





Takaful Brunei Am Sdn Bhd
Unit 9 & 10 Spg. 493
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MUSAFIR (TRAVEL) TAKAFUL – MEDICAL OUTBOUND CERTIFICATE WORDING

This TAKAFUL CERTIFICATE is a contract between TAKAFUL BRUNEI AM SDN BHD and YOU.

You have applied for this Takaful Certificate with a Proposal for Musafir (Travel) Takaful – Medical Outbound form and by signing a declaration therein. In return for the Takaful Contribution, We will reimburse You for expenses covered under this Takaful Certificate incurred during the Period of Takaful.

Conditions Precedent to Our Liability under this Takaful Certificate

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

Time of Payment of Takaful Contribution

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

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

MEANING OF WORDS

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

Takaful Certificate	The certificate issued by Us in accordance with the provisions of the Laws of Brunei Darussalam, which is evidence that You have a valid Takaful cover with Us and, which has not expired or has not been cancelled.
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate and for Your Schedule issued therewith which We have made or which You have asked for and We have agreed to Your Schedule will show details of any endorsement(s).
Excesses/Excess	The amount that You must pay towards a claim and is specified in Your Schedule.
Period of Takaful	This is a period which You are covered for and is shown in Your Schedule and may include any extension(s) thereof as may be granted at Our discretion.
Takaful Brunei Am Sdn Bhd/We/Our/Us	Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei Darussalam with an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Negara Brunei Darussalam.
Takaful Contribution	The sum(s) specified as Takaful Contribution in Your Schedule.
Participant/You/Your	The person or people named in Your Schedule.
Schedule	The schedule shows Your personal details, details of cover, Endorsement(s), and Takaful Contribution. The Schedule is issued to You with Your Takaful Certificate.
Covered Trip	The covered trip, which must be within the Geographical Limits, with the length of the trip not exceeding ninety (90) days will begin at the time when You arrive at the country(s) that is outside of Brunei Darussalam and will end at the time when You arrive back in Brunei Darussalam.
COVID-19	Coronavirus or SARS-CoV-2 as defined by the World Health Organisation (WHO).
Quarantine Order	Quarantine order issued by the applicable government/authority directing the Participant to stay at home or at a government arranged accommodation or at another quarantine address until the date that stated on the quarantine order (if issued).
Repatriation Expenses	The costs involved in transporting the Participant or their mortal remains from the place of accident or illness during Your Covered Trip back to Brunei Darussalam.
Geographical Limits	ASEAN – Singapore, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam and including Timor Leste. WORLDWIDE – Anywhere in the World (excluding countries that are restricted by the Brunei Government and countries that are sanctioned by the United Nations).

SCHEDULE OF BENEFITS

The Takaful Certificate covers:

Benefits		Sum Covered
1	Medical Expenses Abroad	BND20,000
2	Repatriation Expenses	BND5,000

SECTION 1 - MEDICAL EXPENSES ABROAD

What You are covered for:

Reimbursement

We will reimburse You for medical expenses.

Conditions for Medical Expenses Coverage

- i. Medical expenses must be the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical product costs;
- ii. Medical expenses must be prescribed by the attending doctor;
- iii. Medical expenses incurred must be due to serious, sudden and unexpected illness or expenses;
- iv. Medical expenses incurred must either be as a result of any accident or illnesses during the Covered Trip, or incurred as a result of internationally and locally recognized epidemics or pandemics (including COVID-19);
- v. Medical expenses must be in accordance with Your Schedule per person during the Period of Takaful;
- vi. You must be in compliance with any applicable Official Brunei Darussalam Government travel guidelines; and
- vii. Any medical expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure.

