



TAKAFUL PERSONAL ACCIDENT FOR STUDENTS CERTIFICATE

Takaful Personal Accident for Students Certificate

TAKAFUL PERSONAL ACCIDENT FOR STUDENTS 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 Form for Takaful Personal Accident For Student (“**Proposal Form**”) and by signing a declaration therein. In consideration of the Takaful Contribution, We will cover You if the Person Covered shall sustain bodily injury caused by violent accidental, external and visible means which injury shall solely and independently of any other cause result in his death or permanent disablement as within defined during the Period of Takaful. We will pay You the sum or sums or money specified in the Table of Benefits allocated to the said Person Covered in the Schedule and the receipt by You shall in all respect be an effective discharge of Our liabilities to You.

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 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 and the Schedule, the Certificate of Takaful, 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 Takaful Contribution and the Takaful Contribution is not paid to Us within the said 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 where We were at risk.

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SECTION 1: DEFINITIONS AND INTERPRETATIONS

DEFINITIONS:

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

Age

Entry age at next birthday from the commencement date of the Schedule.

Accident

Means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.

Basic Cover Cancellation

Cancellation of the Schedule due to non-disclosure thus making it void.

Certificate Wording

Means the entire Certificate comprising of the basic contract, the proposal, personal statements and any declarations made by the Participant and all Supplementary Contracts and endorsements incorporated in the Schedule or endorsed thereon and all written amendments made by Takaful Brunei Am Sdn Bhd.

Claimant

The participant or any person on behalf of the participant who wishes to make a claim for the payment of any benefit under the Takaful contract.

Commencement Date

Means the date of commencement or renewal of cover as shown on the Schedule or Endorsement.

Contribution

Contribution paid by participant in the amount, in the manner, at the intervals and in the method specified in the Schedule.

Contribution period

The period between the contribution commencement and expiry date as specified in the Schedule.

Date of Expiry

Means the date when the Certificate expires.

Educational Institution

Means local institution that is recognized and registered in Brunei Darussalam including preschools, childcare, primary schools, secondary school, colleges, institute of technology and universities.

Endorsement

A written document issued by Us amending the original terms and conditions of the schedule, which is attached to or endorsed on to the contract.

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Exclusion

A provision that indicates circumstances or events for which benefits will not be payable.

Hospital

Means any lawfully operating institution, which has twenty-four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organised facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.

Illness

Means sickness or disease contracted and / or commencing after thirty (30) days following the effective date or date of endorsement, whichever is later.

Injury

Means bodily injury affected directly and independently of all other causes by accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.

Lapse

Termination of Takaful Certificate due to the Participant failing to pay the contribution due within in the Grace Period.

Benefit Recipient (Nominee)

Benefit Recipient is the person whom the participant nominates as a Takaful Benefit Recipient upon his/her death before the expiry/maturity of this Certificate.

Participant / You / Your

Means the Owner and Contributor who participates under this Takaful Certificate.

Period of Takaful

Means the period of takaful specified in the Schedule, and includes any extensions thereof as may be granted by Takaful Brunei Am Sdn Bhd at its sole discretion.

Physician

Means a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training. The attending Physician shall not be Participant or Participant's business partner, employer, employee, agent, or person who is related to the Participant in any way.

Pre-Existing Conditions

Means any injury, illness, condition or symptom:

- a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Certificate for the Person Covered concerned, or
- b) which originated or was known to exist by the Person Covered (or anyone covered under the Certificate) prior to the commencement of the Certificate whether or not treatment or medication or advice or diagnosis was sought or received.

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Schedule

Means the schedule and endorsement thereto to this Certificate and the information that contains the details of Participant, Basic and Supplementary Benefits if any, Contributions, charges and the Period of Takaful.

Sum Covered

Means the maximum amount of benefit payable by Takaful Brunei Am Sdn Bhd.

Surrender

Cancellation of the Certificate at the request of the Participant.

Tabarru'

Means a commitment to donate in a pool or a fund for the purpose of mutual indemnity by all participants.

