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# STUDENTCARE TAKAFUL PRODUCT WORDING

**\*IMPORTANT:** If you participated your TBA StudentCare Takaful before 23<sup>rd</sup> May 2024 please click [here](#) to view the Product Wording

This **TAKAFUL CONTRACT** is an agreement between **TAKAFUL BRUNEI AM SDN BHD** and **YOU**.

You have applied for this Contract with an Application for StudentCare Takaful form and by signing a declaration therein. In return for the Contribution, We will cover You against loss arising during the Period of Takaful.

## Conditions Precedent to Our Liability under this Contract

The due observance and fulfillment of the terms of this Contract 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 Application for StudentCare Takaful form shall be conditions precedent to any of Our liability to make any payment of benefit under this Contract.

## Time of Payment of Contribution

The Contribution must be paid to Us or to Our authorized agent(s) at the time of issue of the Cover Note, Contract, 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 Contribution and the Contribution is not paid to Us within that grace period, the Contract, if it has come into effect, will be automatically cancelled and We are entitled to claim pro-rata Contribution from You for the Period of Takaful We were on risk.

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## 24-HOUR EMERGENCY ASSISTANCE

### TBA INTERNATIONAL ASSISTANCE

For overseas travel and medical emergencies, please contact:

**HOTLINE: +65 63404000**  
**WHATSAPP: +1 220 222 2115**  
(Available 24/7)

In all communications with the TBA Worldwide Travel Assistance, please let them know Your:

- Name
- Takaful Certificate Number

**Note:** For Contracts commenced before 15<sup>th</sup> April 2024, please contact **+65 63396676**.

# MEANING OF WORDS

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

<b>Chronic</b>	The condition which, with current medical knowledge, treatment can alleviate but not cure.
<b>Contribution</b>	The sum(s) specified as Contribution in Your Schedule.
<b>Co-Takaful</b>	The proportion of covered medical expenses claims which the person covered must pay.
<b>COVID-19</b>	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 Contract is in force.
<b>Disability</b>	The disabilities arising from the same cause including any and all complications therefrom, except that after thirty (30) days following the latest treatment from hospital any subsequent disability, meaning a recurrence or relapse from the same cause shall be considered a new disability.
<b>Endorsement</b>	All alterations or amendments to the wording or cover of Your Contract 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).
<b>Excess</b>	The amount that You must pay towards a claim and is specified in Your Schedule.
<b>Hospital</b>	Any lawfully operating institution operated by the local Ministry of Health, 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 home for the aged or similar establishment.
<b>Illness</b>	Sickness or disease contracted or commencing after thirty (30) days following the effective date or date of Endorsement, whichever is later.
<b>Immediate Family Member</b>	Your spouse, children, parents, grandparents, or siblings.
<b>Injury</b>	Bodily injury affected directly and independently of all other causes by accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.
<b>Medical Expenses</b>	Any reasonable and customary physician' fee, ambulance services, hospitalization fees, medical supplies and medications, all of which only claimable once the participant contracted the illness or sustained the injury.
<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 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>Physician</b>	A qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his/ her licensing and training. The attending physician shall not be the participant or participant's business partner, employer, employee, agent, or person who is related to the person covered in any way.
<b>Pre-Existing Conditions</b>	Any injury, illness, condition or symptom: <ul style="list-style-type: none"> <li>a) For which treatment or medication or advice or diagnosis has been sought or received or was foreseeable before Your participation in the Contract; or</li> <li>b) Which originated or was known to exist by You (or anyone covered under the certificate) before Your participation in the Contract whether treatment or medication or advice or diagnosis was sought or received.</li> </ul>
<b>Quarantine Order</b>	Means a medically necessary and compulsory isolation order: - <ul style="list-style-type: none"> <li>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;</li> <li>b) Ordered by a government authority vested with the power to issue such an order; and</li> <li>c) Where non-compliance of the order would result in civil or criminal penalties.</li> </ul>
<b>Reasonable and Customary Charges</b>	Charges for medical care which shall be considered by Us or Our medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Brunei Darussalam where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Any scales of charges which may be agreed from time to time between Takaful Brunei Am Sdn Bhd, hospitals and physicians shall also be indicative of such reasonable and customary charges.
<b>Schedule</b>	The schedule shows Your personal details, details of Your cover, Endorsement(s), and Contribution. The Schedule is issued to You with Your Contract.
<b>Security Event</b>	Any situation jeopardizing the safety of the participant, which includes civil unrest, natural disasters, and political instability.
<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>Contract</b>	The entire Contract comprising of the basic contract, the application form, product wording, personal statements and any declarations made by the participant and all supplementary contracts and endorsements incorporated in the schedule or endorsed thereon and all written amendments made by Us.

