

## **AS SYIFA' TAKAFUL**

### **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 As Syifa' Takaful form and by signing a declaration therein. In return for the Takaful Contribution, We will reimburse Your medical expenses in respect of medical treatment due to an illness or accident borne by You 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 As Syifa' Takaful form shall be conditions precedent to any liability by Us to make any payment of benefit under this Takaful Certificate.

In addition, the Person Covered shall co-operate fully with Us and Our medical advisers and will fully and faithfully disclose all material facts and matters which the Person Covered knows or ought to know and will upon request execute any document to empower Us to obtain relevant information, at the Person Covered's expense, from any doctor or Hospital or other source.

#### **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.

Where the Takaful Contribution payable pursuant to this warranty is received by Us or Our authorized takaful agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was received by a person, including an authorized takaful agent, who was not authorized to receive such Takaful Contribution shall lie on Us.

Subject otherwise to the terms and conditions of the Takaful Certificate.

**SECTION 1: DEFINITIONS AND INTERPRETATIONS**

Unless otherwise required by the context, the following definitions shall apply:

**Accident**

Means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.

**Certificate Wording**

Means the certificate issued by Us in accordance with the provisions of the Laws of Brunei.

**Cancer**

Means any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma, and sarcoma.

**Chronic Condition**

Means condition which, with current medical knowledge, treatment can alleviate, but not cure.

**Commencement Date**

Means the date of commencement or renewal of cover, as shown on the Schedule or Endorsement.

**Co-takaful**

Means the proportion of covered medical expenses claims which the Person Covered must pay. The amount of any Co-takaful and the items of cover to which they apply are stated in the Schedule.

**Confinement**

Means admission to a Hospital or a COVID-19 Medical Centre in a continuous and uninterrupted period with a minimum of six (6) hours where the Person Covered is admitted as an in-patient upon the advice of and under the regular care and attendance of a doctor, which shall be evidenced by a room and board charge by the Hospital or a COVID-19 Medical Centre upon discharge.

**COVID-19**

Means Coronavirus or SARS-CoV-2 as defined by the World Health Organisation (WHO).

**Deductible**

Means the amount the Person Covered must contribute towards the cost of each claim or course of treatment. The amount of any Deductible and the items of cover to which they apply are stated in the Schedule.

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### **Dependants:**

#### *Children*

Means the Participant's unmarried and unemployed biological children whose age next birthday is between six (6) months to seventeen (17) years old. In the case of legally adopted children, the adoption certificate or any form of legal document is required to be submitted to Us.

#### *Spouse*

Means the Participant's spouse aged below sixty-five (65) years.

### **Disability**

Means all disabilities arising from the same cause including any and all complications there from, except that after thirty (30) days following the latest treatment from the Hospital and any subsequent disability, meaning a recurrence or relapse from the same cause shall be considered a new disability.

### **Emergency**

Means a situation which, in Our opinion or the opinion of Our authorized representatives, constitutes a serious or life-threatening medical emergency requiring immediate medical attention in order to avoid death or serious impairment to Person Covered's immediate or long-term health prospects.

### **Hospital / Medical Institution**

Means any lawfully operating institution, which has twenty-four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organised facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.

### **Illness**

Means sickness or disease contracted and/or commencing after thirty (30) days following the effective date or date of endorsement, whichever is later.

### **Injury**

Means bodily injury affected directly and independently of all other causes by accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.

### **Medical Expenses**

Means any reasonable and customary Physician's fee, ambulance services, hospitalisation fees, medical supplies and medications, all of which are only claimable once Participant contracted the Illness.

### **COVID-19 Medical Centre**

Means any government-designated health facilities in which the local Ministry of Health has authorised to provide care and medical treatment to those suffering from COVID-19.

### **Participant / You / Your**

Means the person named in the Schedule, subject to the eligibility criteria in Section 3.

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### **Period of Takaful**

Means the period of takaful specified in the Schedule and includes any extensions thereof as may be granted at Our discretion.

### **Person Covered**

Means person defined on Section 3 of the Certificate.

### **Physician**

Means a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training. The attending Physician shall not be the Participant or Participant's business partner, employer, employee, agent, or person who is related to the Person Covered in any way.

