



Insurans Islam  
**General Takaful** Sdn Bhd  
**CERTIFICATE FOR KEMBARA  
TAKAFUL SCHEME**

**NOTICE**

The Participant must give prompt and immediate notice to Insurans Islam General Takaful Sendirian Berhad of any claim with full particulars of the accident and injuries sustained. Failure to do so may result in disclaim of liability.

Please read and understand the Takaful coverage terms and conditions therein.  
You are required to return the original certificate upon submission of a claim.

## KEMBARA TAKAFUL CERTIFICATE

**Whereas** the Participant by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Insurans Islam General Takaful Sendirian Berhad (hereinafter referred to as “**IIGT**”) for the Takaful hereinafter contained and has paid or agreed to pay in accordance with the Laws of Brunei the Takaful Contribution as consideration for such Takaful.

**IIGT** agrees that in respect of events occurring during the Period of Takaful and subject to the terms exception and conditions contained herein and endorsed hereon (hereinafter collectively referred to as the “**Terms of this Certificate**”), **IIGT** will indemnify the Participant to the extent as defined in the Certificate.

### GEOGRAPHICAL LIMITS

**ASEAN** – Singapore, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand and Vietnam.

**ASIA** – Australia, Afghanistan, Armenia, Azerbaijan, Bahrain, Bangladesh, Bhutan, China, Cyprus, Georgia, Hongkong, India, Iran, Iraq, Japan, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Macau, Maldives, Mongolia, New Zealand, Nepal, Oman, Pakistan, Palestine, Qatar, Russia, Saudi Arabia, South Korea, Sri Lanka, Syria, Taiwan, Tibet, Tajikistan, Timor-Leste, Turkiye, Turkmenistan, United Arab Emirates, Uzbekistan and Yemen and ASEAN countries.

**WORLDWIDE** – Anywhere in the World (excluding countries that are restricted by the Brunei Darussalam Government and countries that are sanctioned by the United Nation).

### WARRANTY

- (a) The **Participant** warrants that he/she is NOT travelling contrary to the advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment.
- (b) The **Participant** must be domiciled in Brunei Darussalam.

### PERIOD OF TAKAFUL (FOR SINGLE TRIP ONLY)

Under Section 8 (Loss of Deposit or Cancellation), cover is effective immediately upon issuance of the Certificate and terminates on commencement of the **Trip** from Brunei Darussalam.

In respect of all other Sections, cover commences when the **Participant** leaves his/her place of residence or business in Brunei Darussalam (whichever is the later) to commence the Trip until the time of return to his/her place of residence or business in Brunei Darussalam or expiry of the Certificate (whichever is the earlier) on the completion of the Trip.

In any event, the Trip should NOT commence more than three (3) hours prior to booked departure time or cease more than three (3) hours after booked return to Brunei Darussalam.

A Trip shall involve return to Brunei Darussalam within the period of Takaful stated in the Certificate.

### PERIOD OF TAKAFUL (FOR ANNUAL MULTI-TRIP ONLY)

Under Section 8 (Loss of Deposit or Cancellation), cover is effective immediately from the time at which the Trip is booked and terminates on commencement of the Trip from Brunei Darussalam during the Period of Takaful as shown in the Certificate.

In respect of all other sections, coverage commences when the **Participant** leaves from his/her place of residence or business in Brunei Darussalam (whichever is the later) to commence the Trip and ends at:

- a) the time of return to his/her place of residence or business in Brunei Darussalam; or
- b) the maximum duration of ninety (90) days for any one Trip; or
- c) the expiry of this Certificate, whichever is earlier.

In any event the Trip should NOT commence more than three (3) hours prior to booked departure time or cease more than three (3) hours after booked return to Brunei Darussalam.

A Trip shall involve return to Brunei Darussalam within the Period of Takaful stated in the Certificate.

## **AUTOMATIC EXTENSION**

The Period of Takaful shall be automatically extended up to thirty (30) days maximum without additional contribution for such period as is reasonably necessary for the **Participant** to complete the **Trip** in the event of delay beyond the control of the **Participant** as a direct result of:

- (a) an **Accident** or **Serious Illness** sustained by the **Participant**; or
- (b) the **Scheduled Public Conveyance** in which the **Participant** is travelling is unavoidably delayed; or
- (c) compulsory quarantine of the **Participant** whilst overseas by local or relevant authority which occurs during the Period of Takaful and the return Trip cannot be completed before the expiry of the Period of Takaful.

Either one (1) of the above events must be admissible under this Takaful in the first instance.

## **CLAIMS NOTIFICATION**

All claim enquiries and any occurrence of loss which may give rise to claim should be reported as soon as reasonably possible to:

Insurans Islam General Takaful Sendirian Berhad  
Claims Division,  
Unit 1 & 2, The Green Industrial Parkland,  
Spg 128-11-26 Tungku Link, Jalan Tungku,  
Bandar Seri Begawan BE3619, Brunei Darussalam  
Tel: (673) 242-8454

All claims must be notified NOT later than fourteen (14) business days upon your return to Brunei Darussalam from the Trip.

**Please return the Certificate** indicating the Section(s) of cover under which you wish to claim. The Participant must provide documents including receipts, information and evidence as may be required by us (including where necessary, translation) at the expense of the Participant or his/her legal representative.

In the case of loss or damage, personal effects or loss of money, promptly notify in writing to the police, hotel, transportation company or transportation terminal authorities within twenty-four (24) hours and obtain a report at the place of loss. Any loss of or damage to baggage etc. while in the custody of carriers (airline, bus company etc.) must be notified within three (3) days in writing to such carriers and to obtain a Property Irregularity Report.

If medical attention is received for Injury or Illness, you should, if possible, pay and obtain receipted accounts. A Medical Certificate showing the nature of the Injury or Illness is required.

Except with our written consent, you must NOT admit liability or give representations or other undertakings binding upon you. IIGT shall be entitled to conduct all proceedings arising out of or in connection with claims in your name and to instruct solicitors of our own choice for this purpose.

IIGT reserve our rights to:

- a) Require you to submit to a medical examination at your expense in support of all claims relating to Injury or Illness,
- b) Arrange for a post-mortem examination at our expense,
- c) Take over and conduct in your name the defense or settlement of any Takaful claim under this Certificate,
- d) At our expense take proceedings in your name to recover compensation from any person responsible for the loss, damage, death, or Injury and at our discretion, settle the proceedings.

## **24 HOURS EMERGENCY MEDICAL AND TRAVEL ASSISTANCE - (+65 6715 8924)**

A twenty-four (24) hour emergency assistance helpline is available for the benefit of the **Participant**. In the event that an emergency medical and travel assistance is required for a situation covered under this Takaful, the Assistance Company will provide advice and support, and, where necessary, arrange for **Emergency Medical Evacuation** and/or **Repatriation**.

