




**TAKAFUL BRUNEI AM SDN BHD**

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# GROUP PERSONAL ACCIDENT TAKAFUL PRODUCT WORDING

## INTRODUCTION

This is a Contract between You and Takaful Brunei Am Sdn Bhd for the Group 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 if the Person Covered sustains bodily injury resulting to death or permanent disablement that is caused by violent accidental, external and visible means during the Period of Takaful.

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

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## DEFINITIONS

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

1. **Accident** means unforeseen event, which is caused solely and directly by external, violent, sudden and accidental means.
2. **Age** means entry age at next birthday from the Commencement Date of the Contract.
3. **Benefit Recipient (Nominee)** means your named nominee that will receive the compensation in the event of your death.
4. **Commencement Date** means the date of when Your coverage starts as shown on the Contract or Endorsement.
5. **Contract** means the application form, Corporate Personal Certificate, Product Wordings and any Endorsements.
6. **Contribution** means the sum(s) specified as takaful contribution in Your Corporate Personal Certificate.
7. **Corporate Personal Certificate** means the certificate that shows Your corporate details, details of Your cover, Endorsements and Contribution.
8. **Endorsements** means all alterations or amendments to Your Corporate Personal Certificate or Your Contract issued therewith which We have made or which You have asked for and We have agreed to.
9. **Illness** means sickness or disease contracted after thirty (30) days following the commencement date or date of Endorsement, whichever is later.
10. **Injury** means bodily injury which is caused solely and directly by Accident.
11. **Participant / You / Your** means the person named in the Contract.
12. **Person Covered** means the person to be covered under the Contract.
13. **Product Wording** means the specific terms, conditions, and coverage details outlined in Your Contract.
14. **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.
15. **Tabarru'** means the portion of the Contribution paid by participants that is donated to the takaful fund to help other participants in need.
16. **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.
17. **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 You agree to give Wakalah fee for the aforementioned services.

## 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.

## 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.

# YOUR COVER

## BASIC COVER

In this Contract, We will cover the Person Covered for:

- A. Death
- B. Permanent Disablement
  - i. Total Disablement
  - ii. Partial Disablement

In the event of Injury resulting to death or permanent disablement, We will cover the Person Covered based on the Table of Cover below:

No.	Body Part	Specific Injury Loss	Percentage (%) of Amount Covered	
1.	Life	Death	100	
2.	Body	Total Paralysis / Permanently bedridden	100	
3.	Eyes	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	
4.	Ears	Total Loss of Hearing (Both Ears)	75	
		Total Loss of Hearing (One Ear)	15	
5.	Speech	Total Loss of Speech	50	
6.	Arms	One Arm	50	
		Two Arms	100	
7.	Legs	One Leg / Feet	100	
		Two Legs	100	
8.	Hands	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	
		First or Second (additional)	3	
	Metacarpals	Third, Fourth or Fifth (additional)	2	
		All Toes (on One Foot)	15	
<b>9.</b>	<b>Feet</b>	Great Toe	Both Phalanges	5
			One Phalanx	2
		Other Toe	All Phalanges (each if more than one toes)	1

Conditions for this section:

1. Death must occur within one (1) year of the date of the accident during the period of takaful.
2. The 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 the 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.
3. The complete and irrecoverable loss of use of any body part shall be deemed to be loss of such body part.
4. In the event of disability not specified in above Table of Cover, compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the Person Covered's occupation.
5. In the event of death or disability occurring while the number of Persons Covered are, to Your knowledge, travelling in the same conveyance, the maximum benefit shall be B\$1,000,000 unless otherwise agreed and endorsed and subject to the limit of cover of Your Corporate Personal Certificate.
6. Total Disablement cover is payable only if such Injury wholly and continuously disables the Person Covered from completely attending to any part of their ordinary profession business or occupation within twenty (20) days from the date of the Accident.
7. Partial Disablement cover is payable only if such Injury partially and continuously disables the Person Covered from attending some portion of their profession business or occupation within twenty (20) days from the date of the Accident.
8. The total period payable for Total Disablement cover and Partial Disablement cover shall not exceed 104 weeks.
9. Medical and Surgical Treatment will be payable up to two (2) years after the date of Accident, provided that the first treatment is incurred twenty-six (26) weeks after the date of Accident.
10. 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 Corporate Personal Certificate during the period of takaful.

