



## STUDENTCARE TAKAFUL CERTIFICATE

<b>Contents</b>	<b>Page</b>
Section 1 Definitions and Interpretations	2
Section 2 Terms and Conditions	6
Section 3 Eligibility	9
Section 4 Coverage	10
Section 5 Exclusions	21
Section 6 Claims	28

## STUDENTCARE 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.

##### **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.

##### **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.

##### **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.

##### **Disability**

Means all disabilities arising from the same cause including any and all complications therefrom, 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.

**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.

**Tabarru'**

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

**Total Permanent Disability**

Means disability, whether caused by bodily injury or disease as stated in Table of Benefits. However, that to Determine if the total disability has become a permanent one, it must continue uninterrupted for a period of at least six (6) months.

Loss shall mean with regard to arms and legs, loss of function; with regard to eyes, total and irrevocable loss of sight.

**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 participant dies.

## 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.

## **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.

## **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 participant 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 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 30<sup>th</sup> 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.

**15. 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.

**16. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS.****Tabarru`**

The Participant hereby entrust to the Company, of which 62 % 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 apportionings 38% 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-GUARANTEED 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

### **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. Brunei Citizens or Residents of Brunei.

**SECTION 4: COVERAGE****1. HEALTHCARE**

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:

**(a) (i) Hospital Room and Board**

A hospitalisation benefit shall be paid when, upon recommendation of a physician, the participant is registered as a bed patient in a hospital. The amount of the said benefit shall be equal to the actual charges made by the hospital during the participant's confinement; but in no event shall the benefit under paragraph (a) exceed for any one day the rate of daily benefits set forth in the schedule of benefits

**(a) (ii) Intensive Care Unit**

Reimbursement of the daily charges made by the hospital, during confinement as a bed-patient in the intensive care unit of the hospital. The maximum period payable shall not exceed the maximum stated in the schedule of benefits

**(b) Hospital Miscellaneous Services**

In addition to the daily benefit under paragraph (a) above, a special hospital service benefit shall be paid during the time that the participant is registered as a bed patient in a hospital and is furnished or rendered any special hospital service which is regularly given by the hospital for treatment of that disability. The amount of benefit shall be equal to the actual charges made by the hospital during the participant's confinement but in no event shall this benefit exceed the maximum benefit set forth in the Benefits Schedule.

The hospital special services covered under this certificate shall include the following:

- Use of Operating Room;
- Drugs and Medicines Consumed On Premises;
- Dressings, Ordinary Splints and Plaster Casts;
- Laboratory Examinations;
- Electrocardiograms;
- Basal Metabolism Tests;
- Physical Therapy;
- X-Ray Therapy, Radium Therapy, Radium and Isotopes;
- X-Ray Examinations;
- Intravenous Infusions;
- Administration and the Cost of Blood or Blood Plasma.

**(c) Surgical Fees**

In addition to the benefits payable under paragraphs (a) and (b) above, a surgical benefit 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 obtained by multiplying the appropriate percentage shown for that operation in the surgical schedule of fees by the maximum surgical benefit shown in the benefits schedule. If two or more procedures are performed through a single incision, reimbursement for expenses for all such procedures shall not exceed the amount indicated for the one surgical procedure performed for which the largest amount is payable. Where surgery for disability is performed in various stages over a period of time, then all surgical fees incurred in the various stages for the said disability will be aggregated in computing the maximum amount payable under the surgical schedule of fees.

**(d) Anaesthetic Fees**

An amount equal to the actual fees charged by an anaesthetist for the supply and administration of anaesthesia but not to exceed 30% of the surgical fees reimbursed.

**(e) In-Hospital Doctors' Visits**

In addition to the above benefits, the company will pay the participant, 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 the physician to the hospital. Benefits are payable for one daily visit up to the maximum daily benefit shown in the benefits schedule.

However, where surgery has been performed, this benefit shall be included in the total of the maximum surgical fee payable under the surgical schedule of fees.