## GENERAL DEFINITIONS

- 1 **“Accident”** means an unforeseen and unexpected event.
- 2 **“Age”** means the age of the **Participant** on his/her next birthday on the start date of the Period of Takaful stated in the Certificate.
- 3 **“Annual Multi-Trip Policy”** means a Certificate issued for the selected Plan where you can make an unlimited number of Trips to the selected region of travel but each Trip should NOT exceed ninety (90) days.
- 4 **“Assistance Company”** means IIGT’s appointed service provider responsible for delivering 24-hour worldwide medical, travel, and other related emergency assistance services.
- 5 **“Child”** means a fully dependent child under the age of eighteen (18) years or up to twenty-three (23) years who is studying full-time in a recognised institution of higher learning and is NOT married nor in employment at the time of participation of this Certificate.
- 6 **“Civil Commotion”** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
- 7 **“Civil War”** means armed opposition between two (2) or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d’état, the consequences of Martial Law.
- 8 **“Contents”** means household furniture, fixtures and furnishings, clothing and personal effects belonging to you and/or for which you are responsible or belonging to members of your family or domestic servants permanently residing with you. Landlord’s fixtures and fittings, deeds, bonds, bill of exchange, promissory notes, cheques, traveller’s cheques, securities for Money, documents of any kind, bank currency notes and coins are EXCLUDED.
- 9 **“Curtailement”** means abandonment of the Trip after arrival at the booked destination as shown on the booking invoice and return to place of residence in Brunei Darussalam.
- 10 **“Deductible”** means the amount the Participant must pay towards the cost of each claim. The amount of any Deductible and the items of cover to which they apply are stated in the Schedule.
- 11 **“Dental Expenses”** means expenses for Dental Treatment.
- 12 **“Dental Treatment”** means emergency treatment of teeth to stop sudden pain. This does NOT include normal or ongoing care of teeth or cosmetic surgery to replace crowns or dentures.
- 13 **“Family”** means you and/or your legal spouse with any number of your Child(ren) travelling together for the entire Trip.
- 14 **“Foreign War”** means armed opposition, whether declared or NOT declared between two (2) countries.
- 15 **“Hijack, Hijacked or Hijacking”** means the unlawful seizure or wrongful exercise of control of an aircraft and its crew, in which the Participant is travelling.
- 16 **“Injury”** means bodily injury caused by an Accident, and which shall have occurred solely by and independently of any other causes. Such bodily injury includes injuries resulting in permanent disability or death.
- 17 **“Illness”** means any noticeable change in physical health of the Participant due to a medical condition contracted, commencing or manifesting while overseas during the Period of Takaful in which the Participant seeks the care of a Qualified Medical Practitioner acting within the scope of his/her license to treat the Illness for which the claim is made provided the Illness is NOT Pre-existing and the nature of the Illness is not excluded from this Certificate.
- 18 **“Immediate Family”** means the Participant’s spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister or sister-in-law.
- 19 **“Company/Our/We/Us”** means IIGT.
- 20 **“The Participant/You/Your”** means the covered person shown in the Schedule of the Certificate.

21 **“Loss of Eye”** means the complete and irrecoverable and irremediable loss of sight of an eye.

22 **“Loss of Limb”** means:

- a) in the case of any upper limb loss by physical severance of at least all four (4) fingers in their entirety or permanent total loss of use of an entire arm or hand,
- b) in the case of a lower limb loss by physical severance at or above the ankle or permanent total loss of an entire leg or foot.

23 **“Loss of Speech”** means total permanent inability to communicate verbally.

24 **“Money”** means bank currency notes and coins, cheques, travellers’ cheques, postal or money orders, petrol coupons or credit vouchers belonging to you.

25 **“Permanent Total Disablement”** means absolute disablement for twelve (12) calendar months and at the end of that time beyond hope of improvement.

26 **“Pre-existing Condition”** means any Injury, Illness, or physical condition:

- a) for which treatment, or medication, or advice, or diagnosis has been sought or received during the twelve (12) months prior to the commencement of the Certificate,
- b) which was known by the **Participant** or the Participant to exist prior to the commencement of the Takaful whether or not treatment, or medication, or advice, or diagnosis was sought or received,
- c) for Participant taking Annual Multi-Trip policy, Pre-Existing Conditions will apply to subsequent Trips if the Participant has made a claim for a medical condition on a previous Trip.

27 **“Qualified Medical Practitioner”** means a legally licensed physician or surgeon duly registered and practising within the scope of his/her license pursuant to the laws of the country in which such practice is maintained. The attending Qualified Medical Practitioner shall NOT be the Participant, the Participant’s spouse, the travelling companion of the Participant, or a person who is related to the Participant.

28 **“Riot”** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

29 **“Scheduled Public Conveyance”** means any air, land or water conveyance which is duly licensed for the regular transportation of fare paying passengers but shall EXCLUDE all modes of transportation that are chartered or arranged as part of a tour, even if the services are regularly scheduled, any hired or rental car and any conveyance operated for the purpose of amusement or entertainment.

30 **“Serious Injury or Serious Illness”** whenever applied to the Participant, is one which requires treatment by a Qualified Medical Practitioner and which results in the Participant being certified by that Qualified Medical Practitioner as unfit to travel or continue with his/her Trip. When applied to the Immediate Family, it shall mean Injury, or Illness certified as being dangerous to life by a Qualified Medical Practitioner and which results in the **Participant**’s discontinuation or cancellation of his/her Trip.

31 **“Single Trip Policy”** means a Certificate where contribution is charged according to the selected plan, duration and destination(s) of each Trip undertaken during the Period of Takaful.

32 **“Strike”** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

33 **“Third Degree Burn”** means a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissues beneath.

34 **“Travel Documents”** means travel tickets, passports, and other relevant travel documents.

35 **“Trip”** means the period commencing from the time you leave your place of residence or business in Brunei Darussalam, provided that such departure is not more than three (3) hours prior to the booked departure time, to proceed directly to the place of embarkation in Brunei Darussalam, and ceases when you return to your place of residence or business or within three (3) hours after your arrival in Brunei Darussalam upon clearing immigration, or upon the expiry of the Period of Takaful stated in the Certificate, whichever is the earlier. Subject to maximum duration of Trip NOT more than one hundred and eighty-five (185) days for **Single Trip Policy** and each **Trip** NOT more than ninety (90) days for **Annual Multi-Trip Policy**.

36 **“Valuables”** mean articles of gold and/or silver, and/or other precious metal, and/or precious or semi-precious gems, furs, and watches.

