



TOKIO MARINE
INSURANCE GROUP

Fact Sheet

Tokio Marine Combined All Risks Plus

Tokio Marine Combined All Risks Plus is a package policy that provides you with 10 types of comprehensive protection cover such as Fire and Special Perils, Money, Burglary, Glass, Fidelity Guarantee, Machinery Breakdown, All Risks, Public Liability, Group Personal Accident and Error & Omission.

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 (Non-industrial without boilers)
- Impact damage (Including your own vehicle)
- Bursting or overflowing of pipes
- Subsidence & landslip
- Riot, strike and malicious damage

Coverage is also extended to cover:

- Loss or damage by theft during or after the occurrence of a fire
- Inconvenience allowance benefit due to loss or damage by Insured perils specified in the Policy Schedule

Main Exclusions to Section 1

- Loss or damage to burning of property by order of any public authority
- Subterranean fire

SECTION 2 - Money

This Section covers money been lost or damaged (including money in the custody of your director, partner or employee or any third party authorized by you) whilst in transit or kept in your premises as stated in the Policy Schedule.

Main Exclusions to Section 2

- 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 3 - Burglary

This Section covers property or any thereof while within the insured premises against lost or damage by theft consequent upon actual forcible and violent entry or any attempt thereat.

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 -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 4

- 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
- 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 5 - 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 belonging to you.

Main Exclusions to Section 5

- 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 6 - Machinery Breakdown

This Section covers your machinery (lift, air-conditioners, generators, transformers, fire fighting equipment and the like) 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 6

- Loss or damage to exchangeable tools, catalyst
- Loss or damage due to fire, lightning, chemical explosion, burglary and theft ie. 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 7 - All Risks

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

Main Exclusions to Section 7

- 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 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 your
- 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 8 - 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 8

- 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 9 - 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. In addition, with our written consent, we shall pay for all costs and expenses incurred in defending any claim.

Main Exclusions to Section 9

- 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

SECTION 10 - Error & Omission

This Section covers for claims brought against you, your former members of Management Corporation / Joint Management Body or your managing agent appointed by commissioner for the wrongful act committed or allegedly committed.

Main Exclusions to Section 10

This Section does not provide indemnity against any claim or claims:

- for libel or slander
- based upon or attributable to any Insured or any Employee gaining any personal profit, benefit or advantage or receiving any remuneration to which they were not legally entitled
- arising directly or indirectly or in any way connected with:
 - (a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants into or upon the land, atmosphere or any watercourse or body of water; or
 - (b) the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up of pollutants; or
 - (c) any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomis operation, installation, reactor, assembly, component, device weapon, material, fuel or waste from the combustion of nuclear fuel; or
 - (d) asbestos in whatever form or quantity
- for bodily injury to or sickness, disease or death of any person or for loss or damage to any tangible property including the loss of use or any consequential loss, but this exception shall not be deemed to exclude any claim(s) brought by occupiers or proprietors as defined under STRATA TITLES ACT 1985 (ACT 318) or BUILDING AND COMMON PROPERTY (MAINTENANCE AND MANAGEMENT) ACT 2007 (ACT 663) including its subsequent amendments
- based upon or attributable to
 - (a) any defect, shrinkage or other faults in the common property which falls under the property developer's obligation under the defect liability provisions of the construction contract

- (b) any repair and varied and additional works required to be carried out by the property developer to ensure that the development is constructed in accordance with the specifications and plans approved by the competent authority
- (c) any faulty design, defective material and poor workmanship
- (d) acts of services of professional firms
- based upon or attributable to any failure or omission on the part of the Management Corporation or Joint Management Body to effect and maintain insurance
- brought about or contributed to by any dishonesty or fraud by the Insured provided however that this Policy shall provide indemnity against all costs, charges and expenses reasonably incurred in successfully defending any action brought in respect of such claims by any third party

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 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 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; 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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