



Takaful Brunei Am Sdn Bhd
Unit 9 & 10 Spg. 493
Kg. Beribi, Jln Gadong BE 1118
Negara Brunei Darussalam
(673) 2442222
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MUSAFIR (TRAVEL) TAKAFUL FOR HAJ & UMRAH CERTIFICATE WORDING

This **TAKAFUL CERTIFICATE** is a contract between **TAKAFUL BRUNEI AM SDN BHD** and **YOU**.

You have applied for this Takaful Certificate with a Proposal for Musafir (Travel) Takaful for Haj & Umrah form and by signing a declaration therein. In return for the Takaful Contribution, We will cover You against loss, damage or legal liability arising during the Period of Takaful.

Conditions Precedent to Our Liability under this Takaful Certificate

The due observance and fulfillment of the terms of this Takaful Certificate insofar as they relate to anything to be done or not be done by You and the truth of the statements and answers in the Proposal for Musafir (Travel) Takaful for Haj & Umrah form shall be conditions precedent to any liability by Us to make any payment of benefit under this Takaful Certificate.

Time of Payment of Takaful Contribution

The Takaful Contribution must be paid to Us or to Our authorized agent(s) at the time of issue of the Cover Note, Takaful Certificate, Schedule, Endorsement(s) and renewal (as the case may be) UNLESS You are given a specific grace period by Us in writing.

If You are given a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Us within that grace period, the Takaful Certificate if it has come into effect will be automatically cancelled and We are entitled to claim pro-rata Takaful Contribution from You for the period of Takaful We were on risk.

24-HOURS EMERGENCY MEDICAL ASSISTANCE

You may call the 24-Hour Emergency Telephone number as stated below in the event that you require assistance in regard to emergency medical and travel problems that is covered under this Takaful. Aspire Lifestyles (APAC) Pte Ltd will assist and advise Your Benefits and where necessary, provide Emergency Medical Evacuation and Repatriation on behalf of Takaful Brunei Am Sdn Bhd.

In all communication with Aspire Lifestyles (APAC) Pte Ltd, You must quote:

Your Name;
Your Certificate Number; and
Your Identity Card.

24-Hour Emergency Assistance Centre (65) 63396676

MEANING OF WORDS

Certain words in this Takaful Certificate or Your Schedule issued therewith have particular meanings, shown below. Each time we use one of these words, it will have the same meaning.

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|-----------------------------------|--|
| Assistance Company | Aspire Lifestyles (APAC) Pte Ltd, a company incorporated in Singapore and having its address at 331 North Bridge Road, 17 th Floor Odeon Towers, Singapore 188720, providing 24- hour assistance and other related emergency services for this Takaful Certificate on Takaful Brunei Am Sdn Bhd's behalf. |
| Takaful Certificate | The certificate issued by Us in accordance with the provisions of the Laws of Brunei Darussalam, which is evidence that You have a valid Takaful cover with Us and, which has not expired or has not been cancelled. |
| Covered Trip | The Covered Trip, which must be within the Geographical Limits, with the length of the trip not exceeding ninety (90) days will begin at the time when You arrive at the country(s) that is outside of Brunei Darussalam listed in Your Schedule and will end at the time when You arrive back in Brunei Darussalam. |
| COVID-19 | Coronavirus or SARS-CoV-2 as defined by the World Health Organisation (WHO). |
| Endorsement | All alterations or amendments to the wording or cover of Your Takaful Certificate and for Your Schedule issued therewith which We have made or which You have asked for and We have agreed to. Your Schedule will show details of any endorsement(s). |
| Excesses/Excess | The amount that You must pay towards a claim and is specified in Your Schedule. |
| Geographical Limits | Kingdom of Saudi Arabia and including transit destination, if any. |
| Immediate Family Member | Your spouse, children, parents, grandparents, or siblings. |
| Loss | The physical, permanent and total loss of use sustained by You in consequence of the happening of an accident. |
| Participant/You/Your | The person or people named in Your Schedule. |
| Period of Takaful | This is a period which You are covered for and is shown in Your Schedule and may include any extension(s) thereof as may be granted at Our discretion. |
| Permanent Total Disability | Disablement that has continued uninterruptedly for a period of at least six (6) months from the date of accident that caused the bodily injury and disablement that in all probability will continue for the remainder of Your life, supported by a written statement from a doctor. |
| Quarantine Order | Quarantine order issued by the applicable government/authority directing the Participant to stay at home or at a government arranged accommodation or at another quarantine address until the date that is stated on the quarantine order (if issued). |
| Schedule | The schedule shows Your personal details, details of Your cover, Endorsement(s), and Takaful Contribution. The Schedule is issued to You with Your Takaful Certificate. |

