



AS-SYIFA TAKAFUL CERTIFICATE

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AS-SYIFA TAKAFUL CERTIFICATE

Whereas the certificate holder (hereinafter referred to as the **Participant**) named in the attached Schedule (hereinafter referred to as the Schedule) by a written Proposal Declaration which shall be the basis of this contract and is deemed to be incorporated therein has applied to Takaful Brunei Keluarga Sdn Bhd (hereinafter called the Company) to participate in this takaful and in consideration thereof has paid to the Company the takaful contribution shown in the Schedule in accordance with the Laws of Brunei Darussalam.

NOW THIS CERTIFICATE WITNESSETH in respect of events occurring during the period of takaful as stated in the Schedule and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate).

SECTION 1 : DEFINITIONS AND INTERPRETATIONS

DEFINITIONS:

Unless otherwise required by the context, the following definitions shall apply :

Accident

Means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.

Certificate Wording

Means the entire Certificate comprising of the basic contract, the proposal, personal statements and any declarations made by the Participant and all Supplementary Contracts and endorsements incorporated in the Schedule or endorsed thereon and all written amendments made by the Company.

Cancer

Any malignant tumor positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma, and sarcoma.

Chronic Condition

Means condition which, with current medical knowledge, treatment can alleviate but not cure.

Commencement Date

Means the date of commencement or renewal of cover as shown on the Schedule or Endorsement.

Confinement

Means admission to a Hospital upon the recommendation of a Physician and continuous stay for a minimum period stated in Section 4 - Coverage, prior to discharge, which shall be evidence by a room and board charge by the Hospital.

Co-takaful

Means the proportion of covered medical expenses claims which the Person Covered must pay. The amount of any Co-takaful and the items of cover to which they apply are stated in the Schedule.

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Deductible

Means the amount the Person Covered must contribute towards the cost of each claim or course of treatment. The amount of any Deductible and the items of cover to which they apply are stated in the Schedule.

Dependants:

Children

Means the Participant's unmarried and unemployed biological children whose age next birthday between six (6) months to seventeen (17) years old. In the case of legally adopted children, the adoption certificate or any form of legal document is required to be submitted to the Company.

Spouse

Means the Participant's spouse aged below sixty-five (65) years.

Disability

Means all disabilities arising from the same cause including any and all complications there from, except that after thirty (30) days following the latest treatment from Hospital any subsequent disability, meaning a recurrence or relapse from the same cause shall be considered a new disability.

Emergency

Means a situation which, in the opinion of the Company or its authorised representatives, constitutes a serious or life-threatening medical emergency requiring immediate medical attention in order to avoid death or serious impairment to Person Covered's immediate or long-term health prospects.

Hospital

Means any lawfully operating institution, which has twenty four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organised facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.

Illness

Means sickness or disease contracted and / or commencing after thirty (30) days following the effective date or date of endorsement, whichever is later

Injury

Means bodily injury affected directly and independently of all other causes by accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.

Participant

Means the Owner who participates under this takaful plan. Participant may not necessarily Person Covered.

Period of Takaful

Means the period of takaful specified in the Schedule, and includes any extensions thereof as may be granted by the Company at its sole discretion.

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Person Covered

Means person defined on Section 3 of the Certificate

Physician

Means a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training. The attending Physician shall not be the Participant or Participant's business partner, employer, employee, agent, or person who is related to the Person Covered in any way.

Pre-Existing Conditions

mean any injury, illness, condition or symptom:

- a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Certificate for the Person Covered concerned, or
- b) which originated or was known to exist by the Person Covered (or anyone covered under the Certificate) prior to the commencement of the Certificate whether or not treatment or medication or advice or diagnosis was sought or received.

Reasonable and Customary Charges

Means charges for medical care which shall be considered by the Company or its medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Brunei Darussalam where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Any scales of charges which may be agreed from time to time between the Company, Hospitals and Physicians shall also be indicative of such Reasonable and Customary Charges.

Repatriation Expenses

Means reasonable charges incurred for: -

- i. The transportation of the Person Covered from Brunei to his home country (limited to 1 destination only) following bodily injury/sickness which results in his total permanent disablement;
- ii. Transportation of the body to the Person Covered from Brunei to his home country (limited to 1 destination only) where death occurs following bodily injury / sickness.