## EXCLUSIONS

We shall not be liable under the Contract for the death or disablement resulting directly or indirectly from:

- a) 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 act of the participant acting 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.
- b) Any unlawful act(s) or such act(s) prohibited by law and/or Syariah Principles by or to the Person Covered.
- c) Attempted suicide or self - inflicted injury whilst sane or insane.
- d) Provoked assault, or any physical defect or infirmity, childbirth or pregnancy.
- e) 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.
- f) 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 bodily 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 bodily 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.
- g) 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.
- h) 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 bodily 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 bodily 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 had or may have affected his consciousness for the purposes of this sub-section.

- i) 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.
- j) 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.
- k) Person Covered's involvement in any underwater activity necessitating the use of artificial breathing apparatus.
- l) 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.
- m) Person Covered's 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.
- n) Any accident and/or injury, directly, cause by or contributed to by or arising from nuclear weapons material.
- o) Any pre-existing conditions as defined and/or as agreed by Us in writing prior to Commencement Date of the Contract.
- p) Any medical expenses related Cosmetic or plastic surgery or any elective surgery or congenital anomalies.
- q) Any medical expenses related to general check-up or examination for employment or travel, convalescence, custodial or rest care, and all dental care or surgery unless necessitated by injury caused by an Accident.
- r) Any medical expenses related to communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic.
- s) Person Covered being a person under the age of eighteen (18) years or over the age of sixty-five (65).



## ADDITIONAL COVERS

The following are not applicable unless they are specially declared otherwise in the Contract and/or by Endorsements.

**1. Motor Cycling (GPA1)**

We will cover in the event of death or Injury sustained while in the use of a motorcycle or motor scooter other than while engaging in speed trials, or racing of any kind. We shall not be liable for accidental death or disability sustained if a safety helmet was not worn.

**2. Strike, Riot and Civil Commotion (GPA2)**

We will cover the Person Covered in the event of strike, riot and civil commotion.

**3. Specified Sporting Activities (GPA3)**

We will extend to cover in the event of death or Injury sustained whilst engaging in sporting activities listed and named in Your Corporate Personal Certificate under the heading "Endorsement PA3".

**4. Medical Expenses (GPA4)**

We will cover reimbursement of medical, surgical or hospital expenses in connection with Injury up to the amount specified in Your Corporate Personal Certificate.

**5. Air Travel (GPA5)**

We will cover in the event of death or Injury sustained while air travelling in an aircraft of any kind and not as a fare-paying passenger.

**6. Compassionate Benefit (GPA6)**

We will pay the Benefit Recipient a cash benefit as specified in Your Corporate Personal Certificate in the event of Person Covered's death.

**7. Disappearance (GPA7)**

Disappearance, where the Person Covered is not found within one (1) year after the date of disappearance, will be treated as death.

If Person Covered is later found alive, any payments for death under this section must be returned immediately.

**8. Murder, Assault or Kidnapping (GPA8)**

We will cover in the event of death or Injury resulting from murder, assault or kidnapping except for when provoked by the Person Covered.

**9. Hijacking (GPA9)**

We will cover the Person Covered in the event of hijacking or unlawful seizure, except when it arises from war, civil unrest, or similar events.

**10. Amateur Sports Activities (GPA10)**

We will extend to cover Injury resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any Accidents arising out of Exclusion (j) of this Contract.

**11. Accidental Drowning or Suffocation (GPA11)**

We will cover the Person Covered in the event of accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

**12. Snake bites, Harmful Insects or Food Poisoning (GPA12)**

We will cover in the event of death or Injury resulting from snake bites, harmful insects or accidental food poisoning.