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| Serious Medical Condition | A condition which constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to Your immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of Your geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities. |
| Takaful Brunei Am Sdn Bhd/We/Our/Us | Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam. |
| Takaful Contribution | The sum(s) specified as Takaful Contribution in Your Schedule. |
| Third Party | A person or persons who make(s) a claim or claims against You under this Takaful Certificate. |
| Trip Cancellation | When a covered reason causes You to cancel Your Covered Trip before leaving Your departure point. |
| Trip Curtailment | When a covered reason occurs during Your Covered Trip which causes an early return back to Your departure point. |
| Trip Delay | When a covered reason occurs during Your Covered Trip which causes a delay in Your scheduled itinerary within Your Covered Trip. |
| Trip Interruption | When a covered reason occurs during Your Covered Trip which causes a delayed return back to Your departure point beyond Your scheduled return date. |

SECTION 1 – PERSONAL ACCIDENT

What You are covered for

Indemnification

We will indemnify You in the event of Your Accidental Death and in the event that You sustained physical bodily injury that causes Permanent Total Disability during the Covered Trip in accordance to Your Schedule.

Other loss

In the event of permanent disablement due to loss of use of a part(s) of a body that is not specified under the Schedule of Benefits under Section 1, the percentage of compensation shall be assessed in proportion to the degree of disability in comparison to similar cases.

What You are not covered for

This section does not cover

- (a) death or bodily injury that is sustained by You as a result of anything other than direct, external, violent, visible and accidental means during the Covered Trip;
- (b) death or loss sustained occurring twelve (12) months after the date of the accident;
- (c) any amount that exceeds the Sum Covered stated in Your Schedule;
- (d) anything that is included within the General Exclusions.

Schedule of Benefits under Section 1

| No. | Description of Injury | Percentage (%) of Compensation |
|------------|--|---------------------------------------|
| 1. | Loss of Life | 100 |
| 2. | Loss of Both Hands | 100 |
| 3. | Loss of Both Feet | 100 |
| 4. | Loss of All Sight of Both Eyes | 100 |
| 5. | Loss of All Hearing of Both Ears | 50 |
| 6. | Loss of All Sight of One Eye | 30 |
| 7. | Loss of All Hearing on One Ear | 10 |
| 8. | Loss of Arm at Shoulder | 60 |
| 9. | Loss of Arm Below Shoulder Before Elbow | 50 |
| 10. | Loss of Arm Below Elbow | 47.5 |
| 11. | Loss of Arm Below Elbow Before Wrist | 45 |
| 12. | Loss of Hand Below Wrist | 42.5 |
| 13. | Loss of Four Fingers and Thumb of One Hand | 42.5 |
| 14. | Loss of Four Fingers of One Hand | 35 |
| 15. | Loss of Whole Thumb | 25 |
| 16. | Loss of Whole Index Finger | 10 |
| 17. | Loss of Middle Finger | 6 |
| 18. | Loss of Ring Finger | 5 |
| 19. | Loss of Whole Little Finger | 4 |
| 20. | Loss of Leg at the Hip | 70 |
| 21. | Loss of Leg Below Hip Before Knee | 50 |
| 22. | Loss of Leg Below Knee | 35 |
| 23. | Loss of All Toes of One Foot | 15 |
| 24. | Loss of Big Toe | 5 |
| 25. | Loss of One Other Toe | 1 |

SECTION 2 – MEDICAL EXPENSES ABROAD

What You are covered for

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| Indemnification | We will cover You for medical expenses in accordance to Your Schedule. |
| Pre –existing illness | We will cover Your Pre-existing illness up to a maximum stated in Your Schedule. |
| Conditions for Coverage | <ul style="list-style-type: none">i. Medical expenses must be the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical product costs;ii. Medical expenses must be prescribed by the attending doctor;iii. Medical expenses incurred must be due to serious medical condition, sudden and unexpected illness or expenses;iv. Medical expenses incurred must either be as a result of any accident or illnesses during the Covered Trip, or incurred as a result of internationally and locally recognized epidemics or pandemics (including COVID-19);v. Medical expenses must be in accordance with Your Schedule per person per trip, or per year (in the case of annual cover);vi. You must be in compliance with any applicable Official Brunei Darussalam Government travel guidelines; andvii. Any medical expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure. |
| Assistance | The Assistance Company will maintain the telephone contacts necessary with the medical center and with the doctors attending to You to supervise the provision of proper health care. |

What You are not covered for:

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| This section does not cover | <ul style="list-style-type: none">i. Any known conditions or circumstances prior to the inception of the Takaful Certificate or Endorsement, or prior to any trip;ii. Any pre-existing conditions whether You are aware of them or not;iii. Any non-medical expenses, such as accommodation and travel expenses (inclusive of accommodation and travel expenses during quarantine period);iv. Any expenses relating to specialist treatment, which are not prescribed and/or referred by a doctor in general practice;v. Any expenses related to any Quarantine Order issued by the relevant authorities or any government of a country, which does not require hospitalization;vi. Any expenses incurred for the mandatory pre-departure and/or post-arrival COVID-19 diagnostic tests that are required by the relevant authority or government of a country;vii. Any subsequent COVID-19 swab test expenses if Your result is found to be negative; andviii. Any expenses related to any COVID-19 treatment where such treatment was first sought more than thirty (30) days from the time COVID-19 was first diagnosed. |
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Additional Information

