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# WORKMEN'S COMPENSATION PACKAGE FOR DOMESTIC HELPER CERTIFICATE WORDING

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

## 1. WORKMEN'S COMPENSATION

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

Workmen's Compensation Act (Revised Edition, 1984)

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

### EXCEPTIONS

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

**(i) Others Contractors Employee**

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

**(ii) Others Agreement**

- i) Any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the Participant and such party.
- ii) Any sum which the Participants would have been entitled to recover from any party but for an agreement between the Participant and such party

**(iii) War**

Any injury by accident or disease directly attributable to:

- i) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war

- ii) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

**(iv) Any “Act of Terrorism”**

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

**(v) Radioactive**

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

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

**(vi) Prohibited by Shariah**

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

**(vii) Suicide**

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

**(viii) Breach of Law**

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

**(ix) Alcohol and Drugs**

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

**(x) Mental Exhaustion / Illness**

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

**(xi) Flight Injury and Disease**

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

**(xii) Extreme Sports**

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

**(xiii) Underwater Activity**

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

**(xiv) Sexual Transmitted Disease**

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

**2. PERSONAL ACCIDENT BENEFIT (OUTSIDE WORKING HOURS)**

**Cover Under this benefit**

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

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

**Territorial Limit      Worldwide**

**Special Provision under this benefit**

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

### Special Exclusion under this benefit

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

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

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

#### TABLE OF BENEFITS ACCIDENTAL DEATH / PERMANENT DISABLEMENT

	Percentage of the Sum Covered
A. ACCIDENTAL DEATH	100%
B. PERMANENT DISABLEMENT	
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total Paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg at hip between knee and hip	100%
below knee	100%
Eye: loss of - whole eye	100%
- sight of	100%
- sight of, except perception of light	50%
- lens of	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb both phalanges	25%
one phalanx	10%
Loss of index finger three phalanges	10%
two phalanges	8%
one phalanx	4%
Loss of middle finger three phalanges	6%
two phalanges	4%
one phalanx	2%
Loss of ring finger - three phalanges	5%
- two phalanges	4%
- one phalanx	2%
Loss of little finger - three phalanges	4%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpals first or second (additional)	3%
third, fourth or fifth (additional)	2%
Loss of toes all	15%
great, both phalanges	5%
great, one phalanx	2%
other than great, if more than one toe lost, each	1%

if more than one toe lost, each	1%
Loss of hearing both ears	75%
Loss of hearing in one ear	15%
Loss of speech	50%

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

### **3. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ACCIDENT**

#### **Cover Under this benefit**

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

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

**Territorial Limit**            Worldwide

#### **Special Provision under this benefit**

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

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

#### **4. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ILLNESS**

##### **Cover Under this benefit**

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

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

**Territorial Limit**            Worldwide

##### **Special Provision under this benefit**

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

- a) Reimbursement shall be payable only if such medical, hospital and/or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of the illness and the charges shall be reasonable and customary.
- b) Illness occurring more than thirty (30) days after the date of cover, or the date of reinstatement of this benefit, whichever is the latter. For an in-patient treatment subject to a minimum of six (6) consecutive hours of confinement. No out-patient treatment is covered.
- c) Takaful Brunei Am Sdn Bhd may also have the right to examine the Covered Person whenever it may reasonably require.
- d) An excess of BND50.00 is applicable in respect of each and every claim.
- e) No excess applicable for a follow up treatment from the same illness.
- f) If payment is paid under this benefit then the benefit of "Medical, Hospital & Surgical Expenses due to Accident" is not applicable.

#### **5. DAILY HOSPITAL ALLOWANCE**

##### **Cover Under this benefit**

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

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

**Territorial Limit**            Worldwide

## 6. DEATH BENEFIT

### Cover Under this Section

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

**Territorial Limit**                                      Worldwide

### Special Provision under this benefit

If payment is paid under this benefit then benefit under “Workmen’s Compensation Act” or “Personal Accident” is not applicable.