## SECTION 1 – ACCIDENTAL DEATH AND PERMANENT TOTAL DISABLEMENT

| Schedule of Benefits                                                         | Percentage of Principle Sum Covered |
|------------------------------------------------------------------------------|-------------------------------------|
| 1. Death                                                                     | 100%                                |
| 2. Permanent Total Disablement from gainful employment of any and every kind |                                     |
| (a) Loss of two (2) or more Limbs                                            | 100%                                |
| (b) Loss of one (1) Limbs                                                    | 50%                                 |
| (c) Loss of both Eyes                                                        | 100%                                |
| (d) Loss of one (1) Eye                                                      | 50%                                 |
| (e) Loss of Hearing both ears                                                | 75%                                 |
| one ear                                                                      | 15%                                 |
| (f) Loss of Speech                                                           | 75%                                 |
| (g) Removal of Lower Jaw by surgical operation                               | 50%                                 |
| (h) Loss of a Thumb both phalanges                                           | 25%                                 |
| one phalanx                                                                  | 10%                                 |
| (i) Loss of an Index Finger three phalanges                                  | 10%                                 |
| two phalanges                                                                | 8%                                  |
| one phalanx                                                                  | 4%                                  |
| (j) Loss of other Fingers three phalanges                                    | 6%                                  |
| two phalanges                                                                | 4%                                  |
| one phalanx                                                                  | 2%                                  |
| (k) Loss of a Big Toe both phalanges                                         | 10%                                 |
| one phalanx                                                                  | 5%                                  |
| (l) Loss of each Toe                                                         | 2%                                  |
| (m) Third Degree Burns of 40% or more of the total body surface area         | 50%                                 |

- (n) No benefit will be payable unless Death occurs within twelve (12) months from the date of Injury or Permanent Total Disablement has continued for twelve (12) months from date of Injury and in all probability will continue for the remainder of Your life.
- (o) Benefit shall only be payable in respect of any one (1) Participant under Benefits (1) or (2) in connection with the same accident.
- (p) Benefit payable as the result of one (1) Accident shall NOT exceed one hundred per cent (100%) of the Principal Sum Covered for Permanent Total Disablement for any one (1) Participant.
- (q) Benefit payable for loss or loss of use of a whole limb shall NOT include Benefit for parts of that limb.
- (r) Permanent Total Disablement from gainful employment of any and every kind shall have lasted fifty-two (52) weeks before Benefits become payable.
- (s) No benefit will be payable for Loss of Limb or Eye until at least thirteen (13) weeks after the date of Accident and such benefit shall only be payable if Death does NOT happen as a result of the Accident. If a Death Benefit is included but is less than the appropriate Benefits for Loss of Limb or Eye the amount payable for Loss of Limb or Eye shall NOT exceed the Death Benefit until thirteen (13) weeks have elapsed from the date of Accident and the balance shall then be payable if the

Death Benefit has NOT in the meantime become payable as a result of the Accident.

- (t) In the event that the conveyance in which the Participant is travelling in had disappeared, sunk or was wrecked and the Participant's body has not been recovered or is not found within one (1) year of the date of disappearance, sinking or wrecking of the conveyance, IIGT will presume that the Participant have died as a result of an accident. IIGT will pay under the Benefit (1) of this Section as a result of this only if Your personal representative provides Us a signed undertaking that the Benefit amount paid will be repaid to Us if it is discovered subsequently that the Participant is alive.

The maximum amount of all benefits payable for one (1) or more injuries sustained by the Participant during the Period of Takaful shall NOT exceed the maximum limit of this Section of the Certificate.

## **SECTION 2 – MEDICAL AND ACCIDENTAL DENTAL EXPENSES INCURRED OVERSEAS EXCLUDING PRE-EXISTING CONDITION**

In the event that there is also a valid claim under **Section 5 - Emergency Medical Evacuation and Repatriation** for Participant aged 81 years old and above\*, the total amount payable for both **Section 2 (Medical and Accidental Dental Expenses Incurred Overseas Excluding Pre-Existing Condition)** & **Section 5 (Emergency Medical Evacuation & Repatriation Excluding Pre-Existing Condition)** shall NOT exceed B\$100,000 (Brunei Dollars: One Hundred Thousand) for Gold Package and B\$50,000 (Brunei Dollars: Fifty Thousand) for Silver Package.

IIGT will reimburse the Participant for:

- a) Inpatient and/or outpatient treatment and medical expenses, including Dental Expenses.
- b) Additional accommodation and transportation expenses necessarily incurred by the Participant to remain behind upon written advice of a Qualified Medical Practitioner.
- c) Medical treatment for miscarriage arising from Accident up to B\$5,000.00 (Brunei Dollars: Five Thousand), necessarily incurred within twelve (12) months from the date of incident giving rise to the claim as a direct result of an Accident or Illness sustained by the Participant during the Period of Takaful while overseas.

Deductible: each and every claim in this Section shall be subject to a deductible of B\$50.00.

## **SECTION 3 – COMPASSIONATE BENEFIT WHILE OVERSEAS**

In the event of the Participant's demise, the Participant's family may opt for the Participant's final care to be carried out in the country where the passing occurred, subject to relevant government regulations. The Assistance Company will assist in engaging a local correspondent to arrange the necessary plans for the Participant's final care with the consent of the family or next of kin. The costs will be covered up to the amount specified in the Schedule.

## **SECTION 4 – HOSPITAL CONFINEMENT ALLOWANCE WHILE OVERSEAS**

IIGT will pay the Participant for each complete day that the Participant are hospitalized up to the maximum limit of amount shown for this Section if the Participant are admitted to a hospital (licensed for surgery) as an in-patient overseas due to an **Accident or Illness** sustained during the Period of Takaful. "Day" shall mean a continuous twenty-four (24) hour period for which the hospital charges for room and/or board.

## **EXCLUSIONS APPLICABLE TO SECTION 2 (MEDICAL AND ACCIDENTAL DENTAL EXPENSES INCURRED OVERSEAS EXCLUDING PRE-EXISTING CONDITION) AND SECTION 3 (HOSPITAL CONFINEMENT ALLOWANCE WHILE OVERSEAS) ONLY**

**IIGT will NOT pay the claims in respect of:**

1. Any Pre-existing condition.
2. Treatment or aid obtained in Brunei Darussalam.
3. Surgery or medical treatment which in the opinion of the Qualified Medical Practitioner treating the Participant can be reasonably delayed until Your return to Brunei Darussalam.



## SECTION 5 – EMERGENCY MEDICAL EVACUATION & REPATRIATION EXCLUDING PRE-EXISTING CONDITION

In the event that there is also a valid claim under Section 2 – Medical And Accidental Dental Expenses Incurred Overseas Excluding Pre-Existing Condition for Participant aged 81 years old and above\*, the total amount payable for both **Section 2 (Medical and Accidental Dental Expenses Incurred Overseas Excluding Pre-Existing Condition)** and **Section 5 (Emergency Medical Evacuation & Repatriation Excluding Pre-Existing Condition)** shall NOT exceed B\$100,000 (Brunei Dollars: One Hundred Thousand) for Gold Package and B\$50,000 (Brunei Dollars: Fifty Thousand) for Silver Package.

If the Participant suffers an Accident and/or Illness overseas, and which in the opinion of The Assistance Company, it is necessary to evacuate the Participant to the nearest registered medical institution for necessary medical treatment, IIGT will pay for the reasonable cost of transporting and enroute medical care and supplies necessarily incurred.

The means of evacuation arranged by The Assistance Company or its authorised representative may include the assignment of a doctor and/or nurse to accompany You, air ambulance, regular air transportation, rail, road or any other appropriate means. All decisions regarding the means of transportation and the final destination will be made by The Assistance Company or its authorised representative and will be based solely upon medical necessity.

