

## CADANGAN BAGI TAKAFUL PAMPASAN PEKERJA / PROPOSAL FOR WORKMEN COMPENSATION

UNTUK KEGUNAAN PEJABAT / FOR OFFICE USE ONLY

Tarikh Cadangan Diterima  
Date Proposal Received

No. Sijil  
Certificate No.

Pastikan awda menerima resit rasmi Syarikat bagi bayaran yang awda buat. / Kindly ensure that you collect the official receipt for the payment you make.

PERHATIAN :  
AWDA ADALAH DIKEHENDAKI MENERANGKAN DENGAN SEPENUH DAN SEBENARNYA SEMUA BUTIR-BUTIR YANG AWDA TAHU ATAU SEPATUTNYA TAHU DALAM CADANGAN INI. JIKA TIDAK SIJIL YANG DIKELUARKAN MENURUT CADANGAN INI ADALAH TIDAK SAH.

NOTE :  
YOU ARE TO DISCLOSE IN THIS PROPOSAL FORM, FULLY AND FAITHFULLY, ALL THE FACTS WHICH YOU KNOW OR OUGHT TO KNOW, OTHERWISE THE CERTIFICATE ISSUED HEREUNDER MAY BE VOID.

SILA TANDAKAN ( ✓ ) UNTUK MANA-MANA JENIS PERLINDUNGAN YANG DIPERLUKAN. / PLEASE TICK THE APPROPRIATE BOX(ES) ( ✓ ) FOR THE TYPE OF COVERAGE(S) CHOSEN

PAMPASAN PEKERJA / WORKMEN COMPENSATION  PAMPASAN PROJEK / WORKMEN PROJECT  PAKEJ PAMPASAN PEKERJA / WORKMEN'S COMPENSATION PACKAGE

SEMUA SOALAN HENDAKLAH DIJAWAB MENGGUNAKAN DAKWAT DAN HURUF BESAR  
ALL QUESTIONS MUST BE FULLY COMPLETED IN BLOCK LETTERS AND IN INK

### (A) PENCADANG / THE PROPOSER

(1) NAMA PENUH / NAMA SYARIKAT  
FULL NAME / COMPANY NAME

(2) GELARAN  
TITLE

(3) a) ALAMAT SURAT MENYURAT / ALAMAT PERNIAGAAN  
CORRESPONDENCE ADDRESS / BUSINESS ADDRESS

(3) b) NO TELEFON  
PHONE NO

(4) a) NO KAD PENGENALAN  
I/C NO.

(4) b) WARNA  
I/C COLOUR

(4) c) BANGSA  
RACE

(4) d) UGAMA  
RELIGION

(5) PEKERJAAN  
OCCUPATION

(6) NO. PENDAFTARAN PERNIAGAAN  
BUSINESS REGISTRATION NO.

JENIS PERNIAGAAN  
TYPE OF BUSINESS

### (B) PERLINDUNGAN YANG DIPERLUKAN / COVERAGE REQUIRED

(1) TEMPOH TAKAFUL  
PERIOD OF TAKAFUL

(2) SKOP PERLINDUNGAN YANG DIPERLUKAN (SILA TANDA ( ✓ ) DALAM KOTAK YANG BERKENAAN)  
SCOPE OF COVER REQUIRED (PLEASE TICK ( ✓ ) THE APPROPRIATE BOX)

(3) UNTUK DIISI BAGI PAMPASAN PEKERJA PROJEK SAHAJA / TO BE FILLED IN FOR WORKMEN COMPENSATION PROJECT ONLY  
SILA NYATAKAN BUTIR-BUTIR MENGENAI PEKERJAAN KONTRAK PROJEK / PLEASE STATE PARTICULARS OF PROJECT WORKS

(4) TEMPAT ATAU TEMPAT-TEMPAT PEKERJAAN / PLACE OR PLACES OF EMPLOYMENT

(5) ADAKAH AWDA MENGHENDAKI PERLINDUNGAN "COMMON LAW" ? / DO YOU REQUIRE COMMON LAW COVERAGE ?  
JIKA YA, BERAPAKAH HAD YANG DIKEHENDAKI ? / IF YES, WHAT IS THE REQUIRED LIMIT ?

