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## **MEDICAL FOR INBOUND TRAVELLERS PRODUCT WORDING**

### **INTRODUCTION**

This is a contract between you and Takaful Brunei Am Sdn Bhd for the Medical for Inbound Travellers cover based on what you have disclosed in the 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 for:

- Medical Expenses
- Compassionate Benefit

Each coverage will be subject to the limits specified in your Personal Certificate. You should read the rest of your complete Contract to see the full conditions, limitations and exclusions.

# CONTENTS

INTRODUCTION .....	1
TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS .....	3
CONDITIONS PRECEDENT TO OUR LIABILITY UNDER THE CONTRACT .....	3
TAKAFUL CONTRIBUTION.....	3
DEFINITIONS .....	4
ELIGIBILITY .....	6
COVER .....	6
SECTION 1 - MEDICAL EXPENSES.....	6
SECTION 2 – COMPASSIONATE BENEFIT.....	6
GENERAL EXCLUSIONS .....	7
CLAIMS REQUIREMENTS .....	10
PRIVACY AND DATA HANDLING.....	12
GENERAL TERMS AND CONDITIONS .....	13

## TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS

This takaful cover is a syariah compliant contract, which is based on a principle of mutual cooperation and helping each other. Here are the principles that this Contract relies on:

**Tabarru'** – with your Contribution entrusted to us, we will donate **76%** of it to the appropriate takaful fund to help other eligible participants under the same Contract.

**Wakalah** – with this Contract, you are appointing us to be a wakeel to administer, manage, invest, and distribute the takaful fund to other participants when they need the help. To perform the service, we will get **24%** of your Contribution as a Wakalah fee. If there is an underwriting surplus (referred to as surplus) in the fund, we will receive a performance fee as a percentage of that surplus for responsibly and sustainably managing the takaful fund. The percentage is approved by our Syariah Advisory Body and does not exceed the portion of the surplus distributed to all participants.

**Surplus** - any surplus from the fund will be managed by us in ways we consider appropriate according to syariah principles. The surplus will be used to strengthen the takaful fund and it will be distributed to you as hibah (gift) if any, upon renewal of this Contract provided that you have not incurred any Claim under this Contract whilst it is in force subject to our discretion and the integrity of the takaful fund itself. If you have incurred any Claim or choose not to renew the Contract, no surplus can be given to you, and it will be donated into the takaful fund for the benefit of all the participants and the fund itself.

## CONDITIONS PRECEDENT TO OUR LIABILITY UNDER THE CONTRACT

Ensuring that you follow the terms of this Product Wording, including what you should or should not do, and providing accurate information in your application form, is essential and shall be conditions precedent for us to consider any Claims for benefits under this Contract.

## TAKAFUL CONTRIBUTION

Should you require additional time to fulfill your Contribution, please inform us. We may extend a grace period for you. In the absence of communication from you by the grace period's conclusion, your participation will be terminated promptly. A pro-rated Contribution will be required to cover the duration where risk is borne on our end.

## DEFINITIONS

Certain words in this Product Wording or your Personal Certificate have meanings shown below:

