



TOKIO MARINE
INSURANCE GROUP

Fact Sheet

Professional Indemnity Insurance Policy (General)

The Coverage

This policy will indemnify you up to but not exceeding in the Aggregate the sum stated in the Schedule as the Limit of Indemnity for any sum which you may become legally liable to pay as damages arising from any claim first made in writing against you 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 you or you any partner or employee within the Territorial Limit stated in the Schedule.

Further it is understood and agreed that we will also pay for the costs and expenses incurred, with our written consent, in the defence or settlement of any claim to which this policy applies, however, our maximum liability to pay for damages and such costs and expenses shall not exceed the Limit of Indemnity stated in the Schedule.

Provided always that we shall be liable only, in respect of any claim hereunder, for that part of the claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by us investigating and defending the claim) which exceeds the amount stated as "the Excess" in the Schedule, it being understood and agreed that if any expenditure is incurred by us which, by virtue of this clause, is the responsibility of you then such amount shall be reimbursed to us by you forthwith.

Main Exclusions

This policy does not cover any liability whatsoever arising out of:-

- the manufacture, construction, alteration, repair servicing, treating of any goods or products sold, supplied or distributed by the Insured, even though some may be carried on by the Insured in conjunction with his Business/Profession as stated in the Schedule.
- any act, error or omission in connection with any project with respect to which any construction, erection, fabrication, installation, assembly, manufacture, alteration, repair, or supplying of goods, product, equipment or materials incorporated therein, is performed, in whole or part, by or on behalf of:
 - the Insured;
 - any person or organisation that owns the Insured; or
 - any subsidiary of the Insured or any legal entity under the common management, ownership or control with or of the Insured,regardless of whether in conjunction with or incidental to the Business/Profession as stated in the Schedule.
- bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship with the Insured.
- the ownership, use, occupation or leasing of property mobile (including but not limited to motor vehicles, watercrafts or aircrafts) and/or immobile by, to or on behalf of the Insured.
- any professional service or work in connection with contracts outside the Territorial Limit stated in the Schedule.
- any claim made against the Insured as a result of any actual or alleged dishonest, fraudulent, criminal, illegal or malicious act, error or omission.
- 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 passing off or infringement of patent, copyright, design, trademark, service mark, trade name or slogan, or any actual or alleged unfair competition.
- any actual or alleged libel and slander.
- loss of documents
- 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 neglect, error or omission in the estimates of costs and quantities, or in the valuation of real property.
- any assumption by the Insured under any contract or agreement which would not have arisen in the absence of such agreement.
- failure to comply with time limits.

- all joint-venture works.
- 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.
- War and Terrorism
- based upon, resulting from, in consequence of, or in any way involving, directly or indirectly, asbestos or silica dust, or any materials containing asbestos in whatsoever form or quantity, or any actual or alleged asbestos or silica related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or silica dust, or exposure or potential exposure to asbestos or silica dust.
- based upon, resulting from, in consequence of, or in any way related to, directly or indirectly, toxic mould, or any cost or expense of cleaning up, removing or detoxifying toxic mould.
- 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.
- 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.
- any claim made by one Insured against another Insured (if there are more than one Insured covered under this Policy), or any claim made by or in connection with any person or organisation which, is directly or indirectly owned, controlled, operated or managed by the Insured, or owns, controls, operates or manages the Insured

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.

Excess

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

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.