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# MUSAFIR (TRAVEL) TAKAFUL PRODUCT WORDING

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

You have applied for this Takaful Contract with an Application for Musafir (Travel) Takaful form and by signing a declaration therein. In return for the Contribution, We will cover You against loss, damage or legal liability arising during the Period of Takaful.

## Conditions Precedent to Our Liability under this Takaful Contract

The due observance and fulfillment of the terms of this Contract insofar as they relate to anything to be done or not be done by You and the truth of the statements and answers in the Application for Musafir (Travel) Takaful form shall be conditions precedent to any of Our liability to make any payment of benefit under this Contract.

## Time of Payment of Contribution

The Contribution must be paid to Us or to Our authorized agent(s) at the time of issue of the Cover Note, Contract, Schedule, Endorsement(s) and renewal (as the case may be) UNLESS You are given a specific grace period by Us in writing.

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

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## 24-HOUR EMERGENCY ASSISTANCE

### TBA INTERNATIONAL ASSISTANCE

For overseas travel and medical emergencies, please contact:

**HOTLINE: +65 63404000**

**WHATSAPP: +1 220 222 2115**

(Available 24/7)

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

- Name
- Takaful Certificate Number

### TBA HAJ/UMRAH ASSISTANCE

For overseas medical emergencies in Makkah, Madinah and Jeddah, please contact:

**+966 509227793**

(Available 24/7)

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

- Name
- Takaful Certificate Number

**Note:** TBA Haj/Umrah Assistance is made available to those who have participated in the Haj and Umrah Extension only.

# MEANING OF WORDS

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

<b>Covered Trip</b>	The covered trip, which must be within the Geographical Limits, with the length of the trip not exceeding ninety (90) days will begin at the time when You arrive at the country(s) that is outside of Brunei Darussalam and will end at the time when You arrive back in Brunei Darussalam. Your participation in the takaful must be completed before Your initial departure from Brunei Darussalam.
<b>Endorsement</b>	All alterations or amendments to the wording or cover of Your Contract and for Your Schedule issued therewith which We have made or which You have asked for and We have agreed to. Your Schedule will show details of any Endorsement(s).
<b>Excess</b>	The amount that You must pay towards a claim and is specified in Your Schedule.
<b>Geographical Limits</b>	<p><b>ASEAN</b> – Singapore, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam and including Timor Leste.</p> <p><b>WORLDWIDE</b> – Anywhere in the world (excluding countries that are restricted by the Brunei Darussalam Government and countries that are sanctioned by the United Nations).</p>
<b>Haj/Umrah Panel Medical Centers</b>	<p>Haj/Umrah Panel Medical Centers include:</p> <ol style="list-style-type: none"><li>1. Wahat Al-Shifa 3 Polyclinic, Al Majhar, Industrial City 1, Jeddah, Saudi Arabia. ☎ +966-12-920007501</li><li>2. Wahat Al-Shifa 2 Polyclinic, Madinah, Zarah Ibn Amir Al Rayah, Saudi Arabia, 42313, P.O. Box 6847. ☎ +966-12-920007501</li><li>3. Al Zahra Hospital, Ali bin Abi Talib Street, Madinah 42316, Kingdom of Saudi Arabia ☎ +966-14-84888808</li><li>4. Al Shefa Hospital, Al Mansur, Al Hindawiyyah, Mecca 24232, Kingdom of Saudi Arabia. ☎ +966-12- 5333555</li><li>5. Albayt Medical Centre, Clock Tower P11, Mecca, Saudi Arabia. ☎ +966-12-5718400</li></ol>
<b>Immediate Family Member</b>	Your spouse, children, parents, grandparents, or siblings.
<b>Participant/You/Your</b>	The person or people named in Your Schedule.
<b>Period of Takaful</b>	This is a period which You are covered for and is shown in Your Schedule and may include any extension(s) thereof as may be granted at Our discretion.
<b>Permanent Total Disability</b>	Disablement that has continued uninterruptedly for a period of at least six (6) months from the date of accident that caused the bodily injury and disablement that in all probability will continue for the remainder of Your life, supported by a written statement from a doctor.

<b>Pre-Existing Conditions</b>	<p>Any injury, illness, condition, or symptom:</p> <ol style="list-style-type: none"> <li>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</li> <li>Which originated or was known to exist by the person covered (or anyone covered under the Contract) prior to the commencement of the Contract whether treatment or medication or advice or diagnosis was sought or received.</li> </ol>
<b>Quarantine Order</b>	Quarantine order issued by the applicable government/authority directing the Participant to stay at home or at a government arranged accommodation or at another quarantine address until the date that stated on the quarantine order (if issued).
<b>Schedule</b>	The schedule shows Your personal details, details of Your cover, Endorsement(s), and Contribution. The Schedule is issued to You with Your Contract.
<b>Security Event</b>	Any situation jeopardizing the safety of the participant, which includes civil unrest, natural disasters, and political instability.
<b>Serious Medical Emergencies</b>	This refers to medical emergencies that require urgent remedial treatment to avoid death or serious impairment to Your immediate or long-term health prospects, which will be determined based on Your geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities, inclusive of emergencies arising from Pre-Existing Conditions.
<b>Takaful Brunei Am Sdn Bhd/We/Our/Us</b>	Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei Darussalam with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam.
<b>Contract</b>	The certificate issued by Us in accordance with the provisions of the Laws of Brunei Darussalam, which is evidence that You have a valid Takaful cover with Us and, which has not expired or has not been cancelled.
<b>Contribution</b>	The sum(s) specified as Contribution in Your Schedule.
<b>TBA International Assistance</b>	TBA International Assistance provides 24-hour medical and travel assistance, and other related emergency services worldwide for this Contract.
<b>TBA Haj/Umrah Assistance</b>	<p>TBA Haj/Umrah Assistance provides 24-hour assistance for medical treatments, emergency dental care, medical evacuation, repatriation, compassionate benefit only during Your Haj and Umrah trip.</p> <p>TBA Haj/Umrah Assistance services are available in Makkah, Madinah and Jeddah only and are limited to the Haj/Umrah Panel Medical Centers.</p> <p>Applicable only for participants who take up the Haj and Umrah Extension.</p>
<b>Third Party</b>	A person or persons who make(s) a claim or claims against You under this Contract.
<b>Travel Misconnection</b>	When a covered reason causes You to miss a scheduled flight connection. The misconnection is deemed to have occurred when the covered reason leads to Your inability to make the scheduled flight connection. The waiting time of each misconnection ends when the waiting time is over, which is when You are boarded on another flight or alternative means of transportation to Your intended destination.