### **Pre-Existing Conditions**

Means any injury, illness, condition or symptom:

- a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Certificate for the Person Covered concerned; or
- b) which originated or was known to exist by the Person Covered (or anyone covered under the Certificate) prior to the commencement of the Certificate whether or not treatment or medication or advice or diagnosis was sought or received.

### **Quarantine Order**

Means a medically necessary and compulsory isolation order:

- a) ordered by a government authority vested with the power to issue such an order; and
- b) an order in response to Person Covered contracting COVID-19 or suspected of being exposed to COVID-19, including if the Person Covered has travelled to certain designated countries, territories or regions;

### **Reasonable and Customary Charges**

Means charges for medical care which shall be considered by Us or Our medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Brunei Darussalam where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Any scales of charges which may be agreed from time to time between Us, the relevant Hospitals and Physicians shall also be indicative of such Reasonable and Customary Charges.

### **Repatriation Expenses**

Means reasonable charges incurred for: -

- i. The transportation of the Person Covered from Brunei to his home country (limited to 1 destination only) following bodily injury/sickness, which results in his total permanent disablement;
- ii. Transportation of the body to the Person Covered from Brunei to his home country (limited to 1 destination only) following bodily injury / sickness, which results in his death.

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### **Serious Medical Condition**

Means, for the purpose of interpreting Emergency Medical Evacuation cover, a condition which in Our opinion or in the opinion of Our authorised representatives constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Person Covered's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Person Covered's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

### **Schedule**

Means the schedule to this Certificate and the information that contains the details of Participant, Coverage, Contributions, and the Period of Takaful.

### **Tabarru'**

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

### **Takaful Brunei Am Sdn Bhd/We/Our/Us**

Means 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.

### **Waiting Period**

Means the period of thirty (30) days from commencement date of the Certificate / Endorsement. No benefit due to illness occurring during this period will be payable. Any renewal done after thirty (30) days of expiry will be subject to a fresh Waiting Period.

### **Wakalah**

Means a contract whereby the Participant appoints Us as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund in the event of claim and the Participant agrees to give Wakalah Fee for the aforementioned services.

**INTERPRETATIONS**

1. Unless the context otherwise requires, any reference to this Certificate to the masculine gender includes the feminine and neuter gender and vice versa.
2. Headings are for ease of reference only and shall not affect the construction and interpretation of this Certificate.
3. Words denoting the singular shall include the plural and vice versa.
4. Reference to person(s) include corporations, companies, firms, partnership, body corporate, unincorporated bodies or any state or government agency or body.
5. Where there are two (2) or more persons included in any term used herein, all agreements, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be deemed to be made by and be binding on such persons jointly and severally.
6. References to Clauses and Schedules unless otherwise stated are to be construed as references to Clauses and Schedules of this Certificate.
7. Unless the context otherwise requires or otherwise expressly stated, any reference to any "laws, legislation, statutes or rules" shall mean the "laws, legislation, statutes or rules" of Brunei Darussalam for the time being in force and includes common or customary law, any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but if not having the force of law the compliance with which is in accordance with the practice of persons to whom the directive, regulation, request or requirement is addressed).
8. Unless otherwise stated, any reference to a time of the day shall be reference to Brunei time.
9. Any reference to legislation, statutes and rules includes all amendments and replacements which may be enacted from time to time.
10. The Schedule hereto shall form an integral part of this Certificate and shall be taken, read and construed as an essential part hereof.
11. Any liberty, power, right, option or discretion which may be exercised or any determination which may be made hereunder may be exercised, or made to the Takaful Brunei Am Sdn Bhd's sole, absolute and unfettered discretion and Takaful Brunei Am Sdn Bhd shall not be under any obligation to give any reason, unless expressly provided otherwise in this Agreement or otherwise required by law, unless expressly provided otherwise in this Agreement or otherwise required by law.

**SECTION 2: TERMS AND CONDITIONS**

**1. COOLING OFF PERIOD**

If You should find that the Certificate does not meet Your needs, You may return it within fourteen (14) days before the commencement date of Certificate. In such event, You shall be entitled for a full refund of the contribution paid in considering Your application.

**2. THE CONTRACT**

This Certificate, the Schedule and any Endorsement to the Certificate or the Schedule shall be read together, and any word or expression to which specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such meaning whenever it may appear.

