



TAKAFUL BRUNEI AM SDN BHD
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TBA AS SYIFA (MEDICAL) – GOVERNMENT HOSPITAL PLAN (GHP)

PRODUCT WORDING

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

You have applied for this cover with the application form and a declaration. In return for the contribution, We will cover the Person Covered's medical treatments due to Illness or Accident.

The covers under this product will be subject to the annual limit specified in your Contract. You should read the rest of Your complete Contract to see the full conditions, limitations and exclusions.

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 form shall be conditions precedent to any liability by Us to make any payment of benefit under this Contract.

In addition, the Person Covered shall co-operate fully with Us and Our medical advisers and will fully and faithfully disclose all material facts and matters which the Person Covered knows or ought to know and will upon request execute any document to empower Us to obtain relevant information, at the Person Covered's expense, from any doctor or Hospital or other source.

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, Personal Certificate, 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.

TABLE OF CONTENTS

MEANING OF WORDS..... 3

SECTION 1: BASIC IN-PATIENT TREATMENT 6

SECTION 2: OPTIONAL COVER 8

 OUTPATIENT TREATMENT DUE TO ILLNESS..... 8

GENERAL EXCLUSIONS..... 9

CLAIMS REQUIREMENTS 10

TAKAFUL PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS 12

PRIVACY AND DATA HANDLING 12

GENERAL TERMS AND CONDITIONS 13

MEANING OF WORDS

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

Accident	An unforeseen event, which is caused solely and directly by external, violent, sudden, and accidental means.
Application Form	The proposal, application or questionnaire form (including any declaration, statements and disclosure made) completed and made by or made by You, whether in person, online, over the phone or otherwise.
Cancer	<p>Any malignant tumour positively diagnosed with historical confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue.</p> <p>The term malignant includes leukemia, lymphoma and sarcoma.</p>
Chronic Condition	Conditions which, with current medical knowledge, treatment can alleviate but not cure.
Co-Takaful	The proportion of medical expenses claims which the Person Covered must pay.
Confinement	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.
Contract	The Application Form, Personal Certificate, product wordings, and any endorsements.
Commencement Date	The effective date on which Your new or renewed coverage begins, as stated on the Personal Certificate or endorsement.
Deductible	The amount the Person Covered must contribute towards the cost of each claim or course of treatment.
Disability	<p>All disabilities arising from the same cause including all complications.</p> <p>Any recurrence or relapse arising after thirty (30) days after the latest treatment will be considered as a new disability.</p>
Endorsement	The authorised variation or amendment to Your Contract.
Hospital / Government Hospital	<p>Public healthcare institution operated by the Brunei Government under the Ministry of Health.</p> <p>It shall not primarily be a place for alcoholics or drug addicts, a nursing home, convalescent care home, home for the aged, or similar establishments.</p>
Illness	Sickness or disease contracted and/or commencing after thirty (30) days following the effective date or date of Endorsement, whichever is later.

Injury	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.
Medical Expenses	Any reasonable and customary Physician's fee, ambulance services, hospitalisation fees, medical supplies and medications, all of which are only claimable once Person Covered contracted the Illness.
Participant / You / Your	The person named in the Personal Certificate.
Period of Takaful	The Period of Takaful specified in the Personal Certificate and includes any extensions that are granted at Our discretion.
Person Covered	The person to be covered under the Personal Certificate, subject to the eligibility criteria.
Physician	<p>A qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training.</p> <p>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.</p>
Pre-Existing Conditions	<p>Any injury, illness, condition or symptom:</p> <ul style="list-style-type: none"> a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Contract for the Person Covered concerned; or b) which originated or was known to exist by the Person Covered (or anyone covered under the Contract) prior to the Commencement Date of the Contract whether treatment or medication or advice or diagnosis was sought or received
Personal Certificate	The Personal Certificate that shows Your personal details, details of Your cover, endorsements, and contribution. The Personal Certificate is issued to You with Your product wording.
Product Wording	The specific terms, conditions, and coverage details outlined in Your Contract.
Reasonable and Customary Charges	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 gender, age for a similar disease or injuries.
RIPAS Hospital	Raja Isteri Pengiran Anak Saleha Hospital.
Tabarru'	The portion of the contribution paid by You that is donated to the takaful fund to help other participants in need.