<b>Trip Cancellation</b>	When a covered reason causes You to cancel Your Covered Trip before leaving Your departure point.
<b>Trip Curtailment</b>	When a covered reason occurs during Your Covered Trip, which causes an early return to Your departure point.
<b>Trip Delay</b>	When a covered reason occurs during Your Covered Trip, which causes a delay in Your scheduled itinerary within Your Covered Trip. The delay begins when the covered reason occurs and extends until the time You are boarded on the flight or transportation to Your intended destination.
<b>Trip Interruption</b>	When a covered reason occurs during Your Covered Trip, which causes a delayed return to Your departure point beyond Your scheduled return date.

# YOUR MUSAFIR (TRAVEL) TAKAFUL COVER

## SECTION 1 – PERSONAL ACCIDENT

### *What You are covered for:*

**Indemnification** We will indemnify You in the event of Your Accidental Death and in the event that You sustained physical bodily injury that causes Permanent Total Disability during the Covered Trip in accordance with Your Schedule.

**Other loss** In the event of permanent disablement due to loss of use of a part(s) of a body that is not specified under the Schedule of Benefits under Section 1, the percentage of compensation shall be assessed in proportion to the degree of disability in comparison to similar cases.

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

**This section does not cover**

- a) Death or bodily injury that is sustained by You as a result of anything other than direct, external, violent, visible and accidental means during the Covered Trip.
- b) Death or loss sustained occurring twelve (12) months after the date of the accident.

### Schedule of Benefits under Section 1

No.	Description of Injury	Percentage (%) of Compensation
1.	Loss of Life	100
2.	Loss of Both Hands	100
3.	Loss of Both Feet	100
4.	Loss of All Sight of Both Eyes	100
5.	Loss of All Hearing of Both Ears	50
6.	Loss of All Sight of One Eye	30
7.	Loss of All Hearing on One Ear	10
8.	Loss of Arm at Shoulder	60
9.	Loss of Arm Below Shoulder Before Elbow	50
10.	Loss of Arm Below Elbow	47.5
11.	Loss of Arm Below Elbow Before Wrist	45
12.	Loss of Hand Below Wrist	42.5
13.	Loss of Four Fingers and Thumb of One Hand	42.5
14.	Loss of Four Fingers of One Hand	35
15.	Loss of Whole Thumb	25
16.	Loss of Whole Index Finger	10
17.	Loss of Middle Finger	6
18.	Loss of Ring Finger	5
19.	Loss of Whole Little Finger	4
20.	Loss of Leg at the Hip	70
21.	Loss of Leg Below Hip Before Knee	50
22.	Loss of Leg Below Knee	35
23.	Loss of All Toes of One Foot	15
24.	Loss of Big Toe	5
25.	Loss of One Other Toe	1

'Loss' shall mean the physical, permanent, and total loss of use sustained by You in consequence of the happening of an accident.

## **SECTION 2 – MEDICAL EXPENSES ABROAD**

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

<b>Indemnification</b>	We will cover You for medical expenses, up to the amount specified on the Schedule.
<b>COVID-19</b>	We will cover You for medical expenses caused by COVID-19 up to the sublimit amount specified on the Schedule.
<b>Serious Medical Emergencies</b>	We will cover You for medical expenses arising from Serious Medical Emergencies up to the amount specified on the Schedule.
<b>Conditions for Cover</b>	<ul style="list-style-type: none"><li>a) Medical expenses must be the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees, and pharmaceutical product costs.</li><li>b) Medical expenses must be prescribed by the attending doctor.</li><li>c) Medical expenses incurred must be a result of any accident or illnesses during the Covered Trip.</li><li>d) Medical expenses must be in accordance with Your Schedule per person per trip, or per year (in the case of annual cover).</li><li>e) Any medical expenses must be evidenced with relevant original documentation and receipts as per Claims Procedure.</li></ul>
<b>Excess</b>	Each and every claim shall be a subject to an excess of B\$50.00

### **EXTENSION**

<b>Haj and Umrah Extension</b>	In consideration of additional contribution, We will cover You for medical expenses, including Pre-Existing Conditions, regardless of whether these treatments derive from Serious Medical Emergencies, up to the amount specified on the Schedule, limited to the Haj/Umrah Panel Medical Centers.
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### **Applicable for the Haj and Umrah Extension only:**

<b>Pre-Existing Conditions</b>	For Pre-Existing Conditions, the sublimit amount specified on the Schedule shall apply.
<b>Excess</b>	No Excess is applied to Medical Expenses under this extension.