1. **Accident** means an unforeseen event, which is caused solely and directly by external, violent, sudden, and accidental means.
2. **Cancer** means any malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma.
3. **Chronic Condition** means condition which, with current medical knowledge, treatment can alleviate, but not cure.
4. **Claim(s)** means a formal request by you for coverage or compensation for a covered loss or event.
5. **Co-Takaful** means the proportion of the covered Medical Expenses Claims which you must pay.
6. **Confinement** means admission to a Hospital in a continuous and uninterrupted period with a minimum of six (6) hours where the Person Covered is admitted as an in-patient upon the advice of and under the regular care and attendance of a doctor, which shall be evidenced by a room and board charge by the Hospital upon discharge.
7. **Contract** means the Personal Certificate, Product Wording, any Endorsements and the application form.
8. **Contribution** means the sum(s) specified as takaful contribution in your Personal Certificate.
9. **Commencement Date** means the date of commencement or renewal of cover, as shown on your Personal Certificate or Endorsements.
10. **COVID-19** means Coronavirus or SARS-CoV-2 as defined by the World Health Organisation (WHO).
11. **COVID-19 Medical Centre** means any government-designed health facilities in which the local Ministry of Health has authorized to provide care and medical treatment to those suffering from COVID-19.
12. **Deductible** means the amount you must contribute the cost of each Claim or course of treatment.
13. **Dependents** means the person you are legally married to, and your unmarried unemployed biological children who age is between six (6) months to seventeen (17) years old. In the case of legally adopted children, the adoption certificate or any form of legal document is required to be submitted to us.
14. **Disability** means all disabilities arising from the same cause including all complications. Any recurrence or relapse arising after thirty (30) days after the latest treatment will be considered as a new Disability.
15. **Endorsement** means all alterations or amendments to your Personal Certificate or Contract issued therewith which we have made or which you have asked for and we have agreed to. Your Personal Certificate will show details of any Endorsements.
16. **Emergency / Serious Medical Condition** means a situation in which our or our authorized representative's opinions, considers as life-threatening medical emergency requiring immediate medical attention in order to avoid death or serious impairment to Person Covered's immediate or long-term health prospects.
17. **Hospital / Medical Institution** means any lawfully operating institution which has nursing services by registered nurses and one or more physicians operating at all times and organized facilities for diagnosis and major surgery.
18. **Illness** means sickness or disease contracted during the Period of Takaful.
19. **Injury** means bodily injury that is caused solely and directly by Accident.

20. **Medical Expenses** means any reasonable and customary Physician's fee, ambulance services, hospitalisation fees, medical supplies and medications, all of which are only claimable once the Person Covered contracted the Illness.
21. **Period of Takaful** means the period which you are covered for and is shown in your Personal Certificate and may include any extensions as may be granted at our discretion.
22. **Person Covered** means the person to be covered under the Personal Certificate, subject to the eligibility criteria.
23. **Personal Certificate** means the personal certificate that shows your personal details, details of your cover, Endorsements, and Contribution.
24. **Physician** means 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 you, your business partner, employer, employee, agent or person who is related to you or the Person Covered in any way.
25. **Pre-Existing Conditions** means any injury, Illness, condition, disease or symptom for which treatment, medication, advice or diagnosis has been sought, received or was foreseeable prior to the Commencement Date or originated or was known to exist by the Person Covered or anyone covered under the Contract prior to the Commencement Date whether or not treatment, medication, advice or diagnosis was sought or received.
26. **Product Wording** means the specific terms, conditions and coverage details outlined in your Contract.
27. **Quarantine Order** means a medically necessary and compulsory isolation order ordered by a government authority with the power to issue the order and in response to the Person Covered contracting COVID-19, including if the Person Covered has travelled to certain designated countries, territories or regions.
28. **Reasonable and Customary Charges** means charges for medical care which we or our medical advisers consider to be reasonable and customary to the standard level of charges made by others of similar standing in Brunei Darussalam when giving similar treatment, services or supplies to individuals of the same sex, age for a similar disease or injuries.
29. **Surplus** means the surplus of contributions over claims and expenses in a takaful fund, which may be distributed among participants or retained for future claims.
30. **Short-Term** means any one/single trip no longer than 90 days.
31. **Tabarru** means the portion of the Contribution paid by you that is donated to the takaful fund to help other participants in need.
32. **Wakalah** means a contract whereby you appoint us as Wakeel (agent) to administer, manage, invest and distribute the takaful fund in the event of a Claim and you agree to give Wakalah Fee for the aforementioned services.

## **ELIGIBILITY**

On the Commencement Date of the cover, the Person Covered must be:

1. Adult from the age of 18 years old and above;
2. Child aged between six (6) weeks to seventeen (17) years old and must be accompanied by a parent or guardian;
3. Foreign nationals visiting Brunei Darussalam on a Short-Term basis; and
4. Non-residents of Brunei Darussalam.

## **COVER**

The covers are provided on a per Person Covered per Contract period limit basis as shown in your Personal Certificate.

## **SECTION 1 - MEDICAL EXPENSES**

We will cover you for Medical Expenses for being hospitalized up to the maximum amount covered specified in your Personal Certificate.

