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# MUSAFIR (TRAVEL) TAKAFUL PRODUCT WORDING

**\*IMPORTANT:** If you participated your TBA Musafir Takaful before 1<sup>st</sup> February 2024, please click [here](#) to view the Product Wording

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

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

## Conditions Precedent to Our Liability under this Takaful Certificate

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

## Time of Payment of Takaful Contribution

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

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

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# **24-HOUR EMERGENCY ASSISTANCE**

## **APPLICABLE TO ALL PLANS**

You may call the 24-Hour emergency telephone number as stated below in the event that You require assistance with regards to emergency medical and travel problems Worldwide during Your trip that is covered under this Takaful Certificate.

Aspire Lifestyles (APAC) Pte Ltd will advise You on Your Benefits and where necessary, assist You accordingly based on Your needs.

In all communications with Aspire Lifestyle (APAC) Pte Ltd, You must quote:

- Your Name and Your Takaful Certificate Number.

**Aspire Lifestyles (APAC) Pte Ltd.'s  
24-Hour Emergency Assistance Centre  
(65) 63396676**

## **APPLICABLE TO PLANS WITH HAJ AND UMRAH EXTENSION**

If You are travelling for Haj or Umrah and You have participated in the Haj and Umrah Extension, You may call the 24-Hour emergency telephone number as stated below for assistance on medical treatments, emergency dental care, medical evacuation and repatriation of mortal remains and compassionate benefit only during your Haj and Umrah trip. Al Khairi Care Sdn Bhd's services are only available in Mekkah, Madinah and Jeddah and are limited to the Al Khairi Care Sdn Bhd's Panel Medical Centers.

Al Khairi Care Sdn Bhd will advise You on Your benefits and where necessary, assist You accordingly based on Your needs.

In all communications with Al Khairi Care Sdn Bhd, You must quote:

- Your Name and Your Takaful Certificate Number.

**Al Khairi Care Sdn Bhd's  
24-Hour Emergency Assistance Centre  
(966) 509227793**

# MEANING OF WORDS

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

## Assistance Company

### **APPLICABLE FOR ALL PLANS**

*Aspire Lifestyles (APAC) Pte Ltd*, a company incorporated in Singapore and having its address at 331 North Bridge Road, 17th Floor Odeon Towers, Singapore 188720, Singapore.

Aspire Lifestyles provides 24-hour medical and travel assistance, and other related emergency services Worldwide for this Takaful Certificate on Takaful Brunei Am Sdn Bhd's behalf.

### **APPLICABLE FOR PLANS WITH HAJ AND UMRAH EXTENSION**

*Al Khairi Care Sdn Bhd (AKC)*, a company incorporated in Malaysia with its principal place of business at at B-28-1, Jalan Zuhul U5/179, Seksyen U5, Bandar Pinggiran Subang, 40150, Shah Alam, Selangor, Malaysia.

AKC provides 24-hour assistance for medical treatments, emergency dental care, medical evacuation and repatriation, compassionate benefit only during your Haj and Umrah trip for this Takaful Certificate on Takaful Brunei Am Sdn Bhd's behalf.

AKC services are available in Mekkah, Madinah and Jeddah only and are limited to the AKC Panel Medical Centers.

## AKC Panel Medical Centers

AKC Panel Medical Centers include:

1. Wahat Al-Shifa 3 Polyclinic, Al Majhar, Industrial City 1, Jeddah, Saudi Arabia.  
☎ +966-12-920007501
2. Wahat Al-Shifa 2 Polyclinic, Madinah, Zarah Ibn Amir Al Rayah, Saudi Arabia, 42313, P.O. Box 6847.  
☎ +966-12-920007501
3. Al Zahra Hospital, Ali bin Abi Talib Street, Madinah 42316, Kingdom of Saudi Arabia  
☎ +966-14-84888808
4. Al Shefa Hospital, Al Mansur, Al Hindawiyah, Mecca 24232, Kingdom of Saudi Arabia.  
☎ +966-12- 5333555
5. Albayt Medical Centre, Clock Tower P11, Mecca, Saudi Arabia.  
☎ +966-12-5718400

## Covered Trip

The covered trip, which must be within the Geographical Limits, with the length of the trip not exceeding ninety (90) days will begin at the time when You arrive at the country(s) that is outside of Brunei Darussalam and will end at the time when You arrive back in Brunei Darussalam. Your participation in the takaful must be completed before Your initial departure from Brunei Darussalam.

## Endorsement

All alterations or amendments to the wording or cover of Your Takaful Certificate and for Your Schedule issued therewith which We have made or which You have asked for and We have agreed to. Your Schedule will show details of any endorsement(s).

## Excess

The amount that You must pay towards a claim and is specified in Your Schedule.

