



TAKAFUL BRUNEI AM SDN BHD
Unit 9 & 10, Simpang 493
Kg. Beribi, Jalan Gadong
BE 1118
Negara Brunei Darussalam
☎ (673) 2244000
🌐 www.takafulbrunei.com.bn

WORKMEN'S COMPENSATION PACKAGE PRODUCT WORDING

***IMPORTANT:** If you participated your Workmen's Compensation Package **before 20/06/2024** please click [here](#) to view the Product Wording

This is a contract between you (referred to as "the Participant") and Takaful Brunei Am Sdn Bhd for the Workmen's Compensation Package based on what you have disclosed in the applicable application form and your declaration.

You have applied for this cover with the application form and a declaration. In return for the contribution, we will cover you as the employer against your liability to pay your employee (referred to as "the Person Covered") the compensation and medical expenses for injury by accident or disease arising out of and in the course of their employment resulting in death or permanent disablement.

Each coverage will be subject to the limits specified in your corporate personal certificate. You should read the rest of your complete contract to see the full conditions, limitations, and exclusions.

1. WORKMEN'S COMPENSATION

NOW, THIS CERTIFICATE WITNESSES that if at any time during the Period of Takaful shown in the Schedule, any employee in the Participant's immediate service sustains personal injury by accident or disease arising out of and in the course of their employment by the Participant in the Business, and if the Participant is liable to pay compensation for such injury either under **Workmen's Compensation Act (Revised Edition, 1984)** or at **Common Law** (hereinafter referred to as "the Law(s)").

Subject to the terms, exceptions, and conditions contained herein or endorsed hereon, Takaful Brunei Am Sdn Bhd will indemnify the Participant against all sums for which the Participant shall be so liable. This includes the Common Law Sub-Limit Per Employee (for any one accident) and legal costs and disbursements incurred with TBA's consent in defending any claim for such compensation.

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

EXCEPTIONS

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

- (i) **Not a Workmen**
Any employee who is not a "workmen" within the meaning of the Law(s).
- (ii) **Other Contractors Employee**
The Participant's liability to employees of contractors to the Participant.

(iii) Other Agreements

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

(iv) War

Any injury, by accident or disease, which is directly attributable to:

- i) War, invasion, acts of foreign enemies, hostilities, or warlike operations (regardless of whether war is declared), civil war.
- ii) Mutiny, strike, riot, civil commotion that assumes the proportions of or amounts to a popular uprising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, or any events or causes that lead to the proclamation or maintenance of martial law or state of siege.

(v) Any "Acts of Terrorism"

For this purpose, an "act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes. This includes the intention to influence any government or to instill fear in the public or any section of the public.

(vi) Radioactivity

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

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

(vii) Prohibited by Shariah

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

(vii) Suicide

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

(viii) Breach of Law

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

(ix) Alcohol and Drugs

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

(x) Mental Exhaustion / Illness

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

(xi) Flight Injury and Disease

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

(xii) Extreme Sports

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

(xiii) Underwater Activity

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

(xiv) Sexual Transmitted Disease

Any infection of Human Immunodeficiency Virus (HIV) that is sexually transmitted or other sexually transmitted diseases.

2. PERSONAL ACCIDENT BENEFIT (OUTSIDE WORKING HOURS)

Cover Under This Benefit

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

If, within twelve (12) months from the date of the accident, the Person Covered suffers any of the outcomes described under the Table of Benefits, independently of any other causes, Takaful Brunei Am Sdn Bhd will pay the benefit to the Participant or the Person Covered's successor in title as trustees. However, this payment shall not exceed the Sum Covered as specified in the Schedule or as endorsed herein.

The Territorial Limit for this benefit is **Brunei Darussalam**.

Special Provisions Under This Benefit

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

- e) If payment is paid under this benefit, then benefit under “Workmen’s Compensation Act” or “Death Benefit” is not applicable.

Special Exclusion Under This Benefit

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

- i. Engaging in professional sports, speed contest, racing of any kind (other than on foot), winter sport, polo, ice hockey, parachuting or pot holing.
- ii. Engaging in equestrian or horse-riding activities.
- iii. Engaging in mountaineering activities requiring the use of ropes.
- iv. Engaging in power boating, show jumping, water skiing and tricks or yachting.

If both accidental death and Permanent Disablement occur, Takaful Brunei Am Sdn Bhd's liability is limited to the first event that occurs.