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

- This section does not cover**
- a) Any known conditions or circumstances prior to the inception of the Contract or Endorsement or prior to any trip.
  - b) Any expenses not directly related to medical treatment are excluded, including, but not limited to, accommodation, travel expenses, and COVID-19 swab-tests.
  - c) Any expenses related to any Quarantine Order issued by the relevant authorities or any government of a country, which does not require hospitalization; or
  - d) Any expenses relating to specialist treatment, which are not prescribed or referred by a doctor in general practice.

### **SECTION 3 – EMERGENCY DENTAL CARE ABROAD**

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

**Indemnification**                      If necessary, We will provide You cover for emergency dental care required during the Covered Trip. The cover is restricted to the treatment of pain, infection and removal of the tooth affected. The maximum limit of the expenses for this benefit will be in accordance with the Schedule, or per annum and in accordance with the aggregate limit (in case of annual cover).

### **SECTION 4 – COMPASSIONATE BENEFIT**

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

**Assistance**                              In the event of Your demise, Your family may opt for Your final care to be done at the country of Your passing, subject to relevant government regulations. TBA International Assistance or TBA Haj/Umrah Assistance (as applicable) will assist to engage local correspondent to arrange the necessary plans for Your final care with Your family or next of kin's consent. We will cover the costs up to the amount specified in Your Schedule.

### **SECTION 5 – BAGGAGE DELAY**

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

**Cash Benefit**                              In the event that Your baggage is delayed or misdirected or misplaced by the carrier, including but is not limited to airline or any other carrier services upon arrival at the destination of the covered trip, We will provide You with a cash benefit up to the amount specified in Your Schedule, subject to the maximum limit.

**Conditions for Cover**                      In the event of baggage delay, You must immediately obtain a written statement or official baggage irregularity report from the carrier not later than twenty-four (24) hours after becoming aware of the delay.

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

- This section does not cover**
- a) Any delay as a result of any detention or confiscation by customs or any other officials or authorities.
  - b) If Your baggage is delayed or misdirected or misplaced on Your return to Brunei Darussalam.

## **SECTION 6 – BAGGAGE (LOST / DAMAGED)**

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

#### **Baggage Lost Cash Benefit**

In the event that Your checked-in baggage is lost due to the carrier's fault, including but not limited to airline or any other carrier services, or Your checked-in baggage is stolen, We will provide You with a cash benefit up to the amount specified in Your Schedule, subject to the maximum limit.

If checked-in baggage is delayed over two (2) weeks, Your checked-in baggage is deemed lost, and You may make a claim for baggage lost under this Section.

#### **Baggage Damage Indemnification**

In the event that Your baggage is damaged due to carrier's fault, including but is not limited to airline or any other carrier services, We will cover You for the repair cost up to the amount specified in Your Schedule.

In the event that the repair cost is more than the value of the baggage We will pay You up to the amount specified in Your Schedule.

If the baggage is proven to be beyond economical repair, We will cover You up to the amount specified in Your Schedule, considering any deductions for depreciation, wear and tear. The claim will be handled as if the baggage were a total loss, and We reserve the right to retain the damaged baggage as salvage.

#### **Conditions for Cover for Baggage Lost or Damaged**

Depreciation for baggage more than two (2) years old will be 10% from the amount of the original purchase value.

In the event that Your baggage is stolen, You must immediately report the incident to the police within twenty-four (24) hours after becoming aware of the incident.

In the event that Your baggage is lost, You must immediately obtain a written statement or official baggage irregularity report from the carrier within twenty-four (24) hours after becoming aware of the incident.

In the event that Your baggage is damaged, You must retain Your bag for our inspection as well as obtaining a written statement or official baggage irregularity report from the carrier within twenty-four (24) hours after becoming aware of the incident.

You must retain Your travel tickets and tags for Our inspection for all claims under this section.

If We pay a claim for the full value of the baggage and it is subsequently recovered or if there is any salvage, then it will become Our property.

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

**This section does not cover**

- a) Any baggage that is not carried on the journey abroad during the Covered Trip and is not owned or held by You.
- b) Any destruction, loss or damage to Your baggage that is caused by Your lack of observation of ordinary and proper due care for the safety of the items covered, including the examination of Your baggage when received.
- c) Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, Chinas, glassware, porcelain, object d'art, set and unset precious and semi-precious gemstones, or jewelry.
- d) Sports equipment whilst in use.
- e) Wear and tear (including scratches, scuff marks, stains, dents, and dirt), moth or vermin, cleaning, repairing, or restoring process, atmospheric or climatic charges, or depreciation in value at Our discretion.
- f) Losses of cash, bank notes, negotiable instruments, bonds and securities and documents of any kind and all expenditure resulting from losses of passports, visas, air tickets and transportation, accommodation, or any other tour vouchers.
- g) Unattended baggage or baggage left behind or losses arising from personal negligence or unexplainable disappearance.
- h) Loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
- i) Loss or damage in consequence of unattended vehicle, unless the baggage or personal effects are locked in a secure area including but not limited to the glove compartment or near boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle and if there is evidence of forcible and violent entry into the vehicle.
- j) Any cabin baggage or hand-carried items.
- k) Any complimentary baggage provided by the travel agent (applicable for baggage damage only).

## **SECTION 7 – TRIP CANCELLATION, TRIP CURTAILMENT AND TRIP INTERRUPTION ABROAD**

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

**Reimbursement**

For Trip Cancellation and Trip Curtailment, We will reimburse You in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and accommodation.