Takaful Brunei Am Sdn Bhd / We / Our / Us	A company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam.
Waiting Period	The period from Commencement Date of the Contract / Endorsement before a claim is payable.
Wakalah	A contract whereby the Participant appoints Us as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund in the event of claim and the Participant agrees to give Wakalah Fee for the services.

SECTION 1: BASIC IN-PATIENT TREATMENT

Basic In-Patient Treatment Cover is provided on a per Person Covered per Personal Certificate year limit basis:

- 1. Hospital Room and Board** We will cover for Hospital accommodation, meal charges, nursing care and intensive unit care charges.
- 2. Hospital Miscellaneous Expenses** We will cover You for all medically necessary treatment and services provided by or on the order of a Physician to You when admitted as a registered in-patient.
- 3. In-Hospital Doctor Visits** We will cover You for the regular and customary charges for visits made by a Physician in the hospital.
- 4. 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.
- 5. Accidental Outpatient and Accidental Dental Treatment** We will cover You for medical treatment needed for Your Injury due to Accident as an outpatient in a Hospital and the medical treatment needed for Your Injury occurred to Your teeth provided that You seek medical attention within twenty-four (24) hours of the Accident.
- 6. 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.
- 7. 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.
- 8. Local Ambulance Fees** We will cover You for all medically necessary land transportation to the Hospital.
- 9. Compassionate Benefit** We will cover You for Your final care arrangement in the event of Your demise. This cover is applicable if the final care is performed in Brunei Darussalam.
- 10. Repatriation from Brunei Darussalam** 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

employment / studies as certified by the attending Physician.

Conditions for Cover:

- i. Coverage under this section is subject to the annual limit and deductible stated on the Personal Certificate.
- ii. Deductible shall be applicable on an 'each and every claim' basis.
- iii. Cover under this section is only applicable for medical treatments done in RIPAS Hospital or any other Brunei government hospitals.
- iv. Coverage of Pre-Existing Conditions for those aged 66 and above are subject to the following conditions:
 - a. Coverage for Pre-Existing Conditions is limited to B\$10,000 during the first year of participation.
 - b. The following conditions are not covered:
 - i. All types 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.
- v. Any condition that becomes chronic (acute phases of that condition will be covered).

SECTION 2: OPTIONAL COVER

OUTPATIENT TREATMENT DUE TO ILLNESS

This option includes cover for medically necessary outpatient treatments provided to You without the need for Hospital admission.

What You are covered for:

- | | |
|--|--|
| 1. General Outpatient Services | We will cover You all medically and necessary Outpatient treatment and services provided by or on the order of a Physician to You. |
| 2. Specialist Outpatient Services | We will cover You all medically and necessary Outpatient treatment and services provided by or on the order of a Physician who is a licensed Specialist or Consultant who was referred to You by a General Practitioner. |
| 3. Outpatient Laboratory and X-ray Services | <p>We will cover You for any laboratory testing, radiographic and nuclear medicine procedures used to diagnose or treat medical conditions that is provided by or ordered by a Physician.</p> <p>CT scans, MRI, PET Scan, Amyloid Scan are subject to co-takaful stated in the Personal Certificate.</p> |
| 4. Outpatient Prescription Drugs | We will cover You for any drugs and medications prescribed by the order of a Physician to you as an Outpatient. |

Conditions for Cover

- i. The cover under this section is subject to the limit and deductible stated on the Personal Certificate.
- ii. Deductible shall be applicable on a 'per Disability per Person Covered' basis.
- iii. Cover under this section does not include expenses recoverable under any other type of cover covered in the Contract.
- iv. Cover under this section is only applicable for medical treatments done in RIPAS Hospital or any other Brunei government hospitals or clinics.
- v. Coverage of Pre-Existing Conditions for those aged 66 and above does not include:
 - a. All types 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.
- vi. Any condition that becomes chronic (acute phases of that condition will be covered).

