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# PERSONAL ACCIDENT TAKAFUL PRODUCT WORDING

## INTRODUCTION

This is a contract between you and Takaful Brunei Am Sdn Bhd for the Personal Accident 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:

- Death and Disability Support
- Recovery Aid
- Injury Support

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

# Contents

INTRODUCTION .....	1
TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS .....	3
CONDITIONS PRECEDENT TO OUR LIABILITY UNDER THE CONTRACT .....	3
TAKAFUL CONTRIBUTION .....	3
DEFINITIONS .....	4
YOUR COVER .....	6
GENERAL EXCLUSIONS .....	8
EXTENSIONS .....	9
CLAIMS REQUIREMENTS .....	10
PRIVACY AND DATA HANDLING .....	11
GENERAL TERMS AND CONDITIONS .....	12

## 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. **Blindness** means the total loss of sight in one or both eyes, which must be confirmed by an ophthalmologist.
3. **Broken or Dislocated Bones** means hairline fracture, simple fracture, complete fracture or other fracture or complete displacement of bones from their normal position, which must be confirmed by a qualified doctor.
4. **Claims** mean a formal request by you for coverage or compensation for a covered loss or event.
5. **Coma** means a state of prolonged unconsciousness and unresponsiveness to external stimuli requiring life support measures necessary to sustain life, which must be confirmed by a neurologist.
6. **Contract** means the application form, personal certificate, product wordings and any endorsements.
7. **Contribution** means the sum(s) specified as takaful contribution in your personal certificate.
8. **Cuts Needing Stitches** means lacerations requiring medical sutures to close and heal properly, which must be confirmed by a qualified doctor. Lacerations must be more than two (2) inches long.
9. **Deafness** means loss of hearing with an auditory threshold of 90 decibels or greater, which must be confirmed by an Ear, Nose, and Throat specialist.
10. **Death** means death resulting directly from an accident.
11. **Injury** means bodily injury which is caused solely and directly by accident.
12. **Loss of Speech** means the total and irrecoverable loss of ability to speak because of injury to vocal cords, which must be confirmed by a laryngologist.
13. **Maximum Medical Recovery** means the point at which you have recovered to the fullest extent possible, with no further significant improvement expected despite ongoing medical treatment, which must be confirmed by a qualified doctor or relevant specialist.
14. **Mild To Moderate Concussions** means head concussions that are classified as Grade 2 and above. This excludes Grade 1 head concussions, which must be confirmed by a qualified doctor.
15. **Moderate Burns** means second-degree burns that involve damage to the outer layer and the underlying layer of the skin, causing blisters, severe pain, and potential scarring, which must be confirmed by a qualified doctor. This excludes first-degree burns.
16. **Paralysis** means either the condition where an individual loses the use of the lower half of their body, including both legs or loses the use of all four limbs (both arms and both legs), which must be confirmed by a neurologist.
17. **Period of Takaful Cover** 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.
18. **Permanent** means that the condition that is expected to last indefinitely without significant improvement and is not temporary or treatable through medical intervention, which must be confirmed by a qualified doctor.
19. **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.

20. **Product Wording** means the specific terms, conditions, and coverage details outlined in your contract.
21. **Safety Sensitive Occupations** mean roles related to ship crew, oil-rig platform, offshore work, construction, mining, and quarrying.
22. **Severance** means the complete separation or amputation of a body part.
23. **Severe Burns** means third-degree burns that involve damage or destruction of multiple layers of the skin, which must be confirmed by a qualified doctor. This excludes first-degree burns and second-degree burns.
24. **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.
25. **Tabarru'** means the portion of the contribution paid by participants that is donated to the Takaful fund to help other participants in need.
26. **Torn Muscles, Tendons or Ligaments** means injuries involving the tearing of muscle fibers, tendons, or ligaments, resulting in pain and limited movement, which must be confirmed by a qualified doctor.
27. **Traumatic Brain Injury** means the brain has sustained damage resulting in either a minimally conscious state with severely altered consciousness but preserved self-awareness or environmental awareness, or a persistent vegetative state with prolonged unconsciousness and lack of awareness of surroundings, despite reflexive responses, which must be confirmed by a neurologist.

# YOUR COVER

## SECTION 1 – DEATH AND DISABILITY SUPPORT

If an accidental injury causes your death or the listed disabilities in this section, we will cover you based on the table below.

