



STUDENTCARE TAKAFUL CERTIFICATE

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. Communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic;
28. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;
29. Any circumcision whether or not due to illness or infection;
30. Treatment for obesity, weight reduction or weight improvement;
31. Non-medical personal services such as telephone, television, newspapers and the like;
32. Any treatment arising from causes which is prohibited by Shariah;
33. 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;
34. 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.
35. More than one emergency evacuation and/or repatriation for any single medical condition of a Person Covered during the term of the takaful Certificate, subject to a maximum of one year unless otherwise decided by the Assistance Company as medically necessary;
36. 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;
37. 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;
38. 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;

REPATRIATION EXPENSES

No payment will be made under this benefit if death or total permanent disablement of the Person Covered is caused directly or indirectly by the Participant.

2. TRAVEL BENEFIT

(a) Personal Liability

This indemnity shall not apply in respect of judgments which are not in the first instance delivered by obtained from a Court of competent jurisdiction within Negara Brunei Darussalam.

(b) Baggage Lost / Damage

This takaful does not cover:

1. Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
2. Losses of cash, bank notes, negotiable instruments, bonds or securities, and documents of any kind and all expenditure resulting from losses of passports, visas, air tickets, and transportation, accommodation or any other tour vouchers;
3. Unaccompanied baggage or baggage left behind or losses arising from personal negligence, or unexplainable disappearance;
4. Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, china, glassware, porcelain, object d'art, set and unset precious or semiprecious gemstones, jewellery;
5. Sports equipment whilst in use;
6. Wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic charges, or depreciation in value and such depreciation shall be applied wholly at Our discretion;
7. Loss, breaking damage to eyeglasses, eye lens, dentures and other refraction aids, or to hearing-aids.

(c) Trip Cancellation & Trip Curtailment

No benefit shall be payable in respect of losses arising out of pregnancy or gynaecological disease or their sequelae.

3. DEATH BENEFIT

We shall not pay takaful benefit if the death of the Person Covered resulted either directly or indirectly from:

- a. Pre-Existing Conditions as defined and/or as agreed by Us in writing prior to Commencement Date of the Certificate;
- b. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- c. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- d. Suicide;

- e. Being under the influence of alcohol, misuse of drugs, hallucinogenic substances, whether or not within the prescribed limit under the law;
- f. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

4. TOTAL PERMANENT DISABILITY AND ACCIDENTAL DEATH

We shall not pay takaful benefit if Total Permanent Disability or Accidental Death of the Person Covered resulted either directly or indirectly from:

- a. Pre-Existing Conditions as defined and/or as agreed by the Us in writing prior to the Commencement Effective Date of the Certificate;
- b. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- c. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- d. Attempted suicide or self – inflicted injury whilst sane or insane;
- e. Any breach of the law by the Person Covered inclusive of those which result in imprisonment or any assault provoked by him;
- f. Under the influence of alcohol, misuse of drugs, hallucinogenic substances, whether or not within the prescribed limit under the law;
- g. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airlines or charter services;
- h. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- i. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- j. Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;
- k. Serving in any capacity for any navy, army, airforce, police force or security personnel;
- l. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
- m. Any disability of person covered after age of sixty (60) years.

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 90 consecutive days per trip so that in the event of an emergency medical problem covered by this Takaful, help and advice will be given by the Assistance Company and if necessary, Emergency Medical Evacuation and Repatriation will be provided.

Scope of Services

(a) International Medical Assistance

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

(i) Telephone Medical Advice

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

(ii) Medical Service Provider Referral

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

(iii) Arrangement of 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 addition to the hospital expenses, a case fee and any network re-pricing share listed in Annex A of Our agreement with the Assistance Company shall also be payable by Us to Takaful Brunei Am Sdn Bhd for the provision of such a service.

In the event the Assistance Company has guaranteed Your hospitalization expenses, the Assistance Company will monitor 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 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 You when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Assistance Company shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by the Assistance Company.

The Assistance Company retains the absolute right to decide whether 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.

(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 one (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. A schedule of fees listed in Our agreement with the Assistance Company shall be payable by Us for the provision of such Services. The Assistance Company shall not be responsible for any third party expenses which shall be solely Our responsibility.

The above Services [items (v) to (x)] are subjected to the customary exclusions listed in Article 4 of Our agreement with the Assistance Company.

(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, credit cards) 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 telephone translation assistance through its concierge centre network.

(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 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

1. HEALTHCARE

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

a. 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 shall be required.

b. 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.

c. 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 Our liability under the Certificate.

d. Payment Guarantees

Upon receipt of adequate prior notification of claim for Hospital in-patient treatment and/or Emergency Medical Evacuation services, the 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 approval date and if treatment is done after validity date, a new pre-authorisation is required. No such Payment Guarantees or direct settlements can be made if We or the 24-hour Emergency Assistance Centre is not contacted in advance with all relevant details as stated above.