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. Emotional, mental or psychiatric illness, psychological disorders.
2. Self-inflicted injury, suicide.
3. Drug addiction or abuse, alcohol and substance abuse.
4. Any treatment arising from causes which are prohibited by Syariah.
5. Sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
6. Your bad faith, participation in criminal acts, or as a result of fraudulent, seriously negligent or reckless actions, including actions in a state of derangement or under psychiatric treatment.
7. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms, including hormonal replacement therapy, polycystic ovarian syndrome and related conditions.
8. 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.
9. Engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
10. Communicable diseases, including but not limited to pandemics and epidemics.
11. Routine check-ups, vision and hearing aids, diagnostic procedures for vision or hearing aids, cosmetic and elective procedures or treatments, circumcision, fertility treatments, alternative medicine, cosmetic treatment or surgeries, or any non-emergency medical care.
12. Any tax levied on any medical treatments or any costs arising out of any dispute or litigation with the medical provider providing treatment.
13. Any medical expenses for treatments outside RIPAS Hospital or any Brunei government hospitals except for when referred by RIPAS Hospital or any other Brunei government hospitals.
14. All types 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.
15. Any condition that becomes chronic (acute phases of that condition will be covered).
16. Dental treatments or oral surgery (unless caused by an accident).
17. Pre-Existing Conditions known to You before the commencement of Your Contract (unless Your plan includes coverage for Pre-Existing Conditions).
18. Cornea, muscular, skeletal, human organ or tissue transplant.
19. Experimental or pioneering or advanced medical and surgical techniques.
20. 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.
21. Non-medical personal services (i.e., telephone, television, newspapers etc.), 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.
22. Any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
23. Any nuclear weapon or device or chemical or biological agent or radioactive contamination.
24. Costs for transportation owned or leased by the employer or for medical treatment at employer operated facilities, including the Person Covered's entitlement to the transportation or medical

treatment by virtue of a contract between their employer and any principal, unless agreed in writing by Us.

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 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) 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 a claim may be based.

2. Documentation and Proof

Claims notification 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.

WAYS OF 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 documentation.

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 & Repatriation from Brunei Darussalam

- a) Submission of detailed Hospital and Physician reports detailing the nature of the loss and extent and along with any relevant police reports, and death certificate and coroner's report is required.
- b) Receipts for all associated costs must be provided.

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.

TAKAFUL PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS

TABARRU'

You entrust Your Contribution to Us, of which 76% will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the 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 Personal Certificate. To this end, You agree to give 24% 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 a performance fee for continuously ensuring the Takaful fund is managed in a responsible and sustainable manner at a percentage as approved by Our Syariah Advisory Body which 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 Syariah principles, which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by Our Syariah 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 the discretion of Us 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 benefit of the takaful participants and the General Takaful Fund itself.

PRIVACY AND DATA HANDLING

We are committed to protecting Your privacy and handling Your personal data in accordance with applicable laws and regulations. By obtaining and using this 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 [here](#) 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 Cover, You must fall under the following categories:

1.1. Covered Persons

- a. Brunei Darussalam Permanent Residents, including:
 - i. Foreign Nationals contributing to Brunei's Economy;
 - ii. Professionals; and
 - iii. All other Permanent Residents.
- b. Domestic Helpers employed in Brunei Darussalam holding a valid work pass.
- c. Foreign Workers employed by companies incorporated in Brunei Darussalam holding a valid work pass.

1.2. Age Eligibility

- a. Permanent Residents: 6 months of age and above.
- b. Domestic Helpers and Foreign Workers: 18 years of age and above.

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 year, You shall be entitled for a full refund of the contribution paid without profit minus the Medical Expenses incurred by Us in considering this application.

3. Amount Covered

All claims are subject to the limits specified in Your Personal Certificate.

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. 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.

8. Waiting Period

The Waiting Period for any illnesses covered under this Contract is thirty (30) days from the Commencement Date. Any renewal made more than thirty (30) days after the Contract expiry date will be subject to a new Waiting Period. No benefits will be payable for any illness occurring within the periods stated above.

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 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 Personal Certificate. 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.

13. Records and Reports

You shall furnish periodically to Us, information relating to the new employees to be covered and terminations of takaful of employees that may be required by Us to administer the cover. Upon request by Us at not more than once a year, You shall furnish a statement to Us of the ages, occupation and such other relevant data concerning the employees as may reasonably be considered to have a bearing on the administration of this Takaful and on the determination of the future Contribution rates. Such information and records shall be open for inspection by Us at any reasonable time.