The Assistance Company will arrange for Your return to Brunei Darussalam following Your Emergency Medical Evacuation and subsequent hospitalisation outside Brunei Darussalam. The Assistance Company will also arrange for provision of appropriate communications and linguistic capabilities, mobile medical equipment and medical escort crew.

### EXCLUSIONS APPLICABLE TO SECTION 5 (EMERGENCY MEDICAL EVACUATION & REPATRIATION) ONLY

#### IIGT will NOT pay claims in respect of:

1. Any pre-existing condition.
2. If the Participant makes their own arrangement without the approval of The Assistance Company, then IIGT will not pay the claim except if The Assistance Company cannot be contacted by the Participant for any reason. If IIGT decide to pay for services not rendered or approved by The Assistance Company, then IIGT will only pay the expenses that The Assistance Company would have incurred. For example, if the cost of the arrangement by The Assistance Company is B\$10,000.00 and the arrangement made by the Participant without the involvement of The Assistance Company is B\$11,000.00, then IIGT will only pay B\$10,000.00.
3. Any treatment performed or ordered by a person who is NOT a Qualified Medical Practitioner.

## SECTION 6 – REPATRIATION EXPENSES FOR MORTAL REMAINS

In the event of death, IIGT will reimburse the reasonable charges for burial or cremation of the **Participant** in the locality where death occurs or the reasonable cost of transporting the body or ashes to Brunei Darussalam.

## SECTION 7 – COMPASSIONATE VISIT BY A RELATIVE OR FRIEND

IIGT will reimburse up to the maximum limit of the amount shown for this Section for reasonable accommodation and transportation expenses necessarily incurred by one (1) relative or friend:

- (a) Who on written advice of a Qualified Medical Practitioner, is to remain behind with or travel to be with You, within six (6) months from the date of incident giving rise to the claim as a direct result of an Accident or Serious Illness sustained by the Participant and Your medical condition forbids an evacuation during the Period of Takaful while overseas, OR
- (b) In event of the **Participant's** death due to an Accident or Serious Illness while overseas and there is no adult member of his/her immediate family to assist the funeral arrangement overseas.

## SECTION 8– CHILD HELP

IIGT will reimburse up to the maximum limit of the amount shown for this Section for reasonable accommodation and transportation expenses necessarily incurred by one (1) relative or friend to accompany the Child back to Brunei Darussalam if there is no other adult travelling with the Child in the event that you are hospitalised overseas, within six (6) months from the date of incident giving rise to the claim as a direct result of an Accident or Serious Illness sustained by the Participant during the Period of Takaful while overseas.

**EXCLUSIONS APPLICABLE TO SECTION 1 (ACCIDENTAL DEATH AND PERMANENT TOTAL DISABLEMENT), SECTION 2 (MEDICAL AND ACCIDENTAL DENTAL EXPENSES INCURRED OVERSEAS EXCLUDING PRE-EXISTING CONDITION), SECTION 7 (COMPASSIONATE VISIT BY A RELATIVE OR FRIEND) & SECTION 8 (CHILD HELP) ONLY**



**IIGT will NOT pay claims in respect of:**

1. Injury arising from a cause gradually operating upon You.
2. Meals and other incidental expenses except those incurred by the Participant during hospitalisation for medical treatment at a registered medical institution.

**SECTION 9 – TRIP CANCELLATION**

In the event of the occurrence of any of the following after this Takaful has been effected:

- (a) the unexpected death, or Serious Injury or Serious Illness or compulsory quarantine of the Participant, Your Immediate Family or a travel companion that results in the Participant being left with no travel companion,
- (b) unexpected outbreak of strike or riot arising out of circumstances beyond Your control at the destination(s),
- (c) serious damage to Your principal residence in Brunei Darussalam from fire, flood, or similar natural disaster (typhoon, earthquake etc.) within seven (7) days before the departure date which required Your presence on the premise on the departure date,
- (d) witness, summons or jury service which were not made known to the Participant prior to the taking up of this Certificate,
- (e) bankruptcy or insolvency of the travel agency incorporated in Brunei Darussalam whom the Participant have arranged the Trip within Brunei Darussalam,
- (f) natural disaster which has catastrophic consequences

IIGT will reimburse the Participant up to maximum limit of the amount shown for this Section for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for Your benefit in respect of traveling expenses due to the necessary and unavoidable cancellation of Your Trip.

OR

When the Participant defer or postpone Your Trip as shown in Your booking invoice/travel itinerary due to one (1) of the above reasons, IIGT will reimburse the Participant up to the sub-limit of the amount shown for this Section for the administrative charges unavoidably incurred and for which the Participant are unable to recover from any other source when the Participant defer or postpone Your Trip as shown in Your booking invoice/travel itinerary.

OR

The cover is effective only if this Takaful is participated in before the Participant becomes aware of any circumstances which could lead to the disruption of his/her Trip.

**SECTION 10 – TRAVEL DEVIATION**

IIGT will pay the Participant a cash benefit up to the maximum limit of the amount shown in this Section for every full six (6) consecutive hours of delay up to a maximum limit of the amount shown for this Section if the Scheduled Public Conveyance in which the Participant are travelling is diverted due to:

- (1) adverse weather conditions; or
- (2) emergency medical treatment of a fellow passenger; or
- (3) mechanical breakdown/derangement of that Scheduled Public Conveyance; or
- (4) any event leading to airspace or airport closure,

which prevents the Participant from continuing the Trip and the Participant is delayed from arriving at the planned destination. the Participant cannot claim under both Section 9 (Travel Deviation) and Section 11 (Travel Delay) for the same event.

**SECTION 11 – TRIP CURTAILMENT**

IIGT will reimburse the Participant up to the maximum limit of the amount shown for this Section for:

- (a) the proportional return of the irrecoverable prepaid cost of the Trip in respect of travelling expenses only as shown on the booking invoice, calculated at pro-rated basis for each complete day of the Trip lost,
- (b) reasonable additional hotel and additional travel expenses (where the original travel ticket can be amended at a lower cost than the purchase of a new ticket, the original travel ticket should be amended otherwise shall be based on the usual fare for the same class of travel as that which was originally chosen by You),

necessarily incurred due to the unexpected and unavoidable Curtailment of the Trip, due to:

- (a) Your Serious Injury or Serious Illness.
- (b) The unexpected death, or Serious Injury or Serious Illness of Your Immediate Family or a travel companion that result in the Participant being left with no travel companion.
- (c) Unexpected outbreak of strike/industrial action or riot arising out of circumstances beyond Your control at the destination(s).
- (d) Serious damage to Your principal residence in Brunei Darussalam from fire, flood or similar natural disaster (typhoon, earthquake etc.) which prevent the Participant from continuing Your scheduled Trip.
- (e) Witness, summons or jury services which was not made known to the Participant prior to the taking up of this Certificate.
- (f) Hijacking of the Scheduled Public Conveyance in which the Participant are on board as a passenger.
- (g) Natural disaster which has catastrophic consequences.

It is essential that a Medical Certificate is obtained from the Qualified Medical Practitioner treating any of the above persons to confirm the advice for the Participant or the person with whom the Participant is travelling to return to Brunei Darussalam.

