

WORKMEN'S COMPENSATION PACKAGE

Takaful Brunei Am Sdn Bhd Unit 9 & 10 Spg. 493 Kg. Beribi, JIn Gadong BE 1118 Negara Brunei Darussalam



CERTIFICATE WORDING

1. PERSONAL ACCIDENT BENEFIT (OUTSIDE WORKING HOURS)

Cover Under this benefit

Takaful Brunei Am Sdn Bhd will indemnify the Covered Person up to the amount specified in the Schedule if the Covered Person suffers bodily injury resulting solely and directly from accidental, visible, violent, external means and such bodily injury shall be the sole cause of death or permanent total disablement as described under the Table of Benefits.

If the Covered Person shall thereby within twelve (12) months from the date of accident and independently of any other causes suffer any of the result described under the Table of Benefits, Takaful Brunei Am Sdn Bhd will pay benefit to the Participant or the Covered Person successor in title as trustees but shall not exceed the Sum Covered as specified in the Schedule or endorsed hereon.

Territorial Limit Worldwide

Special Provision under this benefit

- a) No benefit shall be payable under this Takaful Certificate until the total amount of such benefit has been ascertained and agreed upon.
- b) Accidental death shall not in any way be presumed by reason of the Covered Person disappearance except in the event of the total loss by shipwreck of the ship/boat or plane crash in which Covered Person were travelling and Covered Person body has not been found within twelve (12) months after the date of such event, Takaful Brunei Am Sdn Bhd upon being satisfied on the evidence available accepted that his death has been established.
- c) Provided at any time if payment have been paid by Takaful Brunei Am Sdn Bhd in settlement of a claim in such circumstances, the Covered Person are found to be living, any sum so paid by Takaful Brunei Am Sdn Bhd shall be refunded forthwith.
- d) This takaful shall not apply to a Covered Person who has attained the age of 65 years.
- e) If payment is paid under this benefit than benefit under "Workmen's Compensation Act" or "Death Benefit" is not applicable.

Special Exclusion under this benefit

Takaful Brunei Am Sdn Bhd shall not be liable for accidental death or total permanent disablement occurred either directly or indirectly as a result of the followings causes:

- I. The Covered Person are engaging in professional sports, speed contest, racing of any kind (other than on foot), winter sport, polo, ice hockey, parachuting or pot holing.
- II. Any equestrian activity or horse riding activities.
- III. Mountaineering requiring the use of ropes.
- IV. The covered Person is engaging in power boating, show jumping, water skiing and tricks or yachting.

If both accidental death and Permanent Disablement occur, Takaful Brunei Am Sdn Bhd liability is limited to one event whichever comes first.

TABLE OF BENEFITS ACCIDENTAL DEATH / PERMANENT DISABLEMENT

	Percentage of the Sum Covered
A. ACCIDENTAL DEATH	100%
B. PERMANENT DISABLEMENT	
Loss of two limbs	
Loss of both hands, or of all fingers and both thumbs	
Total loss of sight of both eyes	
Total Paralysis	100%
Injuries resulting in being permanently bedridden	
Any other injury causing permanent total disablement	
Loss of arm at shoulder Loss of arm between shoulder and elbow	
Loss of arm at elbow	
Loss of arm between elbow and wrist	
Loss of hand at wrist	
Loss of leg at hip	
between knee and hip	
below knee	
Eye: loss of - whole eye	
- sight of	
- sight of, except perception of light	50%
- lens of	
Loss of four fingers and thumb of one hand	
Loss of four fingers	40%
Loss of thumb both phalanges	
one phalanx	
Loss of index finger three phalanges	10%
two phalanges	
one phalanx	
Loss of middle finger three phalanges	6%
two phalanges	
one phalanx	
Loss of ring finger - three phalanges	
- two phalanges	
- one phalanx	
Loss of little finger - three phalanges	
- two phalanges	
- one phalanx	
Loss of metacarpals first or second (additional)	
third, fourth or fifth (additional)	
Loss of toes all great, both phalanges	
great, one phalanx other than great, if more than one toe lost, each	
if more than one toe lost, each	
Loss of hearing both ears	
one ear	
Loss of speech	

Where the injury is not specified Takaful Brunei Am Sdn Bhd reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the above. Permanent total loss of use of member shall be treated as loss of member. The aggregate of all percentages payable in respect of any one accident to any one Person Covered shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Person Covered. All other losses, smaller than 100%, if having been paid shall reduce the respective Person Covered's coverage under Benefit A and B by that amount from the dates of accident until the expiration of the Certificate.

2. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ACCIDENT

Cover Under this benefit

Takaful Brunei Am Sdn Bhd will subject to the terms of this benefit reimburse the Participant, upon satisfactory proof, for the medical, hospital and/or surgical expenses if during the Period of Takaful the Covered Person shall sustain bodily injury resulting solely and directly from an accident caused by violent, external and visible means.