For Trip Curtailment and Trip Interruption, We will reimburse You in respect of any additional travel costs (economy air ticket and accommodation expenses, excluding cost of meals, room service) that are necessarily incurred to alter Your itinerary to return to Brunei Darussalam.

We will reimburse You up to the amount shown in Your Schedule.

**Conditions for Cover**

- a) We will only pay for a claim in respect of either Trip Curtailment or Trip Interruption for the same event, but not both.
- b) Any expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure.

In the event of burglary or major damage leading to Your trip cancellation and curtailment, You must provide Us with satisfactory proof of burglary or major damage.

**Covered Reasons**

- a) Your death, accidental bodily injury or sudden illness, or the death, accidental bodily injury or sudden illness of Your Immediate Family Member.
- b) You or any person with You whom You had arranged to travel, reside or conduct business with being: -
  - i. Quarantined or called for witness or jury services.
  - ii. Called for emergency duty as a member of the armed forces, the defense of civil administration, the police force or the fire and rescue, public utility or medical services.
  - iii. Required to be present at his home or place of business in Brunei Darussalam following burglary or major damage.
- c) The cancellation of scheduled or chartered transport services (including connecting publicly licenses transportation) caused by accident, strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after the Covered Trip is booked or this Contract is affected;
- d) Major damage rendering uninhabitable the accommodation in which You had previously booked to reside during the Covered Trip; and
- e) Failure to obtain visas or other relevant travel permits although You have applied to the relevant consulate or other relevant organizations at least twenty-one (21) days prior to the trip with all required documents.

**Excess**

Each and every claim shall be subject to an excess of B\$100.00

***What You are not covered for:*****This section does not cover**

- a) Any expenses incurred as a result of any conditions or circumstances, such as travel restrictions, which were known to You at the time of the trip was booked or were known to exist, which could have been expected to cause the cancellation, curtailment or interruption of Your Covered Trip.
- b) Any lack of or unreasonable care taken care by You with respect to:
  - i. Travelling to the airport or station.
  - ii. Route to the airport or station.
  - iii. Departure time.
- c) Your travel to a country, specific area, or event when Brunei Darussalam Government or regulatory authority in a country to or from which You are travelling has advised against travelling.

**SECTION 8 – TRIP DELAY*****What You are covered for:*****Cash Benefit**

In the event of trip delay, You will be provided a cash benefit up to the amount specified on the Schedule in excess of six (6) hours of delay from the actual time of departure of the conveyance on which You were booked to travel, as specified in the booking confirmation, subject to the maximum limit in Your Schedule.

**Covered Reasons**

- a) Serious weather conditions.
- b) Technical or mechanical derangement of aircraft or conveyances.
- c) Cancellation or postponement of a flight or vessel due to such derangement.

<b>Conditions for Cover</b>	<ul style="list-style-type: none"> <li>a) You must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for the delay for any claims under this section.</li> <li>b) Claims under this Section shall be calculated from the actual time of departure of the conveyance on which You were booked to travel, as specified in the booking confirmation.</li> </ul>
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***What You are not covered for:***

<b>This section does not cover</b>	<ul style="list-style-type: none"> <li>a) Strike or industrial action or air traffic control delay existing or publicly declared by the date these benefits became effective or when You booked Your trip (whichever is the earliest); or</li> <li>b) The withdrawal from service (temporary or otherwise) of public transport on the orders or recommendation of the regulatory authority in any country. You should refer any claim in this case to the transport operator involved.</li> </ul>
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## **SECTION 9 – MISSED FLIGHT CONNECTION ABROAD**

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

<b>Cash Benefit</b>	In the event of that You face a Travel Misconnection, You will be provided a cash benefit up to the amount specified on the Schedule per delay in excess of four (4) hours of delay, subject to the maximum limit in your Schedule.
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<b>Reimbursement</b>	We will reimburse You should You require a replacement of Your flight ticket or a new flight ticket up to the amount specified on the Schedule.
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<b>Conditions for Cover</b>	<p>We will only be able to cover You for:</p> <ul style="list-style-type: none"> <li>a) Tickets booked and paid at least twenty-four (24) hours before departure.</li> <li>b) Departure or arrival delay on the same booking under one (1) carrier.</li> </ul> <p>In the event that You missed Your pre-booked flight connection, You must obtain a written statement from the carrier or their agent to confirm the travel misconnection.</p>
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***What You are not covered for:***

<b>This section does not cover</b>	<ul style="list-style-type: none"> <li>a) Any circumstances leading to the relevant delay of the connecting flight during Your trip which is existing, expected to, or announced before Your trip was booked.</li> <li>b) Any loss arising from Your late arrival at the connecting airport or port (i.e., arrival at a time later than the time required for check-in or booking-in except for the late arrival due to strike by the employees of the public common carrier).</li> <li>c) Any loss in relation to alternations to schedules that is not verified by the airline, travel agency or other relevant organizations.</li> <li>d) Any delay that is caused by the coach, train, ship or aircraft being ordered by a port authority or the civil aviation authority or similar organization to stop Your trip.</li> <li>e) Where You decline an alternative service to be provided by the public common carrier.</li> <li>f) Any loss not substantiated by written confirmation from the public common carrier on the reason for such delay along with the relevant receipts.</li> <li>g) Where the connecting flight waiting time in the connecting airport is less than four (4) hours.</li> </ul>
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## **SECTION 10 – COMPASSIONATE VISIT**

### *What You are covered for:*

<b>Indemnification</b>	We will cover You, up to the amount shown in Your Schedule, if You are travelling alone and admitted to hospital for more than seven (7) days as a result of an accidental injury or sudden illness covered in this Contract.
<b>Covered Compassionate Visit</b>	We will reimburse You for the reasonable cost of standard accommodation expenses for the Compassionate Visit and TBA International Assistance will pay for the outbound and return journey of one (1) designated Immediate Family Member at Your own choice, from Brunei Darussalam to the place of Your hospitalization up to the amount shown in Your Schedule.