What You are not covered for:

This section does not cover

- i. Any known conditions or circumstances prior to the inception of the Takaful Certificate or Endorsement, or prior to any trip;
- ii. Any pre-existing conditions whether You are aware of them or not;
- iii. Any non-medical expenses, such as accommodation and travel expenses (inclusive of accommodation and travel expenses during quarantine period);
- iv. Any expenses relating to specialist treatment, which are not prescribed and/or referred by a doctor in general practice;
- v. Any expenses related to any Quarantine Order issued by the relevant authorities or any government of a country, which does not require hospitalization;
- vi. Any expenses incurred for the mandatory pre-departure and/or post-arrival COVID-19 diagnostic tests that are required by the relevant authority or government of a country;
- vii. Any subsequent COVID-19 swab test expenses if Your result is found to be negative; and
- viii. Any expenses related to any COVID-19 treatment where such treatment was first sought more than thirty (30) days from the time COVID-19 was first diagnosed.

Additional Information:

Excess

Each and every claim shall be subject to an excess of BND50.00.

SECTION 2 - REPATRIATION EXPENSES

What You are covered for

Reimbursement	We will reimburse You in respect of Repatriation Expenses of Your return to Brunei Darussalam from Your Covered Trip, in accordance with Your Schedule.
Conditions for Repatriation Expenses Coverage	Any Repatriation Expenses must be evidenced with relevant original documentation and receipts as per the Claims Procedure.

GENERAL CONDITIONS

Cancellation of Certificate

You may cancel this Takaful Certificate by giving fourteen (14) days' written notice to Us provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful Fund the Takaful Contribution You have paid on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to You after deduction of the Wakalah Fee and service charge for the cancellation. Cancellation will take effect from the date the notice of cancellation is received by Us.

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

Takaful Principle and Distribution of Underwriting Surplus

TABARRU'

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

WAKALAH

You hereby appoint Us as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune, subject to the terms and conditions stated in this Takaful Certificate and the Schedule. To this end, You agree to give 35% of the Takaful contribution to Us as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us at a percentage as approved by Our Shariah Advisory Body.

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 Takaful Certificate PROVIDED THAT You have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force **subject to the discretion of Us and the integrity of the Takaful Fund itself**. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus distributed to You and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the Takaful participants and the General Takaful Fund itself.

GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

- (a) Any expenses incurred in any event occurring when You are in Brunei Darussalam;
- (b) Any compensation benefits, indemnity, or reimbursement for personal accident, baggage loss or damage, baggage delays, trip cancellations or trip curtailments, trip delays, missed flight connections, compassionate visits, escort of minor children, medical evacuations, compassionate emergency leave, hospital cash benefit, loss of credit card or personal money, loss of personal documents, loss of travel documents;
- (c) Any indemnity or reimbursement for any legal liability;
- (d) Any travel or legal assistance, or costs of any travel or legal assistance;
- (e) Any expenses incurred as a result of Your bad faith, participation in criminal acts, or as a result of fraudulent, seriously negligent or reckless actions, including Your actions in a state of derangement;
- (f) Any expenses incurred as a result of extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general, any extraordinary atmospheric, meteorological, seismic or geological phenomenon any other type of natural disaster;
- (g) Any expenses incurred as a result of events or actions of the armed forces or security forces in peacetime;
- (h) Any expenses incurred as a result of wars, with or without prior declaration, and any conflicts or international interventions using force or duress or military operations of whichever type;
- (i) Any expenses incurred as a result of engagement in active service in the armed forces or police of any nation, active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
- (j) Any expenses, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an act of terrorism or war;
- (k) Any expenses incurred as a direct result of nuclear reaction or radiation;
- (l) Any expenses incurred as a result of taking part in bets, challenges or brawls, save in the case of legitimate defence or necessity;
- (m) Any expenses incurred as a result of participation in competitions, sports, and preparatory or training tests;
- (n) Any expenses related to accident or injury occurring due to engagement in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- (o) Any expenses incurred as a result of participation in competitions or tournaments organised by sporting federations or similar organisations;
- (p) Any expenses incurred as a result of participation in hazardous winter and/or summer sports such as skiing and/or similar sports;
- (q) Any expenses incurred as a result of the use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters and any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
- (r) Any expenses incurred as a result of accidents deemed legally to be work or labour accidents, as a consequence of a risk inherent to the work performed;