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| Excess | Each and every claim shall be subject to an excess of BND50.00. |
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SECTION 3 – EMERGENCY DENTAL CARE

What You are covered for

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| Emergency Dental Care cover | If necessary, We will provide You cover for emergency dental assistance required during the Covered Trip. The coverage is restricted to the treatment of pain, infection and removal of the tooth affected. The maximum limit of the expenses for this benefit will be in accordance to the Schedule, or in accordance to the aggregate limit. |
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SECTION 4 – HOSPITAL CASH BENEFIT

What You are covered for

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| Indemnification | We will pay you B\$50.00 for each complete day for up to twenty (20) consecutive days of your hospitalisation, or subject to the limits specified on the Schedule. |
| Limitation | <ul style="list-style-type: none">a. such hospitalization shall exceed 24 hours in duration and that the medical or surgicalb. condition causing treatment as an in-patient is covered by this Takaful;c. documentation satisfactory to Us is produced in support of any claim under this section, which indicated the date, time duration and place of such hospitalization. A copy of the medical report which states the nature of the illness or disability is also required; and;d. the cause of such hospitalization is an acute one and does not arise from any pre-existing medical or physical condition. |

SECTION 5 – MEDICAL EVACUATION, REPATRIATION AND REPRATIATION OF MORTAL REMAINS

What You are covered for

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| Assistance | The Assistance Company will provide You and will pay You for services in respect of Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains necessitated by accident, illness or Your death occurring when You are travelling outside Brunei Darussalam for a period not exceeding 90 consecutive days on any one trip. |
| Arrangement and Payment of Emergency Medical Evacuation | The Assistance Company will arrange for the air and/or surface transportation and communication for moving You when You are in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Assistance Company shall pay for the medically necessary expenses of such transportation and communication and all usual and customary ancillary charges incurred in such services arranged by The Assistance Company. |
| Arrangement and Payment of Emergency Medical Repatriation | <p>The Assistance Company will arrange for Your return to Brunei Darussalam by Air and/or surface transportation following an emergency medical evacuation where the You are evacuated to a place outside Brunei Darussalam for in hospital treatment. The Assistance Company shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by The Assistance Company.</p> <p>The Assistance Company 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 The Assistance Company is aware at the relevant time.</p> |

Arrangement and Payment of Repatriation of Mortal Remains

The Assistance Company will arrange for transporting of Your mortal remains from the place of death to Brunei Darussalam and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by The Assistance Company or alternatively pay the cost of burial at the place of death as approved by The Assistance Company.

SECTION 6 – TRIP CANCELLATION, TRIP CURTAILMENT AND TRIP INTERRUPTION ABROAD

What You are covered for

Indemnification

For Trip Cancellation and Trip Curtailment, We will reimburse You in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation.

For Trip Curtailment and Trip Interruption, We will reimburse You in respect of any additional travel costs (economy air ticket and accommodation expenses, excluding cost of meals, room service) that are necessarily incurred to alter Your itinerary to return to Brunei Darussalam.

We will reimburse You up to the amount shown in Your Schedule.

Conditions for Coverage

- i. We will only pay for a claim in respect of either Trip Curtailment or Trip Interruption for the same event, but not both;
- ii. You must be in compliance with any applicable Official Brunei Darussalam Government travel guidelines; and
- iii. Any expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure

Covered Reasons for cancellation, curtailment or interruption

- (a) Your death, accidental bodily injury or sudden illness, or the death, accidental bodily injury or sudden illness of Your immediate family member;
- (b) the death, accidental bodily injury or sudden illness of any person with whom You had arranged to travel, reside or conduct business with, or of the immediate family member;
- (c) You or any person with You whom You had arranged to travel, reside or conduct business with being: -
 - (i) Quarantined or called for witness or jury service;
 - (ii) Called for emergency duty as a member of the armed forces, the defence of civil administration, the police force or the fire and rescue, public utility or medical services; or
 - (iii) Required to be present at his home or place of business in the usual country of residence following burglary or major damage.
- (d) The cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after the Covered Trip is booked or this Takaful Certificate is affected;
- (e) Major damage rendering uninhabitable the accommodation in which You had previously booked to reside during the Covered Trip;
- (f) Failure to obtain visas although You have applied to the relevant consulate at last 21 days prior to the trip with all required documents; and
- (g) Cover for any unforeseeable circumstances in relation to any expenses

incurred as a result of internationally and locally recognized epidemics or pandemics, including COVID-19.