## **SECTION 11 – ESCORT OF MINOR CHILD**

### *What You are covered for:*

<b>Indemnification</b>	TBA International Assistance will provide You a suitable person to look after the minor child Covered during the trip to the hospital where You are hospitalized, or to Brunei Darussalam, whenever there is no other person who could take charge of escorting the child in the event where You suffered of an accidental injury or sudden illness and You were accompanying by Your minor child of below eighteen (18) years of age, and there are no other persons that could accompany the minor child.
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## **SECTION 12 – MEDICAL EVACUATION, REPATRIATION AND REPATRIATION OF MORTAL REMAINS**

### *What You are covered for:*

<b>Indemnification</b>	We will cover You for expenses for Your emergency medical evacuation, emergency medical repatriation and repatriation of mortal remains necessitated by accident, illness or Your death occurring when You are travelling outside Brunei Darussalam.
<b>Assistance for Emergency Medical Evacuation</b>	We will arrange for the air and surface transportation, as well as communication for relocating You to the nearest hospital where appropriate medical care is available. We will cover for the medically necessary expenses of such transportation and communication and all usual and customary ancillary charges incurred in such services.
<b>Assistance for Emergency Medical Repatriation</b>	<p>We will arrange for Your return to Brunei Darussalam by air and surface transportation following an emergency medical evacuation where You are evacuated to a place outside Brunei Darussalam for in hospital treatment. We will cover You for the expenses necessarily and unavoidably incurred in the services.</p> <p>We reserve the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which We were aware at the relevant time.</p>

<b>Assistance for Emergency Mortal Remains</b>	We will arrange for transporting of Your mortal remains from the place of death to Brunei Darussalam and cover You for all expenses reasonably and unavoidably incurred in the air and surface transportation arranged or approved by Us or alternatively, cover the cost of burial at the place of death, subject to any governmental regulations.
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### **SECTION 13 – COMPASSIONATE EMERGENCY LEAVE TO THE COUNTRY OF RESIDENCE FOLLOWING DEATH OF A CLOSE FAMILY MEMBER**

*What You are covered for:*

<b>Indemnification</b>	We will reimburse You the cost of the travel to Brunei Darussalam when You have to curtail Your journey because of the death of an Immediate Family Member, whenever You are unable to travel by Your own means of transport or the means of transport hired for the trip.
<b>In the event of death of a Close Family Member</b>	You will furnish the evidence, documents, or certificates of the event, which caused the journey to be cut short (death certificate).

### **SECTION 14 – HOSPITAL CASH BENEFIT**

*What You are covered for:*

<b>Cash Benefit</b>	We will pay You a cash benefit for each complete day for up to twenty (20) consecutive days for Your hospitalization, subject to limits specified on the Schedule.
<b>Conditions for Cover</b>	<ul style="list-style-type: none"> <li>a) Such hospitalization shall exceed twenty-four (24) hours in duration and that the medical or surgical condition causing treatment as an in-patient is covered by this Takaful.</li> <li>b) Documentation satisfactory to Us is produced in support of any claim under this section, which indicated the date, time duration and place of such hospitalization. A copy of the medical report which states the nature of the illness or disability is also required.</li> <li>c) The cause of such hospitalization is an acute one and does not arise from any pre-existing medical or physical condition.</li> </ul>

## **SECTION 15 – LOSS OF CREDIT CARD ABROAD**

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

#### **Indemnification**

In the event You suffer financial loss as a direct result of the fraudulent use of Your personal credit card(s) following loss arising out of robbery, burglary or theft while You are outside of Brunei Darussalam during the Journey, We will pay for such unauthorized transactions incurring during a maximum of the first twenty-four (24) hours of the loss of the card up to the amount shown in Your Schedule.

#### **In the event of loss credit card abroad**

- a) You must report the loss to the credit card issuer within six (6) hours of the robbery, burglary or theft. Otherwise, no benefit will be payable under this Section.
- b) Claim must be accompanied by a report issued by the credit card issuer evidencing the amount of loss provided that reasonable care of their own credit card was taken to keep it safe as well as all reasonable steps to recover credit card that is lost or stolen.

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

#### **This section does not cover**

- a) Unattended credit cards.
- b) Credit cards not carried with You and which was not locked in Your personal accommodation or stored in a locked safety deposit box or locked safe.
- c) Credit cards left in a motor vehicle.
- d) Credit cards left in checked-in luggage.
- e) Credit cards left in a tent.
- f) Any loss or damage that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.
- g) Losses incurred after twenty-four (24) hours of reporting the credit card lost as the bank must block the card.

## **SECTION 16 – LOSS OF PERSONAL MONEY ABROAD**

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

#### **Indemnification**

We will pay You up to amount shown in Your Schedule in the event of loss or theft of Your personal money during Your Covered Trip.