14. Change of Business, Occupation or Physical Condition

Any changes in declaration from what was previously declared in the application form that, in Our opinion may increase the risk of a claim or any changes on the Contract shall be informed or communicated in writing by registered mail or personally delivered to Us immediately. These include any change in address, business, occupation and trade. Immediate notice of injury, disease, physical defect or infirmity affecting the Person Covered must also be made. Upon failure to do so, We will not be liable to pay the takaful cover.

15. Service Fee

If the Contract is endorsed or cancelled, We shall charge B\$10.00 per contract. No service fee for Contract surrendered during the Cooling Off Period.

16. Treatment of Nominal Payment Amount

For the efficiency of the administration process, any payment amounts due to You which is less than B\$10.00 and has not been collected within 14 days, You hereby agree that the amount shall be made as Tabarru' in the Takaful Fund for the benefits of the takaful participants and the Takaful Fund itself.

17. 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.

18. 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.

19. 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.

20. 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.

21. Non-Assignment

The covers under this Contract are non-assignable.

22. 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 regarding 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.

23. 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 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.

24. Governing Law

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



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WORKMEN'S COMPENSATION PACKAGE TAKAFUL PLAN

PRODUCT WORDING

This **TAKAFUL CONTRACT** is an agreement between **TAKAFUL BRUNEI AM SDN BHD** (hereinafter referred to as "Us/We") and the **PARTICIPANT** (hereinafter referred to as "You").

You have applied for this Contract 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 (hereinafter 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 cover 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.

Conditions Precedent to Our Liability of this Contract

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 You, and the truth of the statements and answers in the application and declaration, shall be conditions precedent to any liability on Us to make payment 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 the issue of the Contract, cover note, extension(s), renewal endorsement(s) (as the case may be) UNLESS You are given a specific grace period by Us.

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

TABLE OF CONTENTS

MEANING OF WORDS	3
SECTION 1 - WORKMEN'S COMPENSATION	5
SECTION 2 - PERSONAL ACCIDENT (OUTSIDE WORKING HOURS)	7
SECTION 3 - DAILY HOSPITAL ALLOWANCE	9
SECTION 4 - DEATH BENEFIT	9
SECTION 5 - REPATRIATION EXPENSES.....	9
CLAIMS CONDITIONS FOR BENEFIT	11
TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS	12
PRIVACY AND DATA HANDLING.....	12
GENERAL CONDITIONS	13

MEANING OF WORDS

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

Accident/Accidental	Unforeseen event, which is caused solely and directly by external (except in the case of drowning or of internal injury revealed by autopsy), violent, sudden, and Accidental means.
Acts of Terrorism	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.
Contribution	The sum(s) specified as Takaful Contribution in Your Personal Certificate.
Contract / Takaful Contract	The Personal Certificate, Product Wordings, Endorsements and application form.
Commencement Date	The date of commencement or renewal of cover, as shown on the Personal Certificate or Endorsement.
Personal Certificate	The Personal Certificate that shows Your corporate details, details of Your Contribution, Endorsements and cover.
Endorsement	<p>All alterations or amendments to Your Personal Certificate or Your Contract issued therewith which We have made or which You have asked for and We have agreed to.</p> <p>Your Personal Certificate will show details of any Endorsement(s).</p>
Injury	Bodily injury which is caused solely and directly by Accident.
Medical Practitioner	<p>A qualified and registered Medical Practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training.</p> <p>The attending Medical Practitioner shall not be You or Your business partner, employer, employee, agent, or person who is related to the Person Covered in any way.</p>
Participant / You / Your	The person named in Your Personal Certificate.

Period of Takaful	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.
Person Covered	The name(s) of Your employee(s) which You have provided to Us to be covered under the Contract.
Pollutants	Any solid, liquid gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalies, chemicals, and waste material, waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.
Product Wording	Specific terms, conditions, and coverage details outlined in Your Contract.
Pre-Existing Conditions	Any Injury, illness, disease, condition or symptom: <ul style="list-style-type: none"> a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the Commencement Date of the Contract for the Person Covered concerned; or b) which originated or was known to exist by the Person Covered (or anyone covered under the Contract) prior to the Commencement Date of the Contract whether or not treatment or medication or advice or diagnosis was sought or received.
Tabarru'	The portion of the Contribution paid by You that is donated to the Takaful Fund to help other participants in need.
Takaful Brunei Am Sdn Bhd / We / Our / Us	A company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam.
Wakalah	A contract whereby You appoint Us as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund in the event of claim and You agree to give Wakalah Fee for the aforementioned services.