<b>Geographical Limits</b>	<p><b>ASEAN</b> – Singapore, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam and including Timor Leste.</p> <p><b>WORLDWIDE</b> – Anywhere in the world (excluding countries that are restricted by the Brunei Darussalam Government and countries that are sanctioned by the United Nations).</p>
<b>Immediate Family Member</b>	Your spouse, children, parents, grandparents, or siblings.
<b>Loss</b>	The physical, permanent, and total loss of use sustained by You in consequence of the happening of an accident.
<b>Participant/You/Your</b>	The person or people named in Your Schedule.
<b>Period of Takaful</b>	This is a period which You are covered for and is shown in Your Schedule and may include any extension(s) thereof as may be granted at Our discretion.
<b>Permanent Total Disability</b>	Disablement that has continued uninterruptedly for a period of at least six (6) months from the date of accident that caused the bodily injury and disablement that in all probability will continue for the remainder of Your life, supported by a written statement from a doctor.
<b>Pre-Existing Conditions</b>	<p>Any injury, illness, condition or symptom:</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>
<b>Quarantine Order</b>	Quarantine order issued by the applicable government/authority directing the Participant to stay at home or at a government arranged accommodation or at another quarantine address until the date that stated on the quarantine order (if issued).
<b>Schedule</b>	The schedule shows Your personal details, details of Your cover, Endorsement(s), and Takaful Contribution. The Schedule is issued to You with Your Takaful Certificate.

<b>Serious Medical Emergencies</b>	This refers to medical emergencies that require urgent remedial treatment to avoid death or serious impairment to Your immediate or long-term health prospects, which will be determined based on Your geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities, inclusive of emergencies arising from Pre-Existing Conditions.
<b>Takaful Brunei Am Sdn Bhd/We/Our/Us</b>	Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei Darussalam with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam.
<b>Takaful Certificate</b>	The certificate issued by Us in accordance with the provisions of the Laws of Brunei Darussalam, which is evidence that You have a valid Takaful cover with Us and, which has not expired or has not been cancelled.
<b>Takaful Contribution</b>	The sum(s) specified as Takaful Contribution in Your Schedule.
<b>Third Party</b>	A person or persons who make(s) a claim or claims against You under this Takaful Certificate.
<b>Travel Misconnection</b>	When a covered reason causes You to miss a scheduled flight connection. The misconnection is deemed to have occurred when the covered reason leads to Your inability to make the scheduled flight connection. The waiting time of each and every misconnection ends when the waiting time is over, which is when You are boarded on another flight or alternative means of transportation to Your intended destination.
<b>Trip Cancellation</b>	When a covered reason causes You to cancel Your Covered Trip before leaving Your departure point.
<b>Trip Curtailment</b>	When a covered reason occurs during Your Covered Trip, which causes an early return back to Your departure point.
<b>Trip Delay</b>	When a covered reason occurs during Your Covered Trip, which causes a delay in Your scheduled itinerary within Your Covered Trip. The delay begins when the covered reason occurs and extends until the time You are boarded on the flight or transportation to Your intended destination.
<b>Trip Interruption</b>	When a covered reason occurs during Your Covered Trip, which causes a delayed return back to Your departure point beyond Your scheduled return date.

# YOUR MUSAFIR (TRAVEL) TAKAFUL COVERAGE

## SECTION 1 – PERSONAL ACCIDENT

### *What You are covered for:*

#### **Indemnification**

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

#### **Other loss**

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

### *What You are not covered for:*

#### **This section does not cover**

- a) Death or bodily injury that is sustained by You as a result of anything other than direct, external, violent, visible and accidental means during the Covered Trip.
- b) Death or loss sustained occurring twelve (12) months after the date of the accident.

### **Schedule of Benefits under Section 1**

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

## SECTION 2 – MEDICAL EXPENSES ABROAD

### *What You are covered for:*

**Indemnification** We will cover You for medical expenses, up to the amount specified on the Schedule.

**COVID-19** We will cover You for medical expenses caused by COVID-19 up to the sublimit amount specified on the Schedule.

**Serious Medical Emergencies** We will cover You for medical expenses arising from Serious Medical Emergencies up to the amount specified on the Schedule.

**Conditions for Coverage**

- a) Medical expenses must be the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical product costs;
- b) Medical expenses must be prescribed by the attending doctor;
- c) Medical expenses incurred must be a result of any accident or illnesses during the Covered Trip;
- d) Medical expenses must be in accordance with Your Schedule per person per trip, or per year (in the case of annual cover); and
- e) Any medical expenses must be evidenced with relevant original documentation and receipts as per Claims Procedure.

**Assistance Company** The Assistance Company will maintain the telephone contacts necessary with the medical centre and with the doctors attending to You to supervise the provision of proper health care.

**Excess** Each and every claim shall be a subject to an excess of B\$50.00

### **EXTENSION**

**Haj and Umrah Extension** In consideration of additional contribution, We will cover You for medical expenses, including Pre-Existing Conditions, regardless of whether these treatments derive from Serious Medical Emergencies, up to the amount specified on the Schedule, limited to the AKC Panel Medical Centers.