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

	Percentage of the Sum Covered
A. ACCIDENTAL DEATH.....	100%
B. PERMANENT DISABLEMENT	
Loss of two limbs.....	100%
Loss of both hands, or of all fingers and both thumbs.....	100%
Total loss of sight of both eyes.....	100%
Total Paralysis.....	100%
Injuries resulting in being permanently bedridden.....	100%
Any other injury causing permanent total disablement.....	100%
Loss of arm at shoulder.....	100%
Loss of arm between shoulder and elbow.....	100%
Loss of arm at elbow.....	100%
Loss of arm between elbow and wrist.....	100%
Loss of hand at wrist.....	100%
Loss of leg at hip.....	100%
between knee and hip.....	100%
below knee.....	100%
Eye: loss of - whole eye.....	100%
- sight of.....	100%
- sight of, except perception of light.....	50%
- lens of.....	50%
Loss of four fingers and thumb of one hand.....	50%
Loss of four fingers.....	40%
Loss of thumb both phalanges.....	25%
one phalanx.....	10%
Loss of index finger three phalanges.....	10%
two phalanges.....	8%
one phalanx.....	4%
Loss of middle finger three phalanges.....	6%
two phalanges.....	4%
one phalanx.....	2%
Loss of ring finger - three phalanges.....	5%
- two phalanges.....	4%
- one phalanx.....	2%
Loss of little finger - three phalanges.....	4%
- two phalanges.....	3%
- one phalanx.....	2%
Loss of metacarpals first or second (additional).....	3%
third, fourth or fifth (additional).....	2%
Loss of toes all.....	15%
great, both phalanges.....	5%
great, one phalanx.....	2%
other than great, if more than one toe lost, each.....	1%
if more than one toe lost, each.....	1%
Loss of hearing both ears.....	75%
one ear.....	15%
Loss of speech.....	50%

Where the injury is not specified, Takaful Brunei Am Sdn Bhd reserves the right to determine a percentage of disablement, which, in its opinion, is consistent with the criteria outlined above. Permanent total loss of use of a member (body part) shall be treated as the loss of that member. The total of all percentages payable for any one accident to any one Person Covered shall not exceed 100%. In the event that a total of 100% has been paid, all coverage under this agreement will immediately cease for that Person Covered. Any other losses less than 100%, if paid, will reduce the respective Person Covered's coverage under Benefits A and B by that amount from the date of the accident until the expiration of the contract.

3. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ACCIDENT

Cover Under This Benefit

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

Takaful Brunei Am Sdn Bhd will reimburse the Participant for such expenses that are necessarily incurred and paid, up to an aggregate amount not exceeding the sum stated in the schedule for such injury in respect of any one accident.

The Territorial Limit for this benefit is **Brunei Darussalam**.

Special Provision Under This Benefit

Takaful Brunei Am Sdn Bhd will provide reimbursement of the medical treatments in any licensed and recognized Clinic or Hospital, provided that:

- a) Reimbursement shall be payable only if such medical, hospital or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of accident and the charges shall be reasonable and customary.
- b) In respect of injury shall occur after the date of cover, or the date of reinstatement of this benefit, whichever is the latter.
- c) Takaful Brunei Am Sdn Bhd may also have the right to examine the Person Covered whenever it may reasonably require.
- d) An excess of B\$50.00 is applicable in respect of each and every claim.
- e) For follow up treatments:
 - a) No excess applicable for a follow up treatment from the same injury.
 - b) Shall only be payable if such treatments are done within six (6) months after the discharge date.
- f) If payment is paid under this benefit, then the benefit of "Medical, Hospital & Surgical Expenses due to illness" is not applicable.

4. MEDICAL, HOSPITAL & SURGICAL EXPENSES DUE TO ILLNESS

Cover Under This Benefit

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

Takaful Brunei Am Sdn Bhd shall reimburse the Participant for such expenses that are necessarily incurred and paid, up to an aggregate amount not exceeding the sum stated in the schedule for any one illness.

The Territorial Limit for this benefit is **Brunei Darussalam**.

Special Provision Under This Benefit

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

- a) Reimbursement shall be payable only if such medical, hospital or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of the illness and the charges shall be reasonable and customary.
- b) Illness occurring more than thirty (30) days after the date of cover, or the date of reinstatement of this benefit, whichever is the latter. For an in-patient treatment subject to a minimum of six (6) consecutive hours of confinement. No out-patient treatment is covered.
- c) Takaful Brunei Am Sdn Bhd may also have the right to examine the Person Covered whenever it may reasonably require.
- d) An excess of B\$50.00 is applicable in respect of each and every claim.
- e) For follow up treatments:
 - a) No excess applicable for a follow up treatment from the same illness.
 - b) Shall only be payable if such treatments are done within six (6) months after the discharge date.
- f) If payment is paid under this benefit, then the benefit of "Medical, Hospital & Surgical Expenses due to Accident" is not applicable.

5. DAILY HOSPITAL ALLOWANCE

Cover Under This Benefit

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

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

The Territorial Limit for this benefit is **Brunei Darussalam**.

6. DEATH BENEFIT

Cover Under This Section

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

The Territorial Limit for this benefit is **Brunei Darussalam**.

Special Provision Under This Benefit

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

7. REPATRIATION & COMPASSIONATE BENEFIT

Cover Under This Section

i. Repatriation:

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

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

The Territorial Limit for this benefit is **Brunei Darussalam**.

ii. Compassionate Benefit:

In the event of Person Covered’s death, We will provide a cash benefit of the amount specified in the Schedule.