<b>TBA International Assistance</b>	TBA International Assistance provides 24-hour medical and travel assistance, and other related emergency services Worldwide for this Contract.
<b>Third Party</b>	A person or persons who make(s) a claim or claims against You under this Contract.
<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 to Your departure point.
<b>Waiting Period</b>	The period of thirty (30) days from commencement date of the Contract / Endorsement. No benefit due to Illness occurring during this period will be payable. Any renewal done after thirty (30) days of expiry will be subject to a fresh Waiting Period.

# YOUR STUDENTCARE TAKAFUL COVER

## SECTION 1 – HEALTH CARE

### *What You are covered for:*

In connection to the treatment of Your accidental bodily injury or illness, You are covered for the benefits stated below:

- A. Hospital Room and Board** We will cover You for hospital accommodation, meal charges, nursing care and intensive unit care charges.
- B. Hospital Miscellaneous Expenses** We will cover You for cover all medically necessary treatment and services provided by or on the order of a physician to the person covered when admitted as a registered in-patient.
- C. In-Hospital Doctor Visits** We will cover You for the regular and customary charges for visits made by a physician in the hospital.
- D. Surgical Benefits & Day Care Surgery** For Your surgical benefit, We will cover You for surgeon fees, surgeon in-hospital visits, operating theatre charges, attending doctor's fees, anesthesia charges and anesthetist's fees.
- For Your day care surgery benefit, We will cover for You all medically necessary surgical procedures and related treatment provided by or on the order of a physician that does not require overnight stay in a hospital.
- E. Pre-Hospital Diagnostic Services** We will cover You for the regular and customary charges for laboratory, x-ray or other medically necessary diagnostic procedures ordered by a physician within thirty (30) days prior to Your admittance as a registered in-patient to a hospital for the treatment of the relevant medical condition diagnosed, including consultation fees and medication prescribed.
- F. Post-Hospital Follow-Up Treatment** We will cover You for medically necessary follow-up treatment ordered by a Physician to be rendered for up to thirty (30) days of Your discharge from Hospital for the treatment of the relevant medical condition.
- G. Ambulance Fees** We will cover You for all medically necessary land transportation to the hospital.
- H. Elective Treatment** We will cover You for elective treatments in Brunei Darussalam.
- If You are seeking elective treatment overseas for chronic medical conditions, We will cover You for reasonable and customary charges for the elective treatments, subject to a twenty percent (20%) co-takaful of all the total medical costs. We will not cover any costs of transportation to the place of treatment or accommodation other than as an inpatient and We will not cover any treatments in USA, Canada or sanctioned countries.

<b>I. Outpatient Treatment</b>	We will cover You for primary consultation and treatment, including fees for doctors, general medical practitioners, prescribed medicines and drugs, diagnostic procedures, pathology, radiography, radiology, radiotherapy, chemotherapy, and physiotherapy, chiropractors, osteopaths, homeopaths, acupuncturists when referred by a physician.
<b>J. Compassionate Benefit</b>	We will cover You Your final care arrangements in the event of Your demise. This benefit is applicable if the final care is performed in Brunei Darussalam.
<b>K. Compassionate Emergency Leave</b>	We will cover You for the cost of one (1) economy class return flight ticket from Your place of study to Brunei Darussalam in the event that an Immediate Family Member's serious illness or death necessitating Your return to Brunei Darussalam. You are eligible for this cover if You Immediate Family Member suffering serious illness or death is 75 years old and below.
<b>L. Repatriation from Brunei Darussalam</b>	We will cover You for all expenses reasonable and unavoidably incurred in the air and surface transportation from Brunei Darussalam to Your home country in the event of an accident or illness resulting in death or hospitalization that subsequently renders You unfit to attend to Your studies as certified by the attending physician.
<b>M. Emergency Overseas Medical Evacuation, Emergency Medical Repatriation and Repatriation of Overseas Mortal Remains to Brunei Darussalam</b>	<p>We will cover You for expenses for Your 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.</p> <p><b>Assistance for Emergency Medical Evacuation</b> We will arrange for the air and surface transportation, as well as communication for relocating You to the nearest hospital where appropriate medical care is available. We will cover for the medically necessary expenses of such transportation and communication and all usual and customary ancillary charges incurred in such services.</p> <p><b>Assistance for Emergency Medical Repatriation</b> We 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. We will cover You for the expenses necessarily and unavoidably incurred in the services.</p> <p>We reserve 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 We were aware at the relevant time.</p> <p><b>Assistance for Emergency Mortal Remains</b> We will arrange for transporting of Your mortal remains from the place of death to Brunei Darussalam and cover You for all expenses reasonably and unavoidably incurred in the air and surface transportation arranged or approved by Us or alternatively, cover the cost of burial at the place of death, subject to any governmental regulations.</p>
<b>Additional Cover – COVID-19</b>	In consideration of additional contribution, We will cover Your medical expenses that is caused by COVID-19.