Serious Medical Condition

Means, for the purpose of interpreting Emergency Medical Evacuation cover, a condition which in the opinion of the Company or its authorised representatives constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Person Covered's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Person Covered's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Schedule

Means the schedule to this Certificate and the information that contains the details of Participant, Coverage, Contributions, and the Period of Takaful.

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Tabarru'

Means a commitment to donate in a pool or a fund for the purpose of mutual indemnity by all participants.

Waiting Period

means the period of thirty (30) days from commencement date of the Certificate / endorsement. No benefit due to illness occurring during this period will be payable. Any renewal done after thirty (30) days of expiry will be subject to a fresh Waiting Period.

Wakalah

Means a contract whereby the participant appoints the Company as Wakeel (agent) to administer, manage, invest and distribute the Takaful fund in the event of claim and the participant agrees to give Wakalah Fee for the aforementioned services.

Wasi

Means the trustee to execute the benefit payable in the event the Person Covered dies.

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INTERPRETATIONS

1. Unless the context otherwise requires, any reference to this Certificate to the masculine gender includes the feminine and neuter gender and vice versa.
2. Headings are for ease of reference only and shall not affect the construction and interpretation of this Certificate.
3. Words denoting the singular shall include the plural and vice versa.
4. Reference to person(s) include corporations, companies, firms, partnership, body corporate, unincorporated bodies or any state or government agency or body.
5. Where there are two (2) or more persons included in any term used herein, all agreements, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be deemed to be made by and be binding on such persons jointly and severally.
6. References to Clauses and Schedules unless otherwise stated are to be construed as references to Clauses and Schedules of this Certificate.
7. Unless the context otherwise requires or otherwise expressly stated, any reference to any “laws, legislation, statutes or rules” shall mean the “laws, legislation, statutes or rules” of Brunei Darussalam for the time being in force and includes common or customary law, any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but if not having the force of law the compliance with which is in accordance with the practice of persons to whom the directive, regulation, request or requirement is addressed).
8. Unless otherwise stated, any reference to a time of the day shall be reference to Brunei time.
9. Any reference to legislation, statutes and rules includes all amendments and replacements which may be enacted from time to time.
10. The Schedule hereto shall form an integral part of this Certificate and shall be taken, read and construed as an essential part hereof.
11. Any liberty, power, right, option or discretion which may be exercised or any determination which may be made hereunder by the Company may be exercised, or made to the Company’s sole, absolute and unfettered discretion and the Company shall not be under any obligation to give any reason.

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SECTION 2 : TERMS AND CONDITIONS

1. COOLING OFF PERIOD

If the Participant should find that the Certificate does not meet his needs, he may return it within fourteen (14) days after the commencement date of certificate. In such event, provided no claim has been made during the current Certificate year, the Participant shall be entitled for a full refund of the contribution paid without profit less medical expenses incurred by the company in considering his application.

2. THE CONTRACT

This certificate, the schedule and any endorsement to the certificate or the schedule shall be read together, and any word or expression to which specific meaning has been attached in any part of this certificate or of the schedule shall bear such meaning whenever it may appear.

3. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms, conditions and endorsements of the Certificate insofar as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be condition precedent to any liability of the Company to make any payment under this Certificate.

In addition, the Person Covered shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Person Covered knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Person Covered's expense, from any doctor or Hospital or other source.

4. NON DISCLOSURE OF FACTS

If proven where there is misrepresentation or non disclosure of facts, this Certificate shall become void and the Company will not be liable to pay the takaful benefit.

5. EVIDENCE OF AGE

The Company reserves the right at any time to require that the age of any Person Covered under this Certificate be proven to its satisfaction.

Evidence of age of a Person Covered must be satisfactory to the Company and will be required before any benefit in respect of him is paid under this Certificate.

6. ALTERATION OF CERTIFICATE

The Certificate may, at any time, be amended and changed, upon written request being made by the Participant and agreed to by the Company, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and provisions the Company may impose.

No change in this Certificate shall be valid unless evidenced by an endorsement signed by an authorised officer of the Company.

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7. NON ASSIGNMENT

The benefits under this Certificate shall be non-assignable.