**13. Repatriation Expenses (GPA13)**

We will reimburse the cost of transportation of mortal remains from the place of death to the place of residence up to the amount specified in the Corporate Personal Certificate.

**14. Ambulance Fees (GPA14)**

We will cover the cost of immediate transportation to the hospital up to the amount specified in the Corporate Personal Certificate.

**15. Weekly Benefit – Temporary Total Disablement (TTD) and Temporary Partial Disablement (TPD) (GPA15)**

**i. Temporary Total Disablement (TTD)**

We shall provide a weekly benefit in the event where the Injury sustained continuously disables the Person Covered from completely attending to any part of his ordinary profession business and occupation within twenty (20) days from the date of Accident. The total period of compensation payable shall not exceed fifty-two (52) weeks.

**ii. Temporary Partial Disablement (TPD)**

We shall provide a weekly benefit in the event where the Injury sustained partially and continuously disables the Person Covered from attending to some portion of his profession business and occupation within twenty (20) days from the date of Accident. The total period of compensation payable shall not exceed fifty-two (52) weeks.

**16. Hospital Cash Benefit (GPA16)**

We will provide a daily cash benefit in the event of Person Covered being in-patient in a hospital up to the amount specified in the Corporate Personal Certificate and a maximum of thirty (30) days.

Special provision:

- i. This cover is only payable if the Person Covered is in-patient for more than twelve (12) consecutive hours due to an accidental Injury only.

**17. Wheelchair or Prosthesis Expenses (GPA17)**

We will reimburse the expenses incurred for wheelchair or prosthesis due to Injury up to the amount specified in the Corporate Personal Certificate.

**18. Corrective Dental and/or Cosmetic Surgery Expenses (GPA18)**

We will reimburse the expenses incurred for corrective dental or corrective cosmetic surgery performed on the neck, head or chest (naval up) following an Injury, provided that such surgery is recommended and performed by a licensed Orthodontist or cosmetic surgeon.

**19. Sutured Laceration & Avulsion (GPA19)**

We will cover the Person Covered in the event of sustaining sutured laceration or avulsion due to sports or recreational activities.

**i. Sutured Laceration & Avulsion (between 3cm to 10cm)**

Only payable if the Injury is between three (3) cm to ten (10) cm.

**ii. Sutured Laceration & Avulsion (above 10cm)**

Only payable if the Injury is above ten (10) cm.

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 payable shall not exceed the amount specified in the Corporate Personal Certificate.

**20. Bone Fractured or Dislocation (GPA20)**

We will cover the Person Covered in the event of sustaining bone fracture or dislocation due to sports 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 payable shall not exceed the amount specified in the Corporate Personal Certificate.

**21. Physiotherapy Expenses (GPA21)**

We will reimburse the cost of physiotherapy that is required to treat an Injury sustained due to sports or recreational activities.

**22. Death due to Illness & Diseases (GPA23)**

We will extend to cover death due to Illness including natural death.

Special provision:

- i. Cover will only be payable for illnesses contracted and deaths occurring after the Waiting Period.
- ii. Waiting Period for Illness means the period of thirty (30) days from the date of commencement or date of Endorsement, whichever is later.
- iii. Waiting Period for death means the period of twelve (12) months from the date of commencement or date of Endorsement, whichever is later.

**23. Total Permanent Disability due to Illness & Disease (GPA24)**

We will extend to cover total permanent disability due to Illness up to the amount specified in the Table of Cover.

Special provision:

- i. If during the disability the Person Covered dies, We will pay the remaining balance of the total amount covered.

**24. Medical Expenses due to Illness (GPA25)**

We will extend to cover reimbursement of medical, surgical or hospital expenses in connection with Illness including any necessary follow up treatments ordered by a physician within thirty (30) days from the date of discharge up to the amount specified in the Corporate Personal Certificate.

