



# PACIFIC & ORIENT INSURANCE CO. BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

A Member Of PIDM

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SST Registration No./ No. CP - W10-1808-31021805

## PRODUCT DISCLOSURE SHEET

### Workmen's Compensation Policy

(Read this Product Disclosure Sheet before you decide to take out the Workmen's Compensation Policy. Be sure to also read the general terms and conditions.)

The benefit(s) payable under eligible certificate/policy/product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my))

#### 1. What is this product about?

This policy provides an employer indemnity against any compensation payable under the Workmen's Compensation Law(s) of Malaysia for any personal injury sustained by its employee by accident or disease arising out of and in the course of the employee's employment by the employer.

#### 2. What are the covers / benefits provided?

This policy covers:

- Compensation payable by the employer under the Workmen's Compensation Law(s) of Malaysia for the personal injuries sustained by the employee by accident or diseases of the employee arising out of and in the course of his employment by the employer in the business; and
- Cost and expenses incurred with the insurance company's consent in defending any claim for such compensation.

The benefits provided under this policy are as follows:

- The insurance under this policy shall extend to cover employees who are registered with and contributing to the Employees Social Security Act 1969 (SOCSO). The insurance company agrees to indemnify your employee for such amount as you would have been obliged to pay by way of compensation under the Workmen's Compensation Act 1952.
- The limit of indemnity for the your liability at Common Law shall be limited to Ringgit Malaysia One Million only (RM1,000,000) each and every accident and in all during the period of this insurance.
- The insurance policy is extended to include your liability as within defined in respect of accidents to employees working abroad on temporary assignments, provided that any compensation or benefit arising therefrom must abide by the Malaysian or Singapore or Brunei Statutory Law and Jurisdiction.

Duration of cover is for one year. You need to renew the insurance policy annually.

#### 3. How much premium do I have to pay?

The total premium that you have to pay may vary depending on the annual wages, salaries and other income paid by you to the employees and the underwriting requirements of the insurance company.

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

Type	Amount
▪ Commissions paid to the insurance agent	▪ 25% of premiums
▪ Stamp duty	▪ RM10
▪ Service Tax (SST)	▪ 6% of premiums

## 5. What are some of the key terms and conditions that I should be aware of?

- Duty of Disclosure:
  - a) Consumer Insurance Contract:
    - Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this insurance wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this insurance). You must answer the questions fully and accurately.
    - Failure to take reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.
    - The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.
    - In addition to answering the questions in the Proposal Form (or when you apply for this insurance), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.
    - You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.
  - b) Non-Consumer Insurance Contract:
    - Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if you are applying for this insurance for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.
    - The above duty of disclosure shall continue until the time your contract of insurance is entered into, varied or renewed with us.
    - You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.
- You must ensure that the proposal form is completed accurately as it forms the basis of the insurance.
- The name of every employee together with the amount of wages salary and other earnings shall be properly recorded.
- The insurance premium due must be paid and received by us within 60 days from the inception date of this policy. If this condition is not complied with then this contract is automatically cancelled and we shall be entitled to the pro rata premium for the period we have been on risk.
- In the event of any occurrence which may give rise to a claim under this policy, you shall as soon as possible within 14 days give notice thereof to us with full particulars.
- You must observe and fulfil the terms, provisions, conditions, clauses and endorsement of this policy.

*Note: This list is non-exhaustive. Please refer to the policy contract for the full terms and conditions under this policy.*

## 6. What are the major exclusions under this policy?

This policy does not cover certain losses, such as:

- 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 Law(s);
- Any liability of the insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreements; and
- Any sum which the insured would have been entitled to recover from any party but for and agreement between the insured and such party.

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

#### **7. Can I cancel my policy?**

- You may cancel your policy at any time by giving written notice to us;
- We may also cancel this policy by giving you 7 days written notice by registered post to your last known address.

#### **8. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

#### **9. Where can I get further information?**

Should you require additional information about workmen's compensation insurance, you can contact us or any of our branches.

If you have any enquiries, please contact us at:

Pacific & Orient Insurance Co. Berhad  
11th Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut,  
50350 Kuala Lumpur.  
Tel : 03-2698 5033  
Fax : 03-2693 8145  
E-mail : [poi2u@pacific-orient.com](mailto:poi2u@pacific-orient.com)

#### **10. Other types of workmen's compensation insurance cover available:**

- Employers' liability policy

<p><b>IMPORTANT NOTE:</b> <b>YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.</b></p>
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The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.

*Pacific & Orient Insurance Co. Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.*

The information provided in this disclosure sheet is valid as at 01.01.2021.