8. EXISTING HEALTH CONDITIONS

No benefits shall be payable under this Certificate for coverage of Person Covered due to illness or injury occurring before the commencement of this Certificate.

9. MISSTATEMENT OF AGE

If, at the correct age, the Person Covered would not have been eligible for coverage under this Certificate, no benefit will be payable.

10. RENEWAL AND CANCELLATION OF CERTIFICATE

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal takaful contribution becoming due. The Certificate shall not be renewable in respect of any Person Covered after the end of the period of takaful during which such Person Covered reaches the age limit as stated in the Schedule. The Company reserves the right to vary the terms and provisions of this Certificate on any Certificate anniversary.

This Certificate may be cancelled by the Participant by serving at least seven (7) days' notice to the Company, such notice to state when thereafter cancellation shall become effective.

In such event, provided no claim has been made during the current Certificate year, the Participant shall be entitled for a return of the net takaful contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired period of takaful.

This Certificate may be cancelled by the Company by giving written notice of cancellation to the Participant at the business address shown therein, stating when, not less than seven (7) days thereafter, such cancellation shall become effective. Similarly, a pro-rata refund of net contribution (after deduction of wakalah fee) for the unexpired period of takaful will be made to the Participant for this cancellation provided the Company has not been advised of any claim.

11. SERVICE CHARGE

In the event that the certificate is endorsed or cancelled, the Company shall charge BND10.00 per certificate.

No service charge for policy surrendered during the cooling off period.

12. ARBITRATION

All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two (2) Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties or in case the Arbitrator do not agree of an Umpire appointed in writing by the Arbitration before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be condition precedent to any right of action against the Company. If the Company shall disclaim liability to

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the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. SUBROGATION OF RIGHTS.

The Participant shall, at the expense of the Company, do, and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required to be done on their own accord or as directed to be done by the Company or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon the Company paying for or making good any loss or damage under this Certificate, whether such acts or things shall be or become necessary or required before or after the Participants' indemnification by the Company.

14. CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of takaful that the Takaful Contribution due must be paid and received by the Company within thirty (30) days from the inception date of this Certificate/Endorsement.

If the Takaful Contribution is not received by the 30th day, then this contract of takaful will be automatically cancelled and the Company shall be entitled to the pro-rata Takaful Contribution on the period they have been on risk subject to a minimum of BND50.

Where the Takaful Contribution payable pursuant to this warranty is received by the Company or an authorised takaful agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was received by a person, including an authorized takaful agent, who was not authorised to receive such Takaful Contribution shall lie on the Company.

Subject otherwise to the terms and conditions of the takaful certificate.

15. CO-ORDINATION OF BENEFITS

The Certificate will not provide compensation other than on a proportionate basis if the Participant or Person Covered has any other takaful or insurance in force or is entitled to indemnity from any other source in respect of the same Accident, illness, death or expense. The Company has full rights of subrogation and may take proceedings in the Participant's or Person Covered's name, but at the Company's expense, to recover for the Company's benefit paid under the Certificate.

16. IN THE EVENT OF FRAUD

If any claim shall, in any respect, be false or fraudulent or if fraudulent means or devices are used by the Participant or Person Covered or anyone acting on their behalf to obtain benefit hereunder, then the coverage for the Person Covered shall be cancelled immediately and all benefits and contribution forfeited.

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17. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS.

Tabarru`

Participant hereby entrust to the Company, of which 76 % of the Takaful contribution will be donated as Tabarru` into the Group Family Takaful Fund to help other eligible Participants under the takaful contract

Al-Wakalah

The Participant hereby appoint the Company as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, the Participant agrees to give apportions 24% of the Takaful contribution to the Company as Wakalah Fee for the aforementioned services.

Distribution of Underwriting Surplus

The Participant also understands that the underwriting surplus arising from the said Fund, if any, shall be managed by the Company in a manner deemed fit by the Company and accordance to Shariah principles which shall give benefits to the Participant and the said Takaful Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus will only be distributed to the renewed certificate at the Company and the Participant has not incurred any claim and/or received any compensation and/or benefit under the takaful contract whilst the same is in force, which are also subject to the discretion of the Company and the integrity of the Takaful Fund. If the Takaful Certificate is not renewed, the Participant further agrees that there shall no underwriting surplus entitled to Participant and it shall be donated as Tabarru` in the Group Family Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

18. NON-GUARANTEE OF CONTRIBUTION PAYABLE

The Takaful Contribution payable is not guaranteed and the Company reserve the right to revise the Takaful Contribution payable based on future claim experience.