### **Applicable for the Haj and Umrah Extension only:**

**Pre-Existing Conditions** For Pre-Existing Conditions, the sublimit amount specified on the Schedule shall apply.

**Excess** No Excess is applied to Medical Expenses under this extension.



***What You are not covered for:***

- This section does not cover**
- a) Any known conditions or circumstances prior to the inception of the Takaful Certificate or Endorsement, or prior to any trip;
  - b) Any expenses not directly related to medical treatment are excluded, including, but not limited to, accommodation, travel expenses, and COVID-19 swab-tests;
  - c) Any expenses related to any Quarantine Order issued by the relevant authorities or any government of a country, which does not require hospitalization; or
  - d) Any expenses relating to specialist treatment, which are not prescribed or referred by a doctor in general practice.

### **SECTION 3 – EMERGENCY DENTAL CARE ABROAD**

***What You are covered for:***

**Indemnification** If necessary, We will provide You cover for emergency dental assistance required during the Covered Trip. The coverage is restricted to the treatment of pain, infection and removal of the tooth affected. The maximum limit of the expenses for this benefit will be in accordance with the Schedule, or per annum and in accordance with the aggregate limit (in case of annual cover).

### **SECTION 4 – COMPASSIONATE BENEFIT**

***What You are covered for:***

**Assistance** In the event of Your demise, Your family may opt for Your final care to be done at the country of Your passing, subject to relevant government regulations. Our Assistance Company will assist to engage local correspondent to arrange the necessary plans for Your final care with Your family or next of kin's consent. We will cover the costs up to the amount specified in Your Schedule.

### **SECTION 5 – BAGGAGE DELAY**

***What You are covered for:***

**Cash Benefit** In the event that Your baggage is delayed or misdirected or misplaced by the carrier, including but is not limited to airline or any other carrier services upon arrival at the destination of the covered trip, We will provide you with a cash benefit up to the amount specified in Your Schedule, subject to the maximum limit.

**Conditions for Coverage** In the event of baggage delay, You must immediately obtain a written statement or official baggage irregularity report from the carrier not later than twenty-four (24) hours after becoming aware of the delay.

***What You are not covered for:***

- This section does not cover**
- a) Any delay as a result of any detention or confiscation by customs or any other officials or authorities.
  - b) If your baggage is delayed or misdirected or misplaced on Your return to Brunei Darussalam.

## SECTION 6 – BAGGAGE (LOST / DAMAGED)

### *What You are covered for:*

#### **Baggage Lost Cash Benefit**

In the event that Your checked-in baggage is lost due to the carrier's fault, including but not limited to airline or any other carrier services, or Your checked-in baggage is stolen, We will provide You with a cash benefit up to the amount specified in Your Schedule, subject to the maximum limit.

If checked-in baggage is delayed over two (2) weeks, Your checked-in baggage is deemed lost, and You may make a claim for baggage lost under this Section.

#### **Baggage Damage Indemnification**

In the event that Your baggage is damaged due to carrier's fault, including but is not limited to airline or any other carrier services, We will cover You for the repair cost up to the amount specified in Your Schedule.

In the event that the repair cost is more than the value of the baggage we will pay You up to the amount specified in Your Schedule.

If the baggage is proven to be beyond economical repair, We will cover You up to the amount specified in Your Schedule, considering any deductions for depreciation, wear and tear. The claim will be handled as if the baggage were a total loss, and We reserve the right to retain the damaged baggage as salvage.

#### **Conditions for Coverage for Baggage Lost or Damaged**

Depreciation for baggage more than two (2) years old will be 10% from the amount of the original purchase value.

In the event that Your baggage is stolen, You must immediately report the incident to the police within twenty-four (24) hours after becoming aware of the incident.

In the event that Your baggage is lost, You must immediately obtain a written statement or official baggage irregularity report from the carrier within twenty-four (24) hours after becoming aware of the incident.

In the event that Your baggage is damaged, You must retain your bag for our inspection as well as obtaining a written statement or official baggage irregularity report from the carrier within twenty-four (24) hours after becoming aware of the incident.

You must retain Your travel tickets and tags for Our inspection for all claims under this section.

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

***What You are not covered for:***

**This section does not cover**

- a) Any baggage that is not carried on the journey abroad during the Covered Trip and is not owned or held by You;
- b) Any destruction, loss or damage to Your baggage that is caused by Your lack of observation of ordinary and proper due care for the safety of the items covered, including the examination of Your baggage when received;
- c) Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, Chinas, glassware, porcelain, object d'art, set and unset precious and semi-precious gemstones, or jewelry;
- d) Sports equipment whilst in use;
- e) Wear and tear (including scratches, scuff marks, stains, dents and dirt), moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic charges, or depreciation in value at Our discretion;
- f) Losses of cash, bank notes, negotiable instruments, bonds and 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;
- g) Unattended baggage or baggage left behind or losses arising from personal negligence or unexplainable disappearance;
- h) Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials;
- i) Loss or damage in consequence of unattended vehicle, unless the baggage or personal effects are locked in a secure area including but not limited to the glove compartment or near boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle and provided that there is evidence of forcible and violent entry into the vehicle;
- j) Any cabin baggage or hand-carried items; or
- k) Any complimentary baggage provided by the travel agent (applicable for baggage damage only).