**3. NON-DISCLOSURE OF FACTS**

If proven where there is misrepresentation or non-disclosure of facts, this Certificate shall become void and We will not be liable to pay any takaful benefit.

**4. EVIDENCE OF AGE**

We reserve the right at any time to require that the age of any Person Covered under this Certificate be proven to its satisfaction.

Evidence of age of a Person Covered must be satisfactory to Us and will be required before any benefit in respect of him is paid under this Certificate.

**5. ALTERATION OF CERTIFICATE**

The Certificate may, at any time, be amended and changed, upon written request being made by You and agreed to by Us, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and provisions We may impose.

No change in this Certificate shall be valid unless evidenced by an endorsement signed by Our authorized officer.

**6. NON-ASSIGNMENT**

The benefits under this Certificate are non-assignable.

**7. EXISTING HEALTH CONDITIONS**

No benefits shall be payable under this Certificate for coverage of Person Covered due to illness or injury occurring before the commencement of this Certificate. Pre-Existing conditions shall only be covered within the waiting period of twelve (12) months from the commencement date of Certificate or Endorsement

**8. MISSTATEMENT OF AGE**

If, at the correct age, the Person Covered would not have been eligible for coverage under this Certificate, no benefit will be payable.

**9. RENEWAL AND CANCELLATION OF CERTIFICATE**

We shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal Takaful Contribution becoming due. The Certificate shall not be renewable in respect of any Person Covered after the end of the period of takaful during which such Person Covered reaches the age limit as stated in the Schedule. We reserve the right to vary the terms and provisions of this Certificate on any Certificate anniversary.

This Certificate may be cancelled by You by serving at least seven (7) days' notice to Us, such notice to state when thereafter cancellation shall become effective.

In such event, provided no claim has been made during the current Certificate year, You shall be entitled for a return of the net takaful contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired period of takaful.

This Certificate may be cancelled by Us by giving written notice of cancellation to You at the business address shown therein, stating when, not less than seven (7) days thereafter, such cancellation shall become effective. Similarly, a pro-rata refund of net contribution (after deduction of wakalah fee) for the unexpired period of takaful will be made to You for this cancellation provided We have not been advised of any claim.

**10. SERVICE CHARGE**

In the event that the certificate is endorsed or cancelled, We shall charge BND10.00 per endorsement or cancellation. No service charge for certificate surrendered during the cooling off period.

**11. 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 amicable through direct informal negotiation within thirty (30) business days from the date when such dispute arose.

**12. SUBROGATION OF RIGHTS**

You shall, at Our expense, do, and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required to be done on their own accord or as directed to be done by Us or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon Our payment for or making good any loss or damage under this Certificate, whether such acts or things shall be or become necessary or required before or after Your indemnification by Us.

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### **13. CONTRIBUTION WARRANTY**

It is fundamental and absolute special condition of this contract of takaful that the Takaful Contribution due must be paid and received by Us within thirty (30) days from the inception date of this Certificate/Endorsement respectively.

If the Takaful Contribution is not received by the 30<sup>th</sup> day, then this contract of takaful will be automatically cancelled and We shall be entitled to the pro-rata Takaful Contribution on the period We have been on risk subject to a minimum of BND50.

Subject otherwise to the terms and conditions of the Takaful Certificate.

### **14. CO-ORDINATION OF BENEFITS**

The Certificate will not provide compensation other than on a proportionate basis if You or Person Covered has any other takaful or insurance in force or is entitled to indemnity from any other source in respect of the same accident, illness, death or expense. We have full rights of subrogation and may take proceedings in Your name at Our expense, to recover the benefits paid under the Certificate.

### **15. IN THE EVENT OF FRAUD**

If any claim shall, in any respect, be false or fraudulent or if fraudulent means or devices are used by You or Person Covered or anyone acting on Your behalf to obtain benefit hereunder, then the coverage for the Person Covered shall be cancelled immediately and all benefits and contribution forfeited.

### **16. GOVERNING LAW AND JURISDICTION**

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

### **17. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS**

#### **Tabarru'**

You hereby entrust Your Takaful Contribution to Us, of which 76% of which will be donated as Tabarru` into the General Takaful Fund to help other eligible Participants under the takaful contract.