19. RETAKAFUL (REINSURANCE)

The Company shall have the discretion to secure adequate retakaful (reinsurance) from any sources it deems fit for the benefit of the Participant

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SECTION 3 : ELIGIBILITY

On the commencement date of the coverage, the Person Covered must be:

1. Adult Aged Next Birthday between eighteen (18) to sixty five (65) years old;
2. Child Aged Next Birthday between six (6) months to seventeen (17) years old;
3. Brunei Citizens or Residents of Brunei.

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SECTION 4: COVERAGE

I. BASIC COVER: IN- PATIENT TREATMENT

Basic In-Patient Treatment Coverage is provided on a per Person Covered Per Certificate year limit basis and subject to sub-limits as shown in the Schedule of Benefits as follows:

1. Hospital Room and Board

Cover includes Hospital accommodation, meal charges, nursing care and intensive unit care charges. The amount of the benefit and period payable shall be equal to the actual charges made by the Hospital during the Person Covered's confinement and shall not exceed the maximum stated in the Schedule of Benefit.

2. Hospital Miscellaneous Expenses

The Hospital Miscellaneous Expenses cover all medically necessary treatment and services provided by or on the order of a Physician to the Person Covered when admitted as a registered in-patient .

3. In-Hospital Doctor Visits

In addition to the above benefits, the Company will pay in respect of the Person Covered, who requires the services of a Physician in connection with the treatment of accidental bodily injury or sickness the regular and customary charges for visits made by a Physician in the hospital. Benefits are payable for one visit a day and subject to the Certificate year limit as shown in the Schedule of Benefits.

However, where surgery has been performed, this benefit shall be included in the Surgical Benefits & Day Care Surgery.

4. Surgical Benefits & Day Care Surgery

Surgical Benefits will be paid in an amount equal to the sum actually charged for such operation, provided however that the maximum benefit for all surgical operations performed shall not exceed the sum shown in the Schedule of Benefits.

Surgical Benefits will include surgeon fees, surgeon in-hospital visits, operating theatre charges, attending doctor's fees, anaesthesia charges and anaesthetist's fees

Day Care Surgery covers all medically necessary surgical procedures and related treatment provided by or on the order of a Physician to the Person Covered in a Hospital but does not require overnight stay.

5. Accident Outpatient and Accident Dental Treatment

If the Person Covered is injured as a result of an accident and is given treatment as an outpatient in a hospital, reimbursement will be made for the charges and treatment costs incurred provided that medical attention is sought within twenty four (24) hours of the occurrence of the accident.

If as a result of an accidental injury occurring to sound natural teeth, reimbursement will be made for the charges and treatment costs incurred in a hospital provided that medical attention is sought within 24 hours of the accident.

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All claims under this benefit require written certification from the attending Physician.

6. Pre-Hospital Diagnostic Services

Laboratory, X-ray or other medically necessary diagnostic procedures ordered by a Physician within days as stated in the schedule of benefits which result in the Person Covered being admitted as a registered in-patient to a Hospital for the treatment of the specific medical condition diagnosed, provided that such medical condition is covered by the Certificate. This benefit also includes consultation fees and medication prescribed.

7. Post-Hospital Follow-up Treatment

The medically necessary follow-up treatment ordered by a Physician to be rendered for up to the days stated in schedule of Benefits from the Person Covered's discharge from Hospital. Cover is restricted to follow-up treatment of the specific medical condition for which the Person Covered receives in-Hospital treatment covered by the Certificate.

8. Ambulance Services

The medically necessary transportation of the Person Covered by road vehicle to Hospital.

9. Final Care Expenses

In the event of death of any Person Covered, the Company shall pay, upon satisfactory proof, the Final Care Expenses up to the limit shown in the Schedule within twenty four (24) hours.

This benefit is applicable if the final rites are performed in Brunei Darussalam.