Special provision:

- i. Cover will only be payable for illnesses contracted after the Waiting Period unless the Person Covered has been covered continuously for twelve (12) months.
- ii. Waiting Period for Illness means the period of thirty (30) days from the date of commencement or date of Endorsement, whichever is later.
- iii. This cover is only payable if the Person Covered is in-patient for more than six (6) consecutive hours but not exceeding fifty-two (52) weeks.

**25. Hospital Cash Benefit due to Illness (GPA26)**

We will extend provide a daily cash benefit in the event of Person Covered being in-patient in a hospital due to Illness up to the amount specified in the Corporate Personal Certificate.

Special provision:

- i. Cover will only be payable for illnesses contracted after the Waiting Period unless the Person Covered has been covered continuously for twelve (12) months.
- ii. Waiting Period for Illness means the period of thirty (30) days from the date of commencement or date of Endorsement, whichever is later.
- iii. This cover is only payable if the Person Covered is in-patient for a minimum of three (3) consecutive days but not exceeding fifty-two (52) weeks.

# CLAIMS CONDITIONS

## 1. Notice of Claims

Notification and submission of affirmative proof must be submitted to Us within fourteen (14) calendar days of the incident that may give rise to a claim. Notice given by or on behalf of the Person Covered to us with particulars sufficient to identify the Person Covered, shall be deemed to be notice to Us.

We reserve the right to reject any claim if notification and affirmative proof is submitted after the required time frame mentioned above.

## 2. Amount Covered

The total amount covered payable shall not exceed the overall annual limit specified in Your Corporate Personal Certificate.

## 3. Examination

We shall have the right and opportunity through Our medical representative to examine the Person Covered when and as often as We 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.

## 4. Proof of Claim

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

In the case of death, it must be delivered to Us a Certificate of Death of the Person Covered issued by the relevant authorities and/or other reports from a medical examiner stating as fully as possible the nature, extent and duration of the injury, the cause of death and all such other information and evidence as We may require or consider necessary to satisfy itself of the Person Covered and of the title of the claimant.

## 5. Payment of Claim

Any payments under this Contract shall be payable to You or Person Covered's Benefit Recipient (Nominee), 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 Our liability.

## 6. Amount of Covers

We shall pay, upon satisfactory proof and subject to the provisions of this Contract, the covers payable under this Contract to You or Person Covered's Benefit Recipient (Nominee) in accordance with the Table of Cover and description of cover in Your Corporate Personal Certificate.

**7. Limitation**

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

**8. Fraudulent Claim**

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices be used by You or any one acting on Your behalf to obtain any benefit under this Contract, or if the claim be occasioned by the wilful act or with Your connivance, all covers under this Contract shall be forfeited. If any payment has been made by Us, We have the right to recover such payment and take legal action against You.

**9. Legal Proceedings**

No action at law or in equity shall be brought to recover prior to the expiration of one (1) year or after the expiration of two (2) years from the date of commencement of occurrence.

# GENERAL TERMS AND CONDITIONS

The following terms and conditions apply:

**1. Amount Covered**

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

**2. Payout Currency**

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

**3. Territorial Limit**

The territorial limit for Your cover is worldwide.

**4. Claims Cooperation Clause**

In the event of a claim, You must:

- (i) Give Us a written notice and affirmative proof as soon as reasonably practicable for any claims made or losses discovered by You that may give rise to a claim, no later than fourteen (14) days 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.

**5. Written Notice of Change**

- i. Any changes in declaration from what was previously declared in the application form that may increase the risk of a claim or any changes on the Contract shall be informed or communicated in writing by registered mail or personally delivered to Us immediately in any event within 7 days of the change or increase of risk. Failure to inform Us by then, We will not be liable to pay the cover.
- ii. No alteration in the terms of this Contract nor any endorsement hereon shall be valid unless the same is signed or initialed by Our authorized signatory.
- iii. You shall give immediate notice and in any event within 7 days to Us of any change in Your or the Persons Covered's, business or occupation or habits or pursuits or residence or of any disease, injury or physical defect or infirmity with which he has become affected or of which he has become cognizant, and shall pay any additional contribution that may be required by Us.
- iv. You shall give notice to Us of any other takaful or insurance effected against accident and/or incapacity and or any other perils covered herein this Contract.