Takaful Brunei Am Sdn Bhd/We/Our/Us

Means Takaful Brunei Am Sdn Bhd, 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, Brunei Darussalam.

Total Permanent Disability

Means disability, whether caused by bodily injury or disease, which wholly prevents the Participant from engaging in any business, or occupation or performing any work, for compensation or profit, provided, however, that to determine if the total disability has become a permanent one, it must continue uninterrupted for a period of at least six (6) months.

The loss of both arms, or both legs, or of one arm and one leg, or both eyes shall be considered permanent total disability, without prejudice to other causes of permanent total disability. Loss shall mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle; loss of function; with regard to eyes, total and irrevocable loss of sight.

Waiting Period

Means the period of thirty (30) days from commencement date of the Certificate / endorsement. No benefit due to death, total permanent disablement and illness occurring during this period will be payable. Any renewal done after thirty (30) days of expiry will be subject to a fresh Waiting Period.

Wakalah

Means a contract whereby the Participant appoints Us as Wakeel (agent) to administer, manage, invest and distribute the Takaful fund in the event of claim and the participant agrees to give Wakalah Fee for the aforementioned services.

Year

A period of twelve (12) calendar months.

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INTERPRETATIONS

1. Unless the context otherwise requires, any reference to this Certificate to the masculine gender includes the feminine and neuter gender and vice versa.
2. Headings are for ease of reference only and shall not affect the construction and interpretation of this Certificate.
3. Words denoting the singular shall include the plural and vice versa.
4. Reference to person(s) include corporations, companies, firms, partnership, body corporate, unincorporated bodies or any state or government agency or body.
5. Where there are two (2) or more persons included in any term used herein, all agreements, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be deemed to be made by and be binding on such persons jointly and severally.
6. References to Clauses and Schedules unless otherwise stated are to be construed as references to Clauses and Schedules of this Certificate.
7. Unless the context otherwise requires or otherwise expressly stated, any reference to any “laws, legislation, statutes or rules” shall mean the “laws, legislation, statutes or rules” of Brunei Darussalam for the time being in force and includes common or customary law, any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but if not having the force of law the compliance with which is in accordance with the practice of persons to whom the directive, regulation, request or requirement is addressed).
8. Unless otherwise stated, any reference to a time of the day shall be reference to Brunei time.
9. Any reference to legislation, statutes and rules includes all amendments and replacements which may be enacted from time to time.
10. The Schedule hereto shall form an integral part of this Certificate and shall be taken, read and construed as an essential part hereof.
11. Any liberty, power, right, option or discretion which may be exercised or any determination which may be made hereunder by Us may be exercised, or made to Takaful Brunei Am Sdn Bhd’s sole, absolute and unfettered discretion and We shall not be under any obligation to give any reason.

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SECTION 2: TERMS AND CONDITIONS

1. Written Notice of Change

- i. Any changes in declaration from what was previously declared in the Proposal Form that may increase the risk of a claim or any changes on the Certificate Schedule shall be informed or communicated in writing by registered mail or personally delivered to Us immediately in any event within seven (7) days of the change or increase of risk. Failure to inform Us within the specified time, We will not be liable to pay the takaful benefit.
- ii. No alteration in the terms of this Certificate nor any endorsement hereon shall be valid unless the same is signed or initialed by an authorized signatory of Takaful Brunei Am Sdn Bhd.
- iii. You shall give immediate notice and in any event within seven (7) days to Us of any change in his 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 takaful contribution that may be required 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 Certificate.

2. 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 term of takaful cover.

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

3. Cancellation of Certificate

We may cancel this Certificate on seven (7) days' notice by registered mail to the Participant at his 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 the Participant. In such event We shall retain the contribution paid on a pro-rata basis in proportion to the period the Certificate was in force less the wakalah fee and the applicable cancellation levy and return the balance thereof to the Participant

The Certificate may also be cancelled at any time by giving written notice to Us by registered mail or by hand delivery to Us. 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 Certificate was in force and return the balance thereof to the Participants after deduction of the Wakalah Fee and the applicable cancellation levy.

