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## **PERSONAL ACCIDENT FOR ACTIVE LIFE TAKAFUL PRODUCT WORDING**

### **INTRODUCTION**

This is a contract between You and Takaful Brunei Am Sdn Bhd for the Personal Accident for Active Life Takaful cover based on what You have disclosed in the applicable application form and Your declaration.

You have applied for this cover with the application form and a declaration. In return for the Contribution, we will cover you for the coverage specified in Your Personal Certificate in the event You sustain Injury or Death caused by Accident.

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

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

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

**Tabarru'** – with Your Contribution entrusted to Us, We will donate **65%** of it to the appropriate takaful fund to help other eligible participants under the same Contract.

**Wakalah** – with this Contract, You are appointing Us to be a wakeel to administer, manage, invest, and distribute the takaful fund to other participants when they need the help. To perform the service, We will get **35%** of Your contribution as a Wakalah fee. If there is an underwriting surplus (referred to as surplus) in the fund, We will receive a performance fee as a percentage of that surplus for responsibly and sustainably managing the takaful fund. The percentage is approved by our Syariah Advisory Body and does not exceed the portion of the surplus distributed to all participants.

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

## **CONDITIONS PRECEDENT TO OUR LIABILITY UNDER THE CONTRACT**

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

## **TAKAFUL CONTRIBUTION**

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

## DEFINITIONS

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

1. **Accident** means an unforeseen event, which is caused solely and directly by external, violent, sudden, and accidental means.
2. **Benefit Recipient (Nominee)** means the person whom You/Person Covered nominate as a takaful benefit recipient upon Person Covered's Death before the expiry of this Contract.
3. **Claims** mean a formal request by You for coverage or compensation for a covered loss or event.
4. **Contract** means the application form, Personal Certificate, Product Wordings and any Endorsements.
5. **Contribution** means the sum(s) specified as takaful contribution in Your Personal Certificate.
6. **Commencement Date** means the effective date on which Your new or renewed coverage begins, as stated in the Personal Certificate or endorsement.
7. **Claimant** means You, Person Covered, or any person on Your behalf who wishes to make a claim for the payment of any benefit under the Contract.
8. **Death** means death resulting directly from an Accident.
9. **Endorsement** means the authorised variation or amendment to Your Contract.
10. **Hospital** means any lawfully operating institution, which has twenty-four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organised facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.
11. **Injury** means bodily injury which is caused solely and directly by Accident.
12. **Participant / You / Your** means the person named in the Personal Certificate.
13. **Period of Takaful** means a period which You are covered for and is shown in Your Personal Certificate and may include any extensions as may be granted at Our discretion.
14. **Personal Certificate** means the personal certificate that shows Your personal details, details of Your cover, Endorsements, and Contribution. The Personal Certificate is issued to You with Your Product Wording.
15. **Person Covered** means the person to be covered under the Personal Certificate.
16. **Physician** means a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training. The attending Physician shall not be You or Your business partner, employer, employee, agent or the person who is related to You in any way.
17. **Pre-Existing Conditions** means any injury, illness, condition or symptom (a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the Commencement Date for the Person Covered concerned, or (b) which originated or was known to exist by the Person Covered (or anyone covered under the Contract) prior to the Commencement Date whether or not treatment or advice or diagnosis was sought or received.
18. **Product Wording** means the specific terms, conditions, and coverage details outlined in Your Contract.
19. **Surplus** means the surplus of contributions over claims and expenses in a takaful fund, which may be distributed among participants or retained for future claims.
20. **Tabarru'** means the portion of the contribution paid by participants that is donated to the Takaful fund to help other participants in need.

21. **Takaful Brunei Am Sdn Bhd / We / Our / Us** means 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.
22. **Total Permanent Disability** means disability caused by Injury, which wholly prevents You from engaging in any business, or occupation or performing any work, for compensation or profit, provided, however, that to determine if the total disability has become a permanent one, it must continue uninterrupted for a period of at least six (6) months.  
The loss of both arms, or both legs, or of one arm and one leg, or both eyes shall be considered Total Permanent Disability, without prejudice to other causes of Total Permanent Disability. Loss shall mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle; loss of function; with regard to eyes, total and irrevocable loss of sight.
23. **Wakalah** means a contract whereby You appoint Us as Wakeel (agent) to administer, manage, invest and distribute the takaful fund in the event of claim and the You agree to give Wakalah Fee for the aforementioned services.