**(f) Pre-Hospital Diagnostic Services**

The above benefit provides reimbursement of charges incurred for outpatient diagnostic x-ray and laboratory examinations recommended by a physician in connection with a disability resulting from bodily injuries or sickness.

The total payment of this benefit shall not exceed the maximum limit shown in the benefits schedule. No payment shall be made if within thirty (30) days after diagnostic x-ray and laboratory examination, hospitalisation or surgical treatment is not required.

**(g) Pre-Hospital Specialist Consultation**

The Company will pay the actual expenses incurred by the participant for outpatient specialist consultation, excluding medication, which are recommended by a physician arising from an illness or injury. Payment for all such services furnished as a result of any one disability shall not exceed the maximum benefit shown in the benefit schedule. No payment shall be made if within thirty (30) days after the specialists' consultation; hospitalisation or surgical treatment is not required.

**(h) Ambulance Fees**

Reimburse expenses incurred for ambulance services but not to exceed the maximum stated in the Schedule Of Benefits

**(i) Post Hospital Treatment**

Following discharge from hospital, expenses incurred for follow-up treatment by the same physician will be reimbursable up to a period of thirty (30) days immediately following discharge from hospital subject to the maximum benefit shown in the schedule of benefit

**(j) Outpatient Treatment**

Primary consultation and treatment, including doctors', general medical practitioners' fees, prescribed medicines and drugs, diagnostic procedures, pathology, radiography, radiology, radiotherapy, chemotherapy, and physiotherapy. By chiropractors, osteopaths, homeopaths, acupuncturists when referred by a physician.

**(k) Funeral Expenses Benefit**

In the event of death of participant, 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.

**(l) 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.

**(m) 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. 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 Ltd 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.

**(n) Compassionate Emergency Visit**

The Company will pay costs incurred by participant for an economy class return airfare from place of study to travel to visit a close family member, up to the attained age of 75 years in the event of a medical condition that results in the

close family member being placed on a critical list or his/her death. Limited to one return journey per Participant per plan year.

### SURGICAL SCHEDULE OF FEES

The coverage also applies to procedures not described in this Schedule, and The Company will determine a maximum payment for such procedure which is consistent with the payments listed. Such determination will, in each case, take into account the nature and complexity of the procedure involved and the exclusions and other restriction application.

Description of Surgical Operation	Percentage of Maximum Benefit
<b>ABDOMEN</b>	
Appendectomy	50
Biopsy of pancreas	45
Cholecystotomy or cholecystostomy, drainage or removal of calculus (incision into the gall-bladder to remove stones	55
Colon resection, partial with or without colostomy	75
Total resection	100
Gastro or duodenal ulcer, perforation, closure of	75
Gastro –enterostomy	75
Gastro-jejunostomy	75
Gastroscopy and/or duodenoscopy	20
Gastrostomy (opening into the stomach)	60
Gut, resection of	100
Hepatectomy (resection of liver) partial lobectomy	75
Intestinal obstruction, acute	100
Laparotomy, exploratory	55
Liver Biopsy	20
Pancreatectomy, total or sub-total	75
Spleen, removal of	100
Stomach, total or partial resection of	100
<b>ABSCESS</b>	
Incision and drainage of superficial abscess, boil or furuncle, one or more	5
Treatment of carbuncle or abscess requiring hospitalisation, one or more	20
<b>AMPUTATION OF</b>	
Arm, upper, forearm, entire hand or foot	55
Fingers, thumbs, toes, each	20
Hip joints	100
Leg, through tibia and fibula	55
Shoulder joint or blade (Interscapula-thoracic)	100
Thigh, between hip and knee	75
Wrist, distal to metacarpals	30
<b>BREASTS</b>	
Biopsy of breast, incisional	20
Excision of cyst, fibro-adenoma or other benign tumour, aberrant breast tissue, duct lesion or nipple lesions	25
Mastectomy, simple	50
Mastectomy, radical, including breast, pectoral muscles and axillary lymph nodes, unilateral	75
<b>CHEST</b>	
Artificial pneumothorax, induction of	
Initial	13
Refills, each but not more than six	5
Bronchoscopy, diagnostic	20
Operative, excluding biopsy	30
Cardiolysis (removal of portion of chest walls)	100
Heart, wound of requiring sutures of wall	100