#### **Al-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 24% 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 approved by Our Shariah Advisory Body.

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### **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 Our discretion 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.

### **18. NON-GUARANTEE OF CONTRIBUTION PAYABLE**

The Takaful Contribution payable is not guaranteed and We reserve the right to revise the Takaful Contribution payable based on future claim experience.

### **19. RETAKAFUL (REINSURANCE)**

We shall have the discretion to secure adequate retakaful (reinsurance) from any sources it deems fit for the benefit of You.

**SECTION 3: ELIGIBILITY**

On the commencement date of the coverage, the Person Covered must be:

1. Adult Aged Next Birthday between eighteen (18) to sixty-five (65) years old;
2. Child Aged Next Birthday between six (6) months to seventeen (17) years old;
3. Brunei Citizens or Residents of Brunei.

**SECTION 4: COVERAGE**

**I. BASIC COVER: IN- PATIENT TREATMENT**

Basic In-Patient Treatment Coverage is provided on a per Person Covered per certificate year limit basis and subject to sub-limits as shown in the Schedule of Benefits:

**1. Hospital Room and Board**

This cover includes Hospital accommodation, meal charges, nursing care and intensive unit care charges. The amount of the benefit and period payable shall be equal to the actual charges made by the Hospital during the Person Covered's Confinement and shall not exceed the maximum amount stated in the Schedule of Benefit.

**2. Hospital Miscellaneous Expenses**

This cover includes all medically necessary treatment and services provided by or on the order of a Physician to the Person Covered when admitted as a registered in-patient.

**3. In-Hospital Doctor's Visits**

In addition to the above benefits, We will pay in respect of the Person Covered, who requires the services of a Physician in connection with the treatment of accidental bodily injury or sickness the regular and customary charges for visits made by a Physician in the Hospital. Benefits are payable for one visit a day and subject to the certificate year limit as shown in the Schedule of Benefits.

However, where surgery has been performed, this benefit shall be included in the Surgical Benefits & Day Care Surgery.

**4. Surgical Benefits & Day Care Surgery**

Surgical benefits will be paid in an amount equal to the sum actually charged for such operation, provided however that the maximum benefit for all surgical operations performed shall not exceed the sum shown in the Schedule of Benefits.

Surgical benefits will include surgeon fees, surgeon in-hospital visits, operating theatre charges, attending doctor's fees, anaesthesia charges and anaesthetist's fees.

Day care surgery covers all medically necessary surgical procedures and related treatment provided by or on the order of a Physician to the Person Covered in a Hospital that does not require overnight stay.

**5. Accident Outpatient and Accident Dental Treatment**

If the Person Covered is injured as a result of an accident and is given treatment as an outpatient in a Hospital, reimbursement will be made for the charges and treatment costs incurred provided that medical attention is sought within twenty-four (24) hours of the occurrence of the accident.

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If as a result of an accidental injury occurring to sound natural teeth, reimbursement will be made for the charges and treatment costs incurred in a hospital provided that medical attention is sought within twenty-four (24) hours of the accident.

All claims under this benefit require written certification from the attending Physician.

### **6. Pre-Hospital Diagnostic Services**

Laboratory, x-ray or other medically necessary diagnostic procedures ordered by a Physician within days as stated in the schedule of benefits which result in the Person Covered being admitted as a registered in-patient to a Hospital for the treatment of the specific medical condition diagnosed, provided that such medical condition is covered by the Certificate. This benefit also includes consultation fees and medication prescribed.

### **7. Post-Hospital Follow-up Treatment**

The medically necessary follow-up treatment ordered by a Physician to be rendered for up to the days stated in the Schedule of Benefits from the Person Covered's discharge from Hospital. Cover is restricted to follow-up treatment of the specific medical condition for which the Person Covered receives in-hospital treatment covered by the Certificate.

### **8. Ambulance Services**

The medically necessary transportation of the Person Covered by road vehicle to Hospital.

### **9. Final Care Expenses**

In the event of death of any Person Covered due to accident or illnesses including COVID-19, We shall pay to the immediate family member or named beneficiary, upon satisfactory proof, the Funeral Expenses up to the limit shown in the Schedule within twenty-four (24) hours.