Conditions for this section:

1. Medical Expenses must be the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical product costs;
2. Medical Expenses must be prescribed by the attending Physician;
3. Medical Expenses incurred must be due to Serious Medical Condition, sudden and unexpected illness or expenses;
4. Medical Expenses incurred must either be as a result of any Accident or Illnesses, or incurred as a result of internationally and locally recognized epidemics or pandemics (including COVID-19) while in Brunei Darussalam;
5. Medical Expenses must be in accordance with Your Personal Certificate per person;
6. You must be in compliance with any applicable official Brunei Darussalam Government travel guidelines; and
7. Any Medical Expenses must be evidenced with relevant original documentation and receipts as per the Claims Requirements.

## **SECTION 2 – COMPASSIONATE BENEFIT**

In the event of death of any Person Covered due to Accident or Illnesses, including COVID-19, we shall provide the immediate family member or named beneficiary, upon satisfactory proof, cash benefit up to the limit shown in your Personal Certificate.

Conditions for this section:

1. Any compassionate benefit must be evidenced with relevant original documentation as per the Claim Requirements.

## GENERAL EXCLUSIONS

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from the Contract and we shall not be liable to pay for:

1. Any expenses incurred in any event occurring when you are not in Brunei Darussalam;
2. Pre-Existing Conditions as defined and/or as agreed by us in writing prior to the Commencement Date of the Contract.
3. Any condition that is or becomes chronic will be excluded although the Contract will continue to cover any acute phases of that condition;
4. The following specified Illnesses are not covered:
  - a) all kinds of cancer;
  - b) genetic conditions;
  - c) Alzheimer's, Dementia, Parkinson's Disease;
  - d) Autoimmune Diseases;
  - e) Regular or long-term kidney dialysis in chronic or end-stage kidney failure.
5. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses, hearing aids, acne and primary hirsutism or related medical conditions, vitamins, supplements, interferon injections and similar medicine, all dental treatment or oral surgery related to teeth;
6. Cosmetic treatment or surgery including non-complicated varicose veins either symptomatic or not, deviated nasal septum, uvuloplasty for any reason and any treatment or procedure of navi which are not proved malignant;
7. Any expenses for the Persons Covered who are travelling to Brunei Darussalam contrary to the advice of a Physician or for the purpose of obtaining medical treatment or for rest and recuperation following any prior Accident, Illness or Pre-Existing Conditions;
8. Tests or treatment related to infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital illnesses, hereditary conditions, genetic conditions, any abortion performed, any cryo preservation, implantation or re-implantation of living cells;
9. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms include hormonal replacement therapy, polycystic ovarian syndrome and related conditions;
10. Prosthesis, corrective devices and medical appliances which are not surgically required, treatment by a family member and all treatment that is not scientifically recognised by Western European or North American standards;
11. Traditional Chinese medicine, homeopathy, acupuncture, Unani medicine, Ayurveda, chiropractic and osteopathy treatments;
12. All costs relating to cornea, muscular, skeletal, human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to organ transplantation;
13. Treatment of emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse;
14. Sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases;
15. Treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the Person Covered returns to his Country of Residence;

16. Experimental or pioneering or advanced medical and surgical techniques;
17. Any expenses incurred as a result of engaging 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;
18. Any expenses related to the commission of, or the attempt to commit, an unlawful act;
19. Any expense, 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 or radioactive contamination, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
20. 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 as defined;
21. Any expenses related to Accident or Injury occurring whilst engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep-sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored basis;
22. The cost of transporting the Person Covered by means of his or her employer's owned or leased watercraft or aircraft or the cost of medical treatment rendered by the employer's personnel or at the employer-provided medical facilities unless agreed otherwise in writing by us prior to the inception of the Contract. This exclusion shall also apply to transportation and medical treatment which Person Covered is entitled to receive by virtue of a contract between his or her employer and any principal;
23. Costs arising out of any litigation or dispute between the Person Covered and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of the medical expenses covered by the Contract;
24. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;
25. Any circumcision whether or not due to illness or infection;
26. Treatment for obesity, weight reduction or weight improvement;
27. Non-medical personal services such as telephone, television, newspapers and the like;
28. Any treatment arising from causes which is prohibited by Syariah or arising from illegal activities;
29. Any expenses related to the engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
30. 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 offshore location except COVID-19 related.