SECTION 1 - WORKMEN'S COMPENSATION

NOW, THIS CONTRACT WITNESSES that if at any time during the Period of Takaful shown in Your Personal Certificate, the Person Covered in Your immediate service sustains Injury by Accident or disease arising out of and in the course of their employment by You, and if You are liable to pay compensation for such Injury either under **Workmen's Compensation Act (Revised Edition, 1984)** (hereinafter referred to as "the **Law**").

Subject to the terms, exceptions, and conditions contained herein or endorsed hereon, We will indemnify You against all sums for which You shall be so liable.

PROVIDED ALWAYS that in the event of any changes in the Law or the substitution of other legislation thereof, this Contract shall remain in force. However, Our liability shall be limited to such sum as We would have been liable to pay if the Law had remained unaltered.

EXCEPTIONS

We 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.

(ii) Other Contractors Employee

Your liability to employees of contractors appointed by You.

(iii) Other Agreements

a) Any of Your liability, which attaches by virtue of an agreement, but which would not have attached in You and such party.

b) Any sum, which You would have been entitled to recover from any party, but for an agreement between You and such party.

(iv) War

Any Injury, by Accident or disease, which is directly attributable to:

a) War, invasion, acts of foreign enemies, hostilities, or warlike operations (regardless of whether war is declared), civil war.

b) 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"

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 by You that is prohibited by law or Shariah.
- (vii) Suicide**
Attempted suicide or self-inflicted Injury by the Person Covered or by You whilst sane or insane.
- (viii) Breach of Law**
Any breach of any law by You or Person Covered inclusive to those which resulted in imprisonment, or any assault provoked by You or Person Covered.
- (ix) Alcohol and Drugs**
Death or Injury to the Person Covered caused by consumption or whilst under the influence of alcohol, drugs, hallucinogenic substances whether or not below any prescribed limits.
- (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**
No cover shall be payable if the Person Covered is found to be infected by any Human Immunodeficiency Virus (HIV) or other sexually transmitted disease.
- (xv) Drilling, Exploration, Dredging Work and Related Activities**
Any dredging, drilling, offshore exploration or production including all related construction operations

(xvi) Work Related to Petroleum, Gasoline, Liquid or Gaseous Fuels

Any drilling, refining, processing, extraction, exploitation and transportation and work activities related to core oil, petroleum, gasoline, liquid or gaseous fuels.

(xvii) Absolute Pollution

- a) Any Injury or property damage arising out of the actual or threatened discharge, dispersal, release or escape of Pollutants, anywhere in the world;
- b) Any loss, cost or expense arising out of any governmental direction or request that You, or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;
- c) Any loss, cost or expense, including but not limited to costs of investigation or attorneys' fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize Pollutants.

SECTION 2 - PERSONAL ACCIDENT (OUTSIDE WORKING HOURS)

Cover Under This Section

We will indemnify the Person Covered, up to the amount specified in Your Personal Certificate, if the Person Covered suffers Injury resulting solely and directly from Accident, and such 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, We will pay the cover to You or the Person Covered's successor in title as trustees. However, this payment shall not exceed the amount covered as specified in Your Personal Certificate or as endorsed herein.

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

Special Provisions Under This Section

- a) No cover shall be payable under this Contract until the total amount of such cover has been ascertained and agreed upon.
- b) Accidental death shall not in any way be presumed by reason of the Person Covered's disappearance, except in the event of the total loss by shipwreck of the ship/boat or plane crash in which Person Covered was travelling, and Person Covered's body has not been found within twelve (12) months after the date of such event. We, upon being satisfied with the evidence available, accept that his death has been established.
- c) Provided at any time if payment have been paid by Us in settlement of a claim in such circumstances, the Person Covered is found to be living, any sum so paid by Us shall be refunded forthwith.
- d) This cover shall not apply to a Person Covered who has attained the age of 65 years.
- e) If payment is paid under this cover, then cover under "Workmen's Compensation Act" or "Death Benefit" is not applicable.