This benefit is only applicable if the final rites are performed in Brunei Darussalam.

### **10. Repatriation Expenses**

We will pay, upon satisfactory proof for the Repatriation Expenses as defined if, during the period of takaful the Person Covered shall sustain bodily injury or sickness resulting in death or hospitalisation as an in-patient in any registered and licensed hospital worldwide for treatment and subsequently certified by the attending Physician to be unfit to attend to the Person Covered's usual employment.

The amount of the said benefit shall be equal to the actual charges made by the relevant parties, but in no event shall the total benefit payable exceed the maximum amount shown in the Schedule of Benefits.

### **11. Emergency Medical Evacuation, Medical Repatriation and Repatriation of Mortal Remains**

The Assistance Company will provide and will pay for service in respect of Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains necessitated by Accident, Illness or death of the Person Covered occurring when he is travelling outside Brunei Darussalam for a period not exceeding ninety (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 the Person Covered 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, communication 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 Person Covered's medical condition is sufficiently serious to warrant emergency medical evacuation. The Assistance Company further reserves the right to decide the place to which the Person Covered shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

***Arrangement and Payment of Emergency Medical Repatriation***

The Assistance Company will arrange for the return of the Person Covered to Brunei Darussalam by air and/or surface transportation following an emergency medical evacuation where the Person Covered is 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 Assistance Company is aware at the relevant time.

***Arrangement and Payment of Repatriation of Mortal Remains***

The Assistance Company will arrange for transporting the Person Covered's 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.

## **II. OPTIONAL COVERAGE**

### **OPTION A: OUTPATIENT TREATMENT DUE TO ILLNESS**

Medically necessary treatment provided to Person Covered who is not a registered in-patient at a Hospital and defined as:

#### **1. General Outpatient Services**

Outpatient Services provided by or on the order of a Physician who is licensed as a General Practitioner.

#### **2. Specialist Outpatient Services**

Outpatient Services provided by or on the order of a Physician who is licensed as a Specialist or Consultant and to whom the Person Covered has been referred to by a General Practitioner.

#### **3. Outpatient Laboratory and X-ray Services**

Laboratory testing, radiographic and nuclear medicine procedures used to diagnose or treat medical conditions. Such services must be provided by or ordered by a Physician. Specialized investigations including CT scans, MRI, PET Scan, Amyloid Scan are subject to co-takaful stated on the Schedule.

#### **4. Outpatient Prescription Drugs**

The sale and use of drugs and medications, which is legally restricted to the order of a Physician and prescribed for use by the Person Covered as an Outpatient.

Cover for Outpatient Services is subject to the Limit and Deductible stated on the Schedule. The deductible shall be applicable on a per disability per Person Covered basis.

Cover for Outpatient Services does not include expenses recoverable under any other type of Benefit covered by the Certificate.

### **OPTION B: CANCER AND HOSPITAL ALLOWANCE COVERAGE**

Cancer Coverage will be paid in an amount equal to the sum actually charged for such cancer treatment provided by hospital or a registered cancer treatment centre, provided however that the maximum benefit for all cancer treatment shall not exceed the sum shown in the Schedule of Benefits.

In the event of any Person Covered under this Clause is warded and confined in any hospital as hereinafter defined, on the recommendation of a Physician, We will, upon receipt and approval of proofs, pay the Hospital Allowance shown in the Schedule of the Basic Certificate in respect of:

- i) Illness occurring more than thirty (30) days after the date of entry, or date of reinstatement of this Clause, whichever is the latter, unless the Person Covered affected by this condition has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage, for the three (3) consecutive days of confinement but not exceeding sixty-five (65) days; or

- ii) Injury occurring after the date of entry, or the date of reinstatement of this Clause, whichever is the latter, for the period during which the Person Covered shall be an in-patient of the Hospital subject to a minimum of three (3) consecutive days of confinement but not exceeding sixty-five (65) days.

Under no circumstance will We pay for more than one Hospital Allowance for each day of confinement.