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

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4. Evidence of Age

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

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

5. Existing Health Conditions

No benefit shall be payable under this Certificate for coverage of any Person Covered due to illness or injury occurring before the commencement of this Certificate unless person Covered affected by this condition has been covered continuously under the Certificate for twelve (12) months with no gap in the coverage.

6. Misstatement of Age

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

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7. Termination of Cover

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

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

8. Alteration of Certificate

The Certificate 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 of Takaful Brunei Am Sdn Bhd may imposed.

9. 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 Certificate, whether such acts or things shall be or become necessary or required before or after Your indemnification by Us.

10. Co-ordination of Benefits

The Certificate will not provide compensation other than on a proportionate basis if the Participant 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 the Participant's or Person Covered's name, but at Our expense, to recover for Our benefit paid under the Certificate.

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11. 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 coverage for the Person Covered shall be cancelled immediately and all benefits and contribution forfeited.

12. 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.

13. 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.

14. Absolute Ownership

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

15. Takaful Principle and Distribution of Underwriting Surplus

Tabarru'

You hereby entrust to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the Takaful Contract.

Wakalah

You hereby appoint Takaful Brunei Am Sdn Bhd 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 Takaful Certificate and the Schedule. To this end, You agree to give 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd 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 Takaful Brunei Am Sdn Bhd at a percentage as approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd. 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 the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.

Distribution of Underwriting Surplus

You also understand that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Am Sdn Bhd and accordance to Shariah principles which shall give benefits to You and the said Takaful Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus will only be distributed to the renewed certificate at Takaful Brunei Am Sdn Bhd and You have not incurred any claim and/or received any compensation and/or benefit under the takaful contract whilst the same is in force, which are also subject to the discretion of Takaful Brunei Am Sdn Bhd and the integrity of the Takaful Fund. If the Takaful Certificate is not renewed, You further agrees that there shall no underwriting surplus entitled to You and it shall be donated as Tabarru' in the Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

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SECTION 3: ELIGIBILITY

On the commencement date of the coverage, the Person Covered must be:

- i. Aged six (6) months old to sixty-five (65) years old;
- ii. A student within an educational institution in Brunei Darussalam; and
- iii. Brunei Citizen or Resident of Brunei Darussalam.

Note: Students below eighteen (18) years old will require Parent/Guardian as the Participant.

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SECTION 4: COVERAGE

1. DEATH DUE TO ACCIDENT

We will pay You in accordance to the table of benefits in the event that the Person Covered shall sustain Bodily Injury caused by violent, accidental, external and visible means, the injury of which, solely and independently of any other cause, results in death occurring within twelve (12) calendar months of the event when the bodily injury is sustained.

2. TOTAL PERMANENT DISABLEMENT DUE TO ACCIDENT

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

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

3. DEATH DUE TO NATURAL CAUSE OR ILLNESS

In the event of Death due to natural death and illness of the Person Covered under this Certificate, We shall pay, upon satisfactory proof, the benefits payable under this Certificate to You or Benefit Recipient subject to exclusions.

Illness means sickness or disease contracted and / or commencing after thirty (30) days following the effective date or date of endorsement, whichever is later.

4. TOTAL PERMANENT DISABILITY DUE TO ILLNESS

Upon receipt and approval of due proof that the Person Covered shall have suffered from a total permanent disability as defined, We shall, subject to the other provisions of this Clause, pay benefits to the Person Covered in accordance to the table of benefits.

If during Disability, the Person Covered dies, we will subject to due proof, pay the balance of the takaful benefits payable on death under such Basic Certificate.

If both Death and Total Permanent Disablement occur, our liability is limited to one event whichever comes first.

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5. MEDICAL EXPENSES DUE TO ACCIDENT

In the event that the Person Covered incurs any medical, surgical or hospital expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means, We shall reimburse to You such expenses necessarily incurred and paid up to in aggregate but not exceeding the sum stated in the schedule against the name of the Person Covered for such injury in respect of any one accident.

It is a condition precedent to our liability for the payment of such expenses that the detailed account of incident and medical treatment received shall be submitted to and approved by Us.

