

PRODUCT DISCLOSURE SHEET



(Read this Product Disclosure Sheet before you decide to take up the Product. Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms)

Name of Insurance Company: Tokio Marine Insurance Singapore Limited (Brunei Branch)
Name of Product: Workmen's Compensation
Date: 01/01/2021

The information provided in this product disclosure sheet is valid as at 01/01/2021.

1. What is this product about?

This policy covers you as an employer with regards to your statutory liability under Workmen's Compensation Law(s) - Brunei Workmen's Compensation Act Chapter 74 (Revised Edition 1984). It covers for injuries by accident and/or diseases to your employee, arising from work during the policy period whereby you are liable for.

2. What are the coverage and exclusions provided?

Coverage

The policy indemnifies you against sums which you are legally liable to pay compensation in respect of:-

- Injuries by accident or diseases to your workmen arising from work
 - Death - 48 x Monthly Earnings or B\$28,800.00 whichever is less (minimum B\$9,600.00)
 - Permanent Disability - 60 x Monthly Earnings x % incapacity or B\$36,000.00 whichever is less (minimum B\$12,000.00)
 - Compensation for Death or Permanent Disability is awarded by Labour Department
 - Temporary Incapacity - 2/3 of monthly earnings or B\$400.00 per month which is less
- Medical Reimbursement upto B\$10,000/= per employee/period - Expenses incurred due to work-related accidents (subject to treatment at Government Hospital / Clinics only)

Additional Coverage (Maximum Reimbursement upto limit as stated in Policy Schedule)

- **Common Law** - to reimburse damages awarded by the Court (inclusive of costs and expenses) in which it is proven that the employee's accident and/or illness is due to negligence or breach of statutory duty on the part of the Insured, whom is also the employer.
- **Medical Expenses (Accident)** - to reimburse for medical expense rising out of accidental bodily injury caused by violent, external and visible means. This is only payable if no claim is paid under Workmen's Compensation Act.
- **Hospital and Surgical Expenses (Government Hospital/Clinic Only)** - to reimburse for medical expenses arising out of injury or illnesses incurred provided that the workmen is confined to the hospital for inpatient treatment. Pre and post hospitalization expenses are not covered. This is only payable if no claim is paid under Workmen's Compensation Act. (Compulsory for foreign employees unless standalone Hospital & Surgical Insurance is procured)
- **Repatriation Expenses** - to reimburse for reasonable charges (upto policy schedule) incurred for the following:-
 - transportation of the workmen to home country due to total permanent disablement
 - burial or cremation of the workmen in locality where death occurred and/or transportation of body or ashes to the workmen's country

Exclusion

The policy generally does not cover the following:-

- Death or bodily injury during non-working hours (eg: lunch hours)
- Death or bodily injury occurring outside Brunei Darussalam
- Illnesses or diseases that do not arise out of course of employment
- Coverage for employees above Age 55 (unless otherwise stated)
- Treatment at non-government hospital (unless referred through government hospital/clinic or policy extended to cover for non-government hospital)
- Employees not considered “workmen” under legislation (unless otherwise stated)
- Claims arising from asbestos / communicable diseases / war, civil war and act of terrorism
- Radioactive and nuclear energy risks

This list is non-exhaustive; please refer to your sample policy for the full list. Should there are any coverages which you are unsure, please approach the Company.

3. How much premium do I have to pay?

Depending on the Limit of Liability and also other factors (as below):-

- Annual or Project Policy
- Employee (Age, Occupation, Wages) or Project (Scope of Works, Project Period, Project Value) Details
- Extended Covers (if any)
- Other factors pertaining to the risk

4. What are the fees and charges that I have to pay?

Compulsory stamp duty charges would be B\$0.25 per policy.

When a policy is being sold to the Insured via an intermediary, there will be a percentage commission included in the total premium.

5. What are some of the important notes that customer should know?**Jurisdiction**

Policy is subject to jurisdiction within Brunei Darussalam Only

Duty of Disclosure

All material facts that you know or ought to know should be declared to the Company. Misrepresentation or omission of these information increases the risk of the policy being invalidated.

Changes of Material Facts

In the event whereby there are changes to the information provided during inception of the risk, you must inform your servicing agent or the Company in writing. These changes will be endorsed in the policy and failure to inform these changes may cause the policy to be invalidated.

