parties in relation to the insurance cover applied for including without limitation, vendors, reinsurers and professional advisers. For the avoidance of doubt, such consent applies to all information provided by the undersigned for and/or on behalf of the proposed insured(s), where applicable.

I DECLARE that the above statements are true and complete to the best of my knowledge and belief and that no material facts have been misstated or suppressed after reasonable enquiry. I undertake to inform insurers of any material alteration to those facts occurring before inception of the insurance.

A material fact is one which would influence the acceptance or assessment of the risk.

Signed .....  
Chairman/Chief Executive/Managing Director

(This form must be signed by the Chairman, Chief Executive or Managing Director)

Company :

Date :

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**Applicable Tax**

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "**Applicable Tax**") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Policy, We will be entitled to charge any Applicable Tax as allowed by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Policy on payment of premiums and default hereof shall apply equally to the Applicable Tax.