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

**This section does not cover**

This Contract does not cover the following:

- a) Routine check-ups, vision and hearing aids, diagnostic procedures for vision or hearing aids, circumcision, fertility treatments, alternative medicine, cosmetic treatment or surgeries, or any non-emergency medical care.
- b) Any tax levied on any medical treatments or any costs arising out of any dispute or litigation with the medical provider providing treatment.
- c) All kinds of cancer, genetic conditions, Alzheimer's, Dementia, Parkinson's Disease, autoimmune diseases, regular or long-term kidney dialysis in chronic or end-stage kidney failure.
- d) Pre-existing conditions known to You before the commencement of Your Contract.
- e) Any condition that becomes chronic (acute phases of that condition will be covered).
- f) Dental treatments or oral surgery (unless caused by an accident).
- g) Cornea, muscular, skeletal, human organ, or tissue transplant.
- h) Experimental or pioneering or advanced medical and surgical techniques.
- i) Non-medical personal services (including but not limited to telephone, television, and newspapers), hotel or non-hospital accommodation costs, convalescent care, hospice care, rehabilitation, rest cures and services or treatment in nursing home or home for the aged or similar treatment, spa, hydro-clinic, sanatorium or long-term care facility that is not a hospital.

**COVID-19 Exclusions**

- a) Any expenses not directly related to medical treatment are excluded, including, but not limited to, accommodation, travel expenses, and COVID-19 swab-tests.
- b) Any expenses related to any Quarantine Order issued by the relevant authorities or any government of a country, which does not require hospitalization.
- c) Any expenses relating to specialist treatment, which are not prescribed or referred by a doctor in general practice.

## SECTION 2 – TRAVEL BENEFIT

### *What You are covered for:*

#### **A. Personal Liability**

We will cover You against legal liability to a third-party, including third-party costs and expenses, arising from an event occurring during the trip from Brunei Darussalam to country of study and vice versa as a result of: -

- i. Accidental injury to another person.
- ii. Accidental loss or damage another person's property.

You must not admit liability or enter into any settlement without prior notice to and obtaining written consent from Us.

We will not cover:

Any judgments which are not in the first instance delivered by or obtained from Courts of Brunei Darussalam.

#### **B. Baggage Lost / Damaged**

We will cover You for loss or damage to Your baggage or personal property occurring during the trip from Brunei Darussalam to country of study and vice versa. For baggage or personal property damage, We will provide replacement or repair.

We will only cover loss or damage from theft, burglary, willful damage by a third-party and mishandling, accidents, and mishandling by the carrier.

You must observe ordinary and proper care for the safety of the covered property, including examination of the baggage when You receive them from the carrier.

In cases of theft, burglary, and willful damage by a third-party, You must report to the police within twenty-four (24) hours of the occurrence and obtain a certified copy of the official police report.

In cases of accident and mishandling by the carriers, You must report to the carriers or responsible authority within twenty-four (24) hours of the occurrence and obtain an official baggage irregularity report.

#### **Excess**

Each and every claim is subject to an excess of B\$30.00.

We will not cover:

- i. Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
- ii. 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.
- iii. Unaccompanied baggage or baggage left behind or losses arising from personal negligence, or unexplainable disappearance.
- iv. 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.
- v. Sports equipment whilst in use.
- vi. 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.

- vii. Loss, breaking damage to eyeglasses, eye lens, dentures and other refraction aids, or to hearing aids.