Intrathoracic, or Intra-abdominal aneurysm	100
Lobectomy, total or sub-total	90
Wedge resection	75
Lung, complete removal or portion of	90
Pericardium, opening and draining	75
Pneumonectomy, total	100
Thoracoplasty, complete	100
Thoracotomy, exploratory	50
Removal of pus, tapping excepted	13

#### CIRCULATORY SYSTEM

Abdominal aortic aneurysm (circumscribed dilation of aorta)	100
Thoracic aortic aneurysm-transverse arch graft	100
Transvenous Placement of Endocardial pacemaker	30

#### JOINTS AND DISLOCATIONS

Ankle dislocation, closed or open, reduction	60
Arthroscopy	20
Hip dislocation, closed or open, reduction	65
Knee dislocation, open with uncomplicated soft tissue closure, manipulative reduction	40
Tarsal bone dislocation, closed or open reduction	35
Wrist dislocation, closed or open reduction	35

#### EXCISION OR FIXATION BY CUTTING

Ankle, elbow, knee or wrist joints	50
Bone, removal of, diseased portion of femur, tibia, humerus of fibula	40
Hip joint, shoulder or spine	75
Lesser bones	20
Synovectomies of ankle and toes	40

#### EAR

Ear operation for epithelioma of	20
Fenestration, one or both sides	100
Mastoidectomy – simple	
radical	50
Myringoplasty	80
Myringotomy for otitis media	65
Removal of adenoids alone	15
Removal of aural polyp	10
Stapes, mobilisation	5

#### EYE

Cataract, removal of	60
Detached retina – operation for	75
Eyeball, removal of	45
Foreign body, removal of, from cornea	5
Glaucoma or Trauma	45
Pterygium removal of	30
Sty or chalasion, incision of	10

#### FRACTURES, TREATMENT OF

Ankle joint, opening for drainage	40
Ankle simple-closed reduction	35
Carpal bone fracture(s) closed or open reduction	35
Colles, including ulnar styloid simple-closed	
Reduction	25
Simple or compound – open reduction	40
Elbow, distal end of humerus or proximal	
End of radius or ulna, one or more bones, simple – closed reduction	40
Femur, shaft, including supra condyle simple	
- closed reduction	40
simple or compound – open reduction	70