## 7. REPATRIATION REIMBURSEMENT

### Cover Under this Section

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

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

**Territorial Limit**                                      Worldwide

### Amount of Benefit and Payment of Claim

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

### Proof of Claim

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

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

## **GENERAL CONDITIONS**

### **Contract**

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

### **Observance**

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

### **Written Notice**

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

### **Prevention of Accident and Disease**

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

### **Conduct and Control of Proceeding**

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

### **Warranty of disclosure of full salary, wages, financial benefit**

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

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

Notwithstanding anything to the contrary in this Certificate, and subject to the limits and other conditions of takaful cover provided in this Certificate, it is hereby understood and agreed by the Participant that if salary, wages and other financial benefits of Persons Covered herein stated or declared in writing to Takaful Brunei Am Sdn Bhd are less than the actual wages paid or payable to the Persons Covered corresponding to the relevant period of takaful cover, the liability to Takaful Brunei Am Sdn Bhd in respect of any claim under this Certificate shall be proportionately reduced and Takaful Brunei Am Sdn Bhd is not obliged to indemnify the Participant for the proportionate difference.

### **Rateable Proportion**

Subject to the maximum liability under this Certificate, if at the time any claim arises under this Certificate and there be any other subsisting takaful / insurances, whether effected by the Participant or any other person or persons, covering the same Person Covered, Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to the maximum liability of Takaful Brunei Am Sdn Bhd under this Certificate

### **Condition Precedent of Liability**

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

### **Cancellation of Certificate**

Takaful Brunei Am Sdn Bhd may cancel this Certificate in seven (7) days' notice by registered mail to the Participant at his last known address. Such cancellation shall be effective upon the expiry of the seven (7) days from the date of the notice irrespective of whether or not the notice is actually received by the Participant. In such event Takaful Brunei Am Sdn Bhd shall retain the contribution paid on a pro-rata basis in proportion to the period the Certificate was in force and return the balance thereof to the Participant (after deduction of wakalah fee and service charges of BND10.00)

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

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

### **Termination of Cover**

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

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

### **Records and Reports**

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

### **Limitation**

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

### **Territorial Limit**

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

**Disclosure of Pre-Existing Condition**

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

**Communicable diseases**

Takaful Brunei Am Sdn Bhd will not be liable for any claims that are due to communicable diseases which requires the Participant's employee to be under isolation or quarantine by law in the event of an epidemic or pandemic

**Change of Business, Occupation or Physical Condition**

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

**Evidence of Age**

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

**Alteration of Certificate**

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

**No Assignment**

The benefits under this Certificate shall be non-assignable

**Subrogation of rights**

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

**Laws and Jurisdiction**

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

**Arbitration**

All differences arising out of this Certificate shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single, arbitrator, to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case in the arbitrators do not agree, of an Umpire

appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against Takaful Brunei Am Sdn Bhd. The cost of and connected with the arbitration shall be at the discretion of the arbitrator, arbitrators or Umpire. The seat of arbitration shall be Brunei Darussalam and the laws of Brunei Darussalam shall apply to the arbitration

#### **Time of Payment of Takaful Contribution**

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

#### **Takaful Principles and Distribution of Underwriting Surplus**

##### **TABARRU'**

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

##### **WAKALAH**

Participant hereby appoints Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, Participant agrees to apportion **35%** of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a **Wakalah Fee** for the aforementioned services. The Participant hereby also agree to give a fee from surplus of the Takaful Fund (if any) to Takaful Brunei Am Sdn Bhd at a percentage approved by Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.

##### **DISTRIBUTION OF UNDERWRITING SURPLUS**

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

## **CLAIMS CONDITIONS**

### **1. Notice of Claims**

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

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

### **2. Notice of Labour Department**

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

### **3. Examination**

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

### **4. Proof of Claim**

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

### **5. Fraudulent Claim**

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

### **6. Payment of Claim**

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



### **TBA Head Office**

Unit 9 & 10, Simpang 493,  
Kg Beribi, Jalan Gadong BE1118,  
Negara Brunei Darussalam

### **Claim Division**

Level 2, Unit 9 & 10, Simpang 493,  
Kg Beribi, Jalan Gadong BE1118, Negara  
Brunei Darussalam  
Tel: +673 224 4000 (ext. 9204) / +673 245 1803

### **TBA Call Centre**

Tel: +673 224 4000

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## **Branches & Counters**

### **Delima**

Unit A1, Bangunan Desa Delima, Simpang 44,  
Kg Pancha Delima Jalan Muara BB4513

### **Seria**

Pejabat Pos Seria,  
Seria, KB2733

### **Kuala Belait**

Ground Floor, Plaza Sutera Biru  
Jalan Sungai, Kuala Belait KA2331  
Tel: +673 334 1083