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## WORKMEN'S COMPENSATION PACKAGE TAKAFUL PLAN PRODUCT WORDING

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

You have applied for this Contract with the application form and a declaration. In return for the Contribution, We will cover You, as the employer, against Your liability to pay Your employee (hereinafter referred to as "the Person Covered") the compensation and medical expenses for Injury by Accident or disease arising out of and in the course of their employment resulting in death or permanent disablement.

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

### Conditions Precedent to Our Liability of this Contract

The due observance and fulfillment of the terms, conditions, and Endorsements of this Contract, as far as they relate to anything to be done or not to be done by You, and the truth of the statements and answers in the application and declaration, shall be conditions precedent to any liability on Us to make payment under this Contract.

### Time of Payment of Contribution

The Contribution must be paid to Us or to Our authorized agent(s) at the time of the issue of the Contract, cover note, extension(s), renewal endorsement(s) (as the case may be) UNLESS You are given a specific grace period by Us.

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

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## MEANING OF WORDS

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

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

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

## **SECTION 1 - WORKMEN'S COMPENSATION**

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

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

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

### **EXCEPTIONS**

We shall not be liable under this Contract in respect of:

**(i) Not a Workmen**

Any employee who is not a "workmen" within the meaning of the Law.

**(ii) Other Contractors Employee**

Your liability to employees of contractors appointed by You.

**(iii) Other Agreements**

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

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

**(iv) War**

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

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

b) Mutiny, strike, riot, civil commotion that assumes the proportions of or amounts to a popular uprising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, or any events or causes that lead to the proclamation or maintenance of martial law or state of siege.

**(v) Any "Acts of Terrorism"**

This includes the intention to influence any government or to instill fear in the public or any section of the public.

**(vi) Radioactivity**

Any liability of whatsoever nature directly or indirectly caused by, contributed to, or arising from:

- a) Ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste resulting from the combustion of nuclear fuel. For the purposes of this exception, combustion shall include any self-sustaining process of nuclear fission.
- b) Nuclear weapons material.
- c) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, or in consequence of, contributed to, or aggravated by asbestos in whatever form or quantity.

**(vii) Prohibited by Shariah**

Any unlawful act(s) or such act(s) by Person Covered or by You that is prohibited by law or Shariah.

**(viii) Suicide**

Attempted suicide or self-inflicted Injury by the Person Covered or by You whilst sane or insane.

**(ix) Breach of Law**

Any breach of any law by You or Person Covered inclusive to those which resulted in imprisonment, or any assault provoked by You or Person Covered.

**(x) Alcohol and Drugs**

Death or Injury to the Person Covered caused by consumption or whilst under the influence of alcohol, drugs, hallucinogenic substances whether or not below any prescribed limits.

**(xi) Mental Exhaustion / Illness**

Person Covered suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness.

**(xii) Flight Injury and Disease**

Any Injury or disease of Person Covered attributed to aviation, gliding or any other form or aerial flight other than as a fare paying passenger of a recognized airlines or charter services.

**(xiii) Extreme Sports**

The Person Covered in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race competition.

**(xiv) Underwater Activity**

The Person Covered's involvement in any underwater activity necessitating the use of artificial breathing apparatus.

**(xv) Sexual Transmitted Disease**

No cover shall be payable if the Person Covered is found to be infected by any Human Immunodeficiency Virus (HIV) or other sexually transmitted disease.

**(xvi) Drilling, Exploration, Dredging Work and Related Activities**

Any dredging, drilling, offshore exploration or production including all related construction operations

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

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

**(xvii) Absolute Pollution**

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

**SECTION 2 - PERSONAL ACCIDENT (OUTSIDE WORKING HOURS)**

**Cover Under This Section**

We will indemnify the Person Covered, up to the amount specified in Your Personal Certificate, if the Person Covered suffers Injury resulting solely and directly from Accident, and such Injury is the sole cause of death or permanent total disablement as described under the Table of Benefits.

If, within twelve (12) months from the date of the Accident, the Person Covered suffers any of the outcomes described under the Table of Benefits, independently of any other causes, We will pay the cover to You or the Person Covered's successor in title as trustees. However, this payment shall not exceed the amount covered as specified in Your Personal Certificate or as endorsed herein.