10. Repatriation Expenses

The Company will pay, upon satisfactory proof for the Repatriation Expenses as defined if, during the period of takaful the Person Covered shall sustain bodily injury or sickness resulting in death or hospitalisation as an in-patient in any registered and licensed hospital worldwide for treatment and subsequently certified by the attending Physician to be unfit to attend to the Person Covered's usual employment.

The amount of the said benefit shall be equal to the actual charges made by the relevant party(ies), but in no event shall the total benefit payable exceed the maximum amount shown in the Schedule of Benefits.

11. Emergency Medical Evacuation, Medical Repatriation and Repatriation of Mortal remains

International SOS Pte Ltd will provide and will pay for service in respect of Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains necessitated by accident, illness or death of the Person Covered occurring when he is travelling outside Brunei for a period not exceeding ninety (90) consecutive days on any one trip.

Arrangement and Payment of Emergency Medical Evacuation

International SOS Pte Ltd will arrange for the air and/or surface transportation and communication for moving the Person Covered when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available.

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International SOS Pte Ltd shall pay for the medically necessary expenses of such transportation, communication and all usual and customary ancillary charges incurred in such services arranged by International SOS Pte Ltd.

International SOS Pte Ltd retains the absolute right to decide whether the Person Covered's medical condition is sufficiently serious to warrant emergency medical evacuation. International SOS Pte Ltd further reserves the right to decide the place to which the Person Covered shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which International SOS Pte Ltd is aware at the relevant time.

Arrangement and Payment of Emergency Medical Repatriation

International SOS Pte will arrange for the return of the Person Covered to Brunei by air and/or surface transportation following an emergency medical evacuation where the Person Covered is evacuated to a place outside Brunei for in-hospital treatment. International SOS Pte Ltd shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by International SOS Pte Ltd.

International SOS Pte Ltd reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which International SOS Pte Ltd is aware at the relevant time.

Arrangement and Payment of Repatriation of Mortal Remains

International SOS Pte Ltd will arrange for transporting the Person Covered's mortal remains from the place of death to Brunei and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by International SOS Pte Ltd or alternatively pay the cost of burial at the place of death as approved by International SOS Pte Ltd.

II. OPTIONAL: OUTPATIENT DUE TO ILLNESS TREATMENT COVERAGE

Medically necessary treatment provided to Person Covered who is not a registered in-patient at a Hospital and defined as:

1. General Outpatient Services

Outpatient Services provided by or on the order of a Physician who is licensed as a General Practitioner.

2. Specialist Outpatient Services

Outpatient Services provided by or on the order of a Physician who is licensed as a Specialist or Consultant and to whom the Person Covered has been referred to by a General Practitioner.

3. Outpatient Laboratory and X-ray Services

Laboratory testing, radiographic and nuclear medicine procedures used to diagnose or treat medical conditions. Such services must be provided by or ordered by a Physician. Specialised investigations including CT scans, MRI, PET Scan, Amyloid Scan etc are subject to co-takaful stated on the Schedule.

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4. Outpatient Prescription Drugs

The sale and use of Drugs and medications, which is legally restricted to the order of a Physician, and prescribed for use by the Person Covered as an Outpatient.

Cover for Outpatient Services is subject to the Limit and Deductible stated on the Schedule. The deductible shall be applicable on a per disability per Person Covered basis.

Cover for Outpatient Services does not include expenses recoverable under any other type of Benefit covered by the Policy.

III. OPTIONAL: CANCER AND HOSPITAL ALLOWANCE COVERAGE

Cancer Coverage will be paid in an amount equal to the sum actually charged for such cancer treatment provided by hospital or a registered cancer treatment centre, provided however that the maximum benefit for all cancer treatment shall not exceed the sum shown in the Schedule of Benefits.

In the event of any Person Covered under this Clause is warded and confined in any hospital as hereinafter defined, on the recommendation of a Physician, the Company will, upon receipt and approval of proofs, pay the Hospital Allowance shown in the Schedule of the Basic Certificate in respect of

- i) illness occurring more than thirty (30) days after the date of entry, or date of reinstatement of this Clause, whichever is the latter, unless the Person Covered affected by this condition has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage, for the period during which the Person Covered shall be an in-patient of the hospital subject to a minimum of three (3) consecutive days of confinement but not exceeding sixty five (65) days; or
- ii) injury occurring after the date of entry, or the date of reinstatement of this Clause, whichever is the latter, for the period during which the Person Covered shall be an in-patient of the hospital subject to a minimum of three (3) consecutive days of confinement but not exceeding sixty five (65) days.

