

## 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: Public Liability Insurance*  
*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 protects your legal liability to third party in the event of any accidents occurring within your premises during the Period of Insurance and happening or caused within the Territorial Limit.

### 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:-

- Loss or Damage to Property
- Bodily Injury (including illnesses)
- Cost and expenses of litigation recovered by claimant against the Insured and or other fees incurred with Company's consent

#### Exclusion

The policy generally does not cover the following:-

- Deductible as stated in the Policy Schedule
- Liability assumed by agreement
- Liability which is to be paid under Workmen's Compensation Act
- Liability to the non-third parties (ie: Insured Business's owner/partner/director/staff or any persons acting on behalf of the Insured or at any time performing work for the Insured under training scheme or employment contracts and person in the Insured's family or any one directly or indirectly connected with the Insured's business as per schedule
- Liability to due willful act or gross negligence of the Insured
- Liability due to fire, earthquake, explosion, floor, pollution, contamination or seepage
- Liability to any vessel or craft or animal owned used to perform loading or unloading
- Liability arising from breach of professional duty or service
- Liability arising from any commodity, article, or thing supplied, repaired, altered or treated by Insured
- Liability arising from any lift, elevator, escalator, hoist, crane or other lifting machinery
- Any fines, penalties and the likes
- Liability caused by ionizing radiation, contamination by radioactivity from any nuclear fuel, nuclear waste or related thereof
- Liability arising from strike, riot and civil commotion
- Liability arising from asbestos
- Liability arising from war risks and or any acts of terrorism

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
  - Type & Nature of Business
  - Insured Premises & Surrounding Areas
  - Extended coverage (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

#### 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

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

#### 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) To submit completed claim form and supporting documents within 07 working days after the occurrence of any accident, loss or damage.
- 3) Take steps to mitigate the loss (to call and check with the Company if any doubts)
- 4) Insured must NOT admit, offer or promise to pay the claimant (whether written or verbal) without prior consent of the Company.

### 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 cases, Insured is expected to provide the following:-

- Copy of Insured's Identification Card and/or Insured Company's Business Licence
- Duly Completed Proposal Form

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

#### **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 1<sup>st</sup> 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](mailto: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](mailto: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