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

**Special Provisions Under This Section**

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

## Special Exclusion Under This Section

We shall not be liable for Accidental death or total permanent disablement occurred either directly or indirectly as a result of the following causes:

- i. Engaging in professional sports, speed contest, racing of any kind (other than on foot), winter sport, polo, ice hockey, parachuting or pot holing.
- ii. Engaging in equestrian or horse-riding activities.
- iii. Engaging in mountaineering activities requiring the use of ropes.
- iv. Engaging in power boating, show jumping, water skiing and tricks or yachting.

If both Accidental death and Permanent Disablement occur, Our liability is limited to the first event that occurs.

TABLE OF BENEFITS  
ACCIDENTAL DEATH / PERMANENT DISABLEMENT

	Percentage of the Sum Covered
A. ACCIDENTAL DEATH.....	100%
B. PERMANENT DISABLEMENT	
Loss of two limbs.....	100%
Loss of both hands, or of all fingers and both thumbs.....	100%
Total loss of sight of both eyes.....	100%
Total Paralysis.....	100%
Injuries resulting in being permanently bedridden.....	100%
Any other injury causing permanent total disablement.....	100%
Loss of arm at shoulder.....	100%
Loss of arm between shoulder and elbow.....	100%
Loss of arm at elbow.....	100%
Loss of arm between elbow and wrist.....	100%
Loss of hand at wrist.....	100%
Loss of leg at hip.....	100%
between knee and hip.....	100%
below knee.....	100%
Eye: loss of - whole eye.....	100%
- sight of.....	100%
- sight of, except perception of light.....	50%
- lens of.....	50%
Loss of four fingers and thumb of one hand.....	50%
Loss of four fingers.....	40%
Loss of thumb both phalanges.....	25%
one phalanx.....	10%
Loss of index finger three phalanges.....	10%
two phalanges.....	8%
one phalanx.....	4%
Loss of middle finger three phalanges.....	6%
two phalanges.....	4%
one phalanx.....	2%
Loss of ring finger - three phalanges.....	5%
- two phalanges.....	4%
- one phalanx.....	2%
Loss of little finger - three phalanges.....	4%
- two phalanges.....	3%
- one phalanx.....	2%
Loss of metacarpals first or second (additional).....	3%
third, fourth or fifth (additional).....	2%
Loss of toes all.....	15%
great, both phalanges.....	5%
great, one phalanx.....	2%
other than great, if more than one toe lost, each.....	1%
if more than one toe lost, each.....	1%
Loss of hearing both ears.....	75%
one ear.....	15%
Loss of speech.....	50%

Where the Injury is not specified, We reserve the right to determine a percentage of disablement, which, in Our opinion, is consistent with the criteria outlined above. Permanent total loss of use of a member (body part) shall be treated as the loss of that member. The total of all percentages payable for any one Accident to any one Person Covered shall not exceed 100%. In the event that a total of 100% has been paid, all cover under this agreement will immediately cease for that Person Covered. Any other losses less than 100%, if paid, will reduce the respective Person Covered's cover under Benefits A and B by that amount from the date of the Accident until the expiration of the Contract.

### **SECTION 3 - DAILY HOSPITAL ALLOWANCE**

#### **Cover Under This Section**

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

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

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

### **SECTION 4 - DEATH BENEFIT**

#### **Cover Under This Section**

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

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

#### **Special Provision Under This Section**

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

### **SECTION 5 - REPATRIATION EXPENSES**

#### **Cover Under This Section**

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

- (a) If, during the Period of Takaful, the Person Covered sustain Injury or illness resulting in death or hospitalization as an in-patient in any registered and licensed hospital for treatment and subsequently certified by the attending registered Medical Practitioner to be unfit to attend to the Person Covered's usual employment.
- (b) If the Person Covered dies or suffers permanent total disablement within twelve (12) months of the Accident or illness occurring during the Period of Takaful.