**SECTION 7 – TRIP CANCELLATION, TRIP CURTAILMENT AND TRIP INTERRUPTION ABROAD**

***What You are covered for:***

**Reimbursement**

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

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

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

**Conditions for Coverage**

- a) We will only pay for a claim in respect of either Trip Curtailment or Trip Interruption for the same event, but not both;
- b) Any expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure.

In the event of burglary or major damage leading to Your trip cancellation and curtailment, You must provide Us with satisfactory proof of burglary or major damage.

**Covered Reasons**

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

**Excess**

Each and every claim shall be subject to an excess of B\$100.00

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

- a) Any expenses incurred as a result of any conditions or circumstances, such as travel restrictions, that were known to You at the time of the trip was booked or were known to exist, which could have been expected to cause the cancellation, curtailment or interruption of Your Covered Trip;
- b) Any lack of or unreasonable care taken care by You with respect to:
  - i. Travelling to the airport or station;
  - ii. Route to the airport or station; or
  - iii. Departure time.
- c) Your travel to a country, specific area, or event when Brunei Darussalam Government or regulatory authority in a country to or from which You are travelling has advised against travelling.

**SECTION 8 – TRIP DELAY*****What You are covered for:*****Cash Benefit**

In the event of trip delay, You will be provided a cash benefit up to the amount specified on the Schedule in excess of six (6) hours of delay from the actual time of departure of the conveyance on which You were booked to travel, as specified in the booking confirmation, subject to the maximum limit in Your Schedule.

**Covered Reasons**

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

- Conditions for Coverage**
- a) You must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for the delay for any claims under this section.
  - b) Claims under this Section shall be calculated from the actual time of departure of the conveyance on which You were booked to travel, as specified in the booking confirmation.

***What You are not covered for:***

- This section does not cover**
- a) Strike or industrial action or air traffic control delay existing or publicly declared by the date these benefits became effective or when You booked Your trip (whichever is the earliest); or
  - b) The withdrawal from service (temporary or otherwise) of public transport on the orders or recommendation of the regulatory authority in any country. You should refer any claim in this case to the transport operator involved.

## **SECTION 9 – MISSED FLIGHT CONNECTION ABROAD**

***What You are covered for:***

**Cash Benefit** In the event of that You face a Travel Misconnection, You will be provided a cash benefit up to the amount specified on the Schedule per delay in excess of four (4) hours of delay, subject to the maximum limit in your Schedule.

**Reimbursement** We will reimburse You should You require a replacement of Your flight ticket or a new flight ticket up to the amount specified on the Schedule.

**Conditions for Coverage** We will only be able to cover You for:

- a) Tickets booked and paid at least twenty-four (24) hours before departure; and
- b) Departure or arrival delay on the same booking under one (1) carrier.

In the event that You missed Your pre-booked flight connection, You must obtain a written statement from the carrier or their agent to confirm the travel misconnection.

***What You are not covered for:***

- This section does not cover**
- a) Any circumstances leading to the relevant delay of the connecting flight during Your trip which is existing, expected to, or announced before Your trip was booked;
  - b) Any loss arising from Your late arrival at the connecting airport or port (i.e., arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the public common carrier);
  - c) Any loss in relation to alternations to schedules that is not verified by the airline, travel agency or other relevant organizations;
  - d) Any delay that is caused by the coach, train, ship or aircraft being ordered by a port authority or the civil aviation authority or similar organization to stop Your trip;
  - e) Where You decline an alternative service to be provided by the public common carrier;
  - f) Any loss not substantiated by written confirmation from the public common carrier on the reason for such delay along with the relevant receipts; or
  - g) Where the connecting flight waiting time in the connecting airport is less than four (4) hours.

## SECTION 10 – COMPASSIONATE VISIT

### *What You are covered for:*

- Indemnification** We will cover You, up to the amount shown in Your Schedule, in the event that You are travelling alone and admitted to hospital for more than seven (7) days as a result of an accidental injury or sudden illness covered in this Takaful Certificate.
- Covered Compassionate Visit** We will reimburse You for the reasonable cost of standard accommodation expenses for the Compassionate Visit and the Assistance Company will pay for the outbound and return journey of one (1) designated Immediate Family Member at Your own choice, from Brunei Darussalam to the place of Your hospitalization up to the amount shown in Your Schedule.

## SECTION 11 – ESCORT OF MINOR CHILD

### *What You are covered for:*

- Indemnification** The Assistance Company will provide You a suitable person to look after the minor child Covered during the trip to the hospital where You are hospitalized, or to Brunei Darussalam, whenever there is no other person who could take charge of escorting the child in the event where You suffered of an accidental injury or sudden illness and You were accompanying by your minor child of below eighteen (18) years of age, and there are no other persons that could accompany the minor child.