### **Additional Exclusions on Medical Expenses due to COVID-19**

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from the Contract and we shall not be liable to pay for:

1. The Person Covered being the subject of a Quarantine Order issued by the relevant Authority and/or Brunei Government but not hospitalised and/or suffering from COVID-19.
2. Any expenses incurred for the mandatory COVID-19 pre-departure and post-arrival diagnostic tests that are required by the relevant Authority and/or Brunei Government;
3. Any cost or expenses incurred for the Quarantine Period of two (2) weeks including but not limited to hotel or non-hospital accommodation costs and transportation costs;
4. Any subsequent COVID-19 swab test expenses will be excluded if the Person Covered's result is found to be negative;
5. Any expenses relating to any COVID-19 treatment where such treatment was first sought more than thirty (30) days from the time the COVID-19 was first diagnosed; and
6. Any expenses relating to specialist treatment which are not prescribed or referred by a Physician in general practice.

## CLAIMS REQUIREMENTS

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

### NOTIFICATION, SUBMISSION AND PROOF OF CLAIM:

#### 1. Immediate Notification and Submission

Notification and documentation of affirmative proof of 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.

We reserve the right to reject any Claim if notification and affirmative proof is served more than thirty (30) days from the date of the occurrence of the injury or sickness upon which the Claim may be based.

#### 2. Documentation and Proof

Claims must be accompanied by all relevant documentation, including but not limited to medical reports, police reports, death certificate, 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 TO CLAIM:

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

In the event of in-patient 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.

No Guarantee of Payment is given to outpatient services.

#### 2. Reimbursement

For Claims in reimbursement basis, you shall submit a completed Reimbursement Claim Form and accompanied by original relevant supporting documentations.

## **SPECIFIC CLAIMS DOCUMENTATION REQUIREMENT:**

### **1. 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.

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

### **2. Compassionate Benefit**

- a) Submission of detailed Hospital and Physician reports detailing the nature of the loss and extent and along with any relevant police reports, and coroner's report is required.

Adherence to these requirements 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.

## 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** 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) years old and above. If you are participating for your child Dependent, the child must be of the age of six (6) months to seventeen (17) years old. Additionally, this Contract is only available to Non-Residents of Brunei Darussalam travelling into 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 Contract period, you shall be entitled for a full refund of the Contribution.

**3. Amount Covered**

All claims are subject to the limits specified in your Contract.

**4. Reimbursement Currency**

All reimbursements will be made in Brunei Dollars (BND).

**5. Geographical Limits**

Brunei Darussalam only.

**6. 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.

**7. The Contract**

This Product Wording, Personal Certificate, any Endorsements and the application form shall be read together as one Contract, and any word or expression to which specific meaning has been attached in any part of this Contract shall bear such specific meaning wherever it may appear.

**8. 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 cover.

**9. Claims Cooperation Clause**

In the event of Claim, you must;

- (i) Give us a written notice and affirmative proof as soon as reasonably practicable for any Claims made against you or losses discovered by you that may give rise to a Claim, no later than thirty (30) days from the date of occurrence of the injury or sickness upon which the Claim may be based.
- (ii) Furnish us with all the required information and supporting documents in respect of Claims or possible Claims notified in accordance with (i) above as soon as possible.

- (iii) Fully inform us of all relevant information known to you, including any developments related to the Claims and shall fully cooperate with us and any designated representatives in the investigation, adjustment or settlement of such claims notified to us.

We reserve the right to reject any Claims if you fail to comply with the requirements outlined in (i), (ii) and (iii) above.

#### **10. 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 cover is paid under this Contract. If, at the correct age, you would not have been eligible for cover under this Contract, no cover will be payable.

#### **11. 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.

#### **12. 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 Contract. 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 period, 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 you for this cancellation provided we have not been advised of any Claim.

#### **13. Service Charge**

In the event that the Contract is Endorsed or cancelled, we shall charge B\$10.00 per Contract. No service charge for Contract surrendered during the cooling off period.

#### **14. 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.

**15. Limitation**

If no notice of 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.

**16. Fraudulent Claims**

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

**17. 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.

**18. Non-Assignment**

The covers under this Contract are non-assignable.

**19. 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.

**20. 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.

**21. Governing Law**

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