Under no circumstance will the Company pay for more than one Hospital Allowance for each day of confinement.

IV. GEOGRAPHICAL LIMITS

Worldwide excluding USA, Canada and countries under sanction, prohibition or restriction under United Nations resolutions or the trade of economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

V. ELECTIVE TREATMENT

Coverage is for treatment in Brunei only. Coverage other than Brunei within Geographical Limits is for emergency treatment only.

However, if the Person Covered seeks elective overseas treatment within Geographical Limits for non-emergency or chronic medical conditions only upon prior written approval by the Company or its authorised representative, benefits will be payable but shall be limited to the Reasonable and Customary charges for such treatment in Brunei Darussalam

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and shall exclude any cost of transportation to the place of treatment and accommodation other than that incurred as in-patient by the Person Covered. Elective overseas treatment is subject to twenty percent (20%) co-takaful of total medical costs.

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SECTION 5 : EXCLUSIONS

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from the Certificate and the Company shall not be liable to pay for:

1. Cost or expenses incurred for sickness contracted within the waiting period of thirty (30) days from commencement date of Certificate or Endorsement;
2. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Certificate.
3. Any condition that is or becomes chronic will be excluded although the policy will continue to cover any acute phases of that condition;
4. The following specified illnesses are not covered:
 - a) all kinds of cancer;
 - b) genetic conditions;
 - c) Alzheimer's, Dementia, Parkinson's Disease;
 - d) Autoimmune Diseases;
 - e) Regular or long term kidney dialysis in chronic or end-stage kidney failure.
5. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses, hearing aids, acne and primary hirsutism or related medical conditions, Vitamins, supplements, interferon injections and similar medicine, all dental treatment or oral surgery related to teeth (unless within the terms of the Accident Dental Benefit);
6. Cosmetic treatment or surgery including non-complicated varicose veins either symptomatic or not, deviated nasal septum, uvuloplasty for any reason and any treatment or procedure of navi which are not proved malignant;
7. Any expenses for the Persons Covered who are travelling outside Brunei contrary to the advice of a physician or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-Existing Conditions;
8. Tests or treatment related to infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital illnesses, hereditary conditions, genetic conditions, any abortion performed, any cryo preservation, implantation or re-implantation of living cells;
9. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms include hormonal replacement therapy, polycystic ovarian syndrome and related conditions;
10. Prosthesis, corrective devices and medical appliances which are not surgically required, treatment by a family member and all treatment that is not scientifically recognised by Western European or North American standards;
11. Traditional Chinese medicine, homeopathy, acupuncture, Unani medicine, Ayurveda, chiropractic and osteopathy treatments;
12. All costs relating to cornea, muscular, skeletal, human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to organ transplantation;

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13. Treatment of emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse;
14. Sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases;
15. Elective overseas treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the Person Covered returns to Brunei;
16. Experimental or pioneering or advanced medical and surgical techniques;
17. Any expenses incurred as a result of engaging in active service in the armed forces or police of any nation, active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
18. Any expenses related to the commission of, or the attempt to commit, an unlawful act;
19. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent or radioactive contamination, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
20. Travel costs in respect of trips made specifically for the purpose of obtaining medical treatment (unless in the course of an approved Emergency Medical Evacuation) and all Emergency Medical Evacuation costs not approved in advance by the Company or its appointed 24-hour Emergency Assistance Centre;
21. Hotel or non-Hospital accommodation costs, convalescent care, hospice care, rehabilitation, rest cures and services or treatment in nursing home or home for the aged or similar treatment, spa, hydro-clinic, sanatorium or long term care facility that is not a Hospital as defined;
22. Any expenses related to accident or injury occurring whilst engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored basis;
23. Any treatment or expense in respect of person covered less than six (6) months of age or more than sixty five (65) years of age at the date of the onset of the event giving rise to a claim, unless agreed otherwise by the Company prior to the commencement of the Certificate;
24. The cost of transporting the Person Covered by means of his or her employer's owned or leased watercraft or aircraft or the cost of medical treatment rendered by the employer's personnel or at the employer-provided medical facilities unless agreed otherwise in writing by the Company prior to the inception of the Certificate. This exclusion shall also apply to transportation and medical treatment which Person Covered is entitled to receive by virtue of a contract between his or her Employer and any Principal;
25. Costs arising out of any litigation or dispute between the Person Covered and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of the medical expenses covered by the Certificate;