Takaful StudentCare Certificate

Fibula, shaft, simple – closed reduction	25		
simple or compound – open reduction	50		
Finger, simple – closed or open reduction	25		
Humerus, shaft simple – closed reduction	25		
simple or compound – open reduction	50		
Jaw, wiring lower of	50		
Knee, removal of loose bodies	40		
Knee, removal of semilunar cartilage	60		
Metacarpal fracture(s) closed or open reduction	35		
Nose, simple –closed reduction	15		
Osteomyelitis of long bones, Acute	85		
Chronic	70		
Patella, wiring of	50		
Radius or ulna, shaft			
simple – closed reduction	20		
simple – compound – open reduction	40		
Radius and ulna, simple – closed reduction	25		
simple and compound – open reduction	55		
Rib, simple, strapping	18		
Shoulder or knee joint, opening for drainage	40		
Tibia, shaft, simple – closed reduction	25		
simple or compound – open reduction	40		
Tibia and fibula			
simple – closed reduction	30		
simple or compound – open reduction	60		
		<b>GENITO – URINARY TRACT</b>	
		Bladder ruptured	75
		removal of growths by abdominal surgery	75
		removal of growths by diathermy	40
		removal of stone	75
		Curettage orcauterisation of cervix, non-puerperal	13
		Cystectomy – with ureteroileal conduit or sigmoid	
		bladder with bilateral pelvic lymphadenectomy	100
		Cystoscopy – diagnostic	
		- with minor endoscopy procedure	5
		(eg. biopsy)	10
		Dilatation and curettage, non-puerperal	25
		Evacuation of foreign bodies from the bladder	25
		Hydrocele, radical care of	30
		Hysterectomy, radical for cancer	65
		with complete removal of tubes and ovaries	75
		with or without appendectomy	65
		Kidney haemorrhage due to accident	75
		Fixation of	75
		Removal of, with total ureterectomy & bladder	
		Cuff	85
		Removal of stone	50
		Laparoscopy	20
		Myomectomy, single or multiple, excision of	
		fibroid tumour of uterus-abdominal approach	60
		Orchidectomy	30
		Renal homotransplantation with unilateral	
		recipient nephrectomy	100
		Salpingectomy or oophorectomy or both,	
		unilateral or bilateral, independent procedure	55
		Testicles – Castration for growths or tuberculousis of	30
		- Open testicular bispsy	10
		Transurethral resection of prostate	75
		Endoscopic means – partial removal	30
		Ureter, removal of stone	35
		Urethra, stricture of, open operation	30
		Intra-urethral cutting operation	15
		Vacocoe, Epeididymectomy,	
		Excision of – single	25
		- bilateral	35
		<b>GOITRE</b>	
		Hemithyroidectomy	40
		Lymphatic glands	
		removal of malignant tumours of	100
		removal of tumuours for diagnosis or adenoma of thyroid	50
		Thyroidectomy, sub-total	50
		Total	65
		<b>HERNIA</b>	
		Herniurhaphy	35
		Herniotomy	50
		Strangulated hernia	75
		<b>LIGAMENTS AND TENDONS</b>	
		Tendon, lengthening or shortening	20
		repair and suture	25
		Transplantation	50
		Extensive grafting	50



## Takaful StudentCare Certificate

Deep suppuration in palm, forearm arm sole,  
leg or thigh involving multiple incisions or drainage 30  
Repair of the Achilles tendon 40

### NAIL

Excision of nail and nail matrix, partial or  
Complete (e.g. ingrown nail) 15

### NOSE

Antrum puncture 5  
Extranasal sinus operation 18  
Intranasal sinus operation 25  
Mastoid, radical cure for 60  
Nose, reconstruction of 75  
Polypus, removal, one or more 10  
Sarcoma, operation for, or epithelioma of nose 60  
Submucous resection 40  
Toilet and suture 5  
Turbinectomy 10

### OESOPHAGUS

Oesophagus 20  
Oesophagus, operation stricture 38  
Oesophagus, resection 100

### PILONIDAL CYST OR SINUS

Removal of 30

### PARACENTESIS

Tapping of – Abdomen 13  
Chest or bladder, cauterisation excepted 8  
Ear drum, hydrocele, joints or spine 5

### RECTUM

Colonoscopy with or without biopsy 20  
Fissure-in-ano, cutting operation for –  
Independent procedure 40  
Fistulotomy or fistulectomy – simple 35  
multiple 45  
Haemorrhoidectomy, internal & external, complex or extensive 55  
Haemorrhoidectomy and fistulotomy or fistulectomy 60  
Incision & Drainage of ischiorectal and/or perirectal / perianal abscess 15  
Papillectomy, single or multiple procedure 8  
Other cutting operation of rectum 25  
Rectum, excision of 100  
Sigmoidectomy 20

### SKULL

Cutting into cranial cavity, trephining and Tapping excepted 100  
Removal of bone trephining or decompression 40  
Trephining for fracture middle meningeal or Other Intracranial haemorrhage 100  
Tumour or abscess of the brain, cerebral or Cerebellar tumours 100

### SPINE OR SPINAL CORD

Division of posterior spinal tracts or roots 100  
Gasserian ganglion, resection of 75  
Intervertebral disc, excision of –  
without spinal fusion 75  
with spinal fusion 100  
Laminectomy 100  
Nerve grafting 50  
Spinal cord tumour, operation for 100