**C. Trip Cancellation**

We will cover You against losses of trip or airfare deposits or payments for travel arrangements which are irrecoverable from the tour operator or airline concerned provided that such losses arise from witness summons, jury service, government restrictions or compulsory quarantine.

We will only cover cancellation from the date of participation of this takaful until the confirmed first departure or until the final date of the scheduled itinerary as stipulated before departure whichever shall occur the later.

**C. Trip Curtailment**

We will cover You against loss of the unused portion of pre-paid transport or accommodation charges included in the trip from Brunei Darussalam to place of study and vice versa in the event of necessary and unavoidable curtailment of the trip.

We will only cover You under this benefit if the curtailment is due to:

- i. Your bodily injury or sickness.
- ii. Hijack of the aircraft or conveyance.

**D. Security Evacuation**

We will provide advice and facilitate Your transportation to a safer location in the event of a Security Event.

We will not cover any failure to follow security recommendations provided by Us or TBA International Assistance.

### SECTION 3 – ACCIDENTAL DEATH AND PERMANENT DISABILITY

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

We will pay a benefit in the event that You sustain bodily injury caused by violent, accidental, external and visible means causes Your death or permanent disability.

We will only cover death and permanent disability that occurs within twelve (12) months of the bodily injury, whichever comes first.

You are only eligible for this benefit until the age of sixty (60) years old.

Your cover is subject to the 'Table of Benefits' below.

## SECTION 4 – DEATH AND PERMANENT DISABILITY

### *What You are covered for:*

We will provide a benefit in the event of Your death or permanent disability resulting directly from natural causes, which includes diseases, illnesses, or medical conditions that arise without any external accidental influence.

We will only cover death and permanent disability that is diagnosed within twelve (12) months of the onset of the natural cause, whichever comes first.

You are only eligible for this benefit until the age of sixty (60) years old.

Your cover is subject to the 'Table of Benefits' below.

**TABLE OF BENEFITS APPLICABLE FOR SECTION 3 AND SECTION 4**

No.	Description of Injury	Percentage (%) of Compensation
1.	Loss of All Sight of Both Eyes	100
2.	Loss of All Sight of One Eye	50
3.	Loss of All Hearing of Both Ears	100
4.	Loss of All Hearing on One Ear	50
5.	Loss of Speech	50
6.	Loss of Arm at Shoulder	50
7.	Loss of Hand Below Wrist	50
8.	Loss of Leg at the Hip	50
9.	Loss of Leg Below Knee	50
10.	Loss of Four Fingers and Thumb of One Hand	50
11.	Loss of Four Fingers of One Hand	40
12.	Loss of Whole Thumb	25
13.	Loss of One Phalanx of Thumb	10
14.	Loss of Three Phalanges of Index Finger	10
15.	Loss of Two Phalanges of Index Finger	8
16.	Loss of One Phalanx of Index Finger	2
17.	Loss of Three Phalanges of Middle Finger	6
18.	Loss of Two Phalanges of Middle Finger	4
19.	Loss of One Phalanx of Middle Finger	2
20.	Loss of Three Phalanges of Ring Finger	5
21.	Loss of Two Phalanges of Ring Finger	4
22.	Loss of One Phalanx of Ring Finger	2
23.	Loss of Three Phalanges of Little Finger	4
24.	Loss of Two Phalanges of Little Finger	3
25.	Loss of One Phalanx of Little Finger	2
26.	Loss of First or Second (additional) Metacarpals	3
27.	Loss of Third, Fourth or Fifth (additional) Metacarpals	2
28.	Loss of All Toes of One Foot	15
29.	Loss of Both Phalanges of Great Toe	5
30.	Loss of One Phalanx of Great Toe	2
31.	Loss of Each Toe Other than Great Toe	1

Loss shall mean with regard to arms and legs, loss of function, with regard to eyes, total and irrevocable loss of sight. Permanent total loss of use of member shall be treated as loss of member.

Where any partial permanent disablement is not specified above other than loss of sense of taste or smell, We will adopt a percentage of disablement which in Our opinion are not inconsistent with the provision of the above table.

The aggregate of all percentage payable in respect of any one accident and any period of takaful shall not exceed 100% of the capital Sum Covered.

If You are eligible under both Section 3 and Section 4, the takaful benefit payable will be under one section only, whichever is bigger in amount.