#### **OPTION C: COVID-19 COVERAGE**

If during the Period of Takaful, You are necessarily and reasonably confined in a hospital or a COVID-19 Medical Centre as a direct result of contracting COVID-19, and as diagnosed by a physician who is directly treating, testing or, attending to Your medical circumstances, We will cover You in respect of such Medical Expenses in the aggregate of in-patient treatment coverage of the Overall Annual Limit up to maximum Sum Covered specified in the Certificate Schedule, subject to the terms and conditions of this Certificate.

#### **III. GEOGRAPHICAL LIMITS**

Worldwide excluding USA, Canada and countries under sanction, prohibition or restriction under United Nations resolutions or the trade of economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **IV. ELECTIVE TREATMENT**

Coverage is for treatment in Brunei Darussalam only. Coverage other than Brunei Darussalam within Geographical Limits is for emergency treatment only.

However, if the Person Covered seeks elective overseas treatment within Geographical Limits for non- emergency or chronic medical conditions only upon prior written approval by Us or Our authorised representative, benefits will be payable but shall be limited to the Reasonable and Customary Charges for such treatment in Brunei Darussalam and shall exclude any cost of transportation to the place of treatment and accommodation other than that incurred as in-patient by the Person Covered. Elective overseas treatment is subject to twenty percent (20%) co-takaful of total medical costs.

### SECTION 5: EXCLUSIONS

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from the Certificate and We shall not be liable to pay for:

1. Cost or expenses incurred for sickness contracted within the waiting period of thirty (30) days from commencement date of Certificate or Endorsement;
2. Pre-Existing Conditions as defined and/or as agreed by Us in writing prior to the Commencement Date of the Certificate.
3. Any condition that is or becomes chronic will be excluded although the certificate will continue to cover any acute phases of that condition;
4. The following specified illnesses are not covered:
  - a. All kinds of Cancer;
  - b. Genetic conditions;
  - c. Alzheimer's, Dementia, Parkinson's Disease;
  - d. Autoimmune Diseases;
  - e. Regular or long-term kidney dialysis in chronic or end-stage kidney failure.
5. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses, hearing aids, acne and primary hirsutism or related medical conditions, vitamins, supplements, interferon injections and similar medicine, all dental treatment or oral surgery related to teeth (unless within the terms of the Accident Dental Benefit);
6. Cosmetic treatment or surgery, including non-complicated varicose veins either symptomatic or not, deviated nasal septum, uvuloplasty for any reason and any treatment or procedure of navi which are not proved malignant;
7. Any expenses for the Persons Covered travelling outside Brunei Darussalam contrary to the advice of a physician or for the purpose of obtaining medical treatment or for rest and recuperation following any prior Accident, Illness or Pre-Existing Conditions;
8. Tests or treatment related to infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital illnesses, hereditary conditions, genetic conditions, any abortion performed, any cryo preservation, implantation or re-implantation of living cells;
9. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms include hormonal replacement therapy, polycystic ovarian syndrome and related conditions;

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10. Prosthesis, corrective devices and medical appliances which are not surgically required, treatment by a family member and all treatment that is not scientifically recognised by Western European or North American standards;
11. Traditional Chinese medicine, homeopathy, acupuncture, Unani medicine, Ayurveda, chiropractic and osteopathy treatments;
12. All costs relating to cornea, muscular, skeletal, human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to organ transplantation;
13. Treatment of emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse;
14. Sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases;
15. Elective overseas treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the Person Covered returns to Brunei Darussalam;
16. Experimental or pioneering or advanced medical and surgical techniques;
17. Any expenses incurred as a result of engaging in active service in the armed forces or police of any nation, active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
18. Any expenses related to the commission of, or the attempt to commit, an unlawful act;
19. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent or radioactive contamination, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
20. Travel costs in respect of trips made specifically for the purpose of obtaining medical treatment (unless in the course of an approved Emergency Medical Evacuation) and all Emergency Medical Evacuation costs not approved in advance by Takaful Brunei Am Sdn Bhd or its appointed 24-hour Emergency Assistance Centre;
21. Hotel or non-Hospital accommodation costs, convalescent care, hospice care, rehabilitation, rest cures and services or treatment in nursing home or home for the aged or similar treatment, spa, hydro-clinic, sanatorium or long-term care facility that is not a hospital as defined;
22. Any expenses related to accident or injury occurring whilst engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep-sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored basis;