### THROAT

Adenoidectomy, independent procedure 15  
Excision of tumours of cords & epiglottis/or Stripping of vocal cords 35  
Jaw, total excision of upper or lower 100  
Partial excision 50  
Laryngectomy, without neck dissection 75  
Laryngoscopy, direct operative with biopsy 25  
Parotidectomy  
Removal of lower lip for cancer 50  
Tongue, total excision of for cancer 100  
Tonsillectomy with or without adenoidectomy 20  
Tracheotomy, independent procedure 20

### TUMOURS

Benign tumours of the testicle 20  
Benign tumours one or more, except as otherwise  
Herein provided  
Requiring hospital confinement 20  
Not requiring hospital confinement 5  
Excision of Bartholin's tumour or cyst 25  
Ganglion 20  
Incision or drainage of cyst 5  
Lesion of tendon sheath – wrist 20  
Malignant tumours of the mucous membrane,  
Skin and sub-cutaneous tissue 25  
Malignant tumours, surgical removal of, except, those of the mucous membrane, skin and sub-cutaneous tissue 50  
Warts or moles 5

### VARICOSE VEINS

Aneurysm in large arteries 50  
Cutting operation or injection treatment, both legs 60  
Ligation of small arteries smaller aneurysms 10  
Stripping of varicose vein, one leg 30





## 2. TRAVEL BENEFIT

### (a) Personal Liability

The Company will indemnify the Participant up to a limit of B\$50,000.00 against legal liability to a third party arising from an event occurring during the trip from Brunei Darussalam to country of study and vice versa as a result of:-

1. Accidental injury to another person;
2. Accidental loss or damage another person's property

and subject to this benefit limit also indemnify Participant against third party costs and expenses provided always that the Participant does not admit liability or enter into any settlement without prior notice to and obtaining written consent from the Company.

### (b) Baggage Lost / Damage

The Company provides indemnity for eligible loss, breakage or damage occurring during the trip from Brunei Darussalam to country of study and vice versa, to the Participant's baggage or personal property carried on the journey.

PROVIDED ALWAYS THAT:-

1. The Company shall not be liable for losses other than those resulting from theft, burglary, accident or mishandling by carriers and then only if the loss has been reported to the police, the carriers or a responsible authority within twenty (24) hours of the occurrence;
2. The Participant shall observe ordinary and proper care for the safety of the property covered, including examination of baggage when received and in the event of any destruction, loss or damage coming to the notice of the Participant shall give IMMEDIATE notice to:-
  - (a) The police in case of theft, loss or wilful damage by a third party, and obtain a certified copy of the official police report;
  - (b) The carriers when loss or damage has occurred during transit, and obtain a copy of the official Baggage Irregularity Report.
3. The limit of the Company liability each item/pair or set shall BND1,000.00;
4. The Company will indemnify the Participant against such loss or damage either by replacement or repair which shall be in excess of BND30.00 deductible for each occurrence provided that the maximum of the Company shall not exceed the sum covered.

### (c) Baggage Delay

The Company will pay up to the amount shown in the schedule of Benefits for emergency purchase of essential items of clothing or requisites consequent upon temporary deprivation of baggage for at least twelve (12) hours from the time of arrival at destination due to delay or misdirection in delivery.

PROVIDED ALWAYS THAT:-



## Takaful StudentCare Certificate

---

1. The delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator;
2. The delay is not a result of detention or confiscation by customs or other officials;
3. Documentation (including original purchase receipts) is produced by the Participant showing the details of the expenditure;
4. This benefit can only be utilised once during period of takaful;
5. A claim cannot be made under this section if the same loss is claimed for under the baggage section of this takaful;
6. No cover is provided after return home or on reaching the final destination.

### **(d) Trip Cancellation**

This Company indemnifies the Participant against losses of trip or airfare deposits or payments for other travel arrangements which are irrecoverable from the tour operator or airline concerned provided that such losses arise from:

1. Witness summons, jury service, government restrictions or compulsory quarantine. And do not arise from medical or physical conditions or other circumstances affecting the Participant known to exist on the date of issue of the ticket.