Covered Outpatient Services are not subject to Payment Guarantees or direct settlement and must be paid by 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.

e. 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 Funeral Expenses or Repatriation Expenses:

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

2. TRAVEL BENEFIT

(a) Notice of any claim must be given to Us within thirty (30) days of the date of incident and in the instance of a claim under Personal Liability such notice must be given in writing as soon as possible and in any event not later than fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof to Our satisfactory of death, illness, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.

(b) All claims must be submitted with comprehensive supporting information including:

i. Personal Liability

Immediate written notification to Us of the possible claim indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without Our prior knowledge and written consent. Full documentation, including copies of the summons, court documents, solicitors and other legal correspondence, etc must be submitted to Us as soon as possible after the occurrence.

ii. Baggage lost / Damage, Baggage Delay and Computer or Laptop loss / Damage

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline / carrier and his official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within twenty (24) hours of the occurrence.

iii. Trip cancellation and Trip Curtailment

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim.

iv. Strikes and Hijack

Documentation satisfactory to Us that the strike / industrial action was officially recognised.

3. DEATH, ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

Written notice of an occurrence upon which a claim under this Certificate may be based must be given to Us within thirty (30) days of such occurrence. Notice given by or on behalf of the Participant to Takaful Brunei Am Sdn Bhd with particulars sufficient to identify the Person Covered, shall be deemed to be notice to Us.

Provided that the Person Covered has become totally and permanently disabled, affirmative proof must be submitted to Us after six (6) months and within nine (9) months from the date of occurrence of the disability. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

4. EXAMINATIONS

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

5. CLAIMS PAYMENT

All payable medical expenses incurred will be reimbursed in Brunei Dollars (BND). Where the Certificate is issued in Foreign currency, payment will be made at the exchange rate prevailing at time of payment provided by Bank Islam Brunei Darussalam Berhad.

6. 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, 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.

7. 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.

8. 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 the Participant or any one acting on his behalf to obtain any benefit under this Certificate, or if the claim be occasioned by the wilful act or with the connivance of the Participant, 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 the Participant.

9. LEGAL PROCEEDINGS

No action in law or equity shall be brought to recover under the 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.

CLAIMS CONTACT DETAILS

Please contact:

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

Student 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

STUDENTCARE TAKAFUL

CERTIFICATE WORDING ADDENDUM

ADDENDUM NO 2/2022

It is hereby declared and agreed that Your Takaful Certificate is extended to include the following additional coverage as endorsed and specified in the Schedule.

MEDICAL EXPENSES ABROAD WITH COVID-19 COVERAGE

If during the Period of Takaful, You are necessarily and reasonably Confined in a Hospital or Other COVID-19 Medical Centre as a direct result of COVID-19, and as diagnosed by a Doctor who is directly treating, testing or, attending to Your medical circumstances, We will cover You in respect of such Medical Expenses up to maximum Sum Covered specified in the Certificate Schedule, subject to the terms and conditions of this Certificate.

Schedule of Benefit

COVERAGE	MAXIMUM BENEFITS PER DISABILITY (BND)
Medical Expenses due to COVID-19	50,000

- Additional Exclusions**
- i. The Person Covered being the subject of a Quarantine Order issued but not hospitalised and/or suffering from COVID-19;
 - ii. 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;
 - iii. 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;
 - iv. Any subsequent COVID-19 swab test expenses will be excluded if the Person Covered's result is found to be negative;
 - v. Any expenses relating to any COVID-19 treatment where such treatment was first sought more than sixty (60) days from the time the COVID-19 was first diagnosed; and/or
 - vi. Any expenses relating to specialist treatment which are not prescribed and/or referred by a doctor in general practice.

This Addendum does not alter, amend or modify Your Takaful Certificate other than as set forth in this Addendum, and it is subject otherwise to all the terms and conditions of Your Takaful Certificate together with all amendments and supplements thereto.

DEFINITIONS:

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

CONFINEMENT

Means admission to a Hospital or other COVID-19 Medical Centre in the country in a continuous and uninterrupted period with a minimum of six (6) hours where the Person Covered study as In-Patient, upon the advise of and under the regular care and attendance of a doctor, and prior to discharge, which shall be evidence by a room and board charge by the Hospital.

COVID-19

Means the strain of Novel Coronavirus 2019, classified by World Health Organisation (WHO) in February 2020 as 'Coronavirus Disease 2019', or any mutation or variation, contracted and commencing while this Certificate is in force

HOSPITAL/MEDICAL INSTITUTION

Means any lawfully operating institution operated by the local Ministry of Health (country where the Person Covered study), which has twenty-four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organized facilities for diagnosis and major surgery and shall not primarily be a clinic, a nursing, rest for convalescent home or homefor the aged or similar establishment.

MEDICAL EXPENSES

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

OTHER 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.

QUARANTINE ORDER

Means a medically necessary and compulsory isolation order: -

- a) an order in response to Person Covered contracting COVID-19 or suspected of being exposed to COVID-19, including if Person Covered have travelled to certain designated countries, territories or regions;
- b) ordered by a government authority vested with the power to issue such an order; and
- c) where non-compliance of the order would result in civil or criminal penalties.