(6) a) HAD KUASA PERUNDANGAN  
JURISDICTION LIMIT

b) HAD-HAD KAWASAN  
TERRITORIAL LIMIT



**(D) BUTIR-BUTIR PERLINDUNGAN BAGI PEKERJA PROJEK / COVERAGE DETAILS FOR WORKMEN PROJECT**

- (1) ADAKAH AWDA BERCADANG UNTUK MELINDUNGI LIABILITI AWDA DI BAWAH UNDANG-UNDANG DI ATAS KEPADA PEKERJA-PEKERJA SUB-KONTRAKTOR AWDA? DO YOU WISH TO COVER YOUR LIABILITY UNDER THE ABOVEMENTIONED LAWS TO THE WORKMEN OF YOUR SUBCONTRACTORS?  YA YES  TIDAK NO
- (JIKA 'YA' SILA ISIKAN RUANGAN DI BAWAH) / (IF 'YES' PLEASE COMPLETE THE FOLLOWING)

NAMA KONTRAKTOR NAME OF CONTRACTORS	JENIS PEKERJAAN YANG DISUB-KONTRAKKAN NATURE OF WORK SUBLET	JIKA KONTRAK BAGI BURUH DAN BARANG-BARANG SILA NYATAKAN ANGGARAN AMAUN KONTRAK IF CONTRACT FOR LABOUR AND MATERIALS STATE AMOUNT OF CONTRACT	BAGI KONTRAK BURUH SAHAJA SILA NYATAKAN AMAUN KONTRAK IN CASES FOR WHICH THE CONTRACT IS FOR LABOUR ONLY, STATE AMOUNT OF CONTRACT

**(E) PERKARA AM / GENERAL**

(1) ADAKAH KERJA YANG DIJALANKAN TERMASUK PENGGALIAN TANAH ATAU YANG BERKAITAN DENGAN GERAKAN TANAH? DOES THE WORK TO BE CARRIED OUT INCLUDE EXCAVATIONS OR ANY FORM OF EARTH MOVING?  YA YES  TIDAK NO

(2) ADAKAH TERDAPAT SEBARANG PEKERJAAN YANG DIJALANKAN MELIBATKAN PENGGUNAAN ALAT GERGAJI BULAT ATAU MESIN-MESIN LAIN YANG DIKENDALIKAN OLEH WAP, GAS CECAIR, KUASA ELEKTRIK ATAU KUASA MEKANIKAL LAINNYA? JIKA YA, SILA NYATAKAN SECARA TERPERINCI ARE THERE ANY WORK UNDERTAKEN INVOLVE ANY CIRCULAR SAW OR OTHER MACHINERY DRIVEN BY STEAM, LIQUEFIED GAS, ELECTRICAL OR OTHER MECHANICAL? IF YES, GIVE FULL PARTICULARS

(3) SILA NYATAKAN APAKAH ASID, GAS, BAHAN KIMIA, BAHAN LETUPAN ATAU SEBARANG UNSUR BAHAYA YANG LAIN YANG AKAN DIGUNAKAN DAN SETAKAT MANAKAH PENGGUNAANNYA. STATE WHETHER ACIDS, GASES, CHEMICAL OR EXPLOSIVES OR OTHER DANGEROUS SUBSTANCES WILL BE USED AND TO WHAT EXTENT.

(4) UNTUK TANGGUNGAN TERHADAP KAKITANGAN AWDA IN RESPECT OF YOUR LIABILITY TO YOUR EMPLOYERS

a) ADAKAH AWDA SEKARANG DILINDUNGI? ARE YOU AT PRESENT COVERED?  YA YES  TIDAK NO

b) PERNAHKAH AWDA MEMOHON PERLINDUNGAN TAKAFUL/INSURANS? JIKA ADA, SILA NYATAKAN PENGENDALI TAKAFUL/SYARIKAT INSURANS HAVE YOU EVER PROPOSED FOR TAKAFUL/INSURANCE COVERAGE? IF SO, PLEASE GIVE NAME(S) OF THE TAKAFUL COMPANY/INSURER(S)

**(F) PENGALAMAN BERKENAAN TUNTUTAN / CLAIM EXPERIENCE**

- (1) SILA NYATAKAN BILANGAN KEMALANGAN YANG MENIMPA PEKERJA-PEKERJA AWDA BERSABIT MEREKA DALAM TEMPOH 3 TAHUN YANG LALU PLEASE STATE THE NUMBER OF ACCIDENTS THAT HAPPENED TO YOUR EMPLOYEES IN THE LAST 3 YEARS