PROVIDED ALWAYS THAT;

- (a) Benefit for loss or airfares shall apply from the date of issue of this takaful until confirmed date of first departure or until the final date of the scheduled itinerary as stipulated before departure which ever shall occur the later.

### **(e) Trip Curtailment**

The Company indemnifies the Participant against loss on a pro-rata basis of the unused portion of pre-paid transport or accommodation charges included in the trip from Brunei Darussalam to place of study and vice versa arising from necessary and unavoidable curtailment of the trip as a direct result of bodily injury or sickness of the Participant or of the hijack of an aircraft or conveyance in which the Participant is traveling as a fare-paying passenger.

PROVIDED ALWAYS THAT:-

1. Any such cause does not arise from medical or physical conditions or other circumstances affecting the Participant known to exist on the date of issue of the ticket;
2. The Participant whose condition gives arise to any claim was not receiving in-patient treatment in a hospital or nursing home or was on the waiting list for such treatment or had received a terminal prognosis, at the date of issue of this takaful;
3. Satisfactory documentary evidence must be produced to support any claim.



## Takaful StudentCare Certificate

---

### (f) Strikes and Hijacks

The Company will pay BND50.00 each day up to limit of BND500.00 if the Participant's travel is delayed or prevented from reaching the scheduled destination shown on the confirmed travel itinerary wholly due to organised action, or to a hijack occurring while the Participant is on board an aircraft or conveyance.

PROVIDED ALWAYS THAT the resulting delay is more than twelve (12) hours in duration.

### (g) Computer or Laptop Lost / Damage

The Company will cover the damage or lost of a computer or laptop during the trip from Brunei Darussalam to country of study and vice versa to amount stated in the Schedule of Benefits.

PROVIDED ALWAYS THAT:-

1. The Company will indemnify the Participant against such loss or damage either by replacement or repair which shall be in excess of BND30.00 deductible for each occurrence provided that the maximum of the Company shall not exceed the sum covered;
2. If indemnification is by replacement, replacement value will be the depreciable value calculated over 5 years for the computer and 3 years for laptop since the date of purchase.

### 3. THE ACCIDENTAL DEATH AND PERMANENT DISABILITY

The Company will pay to the Participant or his successor in title as Wasi, the Sum or Sums of money specified in the Table of Benefits in the event that Participant shall sustain Bodily Injury caused by violent accidental, external and visible means which injury shall solely and independently of any other cause result in:

**A. DEATH** occurring within twelve (12) calendar months of bodily injury as aforesaid.

**B. PERMANENT DISABILITY** as per the Table of Benefits occurring within 12 (twelve) calendar months of bodily injury as aforesaid.

If during Disability, the Participant dies, the Company will subject to due proof, pay the balance of the takaful benefits payable on Accidental Death under such Basic Certificate.

Disability benefit will cease upon Person Covered attaining the age of sixty (60) years old

If both Accidental Death and Permanent Disability due to accident occur, the Company's liability is limited to one event whichever comes first.

### 4. DEATH AND TOTAL PERMANENT DISABILITY

In the event of Death of the Participant under this Certificate, the Company shall pay, upon satisfactory proof, the benefits payable under this Certificate to the Participant or his Wasi subject to exclusions.

Upon receipt and approval of due proof that the Person Covered shall have suffered from a total permanent disability as defined, the Company shall, subject to the other provisions of this Clause, pay to the Participant as specified in Table of Benefits.



## Takaful StudentCare Certificate

If during Disability, the Person Covered dies, the Company will subject to due proof, pay the balance of the takaful benefits payable on death under such Basic Certificate.

Disability benefit will cease upon Person Covered attaining the age of sixty (60) years old

If both Death and Total Permanent Disablement occur, the Company's liability is limited to one event whichever comes first.

