

## 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 documents or general terms. The information provided in this Product Disclosure Sheet is valid as at 01.08.2022.

### Product Name: Workmen's Compensation Protector

1. What is this product about?  
This policy covers you as an employer in respect of your statutory liability under Workmen's Compensation Law(s).
2. What are the coverage and exclusions provided?  
This policy indemnifies you against all sums for which you shall be liable to pay compensation to any employee for personal injury sustained by accidents or occupational diseases arising out of and in the course of his employment under:
  - The Law of Brunei Workmen's Compensation Act Chapter 74 (Revised Edition 1984)
  - The Common Law. The standard Common Law limit is B\$2,000,000.00 in the aggregate (inclusive of all costs and expenses) during the period of insurance, subject to a sublimit of B\$100,000.00 per employee (inclusive of all costs and expenses) for class 3 occupations or B\$250,000.00 per employee (inclusive of all costs and expenses) for other than class 3 occupations. **No common law cover for class 3 construction/construction related occupations.**

Duration of cover is for one year (except for project related risks). You need to renew your insurance policy annually

The Company shall not be liable under this Policy in respect of

- Any injury by accident or disease directly attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
- The Insured's liability to employees of contractors to the Insured.
- Any employee who is not a "workman" within the meaning of the Legislation.
- Any liability of the Insured which attached by virtue of an agreement but would not have attached in the absence of such agreement.
- Any sum which the Insured would have been entitled to recover from any party but for an agreement between the insured and such party.
- Any employees involved directly in any offshore activities of any nature.
- Any injury to any employee of the insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the Insured is liable under the Legislation.
- Any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.
- Any loss, damage, cost or expense directly or indirectly arising out of any kind of infectious or contagious disease or epidemic.
- Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

**Note:** This list is non-exhaustive. Please refer to the policy contract for the full list of exclusions.

3. How much premium do I have to pay?  
The total premium that you have to pay may vary depending on the underwriting requirements and annual payroll/wage roll you declared to us.

\*For project related risk, the earnings are usually based on 10% of the contract value.

4. What are the fees and charges that I have to pay?
  - Stamp duty BND0.25 and
  - When we sell a policy through insurance agent or broker, the insurer pays a percentage of commission from the total premium to the insurance agent or broker.
  
5. What are some of the important notes that customer should know?
  - a. Duty of Disclosure – You must disclose all material facts that you know or ought to know and confirm all the declarations/details are true and correct. Misrepresentation of material facts or non-disclosure of information in connection of the risk to be insured will invalidate the policy.
  - b. Duty of Care – You shall take all reasonable care and comply with all reasonable recommendations to prevent loss, damage or liability including to comply with any statutory requirements.
  - c. Change in Risk – You must inform the insurer or your agent in writing on any material changes so that the necessary amendments are endorsed into your policy.
  - d. Claim – Upon the happening of an accident which gives rise to a claim, you shall notify us immediately.
  - e. Policy Excess/Deductible – Is the amount you have to bear before you are being indemnify in the event of a claim.
  - f. Policy Renewal – Depending on the circumstances of the loss or claims made during the term of policy, we may review the policy terms and conditions upon renewal or decline renewal.
  
- Note:** *This list is non-exhaustive. Please refer to the policy contract for the full list of terms and conditions.*
6. What do I need to do if there are changes to my contact details?

It is very important that you inform us of any changes to your contact details. This is to ensure that all the correspondence will reach you in a timely manner.
  
7. What happens in the event of cancellation?

You can cancel the policy by giving notice to the Company to cancel this policy. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. Provided premium has been paid and no claim has been made, the refund premium will be calculated based on our short period rates for the period of the policy which has been in force.
  
8. What is a notice of expiry?

The notice is a reminder to notify that your policy is due for renewal
  
9. What happens in the event that insurance agent ceases to operate?

You may get your insurance needs from any other authorized agent or directly from insurer.
  
10. What are the documents that I need to submit to apply for this product?

You will need to submit the duly completed Proposal Form, a copy of Company Registration & Form X or Section 16 & 17, a copy passport/IC the employees.
  
11. Where can I get assistance and redress?

If you have difficulties, you must contact us the earliest possible. You may contact us at:  
Head Office: Units 12 & 13, Block A Regent Square  
Spg 150, Kg Kiarong  
Bandar Seri Begawan BE1318  
Negara Brunei Darussalam  
Fax: (673) 2 454277 Tel: (673) 2 226222, 2233999  
E-mail: [insurance@national.com.bn](mailto:insurance@national.com.bn)

Branch Office: Unit 20, Block C, Lot 8989  
Jalan Pandan Tujuh, Kuala Belait KA1931  
Fax: (673) 3 342191 Tel: (673) 3 331222, 3 336468  
E-mail: [kb@national.com.bn](mailto:kb@national.com.bn)

If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer issues, Brunei Darussalam Central Bank via e-mail at [fci@bdcb.gov.bn](mailto:fci@bdcb.gov.bn) or walk-in at their address as follows:

Financial Consumer Issues

Brunei Darussalam Central Bank

Level 7, Ministry of Finance and Economy Building

Commonwealth Drive BB3910

Brunei Darussalam

Tel: (673) 2 380007

12. Where can I get further information?

Should you require additional information about Workmen's Compensation Protector Insurance, please refer to your servicing Agent or alternatively visit our website at [www.national.com.bn](http://www.national.com.bn). You may also visit us at our Head Office or Branch Office for an assistance.

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