



TOKIO MARINE
INSURANCE GROUP

Fact Sheet

Professional Indemnity Insurance Policy (Management Corporation/ Joint Management Body)

The Coverage

This policy will indemnify you up to but not exceeding in the aggregate of all claims under this Policy the sum stated in the Schedule, against any claim or claims which may be made against you during the Period of Insurance specified in the Schedule for any Wrongful Act (any act or omission, including error, misstatement, neglect or breach of duty, breach of trust or breach of warranty of authority) whenever or wherever committed or alleged to have been committed by

- i) you or
- ii) your predecessors in business or
- iii) any person at any time employed by you or such predecessors in business

in the conduct, by or on behalf of you, or such predecessors, of any business conducted in their capacity in the business/profession stated in the Schedule during the Period of insurance or on or after the retroactive date; and to pay the cost and expenses incurred with the written our consent in defense and settlement of any such claim.

Main Exclusions

We will not be liable under this Policy to provide indemnity in respect of any claims against you for or in respect of:

- Cyber Risks
- Assumed Liability
- Property in Custody
- Intellectual Property
- Aircraft & Watercraft
- Asbestos
- Pollution
- Radioactivity.
- Prior or Pending
- Consequential Oss and pure Financial loss
- Joint Venture
- Libel & Slander
- Fraud and Dishonesty
- Products Liability
- Public Liability
- Fines, Penalties and Punitive Damages

Limit of Liability

Our liability hereunder shall not exceed in the aggregate for all claims under this Policy the sum stated in the Schedule.

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

In respect of each claim made against you the amount of the Deductible specified in the Schedule shall be borne by you at their own risk and we shall only be liable to indemnify you in excess of such amount. Should any claim made against you involve more than one negligent act, error or omission then the Deductible specified in the Schedule shall apply to each such negligent act, error or omission separately.

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 :

- the Integrated Contact Centre of Bank Negara Malaysia via bnmtelelink@bnm.gov.my; or
- 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.