### TABLE OF BENEFITS PERMANENT DISABLEMENT

Description of Illness / Injury	Percentage of Sum Covered
1. Loss of all sight of	
(a) Both eyes	100%
(b) One eye	50%
2. Loss of all hearing in	
(a) Both ears	100%
(b) One ear	50%
3. Loss of speech	50%
4. Loss of arm	
(a) At shoulder	50%
(b) Below wrist	50%
5. Loss of leg	
(a) At hip	50%
(b) Below knee	50%
6. Loss of	
(a) Four fingers and thumb of one hand	50%
(b) Four fingers of one hand	40%
(c) Thumb	
- Both phalanges	25%
- One phalanx	10%
(d) Index finger	
- Three phalanges	10%
- Two phalanges	8%
- One phalanx	4%
(e) Middle finger	
- Three phalanges	6%
- Two phalanges	4%
- One phalanx	2%
(f) Ring finger	
- Three phalanges	5%
- Two phalanges	4%
- One phalanx	2%
(g) Little finger	
- Three phalanges	4%
- Two phalanges	3%
- One phalanx	2%
(h) Metacarpals	



## Takaful StudentCare Certificate

---

- First or second (additional)	3%
- Third, fourth or fifth (additional)	2%
(i) toes	
- All of one foot	15%
- Great, both phalanges	5%
- Great, one phalanx	2%
- Other than great if more than one toe lost, each	1%

Loss shall mean with regard to arms and legs, loss of function; with regard to eyes, total and irrevocable loss of sight.

Permanent total loss of use of member shall be treated as loss of member.

Where any partial permanent disablement is not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which in the opinion of the Company is not inconsistent with the provision of the above and without regard to the participant's occupation.

The aggregate of all percentage payable in respect of any one accident and any period of Takaful shall not exceed 100% of the capital Sum Covered.

If the Person Covered is eligible under Total Permanent Disability and Accidental Permanent Disability Clause, the takaful benefit payable will be under one Clause only, whichever is bigger in amount.



## SECTION 5 : EXCLUSIONS

### 1. HEALTHCARE

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. However any condition that is or becomes chronic will be excluded although the policy will continue to cover any acute phases of that condition;

In addition, it is further understood that the following specified illnesses are not covered:

- a) all kinds of internal tumours;
  - b) cancer including leukaemia;
  - c) endometriosis;
  - d) genetic conditions;
  - e) Alzheimer's, Dementia, Parkinson's Disease;
  - f) Autoimmune Diseases;
  - g) Regular or long term kidney dialysis in chronic or end-stage kidney failure.
3. 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);
  4. 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;
  5. 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;
  6. 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;
  7. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms include hormonal replacement therapy, polycystic ovarian syndrome and related conditions;
  8. 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;
  9. Traditional Chinese medicine, homeopathy, acupuncture, Unani medicine, Ayurveda, chiropractic and osteopathy treatments;
  10. All costs relating to cornea, muscular, skeletal, human organ or tissue transplant from a donor to a recipient and all expenses directly



## Takaful StudentCare Certificate

---

- or indirectly related to organ transplantation;
11. Treatment of emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse;
  12. Sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases;
  13. Elective overseas treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the Person Covered returns to Brunei;
  14. Experimental or pioneering or advanced medical and surgical techniques;
  15. 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;
  16. Any expenses related to the commission of, or the attempt to commit, an unlawful act;
  17. 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;
  18. 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;
  19. 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;
  20. 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;
  21. 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;
  22. 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;
  23. 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;



## Takaful StudentCare Certificate

---

24. Goods and Services Tax and other government tax which may be levied on the treatment;
25. Communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic;
26. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;
27. Any circumcision whether or not due to illness or infection;
28. Treatment for obesity, weight reduction or weight improvement;
29. Non-medical personal services such as telephone, television, newspapers and the like;
30. Any treatment arising from causes which is prohibited by Shariah;
31. 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;
32. 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**

No payment will be made under this benefit if death or total permanent disablement of the Person Covered is caused directly or indirectly by the Participant.