Takaful Brunei Am Sdn Bhd shall reimburse the Participant with such expenses necessarily incurred and paid up to and in aggregate but not exceeding the sum stated in the schedule against such injury in respect of any one accident.

Territorial Limit Worldwide

Special Provision under this benefit

Takaful Brunei Am Sdn Bhd will reimburse the Participant for treatment of the Covered Person in any licensed and recognised Clinic or Hospital, provided that:

- a) Reimbursement shall be payable only if such medical, hospital and/or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of accident and the charges shall be reasonable and customary.
- b) In respect of injury shall occur after the date of cover, or the date of reinstatement of this benefit, whichever is the latter.
- c) Takaful Brunei Am Sdn Bhd may also have the right to examine the Covered Person whenever it may reasonably require.
- d) An Excess of BND50.00 is applicable in respect of each and every claim.
- e) No excess applicable for a follow up treatment from the same injury.
- f) If payment is paid under this benefit then the benefit of "Medical, Hospital & Surgical Expenses due to illness" is not applicable.

3. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ILLNESS

Cover Under this benefit

If during the Period of Takaful subject to the terms of this benefit Takaful Brunei Am Sdn Bhd will reimburse the Participant, upon satisfactory proof, for the medical, hospital and/or surgical expenses for the treatment of the Covered Person illness.

Takaful Brunei Am Sdn Bhd shall reimburse the participant with such expenses necessarily incurred and paid up to and in aggregate but not exceeding the sum stated in the schedule in respect of any one illness.

Territorial Limit Worldwide

Special Provision under this benefit

Takaful Brunei Am Sdn Bhd will reimburse the Participant for treatment of the covered person in any licensed and Recognised Clinic or Hospital, provided that:

- a) Reimbursement shall be payable only if such medical, hospital and/or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of the illness and the charges shall be reasonable and customary.
- b) Illness occurring more than thirty (30) days after the date of cover, or the date of reinstatement of this benefit, whichever is the latter. For an in-patient treatment subject to a minimum of six (6) consecutive hours of confinement. No out-patient treatment is covered.
- c) Takaful Brunei Am Sdn Bhd may also have the right to examine the Covered Person whenever it may reasonably require.
- d) An Excess of BND50.00 is applicable in respect of each and every claim.

- e) Excess will be applicable only one (1) time for a follow up treatment of the same illness.
- f) If payment is paid under this benefit then the benefit of "Medical, Hospital & Surgical Expenses due to Accident" is not applicable.

4. DAILY HOSPITAL ALLOWANCE

Cover Under this benefit

In the event of the Covered Person being in-patient or confined in a licensed and recognised Hospital, Takaful Brunei Am Sdn Bhd will pay the Covered Person a daily hospital allowance as per amount specified in the Schedule for the period of the Covered Person confinement, up to a maximum of sixty (60) days.

This benefit is payable only if the Covered Person in-patient or confined for more than twelve (12) hours due to an accidental injury or illness.

Territorial Limit Worldwide

5. DEATH BENEFIT

Cover Under this Section

Takaful Brunei Am Sdn Bhd shall subject to the terms of this benefit pay to the participant or the Covered Person successor in title as trustees in respect of the Covered Person death due to illness or natural death which occurs during the Period of Takaful up to the amount specified in the Schedule.

Territorial Limit Worldwide

Special Provision under this benefit

If payment is paid under this benefit than benefit under "Workmen's Compensation Act" or "Personal Accident" is not applicable.

6. REPATRIATION REIMBURSEMENT

Cover Under this Section

Takaful Brunei Am Sdn Bhd will subject to the terms of this benefit, upon satisfactory proof shall reimburse the Participant for the Repatriation Expenses incurred:

- (a) If during the Period of Takaful shall sustain bodily injury or illness resulting in death or hospitalisation as an in-patient in any registered and licensed hospital for treatment and subsequently certified by the attending registered Medical Practitioner to be unfit to attend to the Covered Person's usual employment.
- (b) If the Covered Person dies or suffers permanent total disablement within twelve (12) months of the accident or illness occurring during the Period of Takaful.

Territorial Limit

Amount of Benefit and Payment of Claim

The amount of the said benefit shall be equal to the actual charges made by the relevant party(ies). The aggregate total benefit payable under this benefit shall not exceed the maximum amount shown in the Schedule and limit to one destination only.