#### **EXCLUSIONS APPLICABLE TO SECTION 9 (TRIP CANCELLATION) AND SECTION 11 (TRIP CURTAILMENT) ONLY**

**IIGT will NOT pay any loss caused directly or indirectly from or due to:**

1. Failure to notify travel agent/tour operator or provider of transport or accommodation immediately if it is found necessary to cancel or curtail the travel arrangement.
2. Any loss that is covered by any other existing Takaful scheme, government program or which will be paid or refunded by a hotel, airline, travel agency or any other provider of travel and/or accommodation.
3. Your disinclination to travel and/or financial circumstances.
4. Cancellation due to any fault on the part of the airline such as operational requirements or rescheduled flights or air crew rotation or mechanical breakdown of the airplane in which the Participant have a pre-booked flight.
5. Frequent flyer points/reward points utilised for this Trip.

#### **SECTION 12 – TRAVEL DELAY**

IIGT will pay the Participant a cash benefit up to the maximum limit of the amount shown for this Section if the departure of the Scheduled Public Conveyance in which the Participant had arranged to travel is delayed for at least six (6) consecutive hours from the time specified in the itinerary supplied to the Participant due to:

- (1) unexpected outbreak of strike/industrial action or riot arising out of circumstances beyond Your control at the destination(s); or
- (2) civil commotion; or
- (3) adverse weather conditions; or
- (4) mechanical breakdown/derangement of that Scheduled Public Conveyance, or
- (5) natural disaster which has catastrophic consequences; or
- (6) any event leading to airspace or airport closure.

For the avoidance of doubt, the total number of hours shall be calculated from the departure time of the Scheduled Public Conveyance specified in the itinerary till the departure of the replacement scheduled public conveyance.

IIGT will pay a maximum limit of twenty-four (24) hours to a Participant travelling to Sabah and Sarawak by motor road vehicle who are stranded or delayed in Sabah and Sarawak on returning to Brunei Darussalam due to major landslide, earthquake, volcanic eruption, flood, or other natural catastrophe resulting in the inaccessibility of the main road to the border. Any breakdown of motor road vehicle is **EXCLUDED**.

#### **EXCLUSIONS APPLICABLE TO SECTION 12 (TRAVEL DELAY) ONLY**

**IIGT will NOT pay for claims arising directly or indirectly from:**

1. Failure to check-in according to the itinerary supplied to the Participant and to obtain written confirmation from the carriers or their handling agents of the number of hours of delay and the reason for such delay.
2. Strike or industrial action existing at the commencement date of this Takaful.
3. Your late arrival at the airport or port after check-in or boarding time (except for the late arrival due to strike or industrial action).
4. Cancellation of Scheduled Public Conveyance by the operators for any reason NOT mentioned above.
5. Your early notification in Brunei Darussalam of Your flight delay before the Participant check-in, at home or before arriving at Brunei International Airport.

## **SECTION 13 – REPLACEMENT OF TRAVELLER**

If the Participant are unable to commence your Trip due to any of the following unexpected events occurring within sixty (60) days before the planned date of departure of the Trip:

- (a) Death or Serious Injury or Serious Illness or compulsory quarantine of the Participant or Your Relative or Travel Companion.
- (b) Serious damage to Your permanent place of residence in Brunei Darussalam arising from Natural Disasters occurring after the issue date of the policy and within one (1) week before the date of departure and which requires the Participant to be present at the permanent place of residence on the date of departure; or
- (c) Witness summons, and are substituted by another person for the Trip, IIGT will reimburse the Participant up to the limits specified in the Selected Plan for the administration charges or fees incurred in making the necessary changes in travel and/or accommodation arrangements to enable such person to take over Your place of the Trip.

## **SECTION 14 – TRAVEL MISCONNECTION**

IIGT will pay the Participant a cash benefit up to a maximum limit of the amount shown for this Section in the event the Participant miss the confirmed onward travel connection on a Scheduled Public Conveyance due to delay of Your confirmed incoming Scheduled Public Conveyance and that there is no onward transportation available. The Participant are required to provide Us a written statement/notification from the operator(s) of the Scheduled Public Conveyance or their handling agent(s) to confirm the Travel Misconnection.

## **SECTION 15 – OVERBOOKED SCHEDULED PUBLIC CONVEYANCE**

IIGT will reimburse the Participant up to the maximum limit of the amount shown for this Section the expenses incurred by the Participant for reasonable hotel accommodation, meals or refreshment if it is NOT provided or compensated by the airline or any third party in the event the Participant fail to board the Scheduled Public Conveyance while overseas arising from overbooking in which a confirmed reservation had been received from the travel agent or operator(s) of that Scheduled Public Conveyance.

The failure to board the Scheduled Public Conveyance due to the overbooking must be confirmed in writing by the operator(s) of the Scheduled Public Conveyance, or their handling agent(s).

## **SECTION 16 – BAGGAGE AND PERSONAL EFFECTS**

IIGT will reimburse the Participant up to the maximum limit of the amount shown for this Section for loss of or damage to baggage taken or purchased on the Trip (including clothing and personal effects worn or carried on the person, suitcases and receptacles) owned or which the Participant are responsible, occurring during the Period of Takaful.

In the event that the Participant purchased a comparable replacement for the lost article, IIGT will pay the replacement cost provided the lost article was NOT more than two (2) years old at the date of loss. If the Participant cannot prove the age of the lost article, or if the lost article is more than two (2) years old, or if the article is NOT replaced, IIGT will deal with the claim on the basis of original purchase value of the article less depreciation or the cost of repair whichever is the lesser.

If any article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

In the event of loss of or damage to any property covered forming part of a pair or set, Our liability shall NOT exceed a proportionate part of the value on the pair or set.

Such losses must be reported to the local police at the place of loss within twenty-four hours (24) hours after the incident and a written statement from the police must be obtained to substantiate the claim.

## **EXCLUSIONS APPLICABLE TO SECTIONS 16 (BAGGAGE AND PERSONAL EFFECTS) AND/OR 18 (PERSONAL MONEY & TRAVEL DOCUMENTS) ONLY**

**IIGT will NOT pay for claims in respect of:**

1. Loss or damage while in the custody of an airline or other carrier, unless reported immediately and a Property Irregularity Report is obtained.
2. Loss or damage arising from delay of confiscation or detention by Customs or other officials.

3. Loss or damage to stamps, documents (other than those specifically mentioned in Section 18) or contact or cornea lenses or damage to fragile or brittle articles.
4. Business goods or samples or any property belonging to Your Employer.
5. Normal wear and tear, gradual deterioration, moths, vermin, inherent vice, mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by the Participant to repair, clean or alter any property.
6. Cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
7. Loss or damage to property covered under any other Takaful policy or reimbursed by any other carrier, hotel, or any other party.
8. Loss of or theft of property left unattended in a public place or as a result of Your failure to take due care and precautions for the safeguard and security of such property.
9. Loss to Participant's baggage sent in advanced mailed or shipped separately.
10. Unexplained and mysterious disappearances.