### **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;





## Takaful StudentCare Certificate

---

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;
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;



## Takaful StudentCare Certificate

---

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.

## 2. TRAVEL BENEFIT

### (a) Personal Liability

This indemnity shall not apply in respect of judgments which are not in the first instance delivered by obtained from a Court of competent jurisdiction within Negara Brunei Darussalam.

### (b) Baggage Lost / Damage

This takaful does not cover:

1. Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
2. Losses of cash, bank notes, negotiable instruments, bonds or securities, and documents of any kind and all expenditure resulting from losses of passports, visas, air tickets, and transportation, accommodation or any other tour vouchers;
3. Unaccompanied baggage or baggage left behind or losses arising from personal negligence, or unexplainable disappearance;
4. Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, china, glassware, porcelain, object d'art, set and unset precious or semiprecious gemstones, jewellery;
5. Sports equipment whilst in use;
6. Wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic charges, or depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
7. Loss, breaking damage to eyeglasses, eye lens, dentures and other refraction aids, or to hearing-aids.

### (c) Trip Cancellation & Trip Curtailment

No benefit shall be payable in respect of losses arising out of pregnancy or gynecological disease or their sequelae.



### 3. DEATH BENEFIT

The Company shall not pay takaful benefit if the death of the Person Covered 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.

### 4. TOTAL PERMANENT DISABILITY AND ACCIDENTAL DEATH

The Company shall not pay takaful benefit if Total Permanent Disability or Accidental Death of the Person Covered resulted either directly or indirectly from:

- a. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Effective 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. Attempted suicide or self – inflicted injury whilst sane or insane;
- e. Any breach of the law by the Person Covered inclusive of those which result in imprisonment or any assault provoked by him;
- f. Under the influence of alcohol, misuse of drugs, hallucinogenic substances;
- g. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airlines or charter services;
- h. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- i. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- j. Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;



Takaful StudentCare Certificate

---

- k. Serving in any capacity for any navy, army, airforce, police force or security personnel;
- l. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
- m. Any disability of person covered after age of sixty (60) years.



## SECTION 6 : CLAIMS

### 1. HEALTHCARE

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

#### a. 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.

#### b. 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.

#### c. 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.

#### d. 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.



### **e. 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 Funeral Expenses or Repatriation Expenses:

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

## **2. TRAVEL BENEFIT**

(a) Notice of any claim must be given to the Company within thirty (30) days of the date of incident and in the instance of a claim under Personal Liability such notice must be given in writing as soon as possible and in any event not later than fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to the Company of death, illness, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.

(b) All claims must be submitted with comprehensive supporting information including:

### **i. Personal Liability**

Immediate written notification to the Company of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court documents, solicitors and other legal correspondence, etc must be submitted to the Company as soon as possible after the occurrence.

### **ii. Baggage lost / Damage, Baggage Delay and Computer or Laptop loss / Damage**

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline / carrier and his official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within twenty (24) hours of the occurrence.

### **iii. Trip cancellation and Trip Curtailment**

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim.

### **iv. Strikes and Hijack**

Documentation satisfactory to the Company that the strike / industrial action was officially recognised.



### **3. DEATH, ACCIDENTAL DEATH AND PERMANENT DISABLEMENT**

Written notice of an occurrence upon which a claim under this Certificate may be based must be given to the Company within thirty (30) days of such occurrence. Notice given by or on behalf of the Participant to the Company with particulars sufficient to identify the Participant, shall be deemed to be notice to the Company.

Provided that the Participant has become totally and permanently disabled, affirmative proof must be submitted to the Company after six (6) months and within nine (9) months from the date of occurrence of the disability. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

### **4. EXAMINATIONS**

The Company shall have the right and opportunity through its medical representative to examine the Participant 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.

### **5. 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.

### **6. 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.

### **7. 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.

### **8. 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.

### **9. 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 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.



## CLAIMS 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, 17<sup>th</sup> 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.**