



**TOKIO MARINE**  
INSURANCE GROUP

Fact Sheet

# Biz Pack Partner (Commercial)

Biz-Pack Partner Insurance is a package policy which provides you with 10 types of comprehensive protection cover such as Fire and Special Perils, All Risks, Theft/Burglary (including Armed Robbery and Hold-up), Money, Plate Glass, Public Liability, Employer's Liability, Fire Consequential Loss, Fidelity Guarantee and Group Personal Accident.

## SECTION 1 - Fire and Special Perils

This Section covers you against loss or damage to your property caused by fire or lightning. You may extend coverage to the following risks by paying additional premium:

- Aircraft damage
- Earthquake and volcanic eruption
- Storm & tempest
- Flood
- Explosion
- Impact damage
- Bursting or overflowing of pipes
- Subsidence & landslip
- Riot, strike and malicious damage
- Bush/lalang fire
- Spontaneous combustion
- Sprinkler leakage
- Damage by falling trees or branches and objects;

### Main Exclusions to Section 1

- Loss by theft during or after the occurrence of a fire
- Loss or damage to burning of property by order of any public authority
- Subterranean Fire

## SECTION 2 - All Risks

This Section covers you against loss or damage to your property caused by fire, theft or any other accident or misfortune within the situation of risk stated in the Policy Schedule.

### Main Exclusions to Section 2

- Loss or damage caused by willful act or negligence
- Loss or damage arising from wear and tear, depreciation, rust, oxidation, gradual deterioration, mildew moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating of your property
- Mechanical defects, breakdown or electrical derangement or malfunction
- Loss due to shortage discovered by an inventory
- Loss or damage caused by the infidelity of your employees or persons entrusted by you
- Loss or damage arising from scratching or denting, cracking of glass, lenses, china, earthenware, marble, gramophone records, recording tapes, compact disc, laser disc and/or other articles of a brittle nature, unless caused by burglars, thieves and/or fire

## SECTION 3 - Burglary

This Section covers the property insured belonging to you or held by you in trust or on commission against lost by theft consequent upon actual forcible and violent entry or any attempt thereat including Armed Robbery and Hold-up

### Main Exclusions to Section 3

- Loss or damage due to theft by any of your family members, employees or domestic servants
- Loss or damage whilst the premise is unoccupied for a period exceeding 30 consecutive days
- Shortage due to error or omission

#### **SECTION 4 - Money**

This Section covers money been lost, destroyed or damaged whilst in transit or kept in your premises as stated in the Policy Schedule.

##### **Main Exclusions to Section 4**

- Loss arising out of forged bank or currency notes
- Shortages due to error or omission or shortages resulting from clerical or accounting errors or loss due to errors in receiving or paying out.
- Loss or damage by fraudulent embezzlement
- Any loss from an unattended vehicle
- Any loss due to depreciation in value

#### **SECTION 5 - Plate Glass**

This Section will indemnify you, if any of the glass at the premises insured is broken by fracture extending through its entire thickness as the result of any accident or misfortune not otherwise excluded.

##### **Main Exclusions to Section 5**

- Breakage occasioned by or traceable to construction of or structural alterations to the premises
- Breakage occasioned by or traceable to alterations to or removal of any of the Glass
- Breakage occasioned by or traceable to settlement or expansion or construction of the Glass or frames or fitting due to climatic conditions
- Claims in respect of damage to window frames or other fittings
- Claims in respect of the cost of removal and reinstatement of windows fittings and other obstruction to replacement
- Claims in respect of glass which at the commencement of the insurance thereon is broken or damaged and not subsequently replaced
- Destruction or damage directly occasioned by pressure waves caused by aircraft or other devices traveling at sonic or supersonic speeds

#### **SECTION 6 - Public Liability**

This Section will indemnify you against all sums which you shall become legally liable to pay for compensation in respect of

- a) bodily injury to or illness of any person
- b) loss of or damage to property occurring within the Premises during the Period of Indemnity as a result of an accident and happening or caused as described in the policy schedule.

##### **Main Exclusions to Section 6**

- Liability assumed by you under any contract or agreement and which would not have attached in the absence of such contract or agreement
- Liability arising from ownership, possession or use of any vessel or craft or mechanical propelled vehicle (including any type of machine on wheels or caterpillar tracks) or trailers
- Seepage pollution or contamination
- Fines, penalties, punitive or exemplary damages of any kind
- Pure financial loss of any kind
- Claims arising from 'Latex Protein Toxic Syndrome' and Asbestos

#### **SECTION 7 - Employers' Liability**

This Section indemnifies you against liability at law to pay compensation to your employee including costs and expenses in respect of accidental bodily injury or disease arising out of and in the course of employment. In addition, with our written consent, we shall pay for all costs and expenses incurred in defending any claim.

##### **Main Exclusions to Section 7**

- Liability to employees of your Contractors
- Any injury by accident or disease sustained outside the Geographical Area

#### **OPTIONAL COVERS**

#### **SECTION 8 - Consequential Loss**

This section covers you against loss of profits, revenue, rental, standing charges, wages or salaries on payroll basis and increase in cost of working due to business interruption as a result of fire and/or other extended perils.