# YOUR COVER

## **1. DEATH DUE TO ACCIDENT**

We will pay You, in accordance to the Table of Benefits, in the event that the Person Covered shall sustain Injury, of which solely and independently of any other cause, results in Death occurring within twelve (12) calendar months of the event when the Injury is sustained.

## **2. TOTAL PERMANENT DISABILITY DUE TO ACCIDENT**

We will pay You in accordance to the table of benefits in the event that the Person Covered shall sustain Injury, of which solely and independently of any other cause, result in Permanent Disablement as per the Table of Benefits occurring within twelve (12) calendar months of the event when the Injury is sustained.

To determine if the total disability has become a permanent one, it must continue uninterruptedly for a period of at least six (6) months. The percentage of compensation shall be in accordance to the Table of Benefits.

## **3. FUNERAL EXPENSES**

In the event of Death of the Person Covered under this Contract, We shall pay to the Benefit Recipient the amount specified in the Contract as funeral expenses.

## **4. WEEKLY BENEFIT – TEMPORARY TOTAL DISABLEMENT (TTD) AND TEMPORARY PARTIAL DISABLEMENT (TPD)**

### **(i) Temporary Total Disablement**

This benefit is payable only if such Injury shall within twenty (20) days from the date of the Accident wholly and continuously disable the Person Covered rendering him completely incapable of attending to any part of his ordinary profession business and occupation. The total period of compensation payable shall not exceed fifty-two (52) weeks.

### **(ii) Temporary Partial Disablement**

This benefit is payable only if such Injury shall within twenty (20) days from the date of the Accident partially and continuously disable the Person Covered rendering him incapable of attending to some portion of his profession business and occupation. The total period of compensation payable shall not exceed fifty-two (52) weeks.

## **5. HOSPITAL CASH BENEFIT**

In the event of the Person Covered being in-patient or confined in a licensed and recognised Hospital, We will pay the Person Covered a daily hospital allowance as per amount specified in the Contract for the period of the Person Covered confinement, up to a maximum of thirty (30) days.

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

## **6. MEDICAL, HOSPITALISATION AND SURGERY EXPENSES**

We will, subject to the terms of this benefit, reimburse the Person Covered for the medical, hospital and/or surgical expenses if during the Period of Takaful the Person Covered shall sustain Injury.

## **7. PROSTHESIS AND WHEELCHAIR EXPENSES**

We will reimburse the Person Covered up to the amount specified in the Contract in respect of wheelchair or prothesis expenses incurred due to Injury to the Person Covered.

## **8. CORRECTIVE DENTAL AND/OR COSMETIC SURGERY EXPENSES (NAVAL UP)**

We will reimburse the Person Covered up to the amount specified in the Contract in respect of the expenses incurred by the Person Covered for Dental Correction or Corrective cosmetic Surgery perform on the Person Covered's neck, head or chest (naval up) following injuries sustained as a result of an Accident provided:

- i. Such Dental Correction and/or Corrective Cosmetic Surgery is recommended by a licensed Orthodontist or Cosmetic Surgeon.
- ii. Such Dental Correction and/or Corrective Cosmetic Surgery is performed by a licensed Orthodontist or Cosmetic Surgeon.

## **9. REPATRIATION EXPENSES**

We will reimburse up to the amount as specified in the Contract will be payable for:

- i. The transportation of the Person Covered's mortal remains to his country of origin (limited to 1 destination only) following Injury which results in his Death.
- ii. The transportation of the Person Covered to his country of origin (limited to 1 destination only) following Injury which results in his Total Permanent Disability.