In the event of burglary or major damage leading to Your trip cancellation and curtailment

You must provide Us with satisfactory proof of burglary or major damage.

What you are not covered for:

This section does not cover

- (a) Claims resulting from childbirth, pregnancy or any medical complications resulting therefrom within two (2) months of the estimated date of delivery;
- (b) Any expenses incurred as a result of any conditions or circumstances, such as travel restrictions, known to you at the time the trip was booked or was known to exist that could have been expected to cause the cancellation, curtailment or interruption of Your Covered Trip;
- (c) Any lack of or unreasonable care taken by You in respect of: -
 - (i) travelling to the airport or station;
 - (ii) route to the airport or station; or
 - (iii) departure time.
- (d) Any claims for Trip Cancellation and Trip Curtailment arising from Your failure to take the necessary COVID-19 diagnostic tests in a timely manner;
- (e) Your travel to a country, specific area or event when Brunei Darussalam Government or regulatory authority in a country to/from which you are travelling has advised against travelling.

Additional Information:

Excess

Each and every claim shall be subject to an excess of BND100.00.

SECTION 7 – TRIP DELAY

What You are covered for

Indemnification

In the event that transport services on which You have previously booked to travel are delayed after checking in for the first departure or at other times during Your journey which arises from events or circumstances entirely beyond Your control, for every six (6) hours waiting period, We shall reimburse You in respect of restaurant meals, refreshments and/or hotel accommodation used during the period of delay on the outward journey at commencement of the Covered Trip as follows: -

- (a) up to the limits of Your Schedule for irrecoverable losses paid or to be paid if You opt to cancel the Covered Trip completely following delay of more than twenty-four (24) hours, excluding any amounts recoverable, or
- (b) for each completed six (6) hours period of delay an amount of what is stated in Your Schedule will be paid and up to a maximum stated in Your Schedule.

In the event of a trip delay

You must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of this Takaful Certificate.

Claims under this Section shall be calculated from the actual time of departure of the conveyance on which You were booked to travel, as specified in the booking confirmation.

Covered Reasons for trip delay

- (a) Serious weather conditions;
- (b) Technical or mechanical derangement of aircraft or conveyances; and
- (c) Cancellation or postponement of a flight or vessel due to such derangement.

What you are not covered for**This section does not cover**

Claims arising directly or indirectly from the following: -

- (a) Strike or industrial action or air traffic control delay existing or publicly declared by the date these benefits became effective or when You booked Your trip (whichever is the earliest); or
- (b) The withdrawal from service (temporary or otherwise) of public transport on the orders or recommendation of the regulatory authority in any country. You should refer any claim in this case to the transport operator involved.

SECTION 8 – BAGGAGE (LOST / DAMAGED)**What You are covered for****Indemnification**

We will indemnify You up to the amount shown in the Schedule for the accidental loss, theft, or damage to Your baggage or Your personal effects which is carried on the outward journey abroad during the Covered Trip. We may, at Our option, either replace, reinstate or repair the loss or damage to Your baggage or Your personal effects as per the limits under the Schedule.

Amount Payable

The amount payable will be the value at today's price with deduction of wear and tear and depreciation.

Depreciation for baggage more than five (5) years will be 10% from the amount of the original purchase value.

Deductible

Each and every claim shall be subject to a deductible of BND30.00.

Theft

In the event that the destruction, loss or damage to Your baggage or personal effects is a result of theft, or attempted theft, You shall report all incidences to the local Police and/or Your accommodation management if the incident occurred in the place of Your accommodation in the country where the incident occurred within twenty-four (24) hours of discovery and You must obtain an official written report.

In the event of destruction, loss or damage

You must: -

- (a) immediately obtain a copy of the official baggage irregularity report from the carriers but not later than twenty-four (24) hours of discovery of the incident when the destruction, loss or damage to Your baggage or personal effects occurred during transit and/or outward journey; and
- (b) retain all travel tickets and tags for submission if a claim is to be made under Your Takaful Certificate.

Repair costs

In the event that the repair cost is more than the value of the item, We will consider Your baggage or personal effects a lost item.

Items submitted to Claims Department

In the event of damage to Your baggage or personal effects, You must retain any property which is damaged for proof of the damage, and if requested, send it to Us at Your own expense. You must not abandon any property or dispose of any damaged items, as We may need to inspect them.

If We pay a claim for the full value of the property and it is subsequently recovered or if there is any salvage, then it will become Our property.