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

#### **Amount of Cover and Payment of Claim**

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

#### **Proof of Claim**

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

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

# CLAIMS CONDITIONS FOR BENEFIT

## **Notice of Claims**

In the event of any occurrence that may give rise to a claim under this Contract, You must furnish a written notice of death, Injury, or sickness upon which a claim may be based, to Us within fourteen (14) days from the date of death or the date the Person Covered becomes totally and permanently disabled or the date of the Injury or sickness, whichever is earlier. Affirmative proof must be submitted to Us on forms provided by Us within fourteen (14) days from the date of the occurrence of the disability, Injury, or sickness. Every letter, claim, writ, summons, and process must be notified or forwarded to Us immediately upon receipt.

Notice must also be given to Us immediately upon Your knowledge of any impending legal action, prosecution, inquest, or fatal inquiry in connection with any such occurrence. We reserve the right to reject any claim if notification and affirmative proof is served more than fourteen (14) days from the date of the occurrence of the Injury or sickness upon which a claim may be based.

## **Notice to Labour Department**

You must report the accident immediately to the Labour Department as provided under section 13(1) & (2) of the Workmen's Compensation Act (Revised Edition 1984).

## **Examination**

We shall have the right and opportunity, through Our adjusters or medical representative, to examine the Person Covered when and as often as it may reasonably require during the pendency of a claim hereunder, and in the case of death, to investigate the circumstances of death.

## **Proof of Claim**

All documents, information, and evidence required by Us must be furnished at Your expense and shall be in such form and of such nature as We may prescribe.

## **Fraudulent Claim**

If any claim made under this Contract is in any way fraudulent, or if any false declaration is made or used to support a claim, or if any fraudulent means or devices are used by You or by anyone on Your behalf to obtain any cover(s) under this Contract, or if the loss or damage is occasioned by Your willful act or connivance, all covers under this Contract shall be forfeited and withdrawn, and We shall be under no liability or obligation to make any payment under this Contract.

## **Payment of Claim**

Any payment under this Contract shall be payable to You in title for the Person Covered, and You shall be liable for any estate duty and other expenses which may become payable in respect thereof. Any receipt or discharge that You may give to Us for any cover under this Contract shall be deemed a final and complete discharge Us of all liability.

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

## **TABARRU'**

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

## **WAKALAH**

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

## **DISTRIBUTION OF UNDERWRITING SURPLUS**

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Us in a manner deemed fit by Us and in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by Our Shariah Advisory Body, the underwriting surplus will only be distributed to You as hibah upon renewal of this Contract PROVIDED THAT You have not incurred any claim and received any benefit under this Contract whilst it is in force subject to Our discretion and the integrity of the Takaful Fund itself. If this Contract is not renewed, You further agree that there shall be no underwriting surplus entitled to You, and it shall be donated as Tabarru' in the General Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

# **PRIVACY AND DATA HANDLING**

We are committed to protecting Your privacy and handling Your personal data in accordance with applicable laws and regulations. By obtaining and using this Contract, You acknowledge and agree to Our Privacy Policy, which outlines how We collect, use, disclose and safeguard Your personal information. Please review Our Privacy Policy [here](#) to understand how Your data is managed and the measures We take to ensure Your privacy is respected.

# GENERAL CONDITIONS

## **Contract**

This Product Wording, the Personal Certificate, any Endorsements and the application form shall be read together as one Contract, and any word or expression to which a specific meaning has been attached in any part of this Contract shall bear such specific meaning wherever it may appear.

## **Observance**

Our liability is conditional upon the observance by You and the Person Covered of the terms and conditions of this Contract.

## **Written Notice**

Every notice or communication required under this Contract must be delivered in writing to Us by registered mail or personally delivered to Us.

## **Prevention of Accident and Disease**

You shall take reasonable precautions to prevent Accidents and disease to the Person Covered and shall comply with all statutory obligations.

## **Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam**

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

## **Conduct and Control of Proceedings**

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

## **Warranty of Disclosure of Full Salary, Wages, Financial Benefit**

You shall warrant Us that You have declared the full salary, wages, and other financial benefits of persons to be covered for the purpose of calculating the Contribution payable for this Contract.

Where Persons Covered are all persons required to be covered within the meaning of the Brunei Workmen's Compensation Act (Revised Edition, 1984) by You, and where the manner of calculating Contribution payable for this Contract is based on the total annual or any other periodical wages payable to Persons Covered, salary, wages, and other financial benefits of Persons Covered to be declared shall include those of all persons required to be covered by You within the meaning of the Brunei Workmen's Compensation Act (Revised Edition, 1984).