## **10. SUTURED LACERATION AND AVULSION**

This benefit is payable in the event of the Person Covered suffered sutured laceration or avulsion while involved in or performing the covered sporting or recreational activities.

- (i) **Sutured Laceration & Avulsion (between 3cm to 10cm in total)**  
Benefit only payable if the Sutured Laceration or Avulsion is between three (3) cm up to ten (10) cm in total
- (ii) **Sutured Laceration & Avulsion (10cm above in total)**  
Benefit only payable if the Sutured Laceration or Avulsion is above ten (10) cm in total.

Special Provision:

- i. Avulsion Injury shall mean a serious soft-tissue injury when a portion of the skin or other soft tissue is partially or completely torn away.
- ii. Amount of benefit payable shall not exceed the amount specified in the Contract.

## **11. BONE FRACTURED, BONE DISLOCATION**

This benefit is payable in the event of the Person Covered suffered bone fracture or bone dislocation whilst involved in or performing the covered sporting or recreational activities.

Special Provision:

- i. Bone dislocation shall mean major joint dislocation, separation in the joint, where two (2) or more bones meet.
- ii. Amount of benefit payable shall not exceed the amount specified in the Contract.

## **12. PHYSIOTHERAPY EXPENSES**

We will, subject to the terms of this benefit, reimburse the Person Covered the cost of physiotherapy required to treat an Injury sustain whilst involved in or performing the covered sporting or recreational activities.

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

<b>No.</b>	<b>Body Part</b>	<b>Specific Injury Loss</b>	<b>Percentage (%) of Amount Covered</b>	
<b>1.</b>	<b>Life</b>	Death	100	
<b>2.</b>	<b>Body</b>	Total Paralysis / Permanently bedridden	100	
<b>3.</b>	<b>Eyes</b>	Total Loss of both eyes (including loss of sight)	100	
		Total Loss of one eye (including loss of sight)	50	
		Loss of sight, except perception of light	50	
		Loss of lens	50	
<b>4.</b>	<b>Ears</b>	Total Loss of Hearing (Both Ears)	75	
		Total Loss of Hearing (One Ear)	15	
<b>5.</b>	<b>Speech</b>	Total Loss of Speech	50	
<b>6.</b>	<b>Arms</b>	One Arm	50	
		Two Arms	100	
<b>7.</b>	<b>Legs</b>	One Leg / Feet	100	
		Two Legs	100	
<b>8.</b>	<b>Hands</b>	Two hands, or all fingers and both thumbs	100	
		One hand	100	
		Four fingers and thumb (on one hand)	50	
		Four Fingers (on One Hand)	40	
		Thumb	Whole Thumb	25
			One Phalanx	10
		Index Finger	Three Phalanges	10
			Two Phalanges	8
			One Phalanx	2
		Middle Finger	Three Phalanges	6
			Two Phalanges	4
			One Phalanx	2
		Ring Finger	Three Phalanges	5
			Two Phalanges	4
			One Phalanx	2
		Little Finger	Three Phalanges	4
			Two Phalanges	3
			One Phalanx	2
		Metacarpals	First or Second (additional)	3
			Third, Fourth or Fifth (additional)	2
<b>9.</b>	<b>Feet</b>	All Toes (on One Foot)	15	
		Great Toe      Both Phalanges	5	

		One Phalanx	2
	Other Toe	All Phalanges (each if more than one toes)	1

The complete and irrecoverable loss of use of any part of the body specified above is deemed to be loss of such part. In the event of a permanent disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the occupation of the Participant. To determine if the total disability has become a permanent one, it must continue uninterruptedly for a period of at least six (6) months.

The aggregate of all percentage payable in respect of any accident at any Period of Takaful shall not exceed 100 % of the sum covered or limit as stated in the Contract.

## GENERAL EXCLUSIONS

We will not cover injuries arising directly or indirectly from:

1. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil mutiny, civil commotion, military uprising, insurrection, rebellion, military or usurped power, martial law, strike, riot or civil commotion or any of Your act on behalf or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence.

In the event of any claim hereunder You shall, when so required by Us prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof, We shall not be liable to make any payment in respect of such a claim.