What You are not covered for

This section does not cover

- (a) any amount that exceeds the limit of Our liability in Your Schedule for each item or pair or set;
- (b) any baggage or personal effects that is not carried on the journey abroad during the Covered Trip and is not owned or held by You;
- (c) any destruction, loss or damage to Your baggage or personal effects that is caused by Your lack of observation of ordinary and proper due care for the safety of the items covered, including the examination of Your baggage when received;
- (d) 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 and semiprecious gemstones, jewelry;
- (e) sports equipment whilst in use;
- (f) wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic charges, or depreciation in value at Our discretion;
- (g) 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;
- (h) unattended baggage or baggage left behind or losses arising from personal negligence or unexplainable disappearance;
- (i) loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
- (j) loss or damage in consequence of unattended vehicle, unless the baggage or personal effects are locked in a secure area including but not limited to the glove compartment or near boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle and provided that there is evidence of forcible and violent entry into the vehicle; or
- (k) any complimentary baggage from the travel agent.
- (l) anything mentioned in the general exclusion of this Takaful Certificate.

SECTION 9 – BAGGAGE DELAY

What You are covered for

Indemnification

We shall reimburse You up to the amount shown in Your Schedule for emergency purchase(s) of essential items of clothing or requisites consequent upon temporary deprivation of baggage for at least six (6) hours from the time of arrival at the destination of the Covered Trip due to delay or misdirection or misplaced in delivery by the carrier (hereinafter includes but not limited to airline, shipping and any other relevant carrier services).

In the event of baggage delay

You must: -

- (a) obtain and submit to us a certified official baggage irregularity report from the carrier in regard to any delay or misdirection or misplacement of Your baggage; and
- (b) provide Us with the documentations (including original purchase receipts) that is showing the details of the expenditures of essential items and keep all the receipts of the purchase of the essential items.

We reserve our right to request from You to provide other relevant documentations, if necessary, in support of Your claim and to deny it if We deem it proper.

What you are not covered for

This section does not cover

- (a) any delay as a result of any detention or confiscation by customs or any other officials and/or authorities;
- (b) claim that is made under another section of this Takaful Certificate for the same baggage;
- (c) if You do not report the delay or misdirection or misplacement of Your baggage within twenty-four (24) hours to any appropriate authorities and provide Us with a written statement from whomever You reported it to;
- (d) if Your baggage is delayed or misdirected or misplaced on Your return to Brunei Darussalam;
- (e) if You are entitled to be adequately reimbursed by the carrier who is responsible for Your delayed or misdirected or misplaced baggage;
- (f) anything mentioned in the General Exclusions of this Takaful Certificate.

SECTION 10 – HIJACK / KIDNAP

What You are covered for

Indemnification

We will reimburse You for each 24-hours You are incarcerated up to a maximum specified in Your Schedule in the event that You are prevented from reaching Your scheduled destination through hijack of the aircraft or other vehicle in which You are travelling for and in excess of six (6) hours.

In the event where You are a victim of Hijack or Kidnap

We will not pay for any claim where You have not obtained a written statement from an appropriate authority confirming the hijack and the duration of it.

Extension

If You are the victim of a Kidnap or Hijack, this Takaful shall continue for a period not exceeding twelve (12) months from the date of Kidnap or Hijack to enable You to complete the original Journey or to return to Brunei Darussalam.

SECTION 11 – LOSS OF PERSONAL MONEY ABROAD**What You are covered for****Indemnification**

We will pay You up to amount shown in Your Schedule in the event of loss or theft of Your personal money during Your Covered Trip.

In the event of loss or theft of Your personal money

You must: -

- (a) report the loss or theft to the police within 24 hours of discovering it;
- (b) get a written police report within 24 hours of reporting it, or as soon as reasonably possible afterwards;
- (c) present a valid confirmation of the amount of Your personal money, including any foreign currency You are claiming for;
- (d) always take reasonable care of Your own personal money to keep it safe and take all reasonable steps to recover personal money that is lost or stolen.

What You are not covered for**This section does not cover**

- (a) unattended personal money;
- (b) personal money that is not carried with You and which was not locked in Your personal accommodation or stored in a locked safety deposit box or locked safe if Your accommodation has a locked safety deposit box or locked safe;
- (c) personal money left in a motor vehicle;
- (d) personal money left in checked-in luggage;
- (e) personal money left in a tent;
- (f) any personal money confiscated, detained or delayed by Customs or other officials;
- (g) any claim for personal money as a result of changes in exchange rates or mistakes;
- (h) any loss or damage that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.

SECTION 12 – TERRORISM**What You are covered for****Indemnification**

The cover provided by this Takaful Certificate extends to include injury loss or damage to Person Covered as an innocent bystander by acts of terrorism.

Limitation

This section does not include nuclear, chemical and biological terrorism.

SECTION 13 – 24 HOURS EMERGENCY MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE

What You are covered for

Medical and Travel Assistance A 24-hour Emergency Telephone is operated for the benefit of the Person Covered so that in the event of an emergency medical problem covered by this Takaful, help and advice will be given by the Assistance Company and if necessary, Emergency Medical Evacuation and Repatriation will be provided.

Scope of Services

(a) International Medical Assistance

The Services provided hereunder are rendered on a world-wide basis.