#### **In the event of loss of personal money abroad**

- a) Report the loss of theft to the police within twenty-four (24) hours of discovering it.
- b) Get a written police report within twenty-four (24) hours of reporting it, or as soon as reasonably possible afterwards.
- c) Present a valid confirmation of the amount of Your personal money, including any foreign currency You are claiming for.
- d) Always take reasonable care of Your own personal money to keep it safe and take all reasonable steps to recover personal money that is lost or stolen.



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

**This section does not cover**

- a) Unattended personal money.
- b) Personal money that is not carried with You and which is not locked in Your personal accommodation or stored in a locked safety deposit box or locked safe if Your accommodation has a locked safety deposit box or locked safe.
- c) Personal money left in a motor vehicle.
- d) Personal money left in checked-in luggage.
- e) Personal money left in a tent.
- f) Any personal money confiscated, detained, or delayed by Customs or other officials.
- g) Any claim for personal money as a result of changes in exchange rates or mistakes.
- h) Any loss or damage that has been or will be reimbursed by any carrier, hotel, travel agent or any other party responsible for the loss or damage.

**SECTION 17 – LOSS OF PASSPORT, DRIVING LICENSE AND NATIONAL IDENTITY CARD**

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

**Indemnification**

We will pay of the expenses incurred for the displacements necessary for obtaining a new passport, driving license, national identity card or equivalent consular document in the event of loss of Your passport, driving license, national identity card while abroad during the Covered Trip. This benefit includes: -

- a) Reasonable travel or accommodation expenses over and above any payment which You would normally have made during Your trip if no loss had been incurred.
- b) The cost of an emergency passport to enable You to continue Your trip as planned.

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

**This section does not cover**

- a) Any costs that You would have incurred had You not lost Your passport.
- b) If You do not exercise reasonable care for the safety or supervision of Your passport.
- c) If You do not obtain a written police report within twenty-four (24) hours of the loss.
- d) Loss, destruction, or damage arising from confiscation or detention by Customs or other officials or authorities.

**SECTION 18 – LOSS OF TRAVEL DOCUMENTS ABROAD**

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

**Indemnification**

In the event of the loss, theft or unintentional destruction of Your travel documents during Your journey, We shall refund You for the cost of reissuance of travel documents up to amount mentioned in the Schedule per person covered or in aggregate for group.

## **SECTION 19 – PERSONAL LIABILITY**

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

<b>Indemnification</b>	We will indemnify You, up to the sum specified in Your Schedule, for any money that You are legally obligated to pay, along with any extra costs (with prior consent), relating to an accident during the Period of Takaful that causes: <ul style="list-style-type: none"><li>a) Death or injury to any person; or</li><li>b) Loss of or damage to property.</li></ul>
<b>In the event of any personal liability</b>	<ul style="list-style-type: none"><li>a) You must immediately notify Us, in writing, giving full details of any incident likely to give rise to a claim.</li><li>b) You must forward every letter, writ, summons, and process to Us immediately upon receipt.</li><li>c) You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.</li><li>d) We shall be entitled upon Our decision, to take over and conduct in Your name, the defense of any claims for indemnity or damages or otherwise against any third party, in which case full cooperation and information must be provided by You.</li><li>e) In the event of death of the person covered, Your legal representative will have the protection under this benefit provided Your legal representative complies with the terms and conditions outlined.</li></ul>

## **SECTION 20 – LEGAL ASSISTANCE**

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

<b>Indemnification</b>	We will reimburse You the expenses incurred on judicial actions to obtain pecuniary repair of physical damage suffered resulting from an accident involving the liability of a third-party subject to maximum limit specified in Your Schedule.
<b>In the event where You require legal assistance</b>	You will refrain from taking legal proceedings without prior approval from Us, failing which will cause You to lose the benefit of this Cover. However, if the claim warrants urgent measures to safeguard of Your position, then You may resort to TBA International Assistance provided that they are notified within forty-eight (48) hours.

## **SECTION 21 – SECURITY EVACUATION**

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

<b>Assistance</b>	We will cover You in the event of a Security Event and provide advice and facilitate Your transportation to a safer location.
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### ***What You are not covered for:***

<b>This section does not cover</b>	Failure to follow security recommendations provided by Us or TBA International Assistance.
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## **SECTION 22 – IN THE EVENT OF HIJACK / KIDNAP**

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

<b>Indemnification</b>	We will reimburse You for each twenty-four (24) hours You are incarcerated up to a maximum limit specified in Your Schedule in the event that You are prevented from reaching Your scheduled destination through hijack of the aircraft or other vehicle in which You are travelling for and in excess of six (6) hours.
<b>In the event where You are a victim of Hijack or Kidnap</b>	We will not pay for any claim where You have not obtained a written statement from an appropriate authority confirming the hijack or kidnap and the duration of it.
<b>Extension</b>	If You are the victim of a kidnap or hijack, this Takaful shall continue for a period not exceeding twelve (12) months from the date of kidnap or hijack to enable You to complete the original Journey or to return to Brunei Darussalam.

## **SECTION 23 – OVERSEAS OVERBOOKED**

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

<b>Indemnification</b>	We will reimburse You up to the maximum limit of the amount shown for this Section the expenses incurred by You for reasonable hotel accommodation, meals or refreshment if it is not provided or compensated by the airline or any third party in the event You fail to board the scheduled public conveyance while overseas arising from overbooking in which a confirmed reservation had been received from the travel agent or operator(s) of that scheduled public conveyance.
<b>Conditions for Cover</b>	The failure to board the scheduled public conveyance due to the overbooking must be confirmed in writing by the operator(s) of the scheduled public conveyance, or their handling agent(s).