## **SECTION 17 – BAGGAGE DELAY**

IIGT will pay the Participant a cash benefit up to the maximum limit of the amount shown for this Section if Your checked-in baggage is certified by the carrier to have been delayed, misdirected or temporarily misplaced for at least six (6) consecutive hours from the time of Your arrival at destination overseas and upon return to Brunei Darussalam during the Period of Takaful.

The Participant cannot claim under both Section 16 (Baggage and Personal Effects) and Sections 17 (Baggage Delay) for the same event.

## **SECTION 18 – PERSONAL MONEY AND TRAVEL DOCUMENTS**

IIGT will reimburse the Participant up to a maximum limit of the amount shown for this Section for:

- A. the cost of replacing the Travel Documents including reasonable additional accommodation and travelling expenses necessarily incurred for the purpose of obtaining the replacement of the Travel Documents, and
- B. loss of Your Money up to the sub-limit of the amount shown for this section, arising out of robbery, burglary, theft or natural disaster while overseas during the Period of Takaful.

Such losses must be reported to the local police at the place of loss within twenty-four hours (24) hours after the incident and a written statement from the police must be obtained to substantiate the claim.

### **EXCLUSIONS APPLICABLE TO SECTION 18 (PERSONAL MONEY AND TRAVEL DOCUMENTS) ONLY**

**IIGT will NOT pay claims in respect of:**

1. Shortage due to error, omission, exchange or depreciation in value.
2. Loss of travellers' cheques NOT immediately reported to the local bank or agent of issuing authority.
3. Loss of pre-paid cards, bonds, stamps or securities of any kind.
4. Unexplained losses.
5. Replacement of identification cards.

## **SECTION 19 – PERSONAL LIABILITY**

IIGT will indemnify the Participant for:

- (a) Your legal liability to third party arising from Injury and accidental loss of or damage to property, during the Period of Takaful while overseas; and
- (b) third party's costs and expenses recoverable from the Participant and Your costs and expenses incurred with Our written prior consent, up to the maximum limit of the amount shown for this Section.

### **EXCLUSIONS APPLICABLE TO SECTION 19 (PERSONAL LIABILITY) ONLY**

**IIGT will NOT pay for claims arising out of, in respect of, consequent upon:**

1. Employer's liability, contractual liability or liability to a member of your family.
2. Animal and property belonging to the Participant or in Your care custody or control.
3. Any willful, malicious or unlawful act.

4. Pursuit of trade, business or profession.
5. Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
6. Ownership possession or use of vehicles, pedal cycles, aircraft or watercraft, vehicles, pedal cycles, personal power mobility devices including but limited to electric scooter or bike.
7. Legal costs resulting from any criminal proceedings.
8. The influence of intoxicating liquor, mountaineering, ski-racing in major events, ski-jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies or the use of firearms.
9. Judgements which are NOT in the first instance delivered by or obtained from a Court of competent jurisdiction within Brunei Darussalam.

## **SECTION 20 – KIDNAP AND HIJACKING**

IIGT shall pay the Participant a cash benefit up to the maximum limit of the amount shown for this Section if the Scheduled Public Conveyance in which the Participant are traveling in is hijacked during the Period of Takaful.

### **EXCLUSIONS APPLICABLE TO SECTION 20 (KIDNAP AND HIJACKING) ONLY**

**IIGT will NOT pay for claims in respect of:**

- (1) Your fraudulent, dishonest or criminal acts.
- (2) An event that takes place in Your country of residence, or any country located in Central or Southern America or Africa, or any country that United Nations armed forces are present and active.
- (3) Loss of or damage to property of any description, including intellectual property as a result of the kidnap.
- (4) Such kidnap event NOT reported to the local police, and the report of such incident is NOT submitted to us.

## **SECTION 21 – HOMEAWAY**

IIGT will by payment or at Our option by reinstatement or repair, indemnify the Participant up to the maximum limit of the amount shown for this Section against physical loss of or damage to the Contents, Valuables (while within Your principal residence in Brunei Darussalam that is left vacant because of Your Trip) caused by fire and/or burglary (following an actual forcible and violent entry of the principal residence) during the Period of Takaful after the Participant have legally left Brunei Darussalam.

For loss of or damage due to burglary, IIGT shall indemnify the Participant up to sub-limit of the amount shown for this Section. In no event shall the maximum amount payable per household exceed the amount shown for this Section.

### **EXCLUSIONS APPLICABLE TO SECTION 21 (HOMEAWAY) ONLY**

**IIGT will NOT pay for claims in respect of:**

1. Wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
2. Any loss or damage occasioned through the willful act of the Participant or with the assistance of the Participant.
3. Loss (whether temporary or permanent) of the covered property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing contained the same by any government authorities.
4. Electrical or mechanical breakdown.
5. Consequential loss or damage of any kind.
6. Photographic and sporting equipment and accessories and musical instruments used for business or profession.
7. Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
8. Loss or damage covered under any other Takaful policy or reimbursed by any other party.

## **SECTION 22 – RENTAL VEHICLE EXCESS**

IIGT will reimburse the Participant for any excess or deductible which the Participant become legally liable to pay in respect of loss or damage to the rental vehicle caused by an accident during the rental period while on the Trip overseas.

Conditions to be met:

- (a) The Participant must hold a valid driving license and be either a named driver or a co-driver of the rental vehicle.
- (b) The rental vehicle must be rented from a licensed rental agency.
- (c) the Participant must comply with all requirements of the rental organisation under the hiring agreement and of the Company under such instance, as well as the laws, rules and regulations of that country.

### **EXCLUSIONS APPLICABLE TO SECTION 22 (RENTAL VEHICLE EXCESS)**

**ONLY IIGT will NOT pay for claims in respect of loss of or damage arising from:**

1. Operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public road or in violation of the laws, rules and regulations of the country.
2. Wear and tear, gradual deterioration, damage from insects, or vermin, inherent vices, latent defect or damage.

## **SECTION 23 – TERRORISM (Covers Passive Terrorism Only)**

IIGT will indemnify the Participant up to the maximum limit of the amount shown under all Sections for loss or damage arising directly or indirectly from any act of terrorism except for loss arising from acts of terrorism involving the use or release or the treat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this Section an act of terrorism means an act, including but NOT limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If IIGT allege that any claim is NOT covered by this Section, the burden of proving the contrary shall be upon You.

## **SECTION 24 – LEGAL ASSISTANCE**

What the Participant are covered for:

### **Indemnification**

IIGT will reimburse the Participant the expenses incurred on judicial actions to obtain pecuniary repair of physical damage suffered resulting from an accident involving the liability of a third-party subject to maximum limit specified in Your Schedule.

### **In the event where you require legal assistance**

the Participant will refrain from taking legal proceedings without prior approval from Us, failing which will cause the Participant to lose the benefit of this cover.