TABLE OF COVER		
No.	Result of Accident	Percentage (%) of Amount Covered (Annual Limit)
1	Death	100%
2	Permanent Paralysis (Below Head / Below Hip)	
3	Permanent Traumatic Brain Injury	
4	Coma	
5	Permanent Blindness in Both Eyes	
6	Permanent Deafness in Both Ears	
7	Severance of 2 or More Limbs (Above Wrist/Ankle)	
8	Severe Burns (More Than 20% of Body)	
9	Permanent Loss of Speech	
10	Severance of 1 Limb (Above Wrist/Ankle)	60%
11	Severe Burns (10% to 20% of Body)	
12	Permanent Blindness in One Eye	
13	Permanent Deafness in One Ear	
14	Severance of Hand/Foot Phalanges	5%

For Severe Burns, the percentages mean percentage of the total body surface area.

Conditions for this section:

1. Death must occur within one (1) year of the date of the accident during the period of takaful.
2. Disappearance following an accident, where the person is not found within one (1) year, will be treated as death for the purposes of this section. If the person is later found alive, any payments for death cover under this section must be returned immediately.
3. Your disability must remain uninterrupted for a period of six (6) months for the condition to be considered permanent. However, if a qualified medical doctor determines that your condition has reached maximum medical recovery and declares the disability permanent at an earlier date, the earlier determination will be accepted for the purposes of this section.
4. No waiting period is necessary to determine the permanence of the disability in cases of severance of limbs, severance of both eyes that causes blindness or severe burns. Such cases will be recognized as qualifying disability for the purposes of this section immediately upon confirmation by a qualified medical doctor.
5. The total claims payout for all types of loss under your contract shall not exceed more than 100% of the total amount covered in your personal certificate during the period of takaful.
6. If we pay for the loss of an entire body part, benefits for parts of that same body part are not claimable.

## SECTION 2 – RECOVERY AID

If an accidental injury causes a disability listed in this section, we will provide you with a benefit based on the table below.

Amount Covered (Annual Limit)	B\$100,000
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Conditions for this benefit:

1. This applies to the following disabilities:
  - a. Paralysis (Below Head / Below Hip).
  - b. Traumatic Brain Injury.
  - c. Blindness in Both Eyes.
  - d. Deafness in Both Ears.
  - e. Coma.
2. Your disability will qualify for consideration if it persists without interruption for at least one (1) month from the date of the accident and confirmed by a qualified medical doctor.
3. The maximum amount covered per accident is limited to one (1) disability only.

## SECTION 3 – INJURY SUPPORT

If an accident causes an injury listed in this section, we will provide you with a benefit based on the table below.

Amount Covered Per Accident	Maximum Amount Covered (Annual Limit)
B\$200	B\$1,000

Conditions for this benefit:

1. This applies to the following injuries:
  - a. Broken or Dislocated Bones.
  - b. Cuts Needing Stitches Longer Than Two (2) Inches.
  - c. Moderate Burns.
  - d. Mild to Moderate Head Injuries.
  - e. Torn Muscles, Tendons, or Ligaments.
2. The maximum amount covered per accident is limited to one (1) injury only.

## GENERAL EXCLUSIONS

We will not cover injuries arising directly or indirectly from:

1. Criminal acts, unlawful activities, or acts prohibited by Syariah principles.
2. Suicide, attempted suicide, or intentional self-harm, irrespective of mental state.
3. Misuse of drugs (prescribed or illicit) or consumption of alcohol.
4. Negligence or recklessness, such as not following safety protocols or failing to wear protective gear except when saving human life.
5. Work or training for professional sports, professional diving, or air crew roles.
6. Engagement in motor vehicle racing.
7. Exposure to nuclear, chemical, or biological acts of terrorism or any incidents related to war or terrorism.
8. Involvement in kidnap and ransom situations.
9. Civil unrest, riots, strikes, and similar events.
10. Participation in extreme sports involving high speeds, heights, or specialized equipment.
11. Operating power-driven machinery.
12. Underwater activities requiring artificial breathing apparatus.
13. Motorcycling, whether as a rider or passenger.
14. Safety sensitive occupations.
15. Aerial activities or air travel not as a fare-paying passenger.
16. Pre-existing conditions that affect consciousness due to illness, disease, exhaustion, or other medical issues.
17. Any persons aged above 70 years old.