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23. Any treatment or expense in respect of Person Covered less than six (6) months of age or more than sixty-five (65) years of age at the date of the onset of the event giving rise to a claim, unless agreed otherwise by Takaful Brunei Am Sdn Bhd prior to the commencement of the Certificate;
24. The cost of transporting the Person Covered by means of his or her employer's owned or leased watercraft or aircraft or the cost of medical treatment rendered by the employer's personnel or at the employer- provided medical facilities unless agreed otherwise in writing by Takaful Brunei Am Sdn Bhd prior to the inception of the Certificate. This exclusion shall also apply to transportation and medical treatment which Person Covered is entitled to receive by virtue of a contract between his or her employer and any principal;
25. Costs arising out of any litigation or dispute between the Person Covered and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of the medical expenses covered by the Certificate;
26. Goods and Services Tax and other government tax which may be levied on the treatment;
27. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;
28. Any circumcision whether or not due to illness or infection;
29. Treatment for obesity, weight reduction or weight improvement;
30. Non-medical personal services such as telephone, television, newspapers and the like;
31. Any treatment arising from causes which are prohibited by Shariah;
32. Any expenses related to the engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
33. Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
34. More than one emergency evacuation and/or repatriation for any single medical condition of a Person Covered during the term of the Certificate, subject to a maximum of one year unless otherwise decided by the Assistance Company as medically necessary;
35. Any costs or expenses not expressly covered by the Assistance Company program and not approved in advance and in writing and/or not arranged by the Assistance Company. This exception shall not apply to emergency medical evacuation from remote or primitive areas when Assistance Company cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Person Covered;

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36. Any expenses for medical evacuation or repatriation if the Person Covered is not suffering from a Serious Medical Condition, and/or in the opinion of the Assistance Company physician, the Person Covered can be adequately treated locally, or treatment can be reasonably delayed until the Person Covered returns to Brunei Darussalam; and
37. Any expenses for medical evacuation or repatriation where the Person Covered, in the opinion of the Assistance Company physician, can travel as an ordinary passenger without a medical escort;

### **Additional Exclusions on COVID-19 Coverage**

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from the Certificate and We shall not be liable to pay for:

1. The Person Covered being the subject of a Quarantine Order issued by the relevant Authority and/or Government of a Country but not hospitalised and/or suffering from COVID-19;
2. Any expenses incurred for the mandatory COVID-19 pre-departure and post-arrival diagnostic tests that are required by the relevant Authority and/or Government of a Country;
3. Any costs or expenses incurred for the Quarantine Period of two (2) weeks, including but not limited to hotel or non-hospital accommodation costs and transportation costs;
4. Any subsequent COVID-19 swab test expenses will be excluded if the Person Covered's result is found to be negative;
5. Any expenses relating to any COVID-19 treatment where such treatment was first sought more than thirty (30) days from the time the COVID-19 was first diagnosed;
6. Any expenses relating to specialist treatment which are not prescribed and/or referred by a doctor in general practice.

**SECTION 6: THE ASSISTANCE COMPANY**

The Assistance Company provides a 24-hour Emergency Assistance Services, operated for the benefit of the Person Covered who travels outside Brunei for periods not exceeding ninety (90) consecutive days per trip so that in the event of an emergency medical problem covered by this Certificate, 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 Appointment with Doctors**

The Assistance Company will assist the Person Covered to arrange for appointments with general practitioners or specialized doctors. The Assistance Company shall not be responsible for any consultation fees or other cost incurred by the Person Covered when consulting with the doctors referred by the Assistance Company.

**(iv) 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.

**(v) 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.

### **(vi) 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 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.

### **(vii) Arrangement and Payment of Emergency Medical Repatriation**

The Assistance Company will arrange and pay for Your return to Your habitual country of residence by air and/or surface transportation following an emergency medical evacuation where You are evacuated to a place outside Your habitual country of residence 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.

### **(viii) 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 Your habitual country of residence 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.

## **As Syifa' Takaful Certificate**

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### **(ix) 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 Your habitual country of residence 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.

### **(x) 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 Your habitual country of residence 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.

### **(xi) 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 Luggage Assistance**

The Assistance Company will assist You on Your lost luggage while travelling outside Brunei by referring You to the appropriate authorities involved.