TAHUN YEAR	KEMATIAN FATALITY		HILANG UPAYA SEMENTARA SAHAJA TEMPORARY DISABLEMENT ONLY		HILANG UPAYA SEPENUHNYA PERMANENT DISABLEMENT		TUNTUTAN YANG MASIH BELUM SELESAI CLAIMS STILL UNSETTLED	
	BIL NO.	PAMPASAN YANG DIBAYAR SEHINGGA KINI COMPENSATION PAID TO DATE	BIL NO.	PAMPASAN YANG DIBAYAR SEHINGGA KINI COMPENSATION PAID TO DATE	BIL NO.	PAMPASAN YANG DIBAYAR SEHINGGA KINI COMPENSATION PAID TO DATE	BIL NO.	ANGGARAN PAMPASAN TERTUNGGAK ESTIMATED COMPENSATION DUE

**(G) TAKAFUL ATAU INSURANS LAIN / OTHER TAKAFUL OR INSURANCE**

1. Adakah terdapat mana-mana pengendali takaful atau syarikat insurans lain, berhubung dengan takaful atau insurans liabiliti awam atau takaful atau insurans pihak ketiga? Has any Takaful or Insurance Company in respect of Public Liability or Third Party Takaful
- (a) menolak untuk melindungi atau menginsuranskan awda? declined to cover or insure you?  YA YES  TIDAK NO Jika 'YA' sila nyatakan If 'YES' please state
- (b) mengenakan syarat-syarat khas bagi melindungi atau menginsuranskan awda? required special terms to cover or insure you?  YA YES  TIDAK NO
- (c) membatalkan atau menolak untuk memperbaharui takaful atau insurans awda? cancelled or refused to renew your takaful or insurance?  YA YES  TIDAK NO
- (d) menghendaki awda membayar sumbangan takaful atau premium tambahan semasa memperbaharui sijil? increased your takaful contribution or premium on renewal?  YA YES  TIDAK NO

## (H) AKUAN / DECLARATION

Bahawasanya dengan ini saya/kami mengakui dan mengesahkan sepanjang pengetahuan saya/kami, pernyataan-pernyataan yang terkandung di dalam Borang Cadangan dan Akuan ini adalah benar dan betul.

Berdasarkan kepada prinsip **At-Tabarru'at**, saya/kami dengan ini mengamanahkan kepada Takaful Brunei Am Sdn Bhd (selepas ini dikenali sebagai pihak Syarikat) bahawasanya 65% daripada sumbangan Takaful saya/kami akan didermakan ke dalam Kumpulan Wang Takaful secara **Tabarru'** bagi tujuan membantu peserta-peserta layak di dalam Sijil Takaful. Saya/Kami dengan ini memahami dan bersetuju bahawa lebih bersih dari Kumpulan Wang tersebut, jika ada, akan dikendalikan oleh pihak syarikat mengikut cara-cara yang difikirkan sesuai oleh pihak Syarikat berdasarkan prinsip Syariah yang akan memberi kebaikan kepada saya/kami dan Kumpulan Wang Takaful.

Saya/kami juga memahami bahawa sebagaimana dipersetujui dan diluluskan oleh Badan Penasihat Syariah pihak syarikat, lebih bersih tersebut, jika ada, hanya akan diagihkan kepada saya/kami sebagai hibah jika saya/kami memperbaharui sijil takaful ini tertakluk jika saya/kami tidak membuat tuntutan dan/atau menerima apa-apa pampasan dan/atau manfaat di bawah perjanjian takaful dalam tempoh ia berkuatkuasa, yang mana ianya juga tertakluk kepada budi bicara pihak Syarikat dan keutuhan Kumpulan Wang Takaful itu sendiri. Jika sijil takaful ini tidak diperbaharui, maka dengan ini, saya/kami selanjutnya bersetuju bahawasanya tiada lebih bersih akan diagihkan kepada saya/kami dan ianya akan ditabarru' kan ke dalam Kumpulan Wang Takaful bagi kemaslahatan peserta-peserta takaful dan Kumpulan Wang itu sendiri.