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

## TBA INTERNATIONAL ASSISTANCE

### *What You are covered for:*

**Global Medical & Travel Assistance** You have access to 24/7 medical and travel assistance services provided by TBA International Assistance.

### **TBA International Assistance Scope of Services**

#### **Medical Assistance Benefits**

You may request for the following services:

1. **Phone Medical Advice:** To obtain medical advice via phone for remote diagnosis.
2. **Medical Service Provider Referral:** To request for the list of accredited medical facilities for You to choose from, based on Your medical needs and location.
3. **Outpatient Visit/Care:** To schedule an appointment for outpatient care and to request a review the medical treatment plan.
4. **Inpatient Hospital Admission:** To obtain assistance in arranging for admission to an appropriate medical facility, including Guarantee of Payment (GOP) and review of Your medical treatment plan.
5. **Prescription Medication Replacement Assistance:** To obtain assistance for issuance of Your prescription if Your prescription medication is not acceptable in the country You traveled to.
6. **Dispatch of Medication and Medical Supplies:** To obtain assistance in arranging for the delivery of essential medications to Your location, such as a hotel, if You are unable to pick them up from a pharmacy.
7. **Arrangement of Compassionate Visit:** To obtain assistance if You are hospitalized overseas alone and requires someone to be with You. A round trip ticket for a nominated relative to fly to Your location.
8. **Arrangement of Return of Minor Children:** To obtain assistance for arranging Your minor child's safe return home if You travelled with them and are unable to care for them due to a medical emergency.
9. **Convalescence Expenses:** To obtain assistance for arranging additional hotel accommodation expenses in the event of requiring emergency medical evacuation, emergency medical repatriation or hospitalization.
10. **Medical Evacuation & Repatriation:** To obtain assistance in medical evacuation or repatriation and coordination of the transport and medical care required.
11. **Repatriation of Mortal Remains and Final Care Assistance:** To obtain assistance for repatriation of Your mortal remains in the unfortunate event of Your death while traveling or for arrangements of Your final care in the country of Your passing.

#### **Travel Assistance Benefits**

You may request for the following services:

1. **Pre-Trip Information Services:** To obtain advice and referrals before Your trip.
2. **Embassy Referral:** To obtain assistance for a referral to an embassy.
3. **Lost Luggage Assistance:** To obtain assistance for lost luggage assistance.
4. **Lost Passport Assistance:** To obtain assistance for lost passport assistance.
5. **Weather and Exchange Rate Information Assistance:** You may request for weather and exchange rate information.
6. **Emergency Message Transmission Assistance:** To obtain assistance for emergency messages.
7. **Interpreter Referral (Language Assistance):** To obtain assistance for interpreters for language assistance.
8. **Inoculation (Vaccination) Information:** To obtain assistance for information regarding inoculations or vaccinations.

9. **Lost Credit Card Reporting Assistance:** To obtain assistance in reporting lost credit cards.
10. **Emergency Airline and Hotel Reservation:** To obtain assistance for arranging emergency airline and hotel reservations for participants.
11. **Legal Referral:** To obtain assistance for referral to legal services only.
12. **Airport Tax Information:** To obtain assistance for information regarding airport taxes to participants.
13. **Flight Delay Assistance:** To obtain assistance for information on nearest airport lounge, hotel accommodation and ground transportation.
14. **Currency Exchange Information:** To obtain assistance for currency exchange information.
15. **Emergency Message Transmission:** To obtain assistance for transmitting emergency messages.

#### **Security Assistance Benefits**

You may request for assistance for arrangement of secure security evacuation services and facilitation of prompt transportation to a safer location in the event of a security event.



## GENERAL EXCLUSIONS

Your Contract does not cover any of the following:

1. Pre-existing medical or physical conditions or other circumstances known to You before Your participation in the Contract.
2. Emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse.
3. Sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
4. Your bad faith, the commission of, or the attempt to commit an unlawful or fraudulent acts, seriously negligent or reckless actions, including actions in a state of derangement or under psychiatric treatment, or acts which are prohibited by Shariah.
5. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms, including hormonal replacement therapy, polycystic ovarian syndrome and related conditions.
6. Participation in sports competitions, preparatory or training tests for: motorcycling, car racing, boxing, rugby, polo, wave runner or jet ski, snowmobile riding, quad riding, all-terrain vehicles, skating, parasailing, parachuting, sport aviation, diving, skydiving, mountaineering, surfing, windsurfing, potholing, trekking, rafting, bungee jumping, ice-hockey, roller skate, hockey, ice or ground artistic roller skating, horse riding, martial arts.
7. Engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
8. Communicable diseases, including but not limited to pandemics, epidemics, and endemics.
9. Traveling contrary to the advice of a physician or for obtaining medical treatment.
10. Experimental or pioneering or advanced medical and surgical techniques.
11. 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.
12. Any activity required from or on a ship or oil-rig platform, or at a similar off- shore location.
13. Any nuclear weapon or device or chemical or biological agent or radioactive contamination.