(i) Telephone Medical Advice

The Assistance Company will arrange for the provision of medical advice to You over the telephone.

(ii) Medical Service Provider Referral

The Assistance Company shall provide You, upon request, with the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"). The Assistance Company shall not be responsible for providing medical diagnosis or treatment. Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be Your decision. The Assistance Company, however, will exercise care and diligence in selecting the Medical Service Providers.

(iii) Arrangement of Hospital Admission

If Your medical condition is of such gravity as to require hospitalization, the Assistance Company will assist You in the hospital admission.

(iv) Guarantee of Medical Expenses Incurred during Hospitalization & Monitoring of Medical Condition During and After Hospitalization

The Assistance Company will, when authorized by Us, assist You by guaranteeing on behalf of Your medical expenses incurred during Your hospitalization.

In the event the Assistance Company has guaranteed the Your hospitalization expenses, the Assistance Company will monitor the Your medical condition during and after hospitalization, subject to any and all obligations in respect of confidentiality and relevant authorization. The Assistance Company shall review the hospitalization expense incurred by You for the same to be reasonable and customary and consistent both with reasonable standards for the Your condition and location.

(v) Arrangement and Payment of Emergency Medical Evacuation

The Assistance Company will arrange and pay for the air and/or surface transportation and communication for moving You when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Assistance Company shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by the Assistance Company.

The Assistance Company retains the absolute right to decide whether the Your medical condition is sufficiently serious to warrant emergency medical evacuation. The Assistance Company further reserves the right to decide the place to which You 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 the Assistance Company is aware at the relevant time.

(vi) Arrangement and Payment of Emergency Medical Repatriation

The Assistance Company will arrange and pay for Your return to Brunei Darussalam by air and/or surface transportation following an emergency medical evacuation where You are evacuated to a place outside Brunei Darussalam for in-hospital treatment. The Assistance Company shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by the Assistance Company.

The Assistance Company 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 the Assistance Company is aware at the relevant time.

(vii) Arrangement and Payment of Transportation of Mortal Remains

The Assistance Company will arrange and pay for transporting Your mortal remains from the place of death to Brunei Darussalam and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by the Assistance Company or alternatively pay the cost of burial at the place of death as approved by the Assistance Company, subject to any governmental regulations.

(viii) Arrangement and Payment of Compassionate Visit

The Assistance Company will arrange and pay for one (1) economy class return airfare for Your one (1) relative or (1) friend to join You who, when travelling alone, is hospitalized outside Brunei Darussalam for a period in excess of seven (7) consecutive days, subject to the Assistance Company's prior approval and only when judged necessary by the Assistance Company on medical and compassionate grounds.

(ix) Arrangement and Payment of Return of Minor Children

The Assistance Company will arrange and pay for one (1) economy class one-way airfare for the return of minor child aged eighteen (18) years old and below, unmarried and in school to Brunei Darussalam if he is left unattended as a result of the accompanying Your illness, accident or emergency medical evacuation. An escort will be provided, when required, at no charge.

(x) Arrangement and Payment of Convalescence Expenses

The Assistance Company will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by You related to an incident requiring emergency medical evacuation, emergency medical repatriation or hospitalisation. The Assistance Company's prior approval, subject to its determination on medical grounds, is required in respect of such payment.

The above Services [items (i) to (iii)] are purely on referral or arrangement basis. The Assistance Company shall not be responsible for any third party expenses which shall be solely Your responsibility.

The above Services [item (iv)] are charged on a case by case basis. The Assistance Company shall not be responsible for any third party expenses which shall be solely the Our responsibility.

(b) Travel Assistance

The Services provided hereunder are rendered on a world-wide basis.

(i) Inoculation and Visa Requirement Information

The Assistance Company shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the World Health Organization's website or published information which the Assistance Company deems relevant. This information will be provided to You at any time, whether or not You are travelling or an emergency has occurred.

(ii) Interpreter Referral

The Assistance Company will provide the names, telephone numbers and, if possible and requested, hours of opening of interpreters' office in foreign countries.

Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service

provider shall be Your decision. The Assistance Company, however, will exercise care and diligence in selecting the service providers.

(iii) Lost document advice & assistance

The Assistance Company will assist You who have lost important travel documents (e.g. passport, credit cards) while traveling outside Brunei Darussalam by providing instructions for recovery or replacement.

(iv) Legal Referral

The Assistance Company will provide You with the name, address, telephone numbers, if requested by You and if available, office hours for referred lawyers and legal practitioners. The Assistance Company will not give any legal advice to You.

Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be Your decision. The Assistance Company, however, will exercise care and diligence in selecting the service providers.

(v) Emergency Translation Assistance

In the event of an emergency situation, and where available, the Assistance Company will provide telephone translation assistance through its concierge centre network.

(vi) Emergency Message Transmission

The Assistance Company shall assist You to arrange for emergency document to be delivered to Your friend, relative or business associate, upon the Your request to do so.