## **SECTION 24 – MISSED EVENT**

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

<b>Indemnification</b>	<p>We will reimburse You the irrecoverable portion up to the maximum amount specified in Your Schedule, subject to any excess, for the event ticket cost paid in advance by You, in the event that You are unable to attend the overseas sports event or tour package before the commencement date of Your trip as a result of:</p> <ol style="list-style-type: none"><li>Accidental death, injury, or illness of the Person Covered, a close relative, a close business partner, travel companion, or someone with whom You have arranged to reside temporarily.</li><li>Witness summons, jury service or compulsory quarantine of You or travel companion.</li><li>Mechanical and electrical breakdown or delay of the public common carrier occurred at the time of scheduled departure before the scheduled start time of the aforesaid event.</li></ol>
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***What You are not covered for:***

**This section does not cover**

- a) You in any way partaking in the booked event as an organizer.
- b) If the purpose of Your trip is to obtain medical treatment or Your trip is undertaken against the medical practitioner's recommendation.
- c) Any loss due to any medical condition or other circumstances known to have existed or announced before the Takaful period.
- d) Any loss which will be paid or refunded by any existing Takaful scheme, government program, public common carrier, travel agent or any other provider or organizer of the event.
- e) Event cost incurred or provided by another party for which You are not liable to pay, and expenses already included in the cost of Your scheduled trip.
- f) Any loss if You refuse to continue Your trip whilst Your physical condition at the time of recommendation is fit for travel.
- g) Your unwillingness to travel.
- h) Your pregnancy, the pregnancy of Your close relative, close business partner, travel companion unless the expected date of birth is more than twelve (12) weeks after the intended return from Your trip.
- i) Failure to obtain the required passport, visa or necessary travel documentation.
- j) Any loss not substantiated by a written medical report from the medical practitioner.
- k) Any loss not substantiated by written confirmation from the public common carrier.
- l) Any loss not substantiated by written confirmation from a suitable authority confirming the need to cancel Your trip due to being summoned as a witness in a court of law.
- m) Any music or entertainment events.
- n) Any non-shariah compliant activities or events.

**SECTION 25 – TERRORISM**

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

**Indemnification**

The cover provided by this Contract extends to include injury loss or damage to Person Covered as an innocent bystander by acts of terrorism.

**Limitation**

This section does not include nuclear, chemical, and biological terrorism.

## SECTION 26 – 24 HOURS EMERGENCY MEDICAL ASSISTANCE AND TRAVEL ASSISTANCE

### *What You are covered for:*

#### **Global Medical & Travel Assistance**

You have access to 24/7 medical and travel assistance services provided by TBA International Assistance and TBA Hajj/Umrah Assistance during Your Covered Trip.

#### **Scope of Services**

##### **Medical Assistance Benefits**

You may request for the following services:

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

##### **Travel Assistance Benefits**

You may request for the following services:

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

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

#### **Security Assistance Benefits**

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

#### **TBA Haj/Umrah Assistance Scope of Assistance**

#### **Medical Assistance Benefits**

You may request for the following services:

- a) **Outpatient and Dental Treatment:** To obtain medical or dental treatment, You may get treatment at the Haj/Umrah Panel Medical Centers and receive care without the need for upfront payment.
- a) **Inpatient Hospital Admission:** To obtain assistance in arranging for admission to an appropriate medical facility including Guarantee of Payment (GOP) and review of Your medical treatment plan.
- b) **Medical Evacuation & Repatriation:** To obtain assistance in medical evacuation or repatriation and coordination of the transport and medical care required.
- c) **Repatriation of Mortal Remains or Final Care Assistance:** To obtain assistance for repatriation of Your mortal remains in the unfortunate event of Your death while traveling or for arrangements of Your final care in the country of Your passing.

# GENERAL EXCLUSIONS

Your Contract does not cover any of the following:

1. Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the Contract (except for Serious Medical Emergencies).
2. Communicable diseases, including but not limited to pandemics or epidemics.
3. Your bad faith, the commission of, or the attempt to commit an unlawful or fraudulent acts, seriously negligent or reckless actions, including actions in a state of derangement or under psychiatric treatment, or acts which are prohibited by Shariah.
4. Extraordinary natural phenomena, such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general, any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster.
5. Events or actions of the armed forces or security forces in peacetime.
6. Wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whatever type.
7. The use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an act of terrorism or war, unless otherwise endorsed, regardless of any contributory causes.
8. Taking part in bets, challenges or brawls, save in the case of legitimate defense or necessity.
9. 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.
10. The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travelers, as well as helicopters and any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route.
11. Accidents deemed legally to be work or labour accidents, as a consequence of a risk inherent to the work performed.
12. Illness or injuries resulting from refusal or delay, on Your part or persons responsible for You, in the transfer proposed by TBA International Assistance.
13. Emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse.
14. Traveling outside Brunei Darussalam contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or a Pre-Existing Condition.
15. Childbirth, miscarriage or pregnancy (with the exception of Serious Medical Emergencies).
16. Sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
17. Travelling to seek immigration or political asylum.
18. Any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
19. Any loss or circumstances covered by any other takaful scheme, government program or which will be paid or refunded by travel agency, tour operator, public common carrier or other provider.
20. Any expenses incurred in any event occurring when You are in Brunei Darussalam.

# CLAIMS PROCEDURE

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

## NOTIFICATION, SUBMISSION AND PROOF OF CLAIM:

### 1. Immediate Notification and Submission

Notification of a claim must be submitted to Us within fourteen (14) calendar days following an incident that may give rise to a claim. This notification must include sufficient details to identify the claimant and the nature of the claim.