However, if the claim warrants urgent measures to safeguard of Your position, then the Participant may resort to The Assistance Company provided that they are notified within forty-eight (48) hours.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Takaful does NOT cover claims:

1. Resulting from Pre-existing condition as defined in the General Definition.
2. Directly or indirectly occasioned by, happening through, or in consequence of:
  - (a) Participation in any professional sports or in any games and sports whereby the Participant would earn remunerations, donation, sponsorship or income of any kind.
  - (b) Underwater activities requiring the use of artificial breathing apparatus except leisure scuba diving under the supervision of a qualified diving instructor.
  - (c) Accidents while engaging in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes), rock climbing and hiking/trekking in remote areas unless with licensed guides, pot-holding and any activity involving the Participant being airborne (whether suspended or not).
  - (d) Accidents while flying other than as a fare paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passenger.
3. Resulting from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications, except miscarriage due to an Accident.
4. If the Participant are travelling contrary to the advice of a Qualified Medical Practitioner and/or for the purpose of obtaining medical treatment.
5. In respect of any property more specifically covered or any claim which but for the existence of this Takaful would be recoverable under any other insurance.
6. Directly or indirectly occasioned by, happening through or in consequence of:
  - (a) Treatment of mental illness, psychiatric disorders, willful self-inflicted Injury or Illness, alcoholism or the use of drugs (other than drugs in accordance with treatment prescribed and directed by a Qualified medical Practitioner, but NOT for the treatment of drug addiction),
  - (b) Sexually transmitted disease, HIV (Human Immunodeficiency Virus) and/or HIV related disease including AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex).
  - (c) Self-exposure to needless peril (except in an attempt to save human life).
  - (d) Nuclear fission, nuclear fusion or radioactive contamination.
  - (e) War, invasion, act of foreign enemies, hostilities (whether war be declared or not), a civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority or civil commotion through or by general mass media.
7. While the Participant is engaged in naval, military, air force service or operations, or testing of any kind of conveyance, offshore or mining, aerial photography or handling of explosives.
8. In respect of mysterious disappearances.
9. In respect of unexplained losses.

### 10. CYBER EXCLUSION CLAUSE

- (a) Notwithstanding any provision to the contrary within this contract, this contract **EXCLUDES** any Cyber Loss.
- (b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - i) the use or operation of any Computer System or Computer Network;
  - ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - iii) access to, processing, transmission, storage or use of any Data;
  - iv) inability to access, process, transmit, store or use any Data;
  - v) any threat of or any hoax relating to (b) i) to (b) iv) above;
  - vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (c) "Computer System" means any computer, hardware, software, application, process, code, programmer, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.



- (d) “Computer Network” means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- (f) When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

#### 11. COMMUNICABLE DISEASE EXCLUSION CLAUSE

- (a) Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement **EXCLUDES** all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- (b) As used herein, “Communicable Disease” means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - i) the substance or agent includes, but is NOT limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or NOT, and
  - ii) the method of transmission, whether direct or indirect, includes but is NOT limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

## GENERAL CONDITIONS

### 1) Governing Law and Jurisdiction

This Certificate shall be governed by and interpreted in accordance with Brunei Law.

### 2) Interpretation

This Certificate shall be read together and any word or expression to which a specific meaning has been attached in any part of the Certificate shall bear such meaning whenever it may appear.

### 3) Observance

The due observance and fulfilment of all the terms and conditions of this Certificate by the Participant or anyone acting on Your behalf insofar as they relate to anything to be done or complied with the Participant or anyone acting on Your behalf shall be a condition precedent to any liability of the Company to make any payment under this Certificate.

### 4) Reasonable Care

The Participant shall act in a prudent manner and exercise reasonable care for the safety and supervision of Your property as if not covered under this Takaful and shall take all necessary precautions to prevent loss, damage, accident, Injury or Illness.

### 5) Fraud

If the Participant makes a dishonest, fraudulent or intentionally exaggerated claim or make a false declaration or statement to support Your claim, IIGT may cancel the Certificate, or refuse to pay You. Criminal offence will be reported to the Police.

### 6) Payment of Benefits

All benefits payable under this Certificate shall be paid to the Participant only, and in the event of Your death, to Your Nominee(s). Such payment shall be a full and final discharge to Us. Benefits payable under this Certificate are in Brunei Dollars.

### 7) Notification of claims

- (a) If anything happens that might lead the Participant to make a claim, the Participant must:
  - i) Notify Us in writing as soon as possible or within fourteen (14) days of the expiry of the Period of Takaful stated in the Certificate.
  - ii) Provide documents including receipts, information and evidence as may be required (including where necessary translation) by Us at the expense of the Participant or his/her legal representative.
  - iii) In the case of loss or damage to baggage or loss of Money, promptly notify in writing to the police, hotel, Transportation Company or transportation terminal authorities within twenty-four (24) hours and obtained a report at the place of loss.
- (b) Except with Our written consent, the Participant must NOT admit liability or give representations or other undertakings binding upon You. IIGT shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name and to instruct solicitors of Our own choice for this purpose.
- (c) If the Participant made a claim, IIGT may:
  - iv) Require the Participant to submit a medical examination at Your expense in support of all claims relating to Injury or Illness.
  - v) Arrange for a post-mortem examination at Our expense.
  - vi) Take over and conduct in Your name the defense or settlement of any claim.
  - vii) At Our expense take proceedings in Your name to recover compensation from any person responsible for the loss, damage, death or Injury and at Our discretion, settle the proceedings.

### 8) Other Insurance (contribution)

If there is any other insurance covering the same loss, damage or liability, IIGT will pay the rateable proportion. This however will NOT be applicable to Section 1 – Accidental Death and Permanent Disablement.

### 9) Subrogation

The Participant shall, at Our expense, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights, remedies or of obtaining relief or indemnity from any other parties to which IIGT shall be or would be entitled or subrogated, upon making payment or or providing indemnity for any loss or damage under the Certificate, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

## 10) Arbitration

The Parties shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Agreement. If Parties are unable to amicably resolve any disagreement or dispute within thirty (30) business days from the date when the negotiation failed, either party shall notify in writing for the disagreement or dispute be referred for resolution by arbitration in accordance with the provisions of the Brunei Darussalam 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 arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

## 11) Cancellation and Contribution Refund

### For Single Trip Policy

IIGT will NOT refund Your Certificate contribution once the Certificate period has commenced. If it has NOT commenced, IIGT will refund fully.

### For Annual Multi Trip Policy

Participant or IIGT may cancel this Certificate at any time during the Period of Takaful.

#### a) Cancellation by Participant

- Participant may cancel this Certificate at any time, by returning the Certificate to us if no claim has occurred or made during the period of Takaful.
- After returning the Certificate, Participant will be entitled to a refund of the balance of the Takaful contribution on a pro-rata basis for the period the Certificate was NOT in force.
- IIGT will NOT return the *Wakalah* fee to the Participant unless the cancellation was made by the Participant due to unforeseen circumstances\* and subject to Our discretion and approval, which shall NOT be unreasonably withheld. In such event, no cancellation fee will be imposed on the Participant who makes the cancellation.

#### b) Cancellation by Us

- IIGT may also cancel this Certificate by giving the Participant fourteen (14) days' notice by registered letter to the Participant at his last known address.
- Participant will be entitled to a pro-rata refund of the contribution for the remaining period calculated on a pro-rata basis fourteen (14) days from the date of the notice to the expiry date of the Certificate.
- IIGT will return the *Wakalah* fee to the Participant on a pro-rata basis for the period the Takaful was not in force.