Double Insurance

For Annual Policy, In the event there is another annual policy covering the same loss, damage or liability, the Company will only contribute its ratable proportion of any loss, damage, compensation, cost of expenses.

For Project Policy, in the event whereby there is another policy covering the same loss, damage or liability, the Project Policy will only indemnify the Insured in respect of any excess beyond the amount payable under other policies.

Claim Procedure

- 1) Insured is to notify servicing agent and/or the Company's Claim Department (2236108) immediately in the event of any potential claim.
- 2) For any work related injuries, Insured shall report to Labour Department within 10 days from date of occurrence of the accident
- 3) To submit completed claim form and supporting documents within 07 days (if death occurs) or 30 days (for temporary incapacity) after the occurrence of any potential claim

6. What do I need to do if there are changes to my contact details?

Insured will be able to contact the office at 2236113/112 to inform of the changes

7. What happens in the event of cancellation?

Insured will be able to contact the office at 2236113/112 should they wish to cancel the policy. Otherwise, Tokio Marine will be sending a notice of cancellation to the Insured's provided address through registered mail and also inform their servicing agent.

Please note that Tokio Marine may cancel the Policy by giving (7) days notice by registered mail to the Insured at his last known address. In the event where the notice is not received by the Insured, the cancellation will still take effect. A pro-rated refund will be provided to the Insured.

In the event whereby the Insured wishes to cancel the policy, it is possible to do so by giving a written notice to the Company by either registered mail or by hand delivery to the company. The cancellation will only be effective when the Company receives the cancellation notice. In such case, should the policy already be in force, the cancellation refund will be based on short-term charges (as below):-

Policy Period not exceeding	Charges
1 month	25% of the annual premium
2 months	35% of the annual premium
3 months	55% of the annual premium
4 months	65% of the annual premium
5 months	75% of the annual premium
6 months	85% of the annual premium
7 months	100% of the annual premium

8. What is a notice of expiry?

A notice of expiry is a renewal notice and Tokio Marine will be providing the document either directly to the Insured via mail or to the servicing agent (if any).

9. What happens in the event that insurance agent ceases to operate?

The insurance will still be valid until the expiry date. Moving forward, the Insured will be able to contact the office at 2236112/113/ or any other licensed Tokio Marine agents for any renewals, endorsements and cancellations.

10. What are the documents that I need to submit to apply for this product?

For new Annual cases, Insured is expected to provide the following:-

- Copy of Insured's Identification Card and/or Insured Company's Business Licence
- Copy of Passport/IC of Employee
- Duly Completed Proposal Form (upon request)

For new Project cases, Insured is expected to provide the following:-

- Copy of Letter of Award for Project
- Scope of Works
- Method Statement (upon request)

For renewal cases, Insured is expected to provide the following:-

- Written instructions and/or signed renewal notice to the servicing agent or to Tokio Marine

Other documents may be requested as and when necessary, upto the discretion of the underwriters.

11. Where can I get assistance and redress?

If you have difficulties, you must contact us the earliest possible. You may contact us at:

Name of Insurance Company: Tokio Marine Insurance Singapore Ltd

Address: Unit A1 & A2 1st Floor Block A Bangunan Hau Man Yong Complex Simpang 88 Kg Kiulap BE1518

Tel No: 22356115/2236108/113/100/112

Fax: 2236102

E-Mail: bruneitmis@tokiomarine.com.sg

If your query or complaint is not satisfactory resolved by us, you may contact Financial Consumer Issues, Brunei Darussalam Central Bank via email at fci@bdcdb.gov.bn or walk in at their address as follows:

Level 7, Financial Consumer Issues

Brunei Darussalam Central Bank

Ministry of Finance and Economy Building

Commonwealth Drive

Brunei Darussalam

Tel: 2380007

12. Where can I get further information?

Through our website, <https://www.tokiomarine.com/sg/en/brunei/home.html> or via phone call @ 2236113/112/100/110

IMPORTANT NOTES:

YOU ARE ADVISED TO DISCLOSE FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM THIS POLICY. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on the insurance companies. The final terms and conditions are as stipulated in the insurance policy after the insurance company's assessment

I / We hereby confirm having explained the Product Disclosure Sheet (PDS) to Customer in their preferred language English/Malay/Other (delete as applicable)

I / We hereby confirm having received and understand the explanation given in my preferred language English/Malay/Other (delete as applicable)

Name:	Name:
IC No:	IC No:
Date	Date