### 2. Documentation and Proof

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

## SPECIFIC CLAIM REQUIREMENTS:

### 1. Death and Permanent Disablement

- a) Submission of detailed hospital and physician reports detailing the nature of the loss and extent and period of disability, along with any relevant police reports, is required. In cases of death, the inclusion of a death certificate and coroner's report is mandatory.
- b) For claims related to permanent disability, proof of disability must be provided between six (6) to nine (9) months from the date of the incident. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

### 2. Medical Expenses

- a) A completed claim form alongside the physician's report (stamped by the treating physician) and all original supporting medical documents must be submitted within fourteen (14) calendar days following treatment or hospital discharge.
- b) Immediate notification and approval from TBA International Assistance or TBA Hajj/Umrah Assistance (as applicable) are required for emergency medical evacuations or repatriations.

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

### 3. Compassionate Benefit

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

### 4. Baggage Delay

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



**5. Baggage Damaged/Lost**

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

**6. Trip Cancellation and Trip Curtailment, Trip Interruption**

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

**7. Trip Delay and Missed Flight Connection Abroad**

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim and written statement from the operator(s) of the public common carrier, accommodation manager, or relevant authority must be provided.

**8. Compassionate Visit**

All medical reports, hospital discharge ticket, and ticket and receipt of flight or transport and accommodation must be provided.

**9. Compassionate Emergency Leave**

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

**10. Hospital Cash Benefit**

All medical reports and hospital discharge ticket must be provided.

**11. Loss of Credit Card, Personal Money, and Personal Documents**

Reports from the police, receipts for incurred expenses, including any other proof of amount and currency of money lost, and reports from the card issuer (as applicable) must be provided.

**12. Personal Liability**

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

**13. Hijack, Kidnap, Strikes and Terrorism**

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

**14. Overseas Overbooked**

Written statement from the operator(s) of the public common carrier, their agent, or relevant authority must be provided.

**15. Missed Event**

Confirmation letter from the hospital, copies of summons, and written confirmation from the operator(s) of the public common carrier must be provided.

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

# **TAKAFUL PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS**

## **TABARRU'**

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

## **WAKALAH**

You 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 this Contract and the Schedule. To this end, You agree to give 35% of the Contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us as performance fee for continuously ensuring the Takaful fund are managed in a responsible and sustainable manner at a percentage as approved by Our Shariah Advisory Body which it does not exceed the percentage of distributable surplus to all the participants.

## **DISTRIBUTION OF UNDERWRITING SURPLUS**

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, if any, will only be distributed to You as hibah upon renewal of this Contract PROVIDED THAT You have not incurred any claim and received any benefit under this Contract whilst it is in force subject to Our discretion and the integrity of the Takaful Fund itself. If this Contract is not renewed, You further agree that there shall be no underwriting surplus entitled to You and it shall be donated as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

# **PRIVACY AND DATA HANDLING**

We are committed to protecting Your privacy and handling Your personal data in accordance with applicable laws and regulations. By obtaining and using this Contract, You acknowledge and agree to our Privacy Policy, which outlines how We collect, use, disclose, and safeguard Your personal information. Please review our Privacy Policy [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. Amount Covered**

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

**2. Reimbursement Currency**

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

**3. 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.

**4. 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.

**5. Service Charge**

In the event that the Contract is added endorsed or cancelled, We shall charge B\$10.00 per Personal certificate.

**6. 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.

**7. 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.

**8. 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 or losses discovered by You that may give rise to a claim, no later than fourteen (14) days.
- 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 claim, and shall fully cooperate with Us and any designated representative in the investigation, adjustment or settlement of such claim 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.

**9. Fraudulent Claims**

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

**10. 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.

**11. Participation and Takaful Certification Commencement**

Cover under this Contract is contingent upon participation in the takaful before the commencement of Your trip before the initial departure from Brunei Darussalam. Any Contract participated in after the initial departure has occurred will be deemed null and void, and no claims will be honored under such circumstances.

**12. Cancellation of Contract**

You may cancel the Contract by giving fourteen (14) days' written notice to Us provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful fund the Contribution You have paid on a pro-rata basis, in proportion to the duration this Contract was in force, whether You have. The balance of the Contribution will be refunded to You after deduction of the Wakalah fee and service charge for the cancellation. Cancellation will take effect from the date We receive the notice of cancellation. Failure to cancel the Contract by the end of the declared Covered Trip period shall result in the forfeiture of any rights to a refund irrespective of whether You have embarked on the Covered Trip or not.

We may cancel this Contract by giving fourteen (14) days' written notice by registered post to You at Your last known address. If You are entitled to a refund this will be given to You.

**13. Non-Assignment**

The benefits under this Contract are non-assignable.

**14. Legal Proceedings**

No action in law or equity shall be brought to recover under the Contract until after the expiration of sixty (60) days from the date the Proof of Claim has been furnished in accordance with the Contract conditions. The parties have agreed that the Laws of Brunei Darussalam shall govern and control in the event of any conflict or dispute between the parties with regard to the Contract, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Brunei for the resolution of any such conflict or dispute.

**15. Dispute Resolution**

The Parties shall make every effort to amicably resolve by direct informal negotiation any dispute between them pursuant to or in connection with this Contract. If the Parties are unable to amicably resolve any dispute within thirty (30) working days from the date such dispute arose, either Party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the Arbitration Order, 2009. The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

**16. Governing Law**

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