## SECTION 12 – MEDICAL EVACUATION, REPATRIATION AND REPATRIATION OF MORTAL REMAINS

### *What You are covered for:*

- Assistance** The Assistance Company will provide You and will pay You for services in respect of emergency medical evacuation, emergency medical repatriation and repatriation of mortal remains necessitated by accident, illness or your death occurring when You are travelling outside Brunei Darussalam for a period not exceeding ninety (90) consecutive days on any one (1) trip.
- Arrangement and Payment of Emergency Medical Evacuation** The Assistance Company will arrange for the air and surface transportation and communication for moving You when You are suffering a serious medical condition to the nearest hospital where appropriate medical care is available. The Assistance Company shall pay for the medically necessary expenses of such transportation and communication and all usual and customary ancillary charges incurred in such services arranged by the Assistance Company.
- Arrangement and Payment of Emergency Medical Repatriation** The Assistance Company will arrange for Your return to Brunei Darussalam by air and surface transportation following an emergency medical evacuation where You are evacuated to a place outside Brunei Darussalam for in hospital treatment. The Assistance Company shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by The Assistance Company.
- The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which The Assistance Company is aware at the relevant time.

**Arrangement and  
Payment of Emergency  
Mortal Remains**

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

**SECTION 13 – COMPASSIONATE EMERGENCY LEAVE TO THE COUNTRY OF RESIDENCE FOLLOWING DEATH OF A CLOSE FAMILY MEMBER**

*What You are covered for:*

**Indemnification**

We will reimburse You the cost of the travel to Brunei Darussalam when You have to curtail Your journey because of the death of an Immediate Family Member, whenever You are unable to travel by Your own means of transport or the means of transport hired for the trip.

**In the event of death of a  
Close Family Member**

You will furnish the evidence, documents or certificates of the event, which caused the journey to be cut short (death certificate).

**SECTION 14 – HOSPITAL CASH BENEFIT**

*What You are covered for:*

**Cash Benefit**

We will pay You a cash benefit for each complete day for up to twenty (20) consecutive days for Your hospitalization, subject to limits specified on the Schedule.

**Conditions for Coverage**

- a) Such hospitalization shall exceed twenty-four (24) hours in duration and that the medical or surgical condition causing treatment as an in-patient is covered by this Takaful;
- b) Documentation satisfactory to Us is produced in support of any claim under this section, which indicated the date, time duration and place of such hospitalization. A copy of the medical report which states the nature of the illness or disability is also required; and
- c) The cause of such hospitalization is an acute one and does not arise from any pre-existing medical or physical condition.

## SECTION 15 – LOSS OF CREDIT CARD ABROAD

### *What You are covered for:*

**Indemnification** In the event You suffer financial loss as a direct result of the fraudulent use of Your personal credit card(s) following loss arising out of robbery, burglary or theft while You are outside of Brunei Darussalam during the Journey, We will pay for such unauthorized transactions incurring during a maximum of the first twenty-four (24) hours of the loss of the card up to the amount shown in Your Schedule.

**In the event of loss credit card abroad**

- a) You must report the loss to the credit card issuer within six (6) hours of the robbery, burglary or theft. Otherwise, no benefit will be payable under this Section; and
- b) Claim must be accompanied by a report issued by the credit card issuer evidencing the amount of loss provided that reasonable care of their own credit card was taken to keep it safe as well as all reasonable steps to recover credit card that is lost or stolen.

### *What You are not covered for:*

**This section does not cover**

- a) Unattended credit cards;
- b) Credit cards not carried with You and which was not locked in Your personal accommodation or stored in a locked safety deposit box or locked safe;
- c) Credit cards left in a motor vehicle;
- d) Credit cards left in checked-in luggage;
- e) Credit cards left in a tent;
- f) Any loss or damage that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage; or
- g) Losses incurred after twenty-four (24) hours of reporting the credit card lost as the bank must block the card.

## SECTION 16 – LOSS OF PERSONAL MONEY ABROAD

### *What You are covered for:*

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

**In the event of loss of personal money abroad**

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



***What You are not covered for:***

**This section does not cover**

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

**SECTION 17 – LOSS OF PASSPORT, DRIVING LICENSE AND NATIONAL IDENTITY CARD**

***What You are covered for:***

**Indemnification**

We will pay of the expenses incurred for the displacements necessary for obtaining a new passport, driving license, national identity card or equivalent consular document in the event of loss of Your passport, driving license, national identity card while abroad during the Covered Trip. This benefit includes: -

- a) Reasonable travel or accommodation expenses over and above any payment which You would normally have made during Your trip if no loss had been incurred; and
- b) The cost of an emergency passport to enable You to continue Your trip as planned.

***What You are not covered for:***

**This section does not cover**

- a) Any costs that You would have incurred had You not lost Your passport;
- b) If You do not exercise reasonable care for the safety or supervision of Your passport;
- c) If You do not obtain a written police report within twenty-four (24) hours of the loss;
- d) Loss, destruction, or damage arising from confiscation or detention by Customs or other officials or authorities.

**SECTION 18 – LOSS OF TRAVEL DOCUMENTS ABROAD**

***What You are covered for:***

**Indemnification**

In the event of the loss, theft or unintentional destruction of Your travel documents during Your journey, We shall refund You for the cost of reissuance of travel documents up to amount mentioned in the Schedule per person covered or in aggregate for group.