2. Any unlawful act(s) or such act(s) prohibited by law and/or Syariah Principles by or to the Person Covered.
3. Attempted suicide or self-inflicted injury whilst sane or insane.
4. Provoked assault, or any physical defect or infirmity, childbirth or pregnancy.
5. Any breach of the law by the Person Covered inclusive to those which resulted in imprisonment or any assault provoked by him either by himself or in concert with others.
6. Misuse or under the influence of alcohol, drugs, hallucinogenic substances. You hereby agree that the medical opinion of the Brunei Government's medical officer on drugs, alcohol and or hallucinogenic substances instructed by Us to give the medical opinion, as to whether Injury, Death or permanent disablement (as defined herein) of the Person Covered arose out of the misuse or abuse of drugs, alcohol and or, hallucinogenic substances shall be conclusive evidence as to whether or not Injury, Death or permanent disablement (as defined herein) of the Person Covered arose out of the misuse, influence or abuse of drugs, alcohol and or, hallucinogenic substances for the purposes of this sub-section.
7. Ionization, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
8. Suffering from an ailment, disease, medical condition, and medical deficiency, physical and mental exhaustion that may affect his consciousness.

You hereby agree that the medical opinion of the Brunei Government's medical officer instructed by Us to give the medical opinion, as to whether Injury, Death or permanent disablement (as defined herein) of the Person Covered arose out of the Person Covered suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness shall be conclusive evidence as to whether or not Injury, Death or permanent disablement (as defined herein) of the Participant arose out of the Participant

suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that had or may have affected his consciousness for the purposes of this sub-section.

9. Person Covered entering into or alighting from or descending or falling from gliding or aircraft of any kind other than a fully licensed standard type fixed wing aircraft owned and/or operated by a recognized air transport organization providing regular air services between duly established airports in which Person Covered is travelling as a fare-paying passenger.
10. Person Covered engaging in or taking part in winter sports, professional football, polo, steeple chasing, hunting, mountaineering, motor-cycling (whether as driver or passenger), or racing of any kind including on foot, using wood working machinery or a circular saw, aqualung diving, scuba diving, boxing, ice hockey, motor competitions, parachuting, pot-holing, power boating, show jumping, water skiing and tricks, wrestling including judo, karate and unarmed combat, yachting outside territorial waters and any other dangerous or hazardous sport or competition or riding or diving in any form of race competition.
11. Person Covered's involvement in any underwater activity necessitating the use of artificial breathing apparatus.
12. No benefit shall be payable if the Person Covered is found to be directly or indirectly being infected by any Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndromes (AIDS) or related conditions or other sexually transmitted diseases, anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicemia and/or tetanus.
13. The Person Covered engaging in or taking part in naval, military, police, security or air force service or operation or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists, or other elements.
14. Any accident and/or injury, directly, cause by or contributed to, by, or arising from, nuclear weapons material.
15. Any medical expenses and Hospital Cash Benefit with respect to sickness.
16. Any medical expenses and Hospital Cash Benefit with respect to Pre-existing Conditions as defined and/or as agreed by Us in writing prior to Commencement Date of the Contract.
17. Any medical expenses related to communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic.
18. The Person Covered being a person under the age of eighteen (18) years or over the age of sixty-five (65).

# 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 denial of Your Claim.

## **NOTIFICATION, DOCUMENTATION, SUBMISSION OF PROOF:**

### **1. Notification**

Notification of a Claim must be submitted to us within fourteen (14) calendar days of the accident 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 for Proof of Claim**

Claims must be accompanied by all relevant documentation, including but not limited to the following:

- a. Medical reports & receipts.
- b. Death Certificate (as applicable).
- c. Police reports (as applicable).

All proof of Claim must be original documentation and photocopies will not be accepted. All proof of Claim shall be rendered on demand at the Claimant's own expense. These documents serve as proof of the accident and substantiate the Claim being made. Documentation must be in English or accompanied by certified translations.

