# Food & Beverage Liability (SEA) Application Form

**IMPORTANT NOTICE :**
Statement Pursuant to Schedule 9 if the Financial Services Act 2013: You are to disclose in this proposal form, fully & faithfully, all the facts which you know or ought to know, which are relevant to our decision in accepting the risk and terms to be applied, otherwise the policy issued hereunder may be void or we could refuse your claim. Please note that this duty of disclosure shall continue until the time the policy is issued, varied or renewed.

**[Annual Report and Products Brochures must accompany Application]**

1. Name of Proposer & Company / Business Registration No. : _____

2. Address of Proposer: _____

3. Contact Numbers : _____ Office Telephone No.: _____

4. Proposer Website: _____

5. Nature of Business: ☐ **Manufacturer** ☐ **Distributor** ☐ **Retail** ☐ **Wholesaler** ☐ **Others (please describe) :** _____

6. Type of Product(s) : ☐ **Food Products – Dry/Candy or Confectionary/Fresh Fruit and/or Vegetables** ☐ **Dairy Food** ☐ **Beverages** ☐ **Food Products – Frozen** ☐ **Vegetables Oil** ☐ **Water Bottles** ☐ **Syrup / Molasses**

7. Select one only:

| **Estimated Sales Turnover** | **Limit of Liability – Per Claim(s) , In The Aggregate (In Ringgit Malaysia – RM)** | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **OPTION A** | | **OPTION B** | | **OPTION C** | | **OPTION D** | |
| | **Product** | **Recall** | **Product** | **Recall** | **Product** | **Recall** | **Product** | **Recall** |
| | **RM 500,000** | **RM 50,000** | **RM 1,000,000** | **RM 75,000** | **RM 2,000,000** | **RM 100,000** | **RM 3,000,000** | **RM 125,000** |
| **Below RM 5,000,000** | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| **RM 5,000,001 to RM 10,000,000** | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| **RM 10,000,001 to RM 16,000,000** | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

8. 12 months policy period required (no back date cover) : **( DD / MM / YYYY )** _____

**Condition: This application is:**
1. Valid for **7 working days** from the date the Declaration below is signed or until the date specified in Question 8, whichever is the earliest.
2. Subject to the Policy Variations and Declaration by the Proposer set out for this package.

Copyright© AIG Malaysia Insurance Berhad. All rights reserved.

**Variations to the Standard Product Liability Insurance including Product Recall Extension that applies to this Quotation:**

1. A Self Proposer Retention of RM 3,200.00 or 10% of the Loss whichever is the greater applies to all Losses.
2. The F&B Express **excludes :**
    - Alcohol, animal feeds,
    - Baby food, Unpasteurized Products. (All milk and juice are to be pasteurized products)
    - Nutraceutical, nutritional supplement, pharmaceuticals products
    - Meat, fish, seafood, eggs,
    - Cheese, ice-cream, frozen desserts, yogurt under dairy products
    - Slaughter Houses / Abattoirs
    - Restaurant /Eating Places

**DECLARATION BY PROPOSER**

**YES! My business meets these pre-underwritten conditions - Please tick your confirmation.**

| | |
|---|---|
| Proposer is a Registered Malaysian Company / Business | ☐ |
| Sales Territory are in Malaysia / South East Asia Only (Exclude US Sanction Countries) | ☐ |
| Proposer has no losses or incidents to date | ☐ |
| All manufactured and distributed/sold products conform / adhere to the Food Standards required in the countries where the product is sold. ( HACCP, ISO, IFS etc) | ☐ |
| Product is subject to Quality Control Procedure / Food Safety and Quality Department (FQSD) as set by Ministry of Health (MOH) | ☐ |
| The Proposer, its directors and officers have no knowledge of any actual, threatened or suspected recalls, no losses or incidents of claims involving any of the Proposer(s) during the last 5 years | ☐ |

*** If the Proposer does not meet the above Eligibility Criteria, please complete the "Application Form for Product Liability (Worldwide)" and contact the Liabilities Group for an alternative quotation.**

I / We to the best of my/our knowledge hereby confirm that the statements contained in this proposal form are true and correct and I/we have not concealed, misrepresented or misstated any material fact.

I / We agree that the statements and declaration contained in this proposal form shall be the basis of the contract of insurance with the Chartis Malaysia Insurance Berhad ("Company") and are deemed to be incorporated in the contract.

IMPORTANT NOTICE

1. Your attention is drawn to the 60-days premium warranty attaching to this contract of insurance.
2. By this warranty, the Company has the option to automatically cancel the insurance policy unless the full premium is paid to the Company within 60 days from the commencement date of cover. Any premiums paid to your Insurance Broker are not deemed to be payment to the Company for the purpose of the premium warranty. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you ensure your insurance broker remits your premiums to the Company in strict compliance with the provisions of the premium warranty.

Copyright© AIG Malaysia Insurance Berhad. All rights reserved.

## DECLARATION AND AUTHORISATION

I/We hereby declare and agree that:

a. All written information provided by me/us for this insurance or any formal questionnaire or other documents signed by me/us in conjunction with this application, and statements and answers so made to AIG Malaysia Insurance Berhad (795492-W) ("Company") are full, complete, true/correct and to the best of my/our knowledge and belief and that I/we have not withheld or omitted any information, and I/we understand and agree that the Company, believing them to be such, will rely and act on them, otherwise any policy and endorsements (if applicable) issued (including renewals) or coverage granted may be void at the Company's option.

b. I/We will notify the Company of any material change to my/our risk profile, failing which, the Company reserves the right to either continue cover, impose additional terms or discontinue cover. I/We understand that failure to notify the Company of any material change to my/our risk profile may affect my/our rights during a claim.

c. Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys, and to communicate with me/us for such purposes. I//We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at Level 18, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia, or phone:1 800 88 8811; fax:03-2118 0288; e-mail: *AIGCare@aig.com*

d. By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by notifying the Company at any of the channels above.

e. I hereby confirm that the Proposer/Insured* has expressly authorized me to act on his/their behalf in respect of the information and/or changes relating to the renewal/endorsement of this insurance policy. I agree to undertake any loss, cost or damages incurred by the said Proposer/Insured* and/or Company in relation to this representation. I declare that I have sighted the original NRIC/Certificate of Incorporation of the Proposer/Insured* and have done the necessary Anti Money Laundering check(s) which I have been trained to do and verify that the transaction is not prohibited by virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001.

f. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of this application, it is hereby agreed that the English version of this application shall prevail.

_____ _____

Signed by Proposer/Insured* Date:
Name:

Date : _____ Signature : _____

Producer : _____ Designation : _____

Company Seal / Stamp : _____

* Delete where appropriate

Copyright© AIG Malaysia Insurance Berhad. All rights reserved.

**NOTE:**
**THIS PACKAGE IS ONLY AVAILABLE IF THE PROPOSER MEETS ALL THE ABOVE REQUIREMENTS**

**Declaration by Agent/Officer**

**I hereby declare that I have sighted the original NRIC of the Proposer's authorized signatory and Company Registration of the Proposer and thereby verify his/her/its identity.**

**Signature (Agent/Officer)**

**Name : .....**

**Date : .....**

Copyright© AIG Malaysia Insurance Berhad. All rights reserved.