Worldwide

Proof of Claim

The following original document is considered as a valid proof by the Takaful Brunei Am Sdn Bhd to pay the **Repatriation Expenses** benefit:

- a. Airway Bill (death)
- b. Death Certificate
- c. Official Receipt

GENERAL CONDITIONS

Contract

This Certificate, the Proposal Form and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached to any part of this Certificate or the Schedule shall bear such specific meaning wherever it may appear

Observance

The liability of Takaful Brunei Am Sdn Bhd shall be conditional on the observance by the Participant and the Covered Person of the Terms and Conditions of this Certificate

Written Notice

Every notice or communication to be given or made under this Certificate shall be delivered in writing to Takaful Brunei Am Sdn Bhd by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd

Prevention of Accident and Disease

The Participant shall take reasonable precautions to prevent the Person Covered from accidents and disease and shall comply with all statutory obligations

Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam

The participant shall oblige to comply with the Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam.

Conduct and Control of Proceeding

No admission, offer, promise or payment shall be made by or on behalf of the Participant without the consent of Takaful Brunei Am Sdn Bhd which shall be entitled if it so desires to take over the conduct in his name the defence or settlement and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as Takaful Brunei Am Sdn Bhd may require

Warranty of disclosure of full salary, wages, financial benefit

The Participant hereby warrants of Takaful Brunei Am Sdn Bhd that the Participant has declared to Takaful Brunei Am Sdn Bhd, the full salary, wages and other financial benefits to Takaful Brunei Am Sdn Bhd in the proposal form or otherwise in writing from time to time of persons to be covered for the purposes of Takaful Brunei Am Sdn Bhd calculating the takaful Contribution payable for this Certificate.

Where Persons Covered are all persons required to be covered within the remaining of the Brunei Workmen's Compensation Act (Revised Edition, 1984) by the Participant and the Participant required Takaful Brunei Am Sdn Bhd to cover all such persons, and where the manner of calculating takaful Contribution payable for this Certificate is based on the total annual or any other periodical wages payable to Persons Covered, salary, wages and other financial benefits of Persons Covered to be declared shall include those of all persons required to be covered by the Participant within the meaning of the Brunei Workmen's Compensation Act (revised Edition, 1984).

Notwithstanding anything to the contrary in this Certificate, and subject to the limits and other conditions of takaful cover provided in this Certificate, it is hereby understood and agreed by the Participant that if salary, wages and other financial benefits of Persons Covered herein stated or declared in writing to Takaful Brunei Am Sdn Bhd are less than the actual wages paid or payable to the Persons Covered corresponding to the relevant period of takaful cover, the liability to Takaful

Brunei Am Sdn Bhd in respect of any claim under this Certificate shall be proportionately reduced and Takaful Brunei Am Sdn Bhd is not obliged to indemnify the Participant for the proportionate difference.

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, Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to the maximum liability of Takaful Brunei Am Sdn Bhd under this Certificate

Condition Precedent of Liability

The due observance and fulfilment of the terms, conditions, and endorsements of the Certificate so far as they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be conditions precedent to any liability of Takaful Brunei Am Sdn Bhd to make payment under this Certificate

Cancellation of Certificate

Takaful Brunei Am Sdn Bhd may cancel this Certificate in seven (7) days notice by registered mail to the Participant at his last known address. Such cancellation shall be effective upon the expiry of the seven (7) days from the date of the notice irrespective of whether or not the notice is actually received by the Participant. In such event Takaful Brunei Am Sdn Bhd shall retain the contribution paid on a pro-rata basis in proportion to the period the Certificate was in force and return the balance thereof to the Participant (after deduction of wakalah fee and service charges)

The Certificate may also be cancelled at any time by giving written notice to Takaful Brunei Am Sdn Bhd by registered mail or by hand delivery to Takaful Brunei Am Sdn Bhd. Such cancellation shall be effective only on the date of the actual receipt of the notice by Takaful Brunei Am Sdn Bhd or the effective date of cancellation stated in the notice, whichever shall be the latest. Provided no claim has arisen during the period of takaful the Participant shall be entitled to a return of the Contribution paid on a pro-rata basis in proportion to the period the Certificate was in force and return the balance thereof to the Participant

Participant shall return the current original Certificate, official receipt and pay cancellation administration fee to Takaful Brunei Am Sdn Bhd Counter on or before the date of cancellation

Termination of Cover

The cover for the Person Covered under this Certificate shall terminate upon the occurrence of any of the following events:

- I. Any breach of the terms and conditions in this Certificate; or
- II. The maturity of this certificate; or
- III. The termination / resignation of the Person Covered from the employment of the Participant / employer; or
- IV. The cancellation of the Certificate on the Person Covered

Records and Reports

The Participant shall keep record of the Person Covered under the Certificate containing, for each person, the essential particulars of the takaful coverage. The Participant shall furnish to Takaful Brunei Am Sdn Bhd such information concerning the persons eligible for the takaful cover under the Certificate as may reasonably by considered to have a bearing on the administration of the takaful cover of the Certificate and on the determination of the Contribution rates. Such records of the Person Covered shall be open for inspection by Takaful Brunei Am Sdn Bhd at any time. **Limitation**