Special Exclusion Under This Section

We 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, Our 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, We reserve the right to determine a percentage of disablement, which, in Our 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 cover 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 cover under Benefits A and B by that amount from the date of the Accident until the expiration of the Contract.

SECTION 3 - DAILY HOSPITAL ALLOWANCE

Cover Under This Section

In the event of the Person Covered being in-patient or confined in a licensed and recognized hospital, We will pay the Person Covered a daily hospital allowance as per amount specified in Your Personal Certificate for the period of the Person Covered confinement, up to a maximum of sixty (60) days.

This cover 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 cover is **Brunei Darussalam**.

SECTION 4 - DEATH BENEFIT

Cover Under This Section

We will, subject to the terms of this cover, pay to You or the Person Covered's successor in title as trustees in respect of the Person Covered's death due to illness or natural death which occurs during the Period of Takaful up to the amount specified in Your Personal Certificate.

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

Special Provision Under This Section

If payment is paid under this cover, then cover under "Workmen's Compensation Act" or "Personal Accident" is not applicable.

SECTION 5 - REPATRIATION EXPENSES

Cover Under This Section

We will reimburse You, subject to the terms of this cover and upon satisfactory proof, up to the amount specified in Your Personal Certificate for the Repatriation Expenses incurred:

- (a) If, during the Period of Takaful, the Person Covered sustain 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 cover is **Brunei Darussalam**.

Amount of Cover and Payment of Claim

The amount covered payable under repatriation shall be equal to the actual charges made by the relevant parties and shall not exceed the maximum amount shown in Your Personal Certificate and limit to one destination only.

Proof of Claim

The following original documents are considered as valid proofs by Us:

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

CLAIMS CONDITIONS FOR BENEFIT

Notice of Claims

In the event of any occurrence that may give rise to a claim under this Contract, You must furnish a written notice of death, Injury, or sickness upon which a claim may be based, to Us 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 Us on forms provided by Us 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 Us immediately upon receipt.

Notice must also be given to Us immediately upon Your knowledge of any impending legal action, prosecution, inquest, or fatal inquiry in connection with any such occurrence. We reserve the right to reject any claim if notification and affirmative proof 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

You 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

We shall have the right and opportunity, through Our 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 Us must be furnished at Your expense and shall be in such form and of such nature as We 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 You or by anyone on Your behalf to obtain any cover(s) under this Contract, or if the loss or damage is occasioned by Your willful act or connivance, all covers under this Contract shall be forfeited and withdrawn, and We 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 You in title for the Person Covered, and You shall be liable for any estate duty and other expenses which may become payable in respect thereof. Any receipt or discharge that You may give to Us for any cover under this Contract shall be deemed a final and complete discharge Us of all liability.

TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS

TABARRU'

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

WAKALAH

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

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Us in a manner deemed fit by Us and in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by Our Shariah Advisory Body, the underwriting surplus 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 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 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 [here](#) to understand how Your data is managed and the measures We take to ensure Your privacy is respected.

GENERAL CONDITIONS

Contract

This Product Wording, the Personal Certificate, any Endorsements and the application form 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

Our liability is conditional upon the observance by You 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 Us by registered mail or personally delivered to Us.

Prevention of Accident and Disease

You 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

You shall comply with the Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam including all amendments as may be enacted from time to time.

Conduct and Control of Proceedings

No admission, offer, promise or payment shall be made by or on behalf of You without Our consent, which We shall be entitled, if We so desire, to take over the conduct in Your name the defense or settlement and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. You shall provide all necessary information and assistance as required by Us.

Warranty of Disclosure of Full Salary, Wages, Financial Benefit

You shall warrant Us that You have declared the full salary, wages, and other financial benefits of persons to be covered for the purpose of calculating the 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 You, and where the manner of calculating 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 You 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 cover provided in this Contract, it is hereby understood and agreed by You that if the salary, wages, and other financial benefits of Persons Covered herein stated or declared in writing to Us are less than the actual wages paid or payable to the Persons Covered corresponding to the relevant Period of Takaful cover, the liability to Us in respect of any claim under this Contract shall be proportionately reduced, and We are not obliged to indemnify You 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 You or any other person or persons, covering the same Person Covered, We shall not be liable to pay or contribute more than its ratable proportion of such claim in relation to Our maximum liability under this Contract.