- (s) Any expenses incurred as a result of illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of this Takaful Certificate;
- (t) Any expenses incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted diseases;
- (u) Any expenses incurred as a result of traveling outside Brunei Darussalam contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or a pre-existing condition;
- (v) Any treatment or expenses related to childbirth, miscarriage or pregnancy;
- (w) Any expenses incurred for emotional, mental, psychiatric illness;
- (x) Any expenses incurred as a result of pre-existing conditions;
- (y) Any expenses incurred as a result of illness or injuries existing prior to the claim, unless expressly included in the private or special conditions and subject to payment of the relevant additional contribution;
- (z) Any expenses incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
- (aa) Any expenses incurred as a result of travelling to seek medical treatment or waiting for an operation, post operation check-up or any other hospital treatment, or any medical investigations, tests or test results;
- (bb) Any expenses incurred as a result of travelling to seek immigration or political asylum; or
- (cc) Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.

CLAIMS PROCEDURE

Notice of any claim must be given to Us within fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to Us of medical expenses, death, illness, disability, injury or loss for which a claim is made hereunder and shall be rendered on demand at the claimant's own expense.

All claims must be submitted with comprehensive supporting information.

i. Reimbursement

We will act in good faith in all our dealings. Equally, the payment of claims is dependent on:

a. Medical Expenses

A duly completed claim form with physician report (stamped by the treating physician) must be submitted to Us with original supporting medical documents (documents are to be in English language or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the hospital. We reserve the right to reject the claim if this condition is not complied with.

In cases of an accident or a medical emergency, a duly completed claim form with physician report (stamped by the treating physician) should be submitted to Us with original supporting medical documents (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the hospital.

We shall reimburse You with excess under the Takaful Certificate.

The excess as specified in Your Schedule is on a per disability per person basis.

b. Repatriation Expenses

A duly completed claim form with a death certificate, funeral permit, and medical officer's declaration from any hospital or registered clinic, airway bill, official receipts (documents are to be in English language or certified translated copies, where applicable), as applicable, no later than thirty (30) days after the date of repatriation finalization. We reserve the right to reject the claim if this condition is not complied with.

We shall reimburse you with no excess applied.

ii. Proof of Claim

Original documentation and receipts, together with a fully completed claim form must be submitted to Us within the time limits defined above. All cost incurred, if any, for obtaining and procuring all the documents/supporting documents shall be borne by You. Photocopies will not be accepted.

iii. Examinations

We reserve the right, through Our medical representative, to examine You whenever and so often as it may reasonably require. In addition, We shall have the right to require a post mortem examination, where this is not forbidden by law.

iv. Claims Payment

All payable expenses incurred will be reimbursed in Brunei Dollars (BND). Where the Takaful Certificate is issued in foreign currency, payment will be made at the exchange rate prevailing at time of payment provided by Bank Islam Brunei Darussalam Berhad.



v. Rateable Proportion

Subject to the maximum limit under this Takaful Certificate, if at the time any claim arises under this Takaful Certificate 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 Takaful Certificate.

vi. Limitation

It is hereby provided that if no notice of claim of any claim is served on Us within six (6) months of the expiry of this Takaful Certificate, We shall not be liable under this Takaful Certificate for any claims whatsoever.

vii. Fraudulent Claims

If the claim is in any respect fraudulent or if any false declaration is made or used in support thereof, or if any fraudulent means or devices be used by You or any one acting on his behalf to obtain any benefit under this Takaful Certificate, or if the claim is occasioned by the willful act or with Your connivance, all benefits under this Takaful Certificate 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.

viii. Legal Proceedings

No action in law or equity shall be brought to recover under this Takaful Certificate until after the expiration of sixty (60) days from the date the proof of claim has been furnished in accordance with the conditions of this Takaful Certificate.

ix. Dispute Resolution

The parties hereby consent to the jurisdiction of the Courts of Brunei Darussalam to settle any disputes that may arise out of or in connection with this Takaful Certificate. However, prior to commencing of any legal action or proceedings before the Courts, Parties shall have first made every effort to resolve such dispute amicable through direct informal negotiation within thirty (30) business days from the date when such dispute arose.

x. Governing Law

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



TBA Head Office

Unit 9 & 10, Simpang 493,
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Claim Division

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