It is hereby provided that if no notice of claim or any claim made by the Person Covered is served on Takaful Brunei Am Sdn Bhd within six (6) months of the expiry of this Certificate, Takaful Brunei Am Sdn Bhd shall not be liable to indemnify the Participant under this Certificate of any claims whatsoever by the Person Covered on the Participant

Territorial Limit

It is hereby agreed and subject to the provisions, warranties, terms and conditions of this Certificate, the territorial limit of takaful cover under this Certificate shall be limited to personal injuries inflicted, diseases contracted within the territorial limit of Brunei Darussalam and Takaful Brunei Am Sdn Bhd shall not be liable for any liability but for this Clause, Takaful Brunei Am Sdn Bhd would have been liable to indemnify the Participant under the terms of this Certificate

Disclosure of Pre-Existing Condition

The Participant is under obligation to inform Takaful Brunei Am Sdn Bhd in the proposal form or otherwise in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd prior to and after the engagement of takaful cover, of any pre-existing injury, illness, disease, medical conditions of the Person Covered that may increase the risk of a claim, prior to the commencement of takaful cover and every period of takaful cover and from period to period of takaful cover following from the commencement of takaful. Takaful Brunei Am Sdn Bhd will not be liable for any claims that are due to pre-existing conditions

Change of Business, Occupation or Physical Condition

The Participant shall give immediate notice to Takaful Brunei Am Sdn Bhd of any change in declaration from what was previously declared in the proposal form that in the opinion of Takaful Brunei Am Sdn Bhd, may increase the risk of a claim or any changes on the Certificate or Schedule shall be informed or communication in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd. For examples, any changes in address, business, occupation, the trade and shall also give notice of injury, disease, physical defect or infirmity affecting the Person Covered. Failure to inform, Takaful Brunei Am Sdn Bhd will not be liable to pay the takaful benefit

Evidence of Age

Takaful Brunei Am Sdn Bhd reserves the right at any time to require that the age of the Person Covered under this Certificate shall be proved to its satisfaction. Evidence of age of a Person Covered satisfactory to Takaful Brunei Am Sdn Bhd will be required before any benefit is paid under this Certificate

Alteration of Certificate

The Certificate may at any time, be amended and changed, without the consent of the Person Covered hereunder or any other person having a beneficial interest herein, upon written request being made by the Participant and agreed to by Takaful Brunei Am Sdn Bhd, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and conditions Takaful Brunei Am Sdn Bhd may imposed

No Assignment

The benefits under this Certificate shall be non-assignable

Subrogation of rights

The Participant, at the expense of Takaful Brunei Am Sdn Bhd, do and concur in doing and 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 Takaful Brunei Am Sdn Bhd or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which Takaful Brunei Am Sdn Bhd shall be or would become entitled or subrogated, upon Takaful Brunei Am Sdn Bhd paying for or making good any loss or damage under this Certificate, whether such acts and things shall be or become necessary or required before or after the Participants' indemnification by Takaful Brunei Am Sdn Bhd

Laws and Jurisdiction

This Agreement shall be governed by the Laws of Brunei Darussalam and Parties agree that the Court of Brunei Darussalam shall have exclusive jurisdiction

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 arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case in the arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against Takaful Brunei Am Sdn Bhd. The cost of and connected with the arbitration shall be at the discretion of the arbitrator, arbitrators or Umpire. The seat of arbitration shall be Brunei Darussalam and the laws of Brunei Darussalam shall apply to the arbitration

Time of Payment of Takaful Contribution

- i) The Takaful contribution must paid to Takaful Brunei Am Sdn Bhd or to Takaful Brunei Am Sdn Bhd authorised agent(s) at the time of issue of the Cover Note, Takaful Certificate and the Schedule, the Certificate of Takaful, extension(s), renewal endorsement(s) (as the case may be) UNLESS Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd
- ii) If Participant are given a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Takaful Brunei Am Sdn Bhd within that grace period the Takaful Certificate if it has come into effect will be automatically cancelled and Takaful Brunei Am Sdn Bhd are entitled to claim pro-rata Takaful contribution from Participant for the period of Takaful Brunei Am Sdn Bhd were on risk

Takaful Principles and Distribution of Underwriting Surplus

TABARRU'

You hereby entrust to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract

WAKALAH

You hereby appoint Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General 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, You agree to give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services.

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Sdn Bhd and in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to You as hibah upon renewal of this Takaful Certificate PROVIDED THAT You have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus entitled to You and it shall be donated as Tabarru' in the General Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself