



SME Plus

SME Plus Insurance is a package policy which provides you with 11 types of comprehensive protection cover such as Fire and Special Perils, All Risks, Fire Consequential Loss, Electronic Equipment, Glass, Fidelity Guarantee, Burglary, Money, Machinery Breakdown, Public Liability and Employer's Liability.

SECTION I - 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 (Including your own vehicle)
- Bursting or overflowing of pipes
- Riot, strike and malicious damage
- Sprinkler leakage

Main Exclusions to Section I

- 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 II - 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 II

- Loss or damage caused by wilful 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 or 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 III - Fire 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 cover)
- Loss of Gross Revenue
- Loss of Gross Rental
- Standing Charges only

In addition, you may insure Auditor's Fees as an additional item under this policy.

Main Exclusions to Section III

- 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 insufficient 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 IV - Electronic Equipment

This Section provides coverage for computers and other electronic equipment and it applies whether the insured items are at work or at rest or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning. The policy can also be extended to cover the external data media such as tapes and disks and the increase cost of working.

SECTION 1 - Material Damage (MD)

This Section covers all hardware installation including peripheral equipment and accessories against any unforeseen and sudden physical loss or damage from any causes other than those specifically excluded.

SECTION 2 - External Data Media (EDM)

This Section provides coverage for the data media such as disc, tapes external to the computer system. Coverage is the same as Section 1 and it applies while the insured data media are kept in the premises.

SECTION 3 - Increase Cost Of Working (ICOW)

This Section provides indemnity for increased cost of working following a material loss or damage. If the material damage indemnifiable under Section 1 gives rise to a total or partial interruption of operation of the insured Information Technologies (IT) equipment, the cost of hiring another computer to maintain your business operations are payable under this Section. This substitute IT system must not be a subject matter of insurance under this policy.

Main Exclusions to Section IV

You shall not be indemnified in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by:

- Willful act or willful negligence of the Insured or of his representatives
- Faults or defects for which a third party (supplier) is responsible either by law or under contract (losses covered by warranty)
- Failure or interruption of gas, water or electricity services (certain exception being possible in special cases)
- Wear and tear
- Aesthetic defects, e.g. scratches on painted, polished or varnished surfaces

Consequential loss and liability of all kinds (with the exception of additional expenses for computer operation)

SECTION V -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 V

- 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 travelling at sonic or supersonic speeds

SECTION VI - Fidelity Guarantee

This Section covers 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 VI

- Losses caused by an employee who is known to have committed dishonest and fraudulent acts, before the policy inception 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 VII - Burglary

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

Main Exclusions to Section VII

- 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 VIII - 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 VIII

- 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 IX - Machinery Breakdown

This Section covers your machinery against any unforeseen and sudden physical loss or damage whether at work or at rest, or being dismantled for the purpose of cleaning, inspection or overhauling, or in the course of the operations, or when being shifted within the premises during subsequent re-erection.

Main Exclusions to Section IX

- Loss or damage to exchangeable tools, catalyst
- Loss or damage due to fire, lightning, chemical explosion, burglary and theft i.e. perils covered or coverable under other policies; inundation, storm, flood, earthquake, subsidence, landslide, collapse of building
- Loss or damage for which a contractor, supplier or repairer is responsible either by law or under contract
- Wear and tear as consequence of ordinary use or operation as well as cavitation, erosion, corrosion or boiler scale
- Wilful acts or wilful negligence of the insured or his representatives
- Faults or defects existing at the time of commencement of the insurance which ought to have been or were known to the insured

SECTION X - 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 Third party
- 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 X

- 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 XI - 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 XI

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

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
- The excess stated in the Schedule

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 Injury

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 burglary/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; 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) 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.

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