Reimbursement shall be payable only if such medical or surgical expenses incurred in respect of treatment given by a Physician within takaful period provided in respect of injury occurring after the date of entry

6. HOSPITAL ALLOWANCE DUE TO ACCIDENT

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 the schedule for the period of the person covered confinement, up to a maximum of thirty (30) days.

This benefit is payable only if the person covered in-patient or confined for more than twelve (12) consecutive hours due to an accidental injury only.

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

	Description of Injury	Percentage of Compensation
1	Accidental Death	100
2	Permanent Disablement:	
3	Loss of two limbs	100
4	Loss of both hands, or of all fingers and both thumbs	100
5	Total loss of sight of both eyes	100
6	Total Paralysis	100
7	Injuries resulting in being permanently bedridden	100
8	Any other injury causing permanent total disablement	100
9	Loss of arm at shoulder	100
10	Loss of arm between shoulder and elbow	100
11	Loss of arm at elbow	100
12	Loss of arm between elbow and wrist	100
13	Loss of hand at wrist	100
14	Loss of leg - at hip; or - between knee and hip; or - below knee	100
15	Eye: loss of - both eyes; or - one eye - sight of both eyes; or - sight of, except perception of light - lens of	100 50 100 50 50
16	Loss of four fingers and thumb of one hand	50
17	Loss of four fingers	40
18	Loss of thumb - both phalanges - one phalanx	25 10
19	Loss of index finger - three phalanges - two phalanges - one phalanx	10 8 4
20	Loss of middle finger - three phalanges - two phalanges - one phalanx	6 4 2
21	Loss of ring finger - three phalanges - two phalanges - one phalanx	5 4 2
22	Loss of little finger - three phalanges - two phalanges - one phalanx	4 3 2
23	Loss of metacarpals - first or second (additional) - third, fourth or fifth (additional)	3 2

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24	Loss toes - all - great, both phalanges - great, one phalanx - other than great, if more than one toe lost, each - if more than one, each	15 5 2 1 1
25	Loss of hearing - both ears - one ear	75 15
26	Loss of speech	50

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

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

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SECTION 5: EXCLUSIONS

We shall not be liable under the Certificate for death or disablement of the Person Covered resulted either 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.

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

- 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. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer on drugs, alcohol and or hallucinogenic substances instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Covered Person 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. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness shall be conclusive evidence as to whether or not bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that had or may have affected his consciousness for the purposes of this sub-section.
- i) Participant 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 Participant is travelling as a fare-paying passenger.

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- j) Participant 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) Participant's involvement in any underwater activity necessitating the use of artificial breathing apparatus.
- l) No benefit shall be payable if the Participant 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) The Participant'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, caused by or contributed to, by, or arising from, nuclear weapons material.
- o) Any medical expenses and Hospital Allowance with respect to sickness.
- p) Any medical expenses and Hospital Allowance with respect to pre-existing conditions as defined and/or as agreed by Us in writing prior to Commencement Date of the Certificate;
- q) Any medical expenses related to communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic.

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SECTION 6: CLAIMS CONDITIONS

1. **Notice of Claims**

Written notice of an occurrence upon which a claim under this Certificate must be given to Us within fourteen (14) days of such occurrence. Notice given by or on behalf of the You to Us with particulars sufficient to identify the Person Covered, shall be deemed to be notice to Us.

2. **Examination**

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

3. **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.

4. **Payment of Claim**

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

5. **Amount of Benefits**

We shall pay, upon satisfactory proof and subject to the provisions of this Certificate, the benefits payable under this Certificate to You or Your Benefit Recipient (Nominee) in accordance with the Schedule of Benefits.

6. **Limitation**

It is hereby provided that if no notice of claim of any claim made by the Person Covered is served on Takaful Brunei Am Sdn Bhd within 6 months of the expiry of this Certificate, We shall not be liable to indemnify the Participant under this Certificate of any claims whatsoever by the Person Covered on the Participant.

7. **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 Certificate, or if the claim be occasioned by the willful act or with Your connivance, all benefit under this 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 the Participant.

8. **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.



TBA Head Office

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Claim Division

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TBA Call Centre

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Branches & Counters

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Seria

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