

WORKMEN'S COMPENSATION CERTIFICATE WORDING

WHEREAS the Certificate holder (hereinafter referred to as the Participant) named in the attached Schedule (hereinafter called "The Schedule") carrying on the Business described in the Schedule and no other for the purpose of this takaful by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to participant in the General Takaful Business managed by Takaful Brunei Am Sdn Bhd for the takaful hereinafter contained and has paid or agreed to pay the takaful Contribution stated in the Schedule as consideration for such takaful

NOW THIS CERTIFICATE WITNESS that if any time during the Period of Takaful shown in the Schedule any employee in the Participant's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Participant in the Business and if the Participant shall be liable to pay compensation for such injury either under:

Workmen's Compensation Act (Revised Edition, 1984) or
at Common Law

Then subject to the terms exceptions and conditions contained herein or endorsed hereon, Takaful Brunei Am Sdn Bhd will indemnify the Participant against all sums for which the Participant shall be so liable subject to the Common Law Sub-Limit Per Employee (for any one accident) including legal costs and disbursements incurred with TBA's consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any changes in the Law(s) or the substitution of other legislation therefore this certificate shall remain in force but the liability of Takaful Brunei Am Sdn Bhd shall be limited to such sum as Takaful Brunei Am Sdn Bhd would have been liable to pay if the Law(s) had remained unaltered

EXCEPTIONS

The Takaful Brunei Am Sdn Bhd shall not be liable under this Certificate in respect of:

1. Not a Workmen

Any employee who is not a "workmen" within the meaning of the Law(s)

2. Others Contractors Employee

The Participant's liability to employees of contractors to the Participant

3. Others Agreement

i) Any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the Participant and such party

ii) Any sum which the Participants would have been entitled to recover from any party but for an agreement between the Participant and such party

4. War

Any injury by accident or disease directly attributable to:

- i) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war
- ii) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

5. Any "Act of Terrorism"

For the purpose an "act of terrorism" means an act including but not limited to the use of force or violence and / or the thereof of any person or groups (s) of persons, whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

6. Radioactive

Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- i) Ionizing radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
- ii) Nuclear weapons material
- iii) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity

7. Prohibited by Shariah

Any unlawful act(s) or such act(s) by Person Covered or Participant prohibited by law and / or Shariah

8. Suicide

Attempted suicide or self-inflicted injury by Person Covered or Participant whilst sane or insane

9. Breached of Law

Any Breach of law by the Participant or Person Covered inclusive to those which resulted in imprisonment or any assault provoked by him

10. Alcohol and Drugs

Death or injury to the Person Covered caused by or whilst under the influence of alcohol, drugs, hallucinogenic substance

11. Mental Exhaustion / Illness

Person Covered suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness

12. Flight Injury and Disease

Any injury or disease of Person Covered attributed to aviation, gliding or any other form or aerial flight other than as a fare paying passenger of a recognized airlines or charter services

13. Extreme Sports

The Person Covered in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race competition

14. Underwater Activity

The Person Covered's involvement in any underwater activity necessitating the use of artificial breathing apparatus

15. Sexual Transmitted Disease

No benefit shall be payable if the Person Covered is found to be infected by any Human Immunodeficiency Virus (HIV) or other sexually transmitted disease.

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 be 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

CLAIMS CONDITIONS FOR BENEFIT

1. Notice of Claims

In the event of any occurrence which may give rise to a claim under this Certificate the Participant shall furnish a written notice of death, injury or sickness upon which claim may be based, must be given to Takaful Brunei Am Sdn Bhd within fourteen (14) days from the date of death or date of the Person Covered has become totally and permanently disabled or the date of the injury or sickness, whichever is the earlier thereof. Affirmative proof must be submitted to Takaful Brunei Am Sdn Bhd on forms to be provided by Takaful Brunei Am Sdn Bhd within fourteen (14) days from the date of occurrence of the disability, injury or sickness. Every letter, claims, writ, summons and process shall be notified or forwarded to Takaful Brunei Am Sdn Bhd immediately on receipt

Notice shall also be given to Takaful Brunei Am Sdn Bhd immediately the Participant shall have knowledge of any impending legal action, prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid. Takaful Brunei Am Sdn Bhd has the right to reject any claim if notification is served more than fourteen (14) days from the date of the occurrence of the injury or sickness upon which a claim may be based

2. Notice of Labour Department

The Participant shall report the accident immediately to the Labour Department as provided under section 13(1) & (2) of the workmen's Compensation Act (Revised Edition 1984)

3. Examination

Takaful Brunei Am Sdn Bhd shall have the right and opportunity through its adjusters or medical representative to examine the Person Covered when and as often as it may reasonably required during the course of a claim hereunder and, in the case of death, to investigate the circumstances of death

4. Proof of Claim

All the documents, information and evidence required by Takaful Brunei Am Sdn Bhd shall be furnished at the expense of the Participant and shall be in such form and of such nature as Takaful Brunei Am Sdn Bhd may prescribe

5. Fraudulent Claim

If any claim made under this Takaful Certificate is in anyway fraudulent or if any false declaration is made or used to support a claim or if any fraudulent means or devices is used by the Participant or by anyone on Participant behalf to obtain any benefit(s) under this Takaful Certificate or if the loss or damage be occasioned by the Participant wilful act or connivance all benefits under this Takaful Certificate shall be forfeited and withdrawn and Takaful Brunei Am Sdn Bhd shall be under no liability or obligation to make any payment under this Takaful Certificate

6. Payment of Claim


Any payment under this Certificate shall be payable to the Participant in title for the Person Covered and the Participant shall be liable for any estate duty and other expenses which may become payable in respect thereof. Any receipt or discharge, which the Participant may give to Takaful Brunei Am Sdn Bhd for any benefit under this Certificate, shall be deemed a final and complete discharge of all liability of Takaful Brunei Am Sdn Bhd



Claim Department

Level 2, Unit 9 & 10, Simpang 493,
Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam
Tel: +673 245 1803
Fax: +673 245 6684

Takaful Brunei Am Call Centre

 +673 224 4000

Branches & Counters

Ibu Pejabat

Unit 9 & 10, Simpang 493,
Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam
Tel: +673 245 4969/3004
Fax: +673 245 1808

Delima

Unit A1, Bangunan Desa Delima
Simpang 44, Kg Pancha Delima
Jalan Muara BB4513
Tel: +673 233 1687/1654

Jabatan Pengangkutan Darat

Tingkat Bawah, Kementerian
Perhubungan, Jalan Beribi BE1110
Tel: +673 245 1936

Jabatan Buruh

Tingkat Bawah, Jabatan Buruh
Kementerian Dalam Negeri, Jalan
Dewan Majlis, Bandar Seri Begawan
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Tel: +673 238 1461

Mail Processing Centre (MPC)

Mail Processing Centre, Old Airport,
Berakas, BB3510
Tel: +673 238 1966

Tutong

Unit 16-17, 1st Floor
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Seria Counter

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Seria, KB2733
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Kuala Belait

Ground Floor, Plaza Sutera Biru
Jalan Sungai, Kuala Belait KA2331
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Temburong Counter

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Pekan Bangar, Temburong PA1351
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