## SECTION 19 – PERSONAL LIABILITY

### *What You are covered for:*

- Indemnification** We will indemnify You, up to the sum specified in Your Schedule, for any money that You are legally obligated to pay, along with any extra costs (with prior consent), relating to an accident during the Period of Takaful that causes:
- a) Death or injury to any person; or
  - b) Loss of or damage to property.
- In the event of any personal liability**
- a) You must immediately notify Us, in writing, giving full details of any incident likely to give rise to a claim;
  - b) You must forward every letter, writ, summons and process to Us immediately upon receipt;
  - c) You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent;
  - d) We shall be entitled upon Our decision, to take over and conduct in Your name, the defense of any claims for indemnity or damages or otherwise against any third party, in which case full cooperation and information must be provided by You; and
  - e) In the event of death of the person covered, Your legal representative will have the protection under this benefit provided Your legal representative complies with the terms and conditions outlined.

## SECTION 20 – LEGAL ASSISTANCE

### *What You are covered for:*

- Indemnification** We will reimburse You the expenses incurred on judicial actions to obtain pecuniary repair of physical damage suffered resulting from an accident involving the liability of a third-party subject to maximum limit specified in Your Schedule.
- In the event where You require legal assistance** You will refrain from taking legal proceedings without prior approval from Us, failing which will cause You to lose the benefit of this Cover. However, if the claim warrants urgent measures to safeguard of Your position, then You may resort to The Assistance Company provided that they are notified within forty-eight (48) hours.

## SECTION 21 – IN THE EVENT OF HIJACK / KIDNAP

### *What You are covered for:*

- Indemnification** We will reimburse You for each twenty-four (24) hours You are incarcerated up to a maximum limit specified in Your Schedule in the event that You are prevented from reaching Your scheduled destination through hijack of the aircraft or other vehicle in which You are travelling for and in excess of six (6) hours.
- In the event where You are a victim of Hijack or Kidnap** We will not pay for any claim where You have not obtained a written statement from an appropriate authority confirming the hijack or kidnap and the duration of it.

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

## **SECTION 22 – OVERSEAS OVERBOOKED**

### ***What You are covered for:***

**Indemnification** We will reimburse You up to the maximum limit of the amount shown for this Section the expenses incurred by You for reasonable hotel accommodation, meals or refreshment if it is not provided or compensated by the airline or any third party in the event You fail to board the scheduled public conveyance while overseas arising from overbooking in which a confirmed reservation had been received from the travel agent or operator(s) of that scheduled public conveyance.

**Conditions for Coverage** The failure to board the scheduled public conveyance due to the overbooking must be confirmed in writing by the operator(s) of the scheduled public conveyance, or their handling agent(s).

## **SECTION 23 – MISSED EVENT**

### ***What You are covered for:***

**Indemnification** We will reimburse You the irrecoverable portion up to the maximum amount specified in Your Schedule, subject to any excess, for the event ticket cost paid in advance by You, in the event that You are unable to attend the overseas sports event or tour package before the commencement date of Your trip as a result of:

- a) Accidental death, injury or illness of the Person Covered, a close relative, a close business partner, travel companion, or someone with whom You have arranged to reside temporarily;
- b) Witness summons, jury service or compulsory quarantine of You or travel companion; or
- c) Mechanical and electrical breakdown or delay of the public common carrier occurred at the time of scheduled departure before the scheduled start time of the aforesaid event.

### ***What You are not covered for:***

**This section does not cover**

- a) You in any way partaking in the booked event as an organizer;
- b) If the purpose of Your trip is to obtain medical treatment or Your trip is undertaken against the medical practitioner's recommendation;
- c) Any loss due to any medical condition or other circumstances known to have existed or announced before the Takaful period;
- d) Any loss which will be paid or refunded by any existing Takaful scheme, government program, public common carrier, travel agent or any other provider or organizer of the event;
- e) Event cost incurred or provided by another party for which You are not liable to pay and expenses already included in the cost of Your scheduled trip;
- f) Any loss if You refuse to continue Your trip whilst Your physical condition at the time of recommendation is fit for travel;
- g) Your unwillingness to travel;

- h) Your pregnancy, the pregnancy of Your close relative, close business partner, travel companion unless the expected date of birth is more than twelve (12) weeks after the intended return from Your trip;
- i) Failure to obtain the required passport, visa or necessary travel documentation;
- j) Any loss not substantiated by a written medical report from the medical practitioner;
- k) Any loss not substantiated by written confirmation from the public common carrier;
- l) Any loss not substantiated by written confirmation from a suitable authority confirming the need to cancel Your trip due to being summoned as a witness in a court of law;
- m) Any music or entertainment events; or
- n) Any non-shariah compliant activities or events.

## **SECTION 24 – TERRORISM**

### *What You are covered for:*

<b>Indemnification</b>	The cover provided by this Takaful Certificate extends to include injury loss or damage to Person Covered as an innocent bystander by acts of terrorism.
<b>Limitation</b>	This section does not include nuclear, chemical and biological terrorism.