(vii) Arrange Transportation and Accommodation for Accompanying Family Members

The Assistance Company will coordinate emergency travel arrangements for family members who accompany You when you are hospitalized.

The above Services [items (i) to (vii)] are purely on referral or arrangement basis. The Assistance Company shall not be responsible for any third party expenses which shall be solely Your responsibility.

GENERAL CONDITIONS

Cancellation of Takaful Certificate

This Takaful Certificate may be cancelled:

- i) By You giving fourteen (14) days written notice to Us provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful fund the Takaful Contribution You have paid on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to You after deduction of the Wakalah fee and service charge for the cancellation. Cancellation will take effect from the date the notice of cancellation is received by Us.
- ii) We may cancel this Takaful Certificate by giving fourteen (14) days written notice by registered post to You at Your last known address. If You are entitled to a refund this will be given to You.

Takaful Principle and Distribution of Underwriting Surplus

TABARRU'

You hereby entrust Your Takaful Contribution to Us, of which 65% will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

WAKALAH

You hereby appoint Us 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 this Takaful Certificate and the Schedule. To this end, You agree to give 35% of the Takaful contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us at a percentage as approved by Our Shariah Advisory Body.

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Us in a manner deemed fit by Us 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 Our Shariah Advisory Body, the underwriting surplus, if any, 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 subject to the discretion of Us and the integrity of the Takaful Fund itself. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus distributed to You and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

- a) Any expenses incurred in any event occurring when You are in Brunei Darussalam;
- b) Any costs or expenses not expressly covered by the Assistance Company's program and not approved in advance and in writing by the Assistance Company and/or not arranged by the Assistance Company. This exception shall not apply to emergency medical evacuation from remote or primitive areas where the Assistance Company cannot be contacted in advance and delay might reasonably be expected in Your loss of life or harm;
- c) Any expenses incurred as a result of bad faith, participation in criminal acts, or as a result of fraudulent, serious negligent or reckless actions including actions in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
- d) Any expenses incurred as a result of extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, a typical cyclonic storm, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
- e) Any expenses incurred as a result of events or actions of the Armed Forces or Security Forces in peacetime;
- f) Any expenses incurred as a result of wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type;
- g) Any expenses incurred as a result of engagement 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;
- h) Any expenses, 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, unless otherwise endorsed;
- i) Any expenses incurred as a direct result of nuclear reaction or radiation;
- j) Any expenses incurred as a result of You taking part in bets, challenges or brawls, save in the case of legitimate defence or necessity;
- k) Any expenses incurred as a result of Your participation in competitions, sports, and preparatory or training tests;
- l) Any expenses related to accident or injury occurring due to Your engagement in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep-sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- m) Any expenses incurred as a result of participation in competitions or tournaments organised by sporting federations or similar organizations;
- n) Any expenses incurred as a result of Your participation in hazardous winter and/or summer sports such as skiing and/or similar sports;
- o) Any expenses incurred as a result of the use, as a passenger or crew, of means of air navigation not authorised for the public transport of travelers, as well as helicopters and any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
- p) Any expenses incurred as a result of accidents deemed legally to be work or labour accidents, as a consequence of a risk inherent to the work performed;
- q) Any expenses incurred as a result of illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the Takaful Certificate;
- r) Any expenses incurred as a result of illness or injuries resulting from refusal and/or delay, on Your part or

persons responsible for You, in the transfer proposed by the Assistance Company and agreed by the Assistance Company's Medical Service;

- s) Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases;
- t) Any expenses incurred as a result of travelling outside Brunei Darussalam contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or a Pre-existing Condition;
- u) Any treatment or expenses related to childbirth, miscarriage or pregnancy;
- v) Any expenses incurred for emotional, mental or psychiatric illness;
- w) Any expenses incurred as a result of pre-existing conditions;
- x) Any expenses incurred as a result of illness or injuries existing prior to the claim, unless expressly included in the Schedule and subject to payment of the relevant Takaful Contribution;
- y) Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
- z) Any expenses incurred as a result of cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if the You have received medical advice or treatment (including medication) for hypertension 2 years prior to the commencement of the Covered Trip;
- aa) Any expenses for medical evacuation or repatriation if You are not suffering from a serious medical condition, and/or in the opinion of the Assistance Company's physician, can be adequately treated locally, or treatment can be reasonably delayed until the return to Brunei Darussalam;
- bb) Any expenses for medical evacuation or repatriation where You, in the opinion of the Assistance Company's physician, can travel as an ordinary passenger without a medical escort;
- cc) Any expenses for more than one emergency evacuation and/or repatriation for any single one of Your medical conditions during the Period of Takaful, subject to a maximum of one (1) year;
- dd) Any expenses incurred as a result of travelling to seek medical treatment or waiting for an operation, post operation check-up or any other hospital treatment, or any medical investigations, tests or test results;
- ee) Any expenses incurred as a result of travelling to seek immigration or political asylum;
- ff) 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 offshore location;
- gg) Any loss or circumstances covered by any other takaful scheme, government program or which will be paid or refunded by travel agency, tour operator, public common carrier or other provider.