## EXTENSIONS

With additional contribution, your coverage is extended to cover injuries arising from:

**1. Civil unrest, riots, strikes, and similar events.**

For the avoidance of doubt, this cover excludes exposure to nuclear, chemical, or biological acts of terrorism or any incidents related to war or terrorism.

**2. Participation in extreme sports involving high speeds, heights, or specialized equipment.**

For the avoidance of doubt, this cover excludes any injuries arising during work or training for work for professional sports or professional diving.

**3. Operating power-driven machinery.**

For the avoidance of doubt, this cover excludes any negligence or recklessness, such as not following safety protocols or failing to wear protective gear.

**4. Underwater activities requiring artificial breathing apparatus.**

For the avoidance of doubt, this cover excludes any injuries arising during work or training for work for professional sports or professional diving.

**5. Motorcycling, whether as a rider or passenger.**

For the avoidance of doubt, this cover excludes any engagement in motor vehicle racing.

**6. Safety sensitive occupations.**

For the avoidance of doubt, this cover excludes any injuries arising during work or training for work for professional sports or professional diving, or air crew roles.

**7. Aerial activities or air travel not as a fare-paying passenger.**

For the avoidance of doubt, this cover excludes any injuries arising during work or training for work for air crew roles.

**8. Pre-existing conditions that affect consciousness due to illness, disease, exhaustion, or other medical issues.**

**9. Any persons aged above 70 years old.**

# 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.
- b. Medical certificate of death (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.

### 3. Submission of Proof:

You must adhere to the following claims requirements:

- a. For **Injury Support** and **Disability Support** without a waiting period, proof of claims must be provided within fourteen (14) calendar days from the date of accident.
- b. For **Recovery Aid**, proof of claims must be provided between one (1) to nine (9) months from the date of the accident.
- c. For **Disability Support** with a waiting period, proof of claims must be provided between six (6) to nine (9) months from the date of the incident. For any deaths, proof must be provided as soon as reasonably practicable.
- d. For **Death Support**, proof must be provided as soon as reasonably practicable.

## 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** [here](#), which outlines how we collect, use, disclose, and safeguard your personal information. Please review our **Privacy Policy** to understand how your data is managed and the measures we take to ensure your privacy is respected.

# GENERAL TERMS AND CONDITIONS

The following terms and conditions apply:

**1. Eligibility**

On the commencement date of the cover, you must be an adult of the age of eighteen (18) to seventy (70) years old. Additionally, this contract is only available to Residents 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 product wording, if at the time any claim arises under this product wording 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 product wording.

**6. Multiple Personal Accident Coverages under TBA**

If you have multiple personal accident personal accident takaful coverages under us, the following conditions will apply:

- a. The maximum amount covered for the Recovery Aid section across all active takaful coverages under us covering you for any single accident is limited to **B\$100,000**.
- b. The maximum amount covered for all the sections across all active takaful coverages under us covering you for any single accident is limited to **B\$5,000,000**.

**7. Non-Disclosure of Facts**

If proven where there is misrepresentation or non-disclosure of facts, this contract shall become void, and we will not be liable to pay the benefit.

**8. Claims Cooperation Clause**

In the event of a claim, you must furnish us with all information known to you in respect of claims or possible claims notified in accordance with the time specified in the Claims Requirements section and shall keep us fully informed as regards all developments relating as soon as reasonably practicable. You must cooperate with us and any other person or persons designated by us in the investigation, adjustment and settlement of such claim notified to us.

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

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

#### **10. 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.

#### **11. 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 the participant for this cancellation if we have not been advised of any claim.

#### **12. Service Charge**

If the contract is endorsed or cancelled, we shall charge B\$10.00 per contract.

#### **13. 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.

#### **14. Non-Guarantee of Contribution Payable**

The contribution payable is not guaranteed, and we reserve the right to revise the contribution payable based on future claim experience.

#### **15. Limitation**

If no notice of claim 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.

**16. 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.

**17. Subrogation of Rights**

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

**18. Non-Assignment**

The benefits under this contract are non-assignable.

**19. Legal Proceedings**

No action in law or equity shall be brought to recover under the contract until after the expiration of sixty (60) days from the date the proof of claim has been furnished in accordance with the contract conditions. The parties have agreed that the Laws of Brunei Darussalam shall govern and control in the event of any conflict or dispute between the parties 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.

**20. Dispute Resolution**

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

**21. Governing Law**

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