



TOKIO MARINE
INSURANCE GROUP

Fact Sheet

Professional Indemnity Insurance Policy (Excess Layer for Lawyer)

The Coverage

This policy will indemnify you, your partner or your employee up to but not exceeding in the aggregate the sum stated in the Schedules as the Limit of Indemnity for any sum which the Insured may become legally liable to pay as damages arising from any claim first made in writing against the Insured during the Period of Insurance stated in the Schedule as a direct result of any negligent act, error or omission in the professional conduct of the Business/Profession as stated in the Schedule committed or alleged to have been committed by the Insured or any partner or employee of the Insured on or after the Retroactive Date stated in the Schedule and within the Territorial Limit stated in the Schedule.

Provided always that, we shall only be liable under this Policy for damages IN EXCESS OF damages in the amount of the Deductible and, Our liability to pay under this Policy shall not attach unless and until the insurer(s) of the Primary Insurance have paid or admitted liability or been held liable to pay the full amount of their indemnity under the Primary Insurance.

In addition to damages, we shall also indemnify you for those sums, which you shall pay as costs and expenses in respect of any claim to which this Policy applies, provided that a payment of damages exceeding the limit of indemnity of the Primary Insurance has been made to dispose of a claim. We shall contribute to the said costs and expenses in direct proportion that our share of payment of the damages bears to the total damages payable. The costs and expenses shall be payable within and not in addition to the Limit of Indemnity provided by this Policy. It is understood and agreed that if any cost and expense is incurred by us on behalf of you which is the responsibility of you or the insurers of the Primary Insurance, then such amount shall be reimbursed to us by you.

Main Exclusions

- A. This policy excludes all claims or liabilities excluded under the Primary Insurance.
- B. This policy does not cover any liability whatsoever arising out of:
 - any claim made against the Insured as a result of any actual or alleged dishonest, fraudulent, criminal, illegal or malicious act, error or omission.
 - any professional service or work in connection with contracts and/or advices outside the Territorial Limit stated in the Schedule.
 - loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
 - any actual or alleged libel and slander.
 - loss of documents
 - unlawful dismissal or any breach of any obligation owed by the Insured as employer to any employee.
 - any claim against the Insured for actual or alleged passing off or infringement of patent, copyright, design, trademark, service mark, trade name or slogan by or on behalf of the Insured, or any actual or alleged unfair competition.
 - the granting of any personal financial guarantee or undertaking given by or on behalf of the Insured; or any express or implied warranty or guarantee given by or on behalf of the Insured relating to the financial return on any investment; or any investment recommendation, advice, representation or forecast given by or on behalf of the Insured.
 - the Insured not having maintained adequate insurance in the exercise of his duties as Executor, Trustee, Receiver or Liquidator.
 - any neglect, error or omission by the Insured in the estimate of costs and quantities.
 - any neglect, error or omission by the Insured in effecting or maintaining insurance or in providing finance or advice on financial matters.
 - the insolvency or bankruptcy of the Insured.

- any assumption by the Insured under any contract or agreement which would not have arisen in the absence of such agreement.
- directly or indirectly, any actual, alleged or threatened discharge, dispersal release, seepage or escape of pollutants, or any loss, cost or expense arising out of any direction or request, whether governmental or otherwise, that the Insured evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralise pollutants. The term “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. The term ‘waste’ as used in this definition includes materials which are to be or are being disposed of, recycled, reconditioned or reclaimed.
- any fact, situation, circumstance or occurrence:
 - (i) which, at the policy inception, the Insured knew or should reasonably have foreseen might lead to a claim against the Insured; or
 - (ii) about which notice has been given under any other insurance prior to the policy inception.

C. This Policy does not apply to:

- fines, penalties (whether civil, criminal or contractual), punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of, or in excess of, compensatory damages.
- bodily injury, sickness, disease, including death resulting therefrom, sustained by any person, and/or loss of or damage to any tangible property (including but not limited to those in the care, custody or control of or entrusted to the Insured) belonging to any person or organization and/or any loss of use or consequential loss resulting therefrom.
- any claim made by one Insured against another Insured (if there are more than one Insured covered under this Policy).

Duty of Disclosure

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

Payment of Premium

- Premium must be made to our agent or direct to us within 60 days from the inception of this Policy.
- Payment can be made by cash, credit card or cheques (cheques should be made in favour of our company).
- Insist on a receipt for the premium paid
- Contact us if you have not received the insurance policy after one month of purchase.

Deductible

The amount of Deductible stated in the Schedule, which is the amount of the limit of indemnity available for damages provided by the Primary Insurance. However, in the event that the amount of Deductible stated in the Schedule is higher than that of the limit of indemnity of the Primary Insurance, the former shall apply as though it is the actual amount of limit of indemnity of the Primary Insurance. The difference between the amount of Deductible stated in the Schedule and the amount of limit of indemnity of the Primary Insurance shall be fully borne by you

Primary Insurance

The mandatory primary professional indemnity insurance policy, which the Bar Council of Malaysia during the Period of Insurance has taken out and maintained and which provides insurance for all practitioners in the legal profession in Malaysia, and includes, if any, other underlying professional indemnity policy applies in excess of the aforesaid mandatory primary professional indemnity insurance policy.

Declarations

By acceptance of this policy, you agree that the statements in the declarations are your agreement and representations, that this policy is issued in reliance upon the truth of such representations and this policy embodies all agreements existing between yourself and the Company or any of your agents relating to this insurance.

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. Lodge a police report immediately if involving theft, accident and/or injury to third party.

Submission of Claim

- You must submit your claim with all supporting information and documents as requested to us and give full cooperation to the adjusters appointed by us 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.

Tokio Marine Insurans (Malaysia) Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.