Notwithstanding anything to the contrary in this Contract, and subject to the limits and other conditions of cover provided in this Contract, it is hereby understood and agreed by You that if the salary, wages, and other financial benefits of Persons Covered herein stated or declared in writing to Us are less than the actual wages paid or payable to the Persons Covered corresponding to the relevant Period of Takaful cover, the liability to Us in respect of any claim under this Contract shall be proportionately reduced, and We are not obliged to indemnify You for the proportionate difference.

### **Rateable Proportion**

Subject to the maximum liability under this Contract, if at the time any claim arises under this Contract and there be any other subsisting takaful/insurances, whether effected by You or any other person or persons, covering the same Person Covered, We shall not be liable to pay or contribute more than its ratable proportion of such claim in relation to Our maximum liability under this Contract.

### **Cancellation of Contract**

You may cancel this Contract by serving at least seven (7) days' notice to Us, such notice to state when thereafter cancellation shall become effective. In such event, provided no claim has been made during the Period of Takaful, You shall be entitled for a refund of the net Contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired Period of Takaful.

We may also cancel this Contract by giving a written notice of cancellation to You at the business address shown therein, stating when, not less than seven (7) days thereafter, such cancellation shall become effective. Similarly, provided that no claim has been made during the Period of Takaful, You shall be entitled for a refund of the net Contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired Period of Takaful.

### **Service Charge**

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

### **Treatment of Nominal Payment Amount**

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

### **Termination of Cover**

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

- I. Any breach of the terms and conditions in this Contract; or
- II. The expiry of this Contract; or
- III. The termination/resignation of the Person Covered from Your employment; or
- IV. The cancellation of the Contract on the Person Covered.

### **Records and Reports**

You shall keep a record of the Person Covered under the Contract containing, for each person, the essential particulars of the covers. You shall furnish to Us such information concerning the persons eligible for the cover under the Contract as may reasonably be considered to have a bearing on the administration of the cover of the Contract and on the determination of the Contribution rates. Such records of the Person Covered shall be open for inspection by Us at any time.

### **Limitation**

It is hereby provided that if no notice of claim or any claim made by the Person Covered is served on Us within six (6) months after the expiry of this Contract, We shall not be liable to indemnify You under this Contract for any claims whatsoever by the Person Covered on You.

### **Territorial Limit**

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

### **Disclosure of Pre-Existing Condition**

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

### **Communicable Diseases**

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

### **Change of Business, Occupation, or Physical Condition**

You shall give immediate notice to Us of any change in declaration from what was previously declared in the application form that, in Our opinion, may increase the risk of a claim or any changes on the Contract shall be informed or communicated in writing by registered mail or personally delivered to Us. For example, any changes in address, business, occupation, trade, and shall also give notice of Injury, disease, physical defect, or infirmity affecting the Person Covered. Failure to inform, We will not be liable to pay the cover.

### **Claims Cooperation Clause**

In the event of a claim, You must:

- (i) Give Us a written notice and affirmative proof as soon as reasonably practicable for any claims made against You or losses discovered by You that may give rise to a claim, no later than fourteen (14) days from the date of occurrence of the injury or sickness upon which the claim may be based.
- (ii) Furnish Us with all the required information and supporting documents in respect of claims or possible claims notified in accordance with (i) above as soon as possible.
- (iii) Fully inform Us of all relevant information known to You, including any developments related to the claims and shall fully cooperate with Us and any designated representatives in the investigation, adjustment, settlement or defence of such claims or suits notified to Us.

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

### **Evidence of Age**

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

### **Alteration of Contract**

The Contract may at any time be amended and changed, without the consent of the Person Covered hereunder or any other person having a beneficial interest herein, upon written request being made by You and agreed to by Us, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and conditions We may impose.

### **No Assignment**

The covers under this Contract shall be non-assignable.

### **Subrogation of Rights**

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

### **Laws and Jurisdiction**

This Agreement shall be governed by the Laws of Brunei Darussalam, and Parties agree that the Court of Brunei Darussalam shall have exclusive jurisdiction.

### **Dispute Resolution**

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

### **Endorsement W76**

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

### **Endorsement W77**

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

### **Occupational Disease Clause**

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