## **SECTION 25 – 24 HOURS EMERGENCY MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE**

### *What You are covered for:*

<b>Indemnification</b>	A twenty-four (24) hour Emergency Telephone is operated for the benefit of the Person Covered so that in the event of an emergency medical problem covered by this Takaful, help and advice will be given by the Assistance Company and if necessary, Emergency Medical Evacuation and Repatriation will be provided.
<b>Scope of services</b>	<p><b>International Medical Assistance</b> The Services provided hereunder are rendered on a worldwide basis.</p> <ul style="list-style-type: none"> <li>i. <b>Telephone Medical Advice</b> The Assistance Company will arrange for the provision of medical advice to You over the telephone.</li> <li>ii. <b>Medical Service Provider Referral</b> 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.</li> </ul>

**iii. Arrangement of Hospital Admission**

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

**iv. Guarantee of Medical Expenses Incurred during Hospitalization & Monitoring of Medical Condition During and After Hospitalization**

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

In the event the Assistance Company has guaranteed 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.

**v. Arrangement and Payment of Emergency Medical Evacuation**

The Assistance Company will arrange and pay for the air and 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.

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

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

The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

**i. Arrangement and Payment of Transportation of Mortal Remains**

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

**ii. Arrangement and Payment of Compassionate Visit**

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

**iii. Arrangement and Payment of Return of Minor Children**

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

**iv. 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 hospitalization. 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 Your responsibility.

**Travel Assistance**

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

**i. Inoculation and Visa Requirement Information**

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

**ii. Interpreter Referral**

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

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

**iii. Lost document advice & assistance**

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

**iv. Legal Referral**

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

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

**v. Emergency Translation Assistance**

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

**vi. Emergency Message Transmission**

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

**vii. Arrange Transportation and Accommodation for Accompanying Family Members**

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

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

# GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

- a) Any expenses incurred in any event occurring when You are in Brunei Darussalam;
- b) Any communicable disease, pandemics or epidemics;
- c) Any costs or expenses not expressly covered by the Assistance Company's program and not approved in advance and in writing by the Assistance Company and not arranged by the Assistance Company. This exception shall not apply to emergency medical evacuation from remote or primitive areas when the Assistance Company cannot be contacted in advance and delay might reasonably be expected in loss of life or harm;
- d) Any expenses incurred as a result of bad faith, participation in criminal acts, or as a result of fraudulent, seriously negligent or reckless actions including actions in a state of derangement or under psychiatric treatment costs for which are themselves excluded;
- e) Any expenses incurred as a result of extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
- f) Any expenses incurred as a result of events or actions of the armed forces or security forces in peacetime;
- g) Any expenses incurred as a result of wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type;
- h) Any expenses incurred as a result of engagement in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
- i) Any expenses, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an act of terrorism or war, unless otherwise endorsed;
- j) Any expenses incurred as a direct result of nuclear reaction or radiation;
- k) Any expenses incurred as a result of taking part in bets, challenges or brawls, save in the case of legitimate defense or necessity;
- l) Any expenses incurred as a result of participation in competitions, sports, and preparatory or training tests;
- m) Any expenses related to accident or injury occurring due to engagement in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep-sea diving, utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- n) Any expenses incurred as a result of participation in competitions or tournaments organised by sporting federations or similar organizations;
- o) Any expenses incurred as a result of participation in hazardous winter and summer sports such as skiing or similar sports;
- p) Any expenses incurred as a result of the use, as a passenger or crew, of means of air navigation not authorised for the public transport of travelers, as well as helicopters and any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;



- q) Any expenses incurred as a result of accidents deemed legally to be work or labour accidents, as a consequence of a risk inherent to the work performed;
- r) Any expenses incurred as a result of illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the Takaful Certificate (with the exception of Serious Medical Emergencies);
- s) Any expenses incurred as a result of illness or injuries resulting from refusal or delay, on Your part or persons responsible for You, in the transfer proposed by the Assistance Company and agreed by the Assistance Company's Medical Service;
- t) Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases;
- u) Any expenses incurred as a result of traveling outside Brunei Darussalam contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or a Pre-Existing Condition;
- v) Any treatment or expenses related to childbirth, miscarriage or pregnancy;
- w) Any expenses incurred for emotional, mental or psychiatric illness;
- x) Any expenses incurred as a result of any Pre-Existing Conditions (with the exception of Serious Medical Emergencies);
- y) Any expenses incurred as a result of illness or injuries existing prior to the claim, unless expressly included in the Schedule and subject to payment of the relevant surcharge Takaful Contribution;
- z) Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
- aa) Any expenses incurred as a result of cardiac or cardio vascular or vascular or cerebral vascular illness or conditions or after-effects thereof or complications that, in the opinion of a medical practitioner appointed by the Assistance Company, can reasonably be related thereto, if You have received medical advice or treatment (including medication) for hypertension two (2) years prior to the commencement of the Covered Trip;
- aa) Any expenses for medical evacuation or repatriation if You are not suffering from a serious medical condition, or in the opinion of the Assistance Company's physician, can be adequately treated locally, or treatment can be reasonably delayed until the return to Brunei Darussalam;
- bb) Any expenses for medical evacuation or repatriation where You, in the opinion of the Assistance Company's physician, can travel as an ordinary passenger without a medical escort;
- cc) Any expenses for more than one (1) emergency evacuation or repatriation for any single one (1) of Your medical conditions during the Period of Takaful, subject to a maximum of one (1) year;
- dd) Any expenses incurred as a result of travelling to seek medical treatment or waiting for an operation, post operation check-up or any other hospital treatment, or any medical investigations, tests or test results;
- ee) Any expenses incurred as a result of travelling to seek immigration or political asylum;
- ff) Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location;
- gg) Any loss or circumstances covered by any other takaful scheme, government program or which will be paid or refunded by travel agency, tour operator, public common carrier or other provider.