*\*Note: Unforeseen circumstances mean events of death, insanity (as certified by a Qualified Medical Practitioner) and bankruptcy of the Travel Agency as declared by the courts of Brunei Darussalam.*

## 12) Payment Before Cover Warranty

This Payment Before Cover Warranty will apply to all personal line certificates. By virtue of this warranty, a personal lines certificate shall NOT be in force unless contribution is paid to the Company or Our Authorised Agent/Intermediary on or before the date of inception of the Certificate.

- A. Notwithstanding anything herein contained but subject to b) hereof, it is hereby agreed and declared that the total contribution due must be paid and actually received in full by the Company (or the Authorised Agent/Intermediary through whom this Certificate was effected) on or before the inception date ("the inception date") of the coverage under the Certificate, or Endorsement.
- B. In the event that the total contribution due is NOT paid and actually received in full by the Company (or the Authorised Agent/Intermediary through whom the Certificate was affected) on or before the inception date referred to above, then the Certificate and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Certificate and Endorsement.

### **13) *Tabarru'***

*Tabarru'* is an agreement by a Participant to relinquish as donation, a sum of contribution that he or she agrees to pay into a Takaful Fund. The Participants give sixty-five per cent (65%) of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful Participants, where the *Tabarru'* acts as mutual help and joint guarantee should any fellow Participants suffer from a defined loss.

### **14) *Wakalah***

*Wakalah* refers to a contract in which a party as principal (Muwakkil) authorises another party as his agent (Wakil) to perform a particular task, in matters that may be delegated, either voluntary or with imposition of a fee. The Participant will make contribution to the Takaful Fund as *Tabarru'*. Then all the Participants in a group will appoint or authorise IIGT as their agent (Wakil) to manage the Takaful Fund for the purpose of executing Takaful activities such as underwriting, risk management and claim management. In this *Wakalah* arrangement, IIGT will charge a fee of thirty-five per cent (35%) from the contribution that has been determined and agreed upon in the proposal form.

### **15) Distribution of surplus**

The surplus will be determined at the end of financial period and the surplus (if any) from the Takaful Fund will be allocated to Participants' Fund and IIGT with the proportion of seventy per cent (70%) to the Participants' Fund and *thirty* per cent (30%) to IIGT. The surplus in the Participants' Fund will then be declared and distributed to the eligible Participants. Based on *Ju'alah* concept, IIGT is entitled for the surplus distribution from the Takaful Fund as fee for the good performance of IIGT in managing the Takaful Fund.

The Participants who have incurred claim or received benefit, their portion of surplus will NOT be distributed back to them and shall be credited back as *Tabarru'* to the Takaful Fund.

For the Participants who have surrendered their Certificate before financial year end, they are entitled for the surplus. The surplus will be calculated based on their contribution and participation period in the Takaful Fund.

### **16) Treatment of small payment amount**

For any amount due and payable to the Participants from refund/surrender/maturity/termination/claim that is B\$5.00 (Brunei Dollars: Five) and below, IIGT will donate to charity which will be utilised as '*amal jariah*' on behalf of the Participants.

## ADDITIONAL ENDORSEMENTS

### 3.1. IT CLARIFICATION

Property damage covered under this Certificate shall mean physical damage to the substance of property.

Physical damage to the substance of property shall NOT include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from the Certificate:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses during resulting from such loss or damage. Notwithstanding this EXCLUSION, loss of or damage to data or software which is the direct consequence of Participant's physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss damage.

### 3.2. CONTRACT (RIGHTS OF THIRD PARTIES)

It is hereby understood and agreed that a person who is NOT a party to this Certificate shall have no right under any Contracts (Rights of Third Parties) Act to enforce any of its terms.

Subject otherwise to the terms and conditions of this Certificate.

### 3.3 SPECIAL MEMORANDUM

It is hereby understood and agreed that this Certificate is extended to provide cover for COVID-related claims as follows:

#### WE WILL PAY

A one-time lump sum cash assistance in accordance with the respective limits stated in the Summary of Benefits below upon the Participant and/or Your family being diagnosed positive for COVID-19 (or in other official scientific term, as declared) by the Ministry of Health (MOH) or its legal representatives or other governing bodies as authorised by the respective countries the Participant and/or Your Family are travelling to. The benefits (Plan 1 or Plan 2) as indicated on the Schedule of Certificate.

| Benefit                            | Description                                                                                                                                                                                       | Silver                                     | Gold      |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------|
| a) Cash Assistance                 | The benefit pays one time lump-sum payment of cash assistance upon the Participant being diagnosed COVID-19 positive.                                                                             | B\$1,000                                   |           |
| b) Cancelled Air Ticket            | This benefit allows for reimbursement of Your non-refundable air ticket and accommodation if the Participant are hospitalised due to COVID-19.                                                    | B\$2,000                                   |           |
| c) Daily Hospitalisation Allowance | This benefit pays daily allowance if the Participant are hospitalised due to COVID-19 by order of the relevant government authorities or a recognized public health authority.                    | B\$1,400<br>(B\$100 per day x 14 days max) |           |
| d) Hospitalisation and Surgical    | This benefit pays the cost of hospitalisation and surgery due to COVID-19.                                                                                                                        | B\$20,000                                  | B\$50,000 |
| e) Compassionate Visit             | Reimbursement of one relative or one friend's return flight and hotel accommodation expenses if the Participant are hospitalised during Your trip due to COVID-19 and their presence is required. | B\$2,000                                   |           |

|                                                                                                                                               |                                                                           |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------|--------------------------|
| f) Wellness Product<br>Wellness product is a health product or supplements which can be obtained from pharmacy approved by relevant authority | Reimbursement of purchase of Wellness Product and/or cost of Immunization | B\$500                   |                          |
| g) Maximum Payable                                                                                                                            | All sections combined benefits                                            | B\$20,000<br>(per event) | B\$50,000<br>(per event) |

#### **SPECIAL CONDITIONS APPLICABLE TO THE SPECIAL MEMORANDUM**

- A. Provided always that the Participant and/or Your Family were tested and/or diagnosed COVID-19 positive within the Period of Takaful and any subsequent period as stipulated in the policy terms and conditions whilst overseas.
- B. Provided always that the Participant shall give Us written notice, together with the Kembara Takaful Certificate number and a duly certified copy of the COVID-19 test result(s) within fourteen (14) days from receiving such result from MOH or its representative or other any other governing bodies as authorised by the respective countries, failing which the claim may be denied.

#### **WE DO NOT PAY**

- i. If the Participant and/or Your Family were tested and diagnosed COVID-19 positive prior to your check-in at the airport on the first departure date of the scheduled flight as per the Period of Takaful stipulated in the policy,
- ii. If the Participant and/or Your Family were tested and diagnosed COVID-19 positive upon arrival in Brunei Darussalam.
- iii. If the Participant failed to produce the certified test result.