## 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:

## 1. Eligibility

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

- (i) Aged eighteen (18) years old to sixty-five (65) years old; and
- (ii) Brunei Citizen or Resident of Brunei Darussalam.

## 2. Amount Covered

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

## 3. Payout Currency

All Claim payouts will be made in Brunei Dollars (BND).

## 4. Territorial Limit

The territorial limit for Your cover is worldwide.

## 5. 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.

## 6. 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 benefit.

## 7. Existing Health Conditions

No benefit shall be payable under this Contract for coverage of any Person Covered due to Illness or Injury occurring before the Commencement Date of this Contract unless Person Covered affected by this condition has been covered continuously under the Contract for twelve (12) months with no gap in the coverage.

## 8. 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 fourteen (14) days from the date of occurrence of the injury or sickness upon which the Claim may be based.
- (ii) Furnish Us with all the required information and supporting documents in respect of Claims or possible Claims notified in accordance with (i) above as soon as possible.
- (iii) Fully inform Us of all relevant information known to You, including any developments related to the Claims and shall fully cooperate with Us and any designated representatives in the investigation, adjustment, 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.

#### **9. Evidence of Age**

We reserve the right at any time to require that Person Covered's age under this Contract be proven to its satisfaction. Evidence of Person Covered's age must be satisfactory to Us and will be required before any benefit is paid under this Contract. If, at the correct age, Person Covered would not have been eligible for cover under this Contract, no benefit will be payable.

#### **10. Termination of Cover**

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

- a. any breach of the terms and conditions in this Contract;
- b. if the Contribution remains unpaid at the end of the due date of payment;
- c. the expiry of the Contract;
- d. the cancellation of the Contract

#### **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 to this Contract shall be valid unless evidenced by a valid Endorsement agreed by Us.

#### **12. Renewal and Cancellation of Contract**

We shall not be bound to accept any renewal of this Contract or to send any notification of the renewal Contribution becoming due. The Contract shall not be renewable in respect of any Person Covered after the end of the Period of Takaful during which such Person Covered reaches the age limit as stated in the Personal Certificate. We reserve the right to vary the terms and provisions of this Contract on any Contract anniversary.

This Contract may be cancelled by You by serving at least seven (7) days' notice to Us, such notice to state when thereafter cancellation shall become effective.

In such an event, provided no Claim has been made during the current Period of Takaful cover, 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 cover.

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 if We have not been advised of any Claim.

**13. Service Charge**

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

**14. Treatment of Nominal Payment Amount**

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

**15. 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.

**16. Limitation**

If no notice of Claim of any Claim is served to 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.

**17. 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.

**18. Payment of Claim**

Any payments under this Contract shall be payable to You or Your Benefit Recipient, and You shall be liable for any estate duty and other expenses which may become payable in respect thereof. Any receipt or discharge, which You may give to Us for any benefit under this Contract, shall be deemed a final and complete discharge of all liability of Us.

**19. Examination**

We shall have the right and opportunity through its medical representative to examine the Person Covered when and as often as it may reasonably require during the course of a Claim hereunder and, in the case of Death, to investigate the circumstances of Death. You hereby undertake to procure all relevant letters of consent from the said Person Covered or their administrators and executors addressed to the relevant persons concerned, for Us to have access to all medical documents and records of Persons Covered.

**20. Subrogation of Rights**

You shall, at our expense, do, and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required to be done on Your own accord or as directed to be done by Us or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon our payment for or making good any loss or damage under this Contract, whether such acts or things shall be or become necessary or required before or after Your indemnification by Us.

**21. Non-Assignment**

The benefits under this Contract are non-assignable.

**22. Absolute Ownership**

We shall, unless otherwise expressly provided by Endorsement on this Contract, be entitled to treat You as the absolute owner of the Contract and shall not be bound to recognize any equitable or other claim to or interest in the Contract and the receipt of the Contract (or of his Legal Personal Representative(s) alone be an effectual discharge).

**23. 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 Darussalam for the resolution of any such conflict or dispute.

**24. 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.

**25. Governing Law**

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