Berdasarkan prinsip **Al-Wakalah**, saya/kami dengan ini melantik pihak Syarikat sebagai **Wakil** saya/kami untuk mentadbir, mengurus, membuat pelaburan yang menepati prinsip Syariah dan mengagihkan Kumpulan Wang tersebut kepada peserta-peserta yang ditimpa musibah tertakluk kepada terma-terma dan syarat-syarat yang tertera di dalam perjanjian Sijil Takaful dan Jadual. Maka adalah dengan ini, saya/kami memberikan 35% daripada sumbangan takaful saya/kami kepada pihak Syarikat sebagai Upah Wakalah bagi perkhidmatan-perkhidmatan tersebut. Saya/kami juga dengan ini bersetuju memberikan upah daripada lebih bersih Kumpulan Wang Takaful (jika ada) kepada pihak Syarikat pada kadar peratusan yang diluluskan oleh Badan Penasihat Syariah pihak Syarikat.

Saya/kami dengan ini bersetuju tanggungan pihak Syarikat tidak akan bermula sebelum Borang Cadangan ini diterima oleh pihak Syarikat dan sumbangan takaful telah saya/kami bayar kecuali terdapat nota perlindungan rasmi yang dikeluarkan oleh pihak Syarikat. Saya/Kami seterusnya bersetuju bahawa penyata-penyata dan pengakuan-pengakuan yang terkandung di dalam Borang Cadangan ini bersama dengan mana-mana maklumat atau butiran yang disediakan secara berasingan oleh saya/kami akan menjadi asas kepada perjanjian takaful dengan pihak Syarikat dan disifatkan sebagai diperbadankan di dalam perjanjian ini.

Saya/Kami dengan ini mengesahkan telah menerima, membaca dan memahami penerangan di dalam Pendedahan Produk yang terdapat di laman sesawang Takaful Brunei (<http://takaful-brunei.com.bn/>) dan aplikasi Takaful Brunei Mobile.

Saya/Kami dengan ini mengesahkan telah menerima, membaca, memahami dan bersetuju kepada 'Takaful Brunei Privacy Policy' ([https://takafulbrunei.com.bn/wp-content/uploads/2021/07/Takaful-Brunei-Privacy-Policy\\_13JULY2021.pdf](https://takafulbrunei.com.bn/wp-content/uploads/2021/07/Takaful-Brunei-Privacy-Policy_13JULY2021.pdf))

*I/We to the best of my/our knowledge, hereby confirm that the statements contained in this Proposal Form are true and correct.*

*On the basis of the principles of **At-Tabarru'at**, I/we hereby entrust to Takaful Brunei Am Sdn Bhd (hereinafter referred to as the Company), of which 65% of my/our Takaful contribution will be donated as Tabarru' into the Takaful Fund to help other eligible participants under the takaful contract. I/We hereby understand and agree 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 in accordance with Shariah principles which shall give benefits to me/us and the Takaful Fund.*

*I/We also understand that as agreed and approved by the Shariah Advisory Body of the Company, the underwriting surplus, if any, will only be distributed to me/us as hibah upon renewal of this Takaful Certificate PROVIDED THAT I/We have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force subject to the discretion of the Company and the integrity of the Takaful Fund itself. If this Takaful certificate is not renewed, I/We further agree that there shall be no underwriting surplus entitled to me/us and it shall be donated as Tabarru' in the Takaful Fund for the benefit of the takaful participants and the General Takaful Fund itself.*

*On the basis of the principles of **Al-Wakalah**, I/we also hereby appoint the Company as my/our Wakeel (agent) to administer, manage, invest in Shariah Compliant investment 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, I/we apportion 35% of my/our contribution to the Company as a Wakalah Fee for the aforementioned services I/we have agreed the Company to render. I/We also hereby agree to give a fee from the Surplus of the Takaful fund (if any) to the Company at a percentage as approved by the Shariah Advisory Body of the Company.*

*I/We hereby agree that liability of the Company does not commence until this proposal has been accepted by the Company and the Takaful Contribution paid by me/us, except as provided by any official cover note issued by the Company. I/We agree that the statements and declaration contained in this Proposal Form together with any other information or particulars provided separately by me/us shall be the basis of the contract of takaful with the Company and are deemed to be incorporated in the contract.*