CLAIMS PROCEDURE

Notice of any claim must be given to Us within fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to Us 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.

All claims must be submitted with comprehensive supporting information including:

i. **Accidental Death and Permanent Disablement**

Hospital and Physicians Reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death Certificate and the relevant coroner's report.

Written notice of an occurrence upon which a claim under this Certificate may be based must be given to Us within fourteen (14) days of such occurrence. Notice given by or on behalf of You to Us with particulars sufficient to identify You, shall be deemed to be notice to Us.

Provided that You have become totally and permanently disabled, affirmative proof must be submitted to Us 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.

ii. **Medical Expenses**

We will act in good faith in all our dealings. Equally, the payment of claims is dependent on:

a. **Reimbursement**

For claims on a reimbursement basis, a duly completed Claim Form with Physician Report (stamped by the treating Physician) must be submitted to Us 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. We reserve 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 Claim Form with Physician Report (stamped by the treating Physician) should be submitted to Us 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.

b. **Notification**

Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation must be given to the Assistance Company 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 Our liability under the Certificate.

c. Payment Guarantees

Upon receipt of adequate prior notification of claim for Hospital in-patient treatment and/or Emergency Medical Evacuation services, We or the Assistance Company will confirm the extent of Takaful benefits, monitor claims procedures, issue (wherever possible) appropriate pre-authorization request approvals and/or arrange direct settlement to the hospitals, physicians or other service providers subject always to Certificate terms and conditions. This pre-authorization is only valid for a period of fourteen (14) days from approval date and if treatment is done after validity date, a new pre-authorization is required. No such Payment Guarantees or direct settlements can be made if We or the Assistance Company are 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 You and reimbursement with deductible can be claimed under the Certificate.

The deductible as specified in Your Schedule is on a per disability per person basis.

d. Proof of Claim

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

iii. Baggage lost / Damage, Baggage Delay and Personal Money

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 their 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.

iv. Trip cancellation, Trip Curtailment, Trip Interruption, Trip Delayed and Hospital Cash Benefit

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim, written statement from the operator(s) of the public common carrier and if the claim be in respect of hospital cash benefit, then a full physician's report stipulating the diagnosis of the condition treated and the date the disability commenced in the physician's opinion, the physician's summary of the course of treatment and the discharge ticket.

v. Personal Liability

Immediate written notification to Us 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 Our knowledge and written consent. Full documentation, including copies of the summons, court documents, solicitors and other legal correspondence must be submitted to Us as soon as possible after the occurrence.

vi. Hijack and kidnap

Documentation satisfactory to Us that the hijack and kidnap action was officially recognized.

vii. Examinations

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

viii. 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.

ix. Rateable Proportion

Subject to the maximum limit under this Takaful Certificate, if at the time any claim arises under this Takaful Certificate and if there are any other subsisting Takaful / insurances, We shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to our maximum liability under this certificate.

x. Limitation

It is hereby provided that if no notice of claim of any claim made by You is served on Us within six (6) months of the expiry of this Takaful Certificate, We shall not be liable to indemnify You under this Takaful Certificate of any claims whatsoever

xi. Fraudulent Claims

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

xii. Legal Proceedings

No action in law or equity shall be brought to recover under the Takaful Certificate until after the expiration of sixty (60) days from the date the Proof of Claim has been furnished in accordance with the Takaful Certificate conditions. The parties have agreed that the Laws of Brunei shall govern and control in the event of any conflict or dispute between the parties with regard to the Takaful 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.

xiii. Dispute Resolution

The parties hereby consent to the jurisdiction of the Courts of Brunei Darussalam to settle any disputes that may arise out of or in connection with this Takaful Certificate. However, prior to commencing of any legal action or proceedings before the Courts, Parties shall have first made every effort to resolve such dispute amicably through direct informal negotiation within thirty (30) business days from the date when such dispute arose.

xiv. Governing Law

This Takaful Certificate shall be governed and construed in accordance with the Laws of Brunei Darussalam.



Claim Department

Level 2, Unit 9 & 10, Simpang 493, Kg
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Tel: +673 245 1803
Fax: +673 245 6684

Takaful Brunei Am Call Centre



+673 224 4000

Branches & Counters

TBA Head Office

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Fax: +673 245 1808

Delima

Unit A1, Bangunan Desa Delima Simpang 44, Kg Pancha
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Mail Processing Centre (MPC) Counter

Mail Processing Centre,
Old Airport Berakas BB3510

Tutong

Land Transportation Department
Tutong District Branch
Jalan Serampang Tutong, TA2541

Kuala Belait

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