The Territorial Limit for this benefit is **Brunei Darussalam**.

Provisions Under This Benefit

Amount covered under Compassionate Benefit shall be a sublimit of the amount covered under Repatriation.

Amount of Benefit and Payment of Claim

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

Proof of Claim

The following original document is considered as valid proof by Takaful Brunei Am Sdn Bhd:

- i. **Repatriation Expenses** benefit:
 - a. Airway Bill (death)
 - b. Death Certificate
 - c. Official Receipt

- ii. **Compassionate benefit:**
 - a. Medical Certificate stating details of death.

GENERAL CONDITIONS

Contract

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

Observance

The liability of Takaful Brunei Am Sdn Bhd is conditional upon the observance by the Participant and the Person Covered of the Terms and Conditions of this contract.

Written Notice

Every notice or communication required under this contract must be delivered in writing to Takaful Brunei Am Sdn Bhd by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd.

Prevention of Accident and Disease

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

Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam

The Participant shall comply with the Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam.

Conduct and Control of Proceedings

No admission, offer, promise, or payment shall be made by or on behalf of the Participant without the consent of Takaful Brunei Am Sdn Bhd, which shall be entitled, if it so desires, to take over the conduct in the Participant's name for the defense or settlement of any claim. The Participant shall provide all necessary information and assistance as required by Takaful Brunei Am Sdn Bhd.

Warranty of Disclosure of Full Salary, Wages, Financial Benefit

The Participant warrants to Takaful Brunei Am Sdn Bhd that it has declared the full salary, wages, and other financial benefits of persons to be covered for the purpose of calculating the Takaful Contribution payable for this contract.

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

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

Rateable Proportion

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

Condition Precedent of Liability

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

Cancellation of Contract

Takaful Brunei Am Sdn Bhd may cancel this contract with seven (7) days' notice by registered mail to the Participant at his last known address. Such cancellation shall be effective upon the expiry of the seven (7) days from the date of the notice, irrespective of whether or not the notice is actually received by the Participant. In such an event, Takaful Brunei Am Sdn Bhd shall retain the contribution paid on a pro-rata basis in proportion to the period the contract was in force and return the balance thereof to the Participant (after deduction of Wakalah fee and service charges of B\$10.00).

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

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

Termination of Cover

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

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

Records and Reports

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

Limitation

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

Territorial Limit

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

Disclosure of Pre-Existing Condition

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

Communicable Diseases

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

Change of Business, Occupation, or Physical Condition

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

Claims Cooperation Clause

In the event of a claim, You must:

- a. Give to Us a written notice as soon as reasonably practicable for any claims 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.
- 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.

Evidence of Age

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

Alteration of Contract

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

No Assignment

The benefits under this contract shall be non-assignable.

Subrogation of Rights

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

Laws and Jurisdiction

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

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.

Time of Payment of Takaful Contribution

The Takaful contribution must be paid to Takaful Brunei Am Sdn Bhd or to Takaful Brunei Am Sdn Bhd's authorized agent(s) at the time of the issue of the Cover Note, contract, extension(s), renewal endorsement(s) (as the case may be) UNLESS the Participant is given a specific grace period by Takaful Brunei Am Sdn Bhd.

If the Participant is given a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Takaful Brunei Am Sdn Bhd within that grace period, if it has come into effect the contract will be automatically cancelled, and Takaful Brunei Am Sdn Bhd is entitled to claim a pro-rata Takaful contribution from the Participant for the period Takaful Brunei Am Sdn Bhd was on risk.

Takaful Principles and Distribution of Underwriting Surplus

TABARRU'

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

WAKALAH

The Participant hereby appoints Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest, and distribute the General Takaful Fund to other Participants in times of misfortune, subject always to the terms and conditions stated in the contract. To this end, the Participant agrees to apportion 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services the Participant have agreed Takaful Brunei Am Sdn Bhd to render. The Participant also agree to give a fee from the surplus of the Takaful fund (if any) to Takaful Brunei Am Sdn Bhd as performance fee for continuously ensuring the Takaful fund are managed in a responsible and sustainable manner at a percentage of distributable surplus to all the Participants.

DISTRIBUTION OF UNDERWRITING SURPLUS

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

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 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.

CLAIMS CONDITIONS FOR BENEFIT

Notice of Claims

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

Notice must also be given to Takaful Brunei Am Sdn Bhd immediately upon the Participant's knowledge of any impending legal action, prosecution, inquest, or fatal inquiry in connection with any such occurrence. Takaful Brunei Am Sdn Bhd reserves the right to reject any claim if notification is served more than fourteen (14) days from the date of the occurrence of the injury or sickness upon which a claim may be based.

Notice to Labour Department

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

Examination

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

Proof of Claim

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

Fraudulent Claim

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

Payment of Claim

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