Cancellation of Contract

You may cancel this Contract 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 Period of Takaful, You shall be entitled for a refund of the net Contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired Period of Takaful.

We may also cancel this Contract by giving a 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, provided that no claim has been made during the Period of Takaful, You shall be entitled for a refund of the net Contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired Period of Takaful.

Service Charge

In the event that the Contract is Endorsed or cancelled, We shall charge B\$10.00 per Contract.

Treatment of Nominal Payment Amount

For the efficiency of the administration process, any payment amounts due to You which is less than B\$10.00 and has not been collected within 14 days, You hereby agree that the amount shall be made as Tabarru' (donation) in the Takaful Fund for the benefits of the takaful participants and the Takaful Fund itself.

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 Your employment; or
- IV. The cancellation of the Contract on the Person Covered.

Records and Reports

You shall keep a record of the Person Covered under the Contract containing, for each person, the essential particulars of the covers. You shall furnish to Us such information concerning the persons eligible for the cover under the Contract as may reasonably be considered to have a bearing on the administration of the cover of the Contract and on the determination of the Contribution rates. Such records of the Person Covered shall be open for inspection by Us 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 Us within six (6) months after the expiry of this Contract, We shall not be liable to indemnify You under this Contract for any claims whatsoever by the Person Covered on You.

Territorial Limit

It is hereby agreed and subject to the provisions, warranties, terms, and conditions of this Contract, the territorial limit of covers under this Contract shall be limited to Injuries inflicted and diseases contracted within the territorial limit of Brunei Darussalam. We shall not be liable for any liability outside the territorial limit.

Disclosure of Pre-Existing Condition

You are under obligation to inform Us in the application form or otherwise in writing by registered mail or personally delivered to Us prior to and after the engagement of the cover, of any Pre-Existing Conditions of the Person Covered that may increase the risk of a claim, prior to the Commencement Date and every Period of Takaful and from period to period of takaful cover following from the Commencement Date. We will not be liable for any claims that are due to Pre-Existing Conditions.

Communicable Diseases

We will not be liable for any claims that are due to communicable diseases which require the Person Covered to be under isolation or quarantine by law in the event of an epidemic or pandemic.

Change of Business, Occupation, or Physical Condition

You shall give immediate notice to Us of any change in declaration from what was previously declared in the application form that, in Our opinion, may increase the risk of a claim or any changes on the Contract shall be informed or communicated in writing by registered mail or personally delivered to Us. 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, We will not be liable to pay the cover.

Claims Cooperation Clause

In the event of a 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 fourteen (14) 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, settlement or defence of such claims or suits notified to Us.

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

Evidence of Age

We reserve the rights at any time to require that the age of the Person Covered under this Contract shall be proved to Our satisfaction. Evidence of age of a Person Covered satisfactory to Us will be required before any cover 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 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 conditions We may impose.

No Assignment

The covers under this Contract shall be non-assignable.

Subrogation of Rights

You shall, at Our expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required to be done on Your 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.

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 Contract 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.

Endorsement W76

In consideration of contribution being paid on the total earnings of all employees not being workmen within the meaning of the Workmen's Compensation Act 1957 (Brunei Darussalam) it is hereby agreed that We will not, in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in Your service as set forth in the said Personal Certificate, raise the defense that such employee is not a workmen within the meaning of the aforesaid Acts.

Endorsement W77

In consideration of the contribution being paid on the total earnings of the employees described in the Personal Certificate hereunder, not being workmen as defined in the Workmen's Compensation Act, Chap 74, it is hereby agreed that the Personal Certificate is extended to indemnify You in respect of Your liability at Common Law for accidents to such employee arising out of and in the course of employment.

Occupational Disease Clause

This Contract extends to cover occupational diseases arising out of and in the course of employment. Occupational diseases shall include but not limited to diseases or injuries listed under Section 5 in Workmen's Compensation Act (Revised Edition, 1984). You shall provide proof to Us that the disease or Injury arose out of and in the course of employment.