# CLAIMS PROCEDURE

To ensure the efficient processing of Your claim, adherence to the following procedures is mandatory. Failure to comply with these guidelines may result in the denial of Your claim.

## NOTIFICATION, SUBMISSION AND PROOF OF CLAIM:

### 1. Immediate Notification and Submission

Notification and documentation of a claim must be submitted to Us within thirty (30) calendar days following an incident that may give rise to a claim. This notification must include sufficient details to identify the claimant and the nature of the claim.

### 2. Documentation and Proof

Claims must be accompanied by all relevant documentation, including but not limited to medical reports, police reports, death certificates, and coroner's reports, as applicable. All proof of claims must be original documentation and photocopies will not be accepted. All proof of claims shall be rendered on demand at the claimant's own expense. These documents serve as proof of the incident and substantiate the claim being made. Documentation must be in English or accompanied by certified translations.

## WAYS OF CLAIM:

### 1. Pre-Authorization & Guarantee of Payment

In the event of in-patient and outpatient treatment (except in the event of an Accident or medical emergency), You may request Guarantee of Payment for Us to arrange direct settlement to the Hospital Institutions. Pre-Authorization request form is to be completed and submitted to Us seven (7) days prior to the intended date of admission.

The approved Pre-Authorization is valid for only fourteen (14) days from the date of approval and the treatment must be obtained within the said period. Thereafter, a new Pre-Authorization request form is required.

In the event where in-patient treatment occurs outside of Brunei Darussalam or You require emergency medical evacuation services, You may contact our TBA International Assistance to assist You with the arrangements and Guarantee of Payment.

No Guarantee of Payment is given to outpatient services in Brunei Darussalam.

### 2. Reimbursement

For claims in reimbursement basis, You shall submit a completed Reimbursement Claim Form and accompanied by original relevant supporting documentations-

## SPECIFIC CLAIM REQUIREMENTS:

### 1. Death and Permanent Disablement

- a) Submission of detailed hospital and physician reports detailing the nature of the loss and extent and period of disability, along with any relevant police reports, is required. In cases of death, the inclusion of a death certificate and coroner's report is mandatory.
- b) For claims related to permanent disability, proof of disability must be provided between six (6) to nine (9) months from the date of the incident. 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.

## **2. Medical Expenses**

- a) A completed claim form alongside the physician's report (stamped by the treating physician) and all original supporting medical documents must be submitted within thirty (30) days following treatment or hospital discharge.
- b) Immediate notification and approval from TBA International Assistance are required for emergency medical evacuations or repatriations.

We reserve the right to request medical examinations or autopsies as deemed necessary, in accordance with legal allowances.

## **3. Compassionate Benefit**

In addition to the above death claim requirements, receipts for all associated costs must be provided.

## **4. Baggage Delay**

Immediate reporting to the airline or carrier is required. The baggage irregularity report must be provided.

## **5. Baggage Damaged/Lost**

- a) Immediate reporting to the airline or carrier is required. The baggage irregularity report and formal acknowledgment must be provided. For loss, a police report must be filed within twenty-four (24) hours of the incident.
- b) All details including receipts as to date of purchase, price, model and type of items lost or damaged must be provided.

## **6. Trip Cancellation and Trip Curtailment**

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim, written statement from the operator(s) of the public common carrier, accommodation manager, or relevant authority, police report, medical report or confirmation letter from the hospital, and death certificate, where applicable, must be provided.

## **7. Compassionate Emergency Leave**

Medical reports or confirmation letter from the hospital or death certificate (as applicable), and ticket and receipt of flight or transport must be provided.

## **8. Personal Liability**

Immediate written notification of any incidents potentially leading to a claim is required, confirmation that no admission of liability or agreement to any settlements without Our prior written consent has been made, all legal documentation, including court documents, legal correspondences and copies of summons must be provided.