*I/We hereby confirm having received, read and understood the explanation in the Product Disclosures, which are available in the Takaful Brunei website (<http://takafulbrunei.com.bn/>) and the Takaful Brunei Mobile application.*

*I/We hereby confirm having received, read, understood and agree to the Takaful Brunei Privacy Policy ([https://takafulbrunei.com.bn/wp-content/uploads/2021/07/Takaful-Brunei-Privacy-Policy\\_13JULY2021.pdf](https://takafulbrunei.com.bn/wp-content/uploads/2021/07/Takaful-Brunei-Privacy-Policy_13JULY2021.pdf))*

### AKAD BAGI PERNIAGAAN MELALUI WAKIL-WAKIL TAKAFUL (JIKA BERKENAAN) / AQAD FOR BUSINESS THROUGH AGENT (IF APPLICABLE)

Saya/Kami dengan ini mengizinkan pihak Syarikat melantik wakil-wakil atau sesiapa sahaja yang bertindak bagi pihak Syarikat bagi kepentingan Kumplan Wang Takaful (jika berkenaan).

*I/We authorise the Company to appoint agents and all others appointed by the Company to act on its behalf for the benefit of the Takaful Fund (if applicable).*

Tarikh/Date:

Tandatangan Pencadang/Signature of Proposer

**Workmen Compensation & Workmen Project**

It provides compensation benefit to the employee for any bodily injuries due to accident or illness arising out of and in the course of their employment resulting in death or permanent disability and shall be liable to pay compensation either under:

WORKMEN COMPENSATION ACT (REVISED EDITION, 1984) or  
AT COMMON LAW

**Additional Benefits:**

1. Medical Expenses Due to Accidental and/or Illness: BND 10,000 Per Employee
2. Repatriation Expenses Due to Accidental and/or Illness : BND 10,000 Per Employee

**Workmen Compensation Package Comprehensive – Basic**

Workmen's Compensation Package Takaful scheme provides a wide scope of coverage, to protect employee as to comply with the Brunei Darussalam Workmen's Compensation Act (Chapter 74). It provides compensation benefit to the employee for any bodily injuries due to accident or illness arising out of and in the course of their employment resulting in death or permanent under:

WORKMEN COMPENSATION ACT (REVISED EDITION, 1984) or

Benefits:-

1. Workmen Compensation Act
  - a) Death – BND 28,800
  - b) Permanent Disablement – BND 36,000
2. Personal Accident (Outside of Working Hours)
  - a. Death : BND 10,000 Per Employee
  - b. Permanent Disablement : BND 10,000 Per Employee
3. Medical, Hospitalisation & Surgical Expenses Due to Accident: BND 10,000 Per Employee
4. Medical, Hospitalisation & Surgical Expenses Due to Illness: BND 10,000 Per Employee
5. Daily Hospital Income Benefit (Maximum up to 60 days) : BND 20 per Day
6. Death Benefits Due to Natural Cause or Illness : BND 5,000 Per Employee
7. Repatriation Expenses : BND 10,000 Per Employee

**Workmen Compensation Package Comprehensive– Plan 1, Plan 2 & Plan 3**

Workmen's Compensation Package Takaful scheme provides a wide scope of coverage, to protect both the employers and the employee as to comply with the Brunei Darussalam Workmen's Compensation Act (Chapter 74). It provides compensation benefit to the employee for any bodily injuries due to accident or illness arising out of and in the course of their employment resulting in death or permanent either under:

WORKMEN COMPENSATION ACT (REVISED EDITION, 1984) or  
AT COMMON LAW

Benefits:-

1. Workmen Compensation Act
  - a) Death – BND 28,800
  - b) Permanent Disablement – BND 36,000  
or at Common Law : Limit of Indemnity BND 2,000,000 Per Occurrence
2. Personal Accident (Outside of Working Hours)
  - a. Death : BND 10,000 Per Employee
  - b. Permanent Disablement : BND 10,000 Per Employee
3. Medical, Hospitalisation & Surgical Expenses Due to Accident: BND 10,000 Per Employee
4. Medical, Hospitalisation & Surgical Expenses Due to Illness: BND 10,000 Per Employee
5. Daily Hospital Income Benefit (Maximum up to 60 days) : BND 20 per Day
6. Death Benefits Due to Natural Cause or Illness : BND 5,000 Per Employee
7. Repatriation Expenses : BND 10,000 Per Employee

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