### **(iv) Lost Passport Assistance**

The Assistance Company will assist You on Your lost passport while travelling outside Brunei by referring You to the appropriate authorities involved.

### **(v) Lost document advice & assistance**

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

### **(vi) 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.

### **(vii) Embassy Referral**

The Assistance Company shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

### **(viii) Emergency Translation Assistance**

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

## **As Syifa' Takaful Certificate**

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### **(ix) 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.

### **(x) 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 (x)] 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.

### SECTION 7: CLAIMS

Takaful Brunei Am Sdn Bhd will act in good faith in all Our dealings. Equally, the payment of claims is dependent on:

#### 1. Pre-Authorisation

Before covered treatment is undertaken at a hospital as an in-patient (except in cases of an Accident or medical emergency), the Person Covered must inform Us with a duly completed Pre-Authorisation Request Form seven (7) days prior to the intended date of admission. The validity of Our approved Pre-Authorisation Request Form is for fourteen (14) days from the date of approval and treatment must be obtained within the said period. Thereafter a new Pre-Authorisation Request Form shall be required.

#### 2. Reimbursement

For claims on a reimbursement basis, a duly completed Reimbursement Claim Form (stamped and completed 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 Reimbursement Claim Form (stamped and completed 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.

#### 3. Notification

Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation must be given to the 24-hour Emergency Assistance Centre and its approval obtained prior to transportation.

Observance of these Notification of Claim conditions, together with the Claims and Emergency Assistance Procedures attached to and forming part of the Certificate, shall be conditions precedent to Takaful Brunei Am Sdn Bhd's liability under the Certificate.

#### 4. Payment Guarantees

Upon receipt of adequate prior notification of claim for Hospital in-patient treatment and/or Emergency Medical Evacuation services, Takaful Brunei Am Sdn Bhd or the 24-hour Emergency Assistance Centre will confirm the extent of takaful benefits, monitor claims procedures, issue (wherever possible) appropriate pre-authorisation request approvals and/or arrange direct settlement to the Hospitals, Physicians or other service providers subject always to certificate terms and conditions. This pre-authorisation is only valid for a period of fourteen (14) days from the approval date and if treatment is done after the validity date, a new pre-authorisation is required. No such Payment Guarantees or direct settlements can be made if Us or the 24-hour Emergency Assistance Centre is not contacted in advance with all relevant details as stated above.

## **As Syifa' Takaful Certificate**

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Covered Outpatient Services are not subject to Payment Guarantees or direct settlement and must be paid by the Person Covered or Participant and reimbursement less deductible claimed under the Certificate.

The deductible as shown in the Schedule of Benefits is on a per disability per person basis.

### **5. Proof of Claim**

Original documentation and receipts together with a fully completed Claim Form signed by the treating Physician and the Person Covered must be submitted to 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 the Person Covered. Photocopies are not acceptable.

One of the following documents is considered as valid proof by Us for payment of Final Care or Repatriation Expenses (as applicable):

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

### **6. Examinations**

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

### **7. 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 BankIslam Brunei Darussalam Berhad.

### **8. 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 You or any other person or persons, covering the same Person Covered, 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.

### **9. Limitation**

It is hereby provided that if no notice of claim of any claim made by the Person Covered is served on Us within 6 months of the expiry of this Certificate, We shall not be liable to indemnify the Participant under this Certificate of any claims whatsoever by the Person Covered on the Participant.

**10. Fraudulent Claim**

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices be used by You or any one acting on his behalf to obtain any benefit under this Certificate, or if the claim be occasioned by the willful act or with Your connivance, all benefit 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.

**11. 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 Certificate conditions. The parties have agreed that the Law of Brunei shall govern and control in the event of any conflict or dispute between the parties with regard to the Certificate, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Brunei for the resolution of any such conflict or dispute.

**SECTION 8: CONTACT DETAILS**

Please contact our Claims Department at the following: -

**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

The 24-hour Emergency Assistance Centre (Assistance Company) :-

Tel. No. : (65) 6339 6676

In all communication with the Assistance Company, the Person Covered should quote:

Name  
Certificate Number  
Employer Name  
Member ID

***The English version of the Certificate is valid and will be referred to, in the event of any dispute arising from this Certificate.***