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26. Goods and Services Tax and other government tax which may be levied on the treatment;
27. Communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic;
28. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;
29. Any circumcision whether or not due to illness or infection;
30. Treatment for obesity, weight reduction or weight improvement;
31. Non-medical personal services such as telephone, television, newspapers and the like;
32. Any treatment arising from causes which is prohibited by Shariah;
33. Any expenses related to the engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
34. Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.

REPATRIATION EXPENSES

The Company shall not pay takaful benefit resulted either directly or indirectly from:

- a. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to Commencement Date of the Certificate.;
- b. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- c. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- d. Suicide;
- e. Being under the influence of alcohol, misuse of drugs, hallucinogenic substances;
- f. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

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EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND REPATRIATION OF MORTAL REMAINS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless International SOS has given its prior written approval:

1. Any costs or expenses not expressly covered by the International SOS program and not approved in advance and in writing and/or not arranged by International SOS. This exception shall not apply to emergency medical evacuation from remote or primitive areas when International SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Person Covered;
2. Any event occurring when the Person Covered is within the territory of Brunei, his/her Home Country or Usual Country of Residence;
3. Any expenses for the Person Covered who is travelling outside Brunei contrary to the advice of a physician, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Conditions;
4. Any expenses for medical evacuation or repatriation if the Person Covered is not suffering from a Serious Medical Condition, and/or in the opinion of the International SOS physician, the Person Covered can be adequately treated locally, or treatment can be reasonably delayed until the Person Covered returns to Brunei;
5. Any treatment or expenses related to childbirth, miscarriage or pregnancy;
6. Any expenses related to accident or injury occurring whilst engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilising hard helmets with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored basis;
7. Any expenses incurred for emotional, mental or psychiatric illness;
8. Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases;
9. Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS-related condition or disease;
10. Any expenses related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment;
11. Any expenses incurred as a result of engaging in active service in the armed forces or police of any nation, active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
12. Any expenses in respect of the Person Covered who is more than sixty five (65) years of age at the date of intervention;
13. The cost of burial in Brunei or Home Country;

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14. The cost of transporting the Person Covered by means of owned or leased watercraft unless agreed otherwise in writing by International SOS prior to the commencement date of the Agreement;
15. More than one emergency evacuation and/or repatriation for any single medical condition of a Person Covered during the term of the takaful Certificate, subject to a maximum of one year unless otherwise decided by International SOS as medically necessary;
16. Any expenses for medical evacuation or repatriation where the Person Covered, in the opinion of the International SOS physician, can travel as an ordinary passenger without a medical escort;
17. Any expenses related to the Person Covered engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
18. Any expenses related to the Person Covered engaging in the commission of, or the attempt to commit, an unlawful act;
19. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
20. Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location;
21. Any expenses which is a direct result of nuclear reaction or radiation;
22. Any expenses incurred as a result of a Pre-Existing Condition.

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SECTION 6 : CLAIMS

The Company will act in good faith in all Company's dealings. Equally, the payment of claims is dependent on:

1. Pre-Authorisation

Before covered treatment is undertaken at a Hospital as an in-patient (except in cases of an Accident or medical emergency), the Person Covered must inform the Company with a duly completed Pre-Authorisation Request Form seven (7) days prior to the intended date of admission. The validity of the Company approved Pre-Authorisation Request Form is for fourteen (14) days from the date of approval and treatment must be obtained within the said period. Thereafter a new Pre-Authorisation Request shall be required.

2. Reimbursement

For claims on a reimbursement basis, a duly completed Reimbursement Claim Form (stamped and completed by the treating Physician) must be submitted to the Company with original supporting medical documents (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the Hospital. The Company reserves the right to reject the claim if this condition is not complied with.