## **6. Records and Reports**

You shall furnish periodically to Us, information relating to the new employees and dependents to be covered and terminations of employees and dependents that may be required by Us to administer the cover. Upon request by Us at, not more than once a year, You shall furnish a statement to Us of the ages, occupation and such other relevant data concerning the employees as may reasonably be considered to have a bearing on the administration of this Contract and on the determination of the future Contribution rates. Such information and records shall be open for inspection by Us at any reasonable time.

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

You are under obligation to inform Us in writing by registered mail or personally delivered to Us of any pre-existing injury, illness, disease, medical conditions of the Person Covered that may increase the risk of a claim, prior to the commencement of every new period of cover.

No benefits shall be payable under this Contract for Death or Disablement of any Person Covered due to illness or injury occurring before the payment of the applicable contribution.

## **8. Cancellation of Contract**

We may cancel this Contract on seven (7) days' notice by registered mail to You at Your last known address. Such cancellation shall be effective upon the expiry of the seven (7) days from the date of the notice irrespective of whether or not the notice is actually received by You. In such event We shall retain the contribution paid on a pro-rata basis in proportion to the period the Contract was in force less the wakalah fee and the applicable cancellation levy and return the balance thereof to the You.

The Contract may also be cancelled at any time by giving written notice to Us by registered mail or by hand delivery to Us. All communication is directed to the Underwriting Executive. Such cancellation shall be effective only on the date of the actual receipt of the notice by Us or the effective date of cancellation stated in the notice, whichever shall be the latest. Provided no claim has arisen during the period of takaful You shall be entitled to a return of the contribution paid on a pro-rata basis in proportion to the period the Contract was in force and return the balance thereof to You after deduction of the wakalah fee and the applicable cancellation levy.

You shall return the current original Contract, official receipt and pay cancellation levy to Our counter on or before the date of cancellation.

## **9. Evidence of Age**

We reserve the right at any time to require that the age of any Person Covered under this Contract be proven to its satisfaction.

Evidence of age of a Person Covered must be satisfactory to Us and will be required before any cover in respect of him is paid under this Contract.



**10. Non-Assignment**

The covers under this Contract shall be non-assignable.

**11. Existing Health Conditions**

No covers shall be payable under this Contract for coverage of any Person Covered due to illness or injury occurring before the commencement 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.

**12. Misstatement of Age**

If, at the correct age, the Person Covered would not have been eligible for cover under this Contract, no cover will be payable.

**13. Prevention of Accident and Disease**

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

**14. 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. If the contribution remains unpaid at the end of its due date; or
- iii. The expiry of the Contract; or
- iv. The termination / resignation of the Person Covered from Your employment; or
- v. The cancellation of the Contract on the Person Covered.

**15. 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 terms and provisions We may impose.

**16. Service Charge**

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

**17. 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.

**18. Subrogation of Rights**

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

**19. Coordination of Benefits**

The Contract will not provide compensation other than on a proportionate basis if You or Person Covered has any other takaful or insurance in force or is entitled to indemnity from any other source in respect of the same Accident, illness, death or expense. We have full rights of subrogation and may take proceedings in Your or Person Covered's name, but at Our expense, to recover for Our benefit paid under the Contract.

**20. Selection of Employees**

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

**21. In the Event of Fraud**

If any claim shall, in any respect, be false or fraudulent or if fraudulent means or devices are used by You or Person Covered or anyone acting on their behalf to obtain benefit hereunder, then the cover for the Person Covered shall be cancelled immediately and all cover and contribution forfeited.

**22. 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.

**23. Disclaim of Liability**

If We shall disclaim liability to You or Your Legal Personal Representative(s) or any claimant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been filed in a Court of Negara Brunei Darussalam, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**24. 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).

## 25. Legal Proceedings

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

## 26. Dispute Resolution

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