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## **TBA AS SYIFA (MEDICAL) – GROUP GOVERNMENT HOSPITAL PLAN (GGHP)**

### **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, Corporate 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:

<b>Accident</b>	An unforeseen event, which is caused solely and directly by external, violent, sudden, and accidental means.
<b>Application Form</b>	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.
<b>Cancer</b>	Any malignant tumour positively diagnosed with historical confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue.  The term malignant includes leukemia, lymphoma and sarcoma.
<b>Chronic Condition</b>	Conditions which, with current medical knowledge, treatment can alleviate but not cure.
<b>Co-Takaful</b>	The proportion of medical expenses claims which the Person Covered must pay.
<b>Confinement</b>	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.
<b>Contract</b>	The Application Form, Corporate Personal Certificate, product wordings, and any Endorsements.
<b>Contribution</b>	The sum(s) specified as takaful contribution in Your Corporate Personal Certificate.
<b>Commencement Date</b>	The effective date on which Your new or renewed coverage begins, as stated on the Corporate Personal Certificate or endorsement.
<b>Corporate Personal Certificate</b>	The Corporate Personal Certificate that shows Your personal details, details of Your cover, endorsements, and contribution. The Corporate Personal Certificate is issued to You with Your Product Wording.
<b>Deductible</b>	The amount the Person Covered must contribute towards the cost of each claim or course of treatment.
<b>Dependents</b>	<i>Children</i> Participant's unmarried and unemployed biological children whose age next birthday 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.

*Spouse*

Person Covered's legal spouse.

<b>Disability</b>	<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>
<b>Endorsement</b>	<p>The authorised variation or amendment to Your Contract.</p>
<b>Hospital / Government Hospital</b>	<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>
<b>Illness</b>	<p>Sickness or disease contracted and/or commencing after thirty (30) days following the Commencement Date or date of Endorsement, whichever is later.</p>
<b>Injury</b>	<p>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.</p>
<b>Medical Expenses</b>	<p>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.</p>
<b>Participant / You / Your</b>	<p>The person named in the Corporate Personal Certificate.</p>
<b>Period of Takaful</b>	<p>The Period of Takaful specified in the Corporate Personal Certificate and includes any extensions that are granted at Our discretion.</p>
<b>Person Covered</b>	<p>The person to be covered under the Corporate Personal Certificate, subject to the eligibility criteria.</p>
<b>Physician</b>	<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>
<b>Pre-Existing Conditions</b>	<p>Any injury, illness, condition or symptom:</p> <ul style="list-style-type: none"><li>a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the Commencement Date of the Contract for the Person Covered concerned; or</li><li>b) which originated or was known to exist by the Person Covered (or anyone covered under the Contract) prior to the</li></ul>

Commencement Date of the Contract whether treatment or medication or advice or diagnosis was sought or received

<b>Product Wording</b>	The specific terms, conditions, and coverage details outlined in Your Contract.
<b>Reasonable and Customary Charges</b>	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.
<b>RIPAS Hospital</b>	Raja Isteri Pengiran Anak Saleha Hospital.
<b>Tabarru'</b>	The portion of the Contribution paid by You that is donated to the takaful fund to help other participants in need.
<b>Takaful Brunei Am Sdn Bhd / We / Our / Us</b>	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.
<b>Waiting Period</b>	The period from Commencement Date of the Contract / Endorsement before a claim is payable.
<b>Wakalah</b>	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 Corporate Personal Certificate year limit basis:

- |   |   |
|---|---|
| <b>1. Hospital Room and Board</b>                               | We will cover for Hospital accommodation, meal charges, nursing care and intensive unit care charges.   |
| <b>2. Hospital Miscellaneous Expenses</b>                       | 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.  |
| <b>3. In-Hospital Doctor Visits</b>                             | We will cover You for the regular and customary charges for visits made by a Physician in the hospital.   |
| <b>4. Surgical Benefits &amp; Day Care Surgery</b>              | <p>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.</p> <p>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.</p> |
| <b>5. Accidental Outpatient and Accidental Dental Treatment</b> | 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.   |
| <b>6. Pre-Hospital Diagnostic Services</b>                      | 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.   |
| <b>7. Post-Hospital Follow-Up Treatment</b>                     | 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.   |
| <b>8. Local Ambulance Fees</b>                                  | We will cover You for all medically necessary land transportation to the Hospital.  |
| <b>9. Compassionate Benefit</b>                                 | 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.  |
| <b>10. Repatriation from Brunei Darussalam</b>                  | We will cover You for all expenses reasonable and unavoidably incurred in the air and surface transportation from Brunei Darussalam to Your home country in the event of an Accident or Illness resulting in death or hospitalization that subsequently renders You unfit to attend to Your   |

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 Corporate 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:***

- |  |  |
|--|--|
| <b>1. General Outpatient Services</b>              | We will cover You all medically and necessary Outpatient treatment and services provided by or on the order of a Physician to You.   |
| <b>2. Specialist Outpatient Services</b>           | 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.   |
| <b>3. Outpatient Laboratory and X-ray Services</b> | <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 Corporate Personal Certificate.</p> |
| <b>4. Outpatient Prescription Drugs</b>            | 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 Corporate 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 65% 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 35% of the Contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us as 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.
- d. Dependents who are foreign nationals.

### 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 Corporate 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 Corporate 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 You 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 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. Automatic Inclusions and Deletions Clause**

With effect from the Commencement Date in the Contract or in any Endorsements to the Contract, whichever is the latter, it is hereby agreed that We shall automatically cover any new employee under this Contract effective immediately on the first day of his employment, provided that notice of such inclusion be given to Us in writing within thirty (30) days from the commencement date of employment or any extended period agreed by Us and the additional Contribution as required by Us be duly paid. Similarly, the cover on any Person Covered shall automatically terminate on the date of termination of the employment.

### **16. Automatic Termination of Cover**

Cover shall automatically be terminated on the date of the following events, whichever occurs first:

- (i) The Contract or cover thereunder properly terminates;
- (ii) The Person Covered ceases to be eligible;
- (iii) The Eligibility definition is changed to exclude the Person Covered;
- (iv) The Person Covered's employment with You terminates;
- (v) The Person Covered ceases to be in full time active service;
- (vi) The Contribution is not received by Us within thirty (30) days from the Commencement Date.

In addition to the foregoing conditions, cover shall also terminate automatically in respect of any Dependent on the date of the following events, whichever occurs first:

- (i) Cover terminates on the employee to whom the Dependent is related
- (ii) The Dependent ceases to be a Dependent as defined in the Contract.

### **17. Selection of Employees**

As a condition precedent to Our liability, You will take reasonable steps to establish the good health and suitability for the employment of all new staff as appropriate and shall not permit to be Person Covered hereunder any person known by You at the date of employment to be in need of or likely to require in hospital treatment covered by the Contract unless such facts are fully disclosed and accepted by Us in writing prior to commencement of cover for the Person Covered concerned.

### **18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. Non-Assignment**

The covers under this Contract are non-assignable.

**25. 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.

**26. 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.



**27. Governing Law**

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