You may select to insure any of the following:

- Loss of Gross Profit (Difference Basis or Addition Basis cover )
- Loss of Gross Revenue
- Loss of Gross Rental
- Standing Charges only

In addition, you may insure Auditors' Fees as an additional item under this policy

#### Main Exclusions to Section 8

- Loss by extraordinary events taking place during the interruption
- Loss by restrictions imposed by the authorities on the reconstruction or operation of the business
- Loss due to lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost
- Loss in consequence of the burning of property by order of any Public Authority
- Loss in respect of fraudulent or false declaration
- Subterranean Fire

#### SECTION 9 - Fidelity Guarantee

This Section cover you as an Employer against any direct pecuniary loss you may sustain through act(s) of infidelity or dishonesty committed by your employee(s) such as act(s) of forgery, embezzlement, larceny or fraudulent conversion. The coverage is not limited to loss of monies but also covers loss of property and merchandise (stock in trade) belonging to you.

#### Main Exclusions to Section 9

- losses caused by an employee who is known to have committed dishonest and fraudulent acts, before the policy incepted or after the termination of the policy
- consequential loss of any kind
- any third party losses
- extortion
- errors in book keeping and/or losses discovered during stock taking or inventory

We shall make good or reimburse you if:-

- the act(s) of fraud or dishonesty is committed during the period of insurance
- during the uninterrupted continuance of employment of such employee(s)
- in connection with the occupation and duties of such employee(s)
- discovered during the period of insurance or within 6 months thereafter or within 6 months after the death, dismissal or retirement of such employee(s) whichever shall happen first

#### The Limit of Indemnity

The amount of guarantee stated under this Section shall be the maximum limit of liability in respect of any one occurrence or series of occurrence resulting from one cause of action irrespective of the number of employees involved and in the aggregate for the period.

#### SECTION 10 - GROUP PERSONAL ACCIDENT

This Section will compensate you and your employees for bodily injury caused by accidental means which injury shall solely and independently of any other cause result in death or disablement and/or necessitate medical expenses including surgical treatment.

Age Limit - 16 years to 65 years old

Benefits Covered - Death & Permanent Disablement

Medical Expenses incurred for the treatment of accidents in a recognized hospitals and/or clinics

#### Basis of Sum Insured

Personal Accident Insurance is a benefit policy and therefore there is no guideline on how much sum insured to be insured per life. However, as for this Section, there are 3 options given to select the sum insured per life. In addition you may also select the Medical Expenses benefit, if required.

#### Main Exclusions to Section 10

- Suicide (whether sane or insane) or any attempt thereat
- Pre-existing physical or mental defect or infirmity
- Illness, diseases, infections, acquired immune deficiency syndrome (AIDS), human immune deficiency virus (HIV) and/or HIV related illnesses

- Childbirth, miscarriage, pregnancy, or any complications thereof unless caused directly or indirectly by accident
- Flying as a pilot or crew member in any aircraft other than as a fare paying passenger in an aircraft licensed for passenger service
- Criminal acts
- Professional sports activities of any kind
- Hazardous sport activities such as mountaineering involving the use of ropes, caving, parachuting, hand gliding, hunting, racing of any kind (other than on foot), scuba-diving, bungee jumping and water ski jumping

#### **General Exclusion To All Sections**

- War, Civil War and any act of Terrorism
- Radioactive and nuclear energy risks
- Any asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

#### **Duty of Disclosure**

You must disclose all material facts that you know or ought to know; otherwise your policy may be invalidated.

#### **Contribution**

If at the time of any loss or damage to the property there be any other subsisting insurance or insurances effected by you covering the same, we shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **Excess**

It is the amount of loss you have to bear for each and every claim.

#### **Payment of Premium**

- Premium must be paid and received by us within 60 days from the inception date of the cover, otherwise the cover is automatically cancelled and you will still be responsible to pay the proportion of premium for the 60 days.
- It is advisable that you pay the premium directly to us, either by cash, credit card or cheque. Should you decide to pay the premium through your insurance intermediary, ensure your cheque is made payable only in the name of **Tokio Marine Insurans (Malaysia) Berhad**.
- Insist on a receipt for the premium paid to your insurance intermediary or us.
- Contact us if you have not received your policy after one month of purchase.

## **WHAT YOU SHOULD DO In The Event Of Loss/Damage**

#### **Notification of Claim**

- You must notify us in writing with full details of the incident/accident as soon as possible within the time frame stipulated in your policy. Early notification is required to avoid any prejudice to your claim. If involved in a serious accident, you are required to lodge a police report immediately.

#### **Submission of Claim**

- You must submit your claim with all supporting information and documents as requested to us as soon as possible. If adjusters / investigators are appointed by us, you must give full cooperation to them in assessing your claim.

#### **Duty of Disclosure of Claim Information**

- You must provide answers to the Claim Form truthfully as any misrepresentation or concealment will prejudice your claim.

## HOW TO LODGE A Complaint And Redress Avenues Available



**Write to either :**

1. the Integrated Contact Centre of Bank Negara Malaysia via [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or
2. the insurance mediator of the Ombudsman for Financial Services.

Alternatively, you could walk in to lodge a complaint at BNMLINK (please refer to [www.bnm.gov.my/bnmlink/index.htm](http://www.bnm.gov.my/bnmlink/index.htm)) or you could take your case to court.

For more information about Tokio Marine and our products and services, please log on to our website [www.tokiomarine.com](http://www.tokiomarine.com).

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