In cases of an Accident or a medical emergency, a duly completed Reimbursement Claim Form (stamped and completed by the treating Physician) should be submitted to the Company with original supporting medical document (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the Hospital.

3. Notification

Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation must be given to the 24-hour Emergency Assistance Centre and its approval obtained prior to transportation.

Observance of these Notification of Claim conditions, together with the Claims and Emergency Assistance Procedures attached to and forming part of the Certificate, shall be conditions precedent to the Company's liability under the Certificate.

4. Payment Guarantees

Upon receipt of adequate prior notification of claim for Hospital-in-patient treatment and/or Emergency Medical Evacuation services, the Company or the 24-hour Emergency Assistance Centre will confirm the extent of takaful benefits, monitor claims procedures, issue (wherever possible) appropriate Pre-Authorisation Request approvals and/or arrange direct settlement to the Hospitals, Physicians or other service providers subject always to policy terms and conditions. This pre-authorisation is only valid for a period of fourteen (14) days from approval date and if treatment is done after validity date, a new pre-authorisation is required. No such Payment Guarantees or direct settlements can be made if the Company or the 24-hour Emergency Assistance Centre is not contacted in advance with all relevant details as stated above.

Covered Outpatient Services are not subject to Payment Guarantees or direct settlement and must be paid by the Person Covered or Participant and reimbursement less deductible claimed under the Certificate.

The deductible as shown in the Schedule of Benefits is on a per disability per person basis.

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5. Proof of Claim

Original documentation and receipts together with a fully completed Claim Form signed by the treating Physician and the Person Covered must be submitted to the Company within the time limits defined above. All cost incurred, if any, for obtaining and procuring all the documents/supporting documents shall be borne by the Person Covered. Photocopies are not acceptable.

One of the following documents is considered as valid proof by the Company for payment of Final Care or Repatriation Expenses:

- a. Death Certificate;
- b. Funeral Permit
- c. Medical Officer's Declaration from any Hospital or registered clinics

6. Examinations

The Company shall have the right and opportunity through its medical representative to examine the Person Covered whenever and so often as it may reasonably require. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

7. Claims Payment

All payable medical expenses incurred will be reimbursed in Brunei Dollars (BND). Where the Certificate is issued in Foreign currency, payment will be made at the exchange rate prevailing at time of payment provided by Bank Islam Brunei Darussalam Berhad.

8. Rateable Proportion

Subject to the maximum liability under this certificate, if at the time any claim arises under this Certificate and there be any other subsisting takaful / insurances, whether effected by the Participant or any other person or persons, covering the same Person Covered, the Company shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to the maximum liability of the company under this certificate.

9. Limitation

It is hereby provided that if no notice of claim of any claim made by the Person Covered is served on the Company within 6 months of the expiry of this Certificate, the Company shall not be liable to indemnify the Participant under this Certificate of any claims whatsoever by the Person Covered on the Participant.

10. Fraudulent Claim

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices be used by the Participant or any one acting on his behalf to obtain any benefit under this Certificate, or if the claim be occasioned by the wilful act or with the connivance of the Participant, all benefit under this Certificate shall be forfeited. If any payment has been made by the Company, the Company has the right to recover such payment and take legal action against the Participant.

11. Legal Proceedings

No action in law or equity shall be brought to recover under the Certificate until after the expiration of sixty (60) days from the date the Proof of Claim has been furnished in accordance with the Certificate conditions. The parties have agreed that the Law of Brunei shall

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govern and control in the event of any conflict or dispute between the parties with regard to the Certificate, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Brunei for the resolution of any such conflict or dispute.

CONTACT DETAILS

Please contact:

Claims Department
Unit 1 & 2 Kompleks Seri Kiulap
Kg Kiulap, Gadong
Bandar Seri Begawan BE1318,
Negara Brunei Darussalam

Tel. No : +673 2231 100

The 24-hour Emergency Assistance Centre :

International SOS Pte Ltd
331 North Bridge Road, 17th Floor
Odeon Towers
Singapore 188720
Tel. No. : (65) 63387800

In all communication with International SOS Pte Ltd, the Person Covered should quote:

Name
Certificate Number
Employer Name
Member ID

The English version of the Certificate is valid and will be referred to, in the event of any dispute arising from this Certificate.