# CLAIMS PROCEDURE

Notice of any claim must be given to Us within fourteen (14) calendar days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to Us of death, illness, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.

All claims must be submitted with comprehensive supporting information including:

**i. Accidental Death and Permanent Disablement**

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

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

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

**ii. Medical Expenses**

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

**a. Reimbursement**

For claims on a reimbursement basis, a duly completed Claim Form with Physician Report (stamped by the treating Physician) must be submitted to Us with original supporting medical documents (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) calendar days after the date of treatment or date of discharge from the hospital. We reserve the right to reject the claim if this condition is not complied with.

In cases of an Accident or a medical emergency, a duly completed Claim Form with Physician Report (stamped by the treating Physician) should be submitted to Us with original supporting medical document (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) calendar days after the date of treatment or date of discharge from the hospital.

**b. Notification**

Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation must be given to the Assistance Company and its approval obtained prior to transportation. Observance of these Notification of Claim conditions, together with the Claims and Emergency Assistance Procedures attached to and forming part of the Takaful Certificate, shall be conditions precedent to Our liability under the Takaful Certificate.

**c. Payment Guarantees**

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

Covered outpatient services are not subject to payment guarantees or direct settlement and must be paid by You and reimbursement with Excess can be claimed under the Takaful Certificate.

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

**d. Proof of Claim**

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

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

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline / carrier and 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-four (24) hours of the occurrence.

**iv. Trip cancellation and Trip Curtailment, Trip Interruption, Trip Delayed, Missed Flight Connection Abroad and Hospital Cash Benefit**

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

**v. Loss of Credit Card Abroad, Loss of Passport, Driving License, National Identity Card and Travel Documents**

Report issued by the credit card issuer, police report and receipts for all cost incurred.

**vi. Personal Liability**

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

**vii. Strikes and Hijack**

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

**viii. Examinations**

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

**ix. Claims Payment**

All payable medical expenses incurred will be reimbursed in Brunei Dollars (BND). Where the invoice or receipts are issued in foreign currency, payment will be made at the exchange rate prevailing published bank rates at time of transaction as approved by Brunei Darussalam Central Banks or local financial institutions.

**x. Rateable Proportion**

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

**xi. Limitation**

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

**xii. Fraudulent Claims**

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

# **TAKAFUL PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS**

## **TABARRU'**

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

## **WAKALAH**

You hereby appoint Us as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune, subject always to the terms and conditions stated in this Takaful Certificate and the Schedule. To this end, You agree to give 35% of the Takaful contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us as performance fee for continuously ensuring the Takaful fund are managed in a responsible and sustainable manner at a percentage as approved by Our Shariah Advisory Body which it does not exceed the percentage of distributable surplus to all the participants.

## **DISTRIBUTION OF UNDERWRITING SURPLUS**

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

## **PRIVACY AND DATA HANDLING**

We are committed to protecting your privacy and handling your personal data in accordance with applicable laws and regulations. By obtaining and using this Takaful Certificate, you acknowledge and agree to our Privacy Policy, which outlines how we collect, use, disclose, and safeguard your personal information. Please review our Privacy Policy to understand how your data is managed and the measures we take to ensure your privacy is respected.

# GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to Your Takaful Certificate:

## 1. Participation and Takaful Certification Commencement

Coverage under this Takaful Certificate is contingent upon participation in the takaful before the commencement of Your trip before the initial departure from Brunei Darussalam. Any Takaful Certificate participated in after the initial departure has occurred will be deemed null and void, and no claims will be honored under such circumstances.

## 2. Cancellation of Takaful Certificate

You may cancel the Takaful Certificate by giving fourteen (14) days' written notice to Us provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful fund the Takaful Contribution You have paid on a pro-rata basis, in proportion to the duration this Takaful Certificate was in force, whether you have. The balance of the Takaful Contribution will be refunded to You after deduction of the Wakalah fee and service charge for the cancellation. Cancellation will take effect from the date the notice of cancellation is received by Us. Failure to cancel the Takaful Certificate by the end of the declared Covered Trip period shall result in the forfeiture of any rights to a refund irrespective of whether You have embarked on the Covered Trip or not.

We may cancel Takaful Certificate by giving fourteen (14) days' written notice by registered post to You at Your last known address. If You are entitled to a refund this will be given to You.

## 3. Legal Proceedings

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

## 4. Dispute Resolution

The Parties shall make every effort to amicably resolve by direct informal negotiation any dispute between them pursuant to or in connection with this Certificate. If the Parties are unable to amicably resolve any dispute within thirty (30) working days from the date such dispute arose, either Party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the Arbitration Order, 2009. The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

## 5. Governing Law

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