## **9. Hijack and Strikes**

Documentation confirming the official recognition of strikes or industrial actions must be provided.

## **10. Computer or Laptop Damaged/Lost**

- a) For loss, a police report must be filed within twenty-four (24) hours of the incident.
- b) All details including receipts as to date of purchase, price, model and type of items lost or damaged must be provided.

Adherence to these guidelines is essential for the prompt and fair resolution of Your claim. Should You require assistance or further clarification, please do not hesitate to contact Us.

# TAKAFUL PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS

## TABARRU'

You entrust Your 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 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 Contract and the Schedule. To this end, You agree to give 35% of the 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

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 Contract PROVIDED THAT You have not incurred any claim and received any benefit under this Contract whilst it is in force subject to Our discretion and the integrity of the Takaful Fund itself. If this Contract 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 benefits 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 Contract, 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 (<https://takafulbrunei.com.bn/wp-content/uploads/2023/12/Takaful-Brunei-Privacy-Policy-10.08.2023.pdf>) 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 Contract:

**1. Eligibility**

On the commencement date of the cover, You must be an adult of the age of eighteen (18) to sixty-five (65) years old. Additionally, this Contract is only available to Residents of Brunei Darussalam.

**2. Cooling Off Period**

If You should find that the Contract does not meet Your needs, You may return it within fourteen (14) days after the commencement date of Contract. In such event, provided no claim has been made during the current Certificate year, You shall be entitled for a full refund of the contribution paid without profit fewer medical expenses incurred by Us in considering his application.

**3. Amount Covered**

All claims are subject to the limits specified in Your Schedule.

**4. Reimbursement Currency**

All reimbursements will be made in Brunei Dollars (BND), with foreign currency transactions converted at the prevailing bank exchange rates.

**5. Other Takaful / Insurance**

Subject to the maximum limit under this Contract, if at the time any claim arises under this Contract 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 Contract.

**6. Non-Disclosure of Facts**

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

**7. Claims Cooperation Clause**

In the event of a claim, You must:

- a. Give to Us a written notice as soon as reasonably practicable or any claim made against You or losses discovered by You no later than fourteen (14) calendar days;
- b. Furnish Us with all information known to You in respect of claims or possible claims notified in accordance with (a) above and shall keep Us fully informed as regards all developments relating as soon as reasonably practicable; and
- c. Cooperate with Us and any other person or persons designated by Us in the investigation, adjustment and settlement of such claim notified to Us.

**8. Evidence of Age**

We reserve the right at any time to require that Your age under this Contract be proven to its satisfaction. Evidence of Your age must be satisfactory to Us and will be required before any benefit is paid under this Contract. If, at the correct age, You would not have been eligible for cover under this Contract, no benefit will be payable.

**9. Alteration of Contract**

The Contract may, at any time, be amended and changed, upon written request being made by You and agreed to by Us, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and Our provisions may impose. No change in this Contract shall be valid unless evidenced by an Endorsement signed by Our authorised officer.

**10. Renewal and Cancellation of Contract**

We shall not be bound to accept any renewal of this Contract or to send any notification of the renewal

contribution becoming due. The Contract shall not be renewable in respect of any person covered after the end of the period of takaful during which such person covered reaches the age limit as stated in the schedule. We reserve the right to vary the terms and provisions of this Contract on any Contract anniversary.

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

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

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

**11. Service Charge**

In the event that the Contract is endorsed or cancelled, We shall charge B\$10.00 per Contract. No service charge will be made for Contracts surrendered during the cooling off period.

**12. Non-Guarantee of Contribution Payable**

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

**13. Limitation**

If no notice of claim of any claim is served on Us within six (6) months of the expiry of this Contract, We shall not be liable to indemnify You under this Contract of any claims whatsoever.

**14. Fraudulent Claims**

Any claim found to be fraudulent or supported by false declarations will result in forfeiture of all benefits under the Contract. Legal action may be pursued to recover any payments made on such claims.

**15. Subrogation of Rights**

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

**16. Non-Assignment**

The benefits under this Contract are non-assignable.

**17. Legal Proceedings**

No action in law or equity shall be brought to recover under the Contract until after the expiration of sixty (60) days from the date the Proof of Claim has been furnished in accordance with the Contract 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 Contract, 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.

**18. 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 Contract. 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.

**19. Governing Law**

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