



INSURANS ISLAM TAIB FAMILY TAKAFUL

CERTIFICATE FOR OVERSEAS STUDENT ASSIST TAKAFUL PLAN

OVERSEAS STUDENT ASSIST TAKAFUL PLAN

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WHEREAS the Certificate Holder (hereinafter called '**the Participant**') described in the Schedule hereto (hereinafter called '**the Schedule**') by a written Proposal and Declaration has applied to Insurans Islam TAIB Family Takaful Sendirian Berhad (hereinafter called '**the Company**') for the Takaful coverage hereinafter mentioned for the Participant and has paid or agreed to pay the Takaful contribution stated in the Schedule as consideration for the said Takaful coverage.

NOW THIS CERTIFICATE WITNESSETH in respect of events occurring during the period of Takaful as stated in the Schedule and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as '**the Terms of this Certificate**').

SECTION 1 – DEFINITIONS AND INTERPRETATIONS

DEFINITIONS:

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

1. **Accident**

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

2. **Assistance Company**

Aspire Lifestyles (APAC) Pte Ltd, a company incorporated in Singapore and having its address at 331 North Bridge Road, 17th Floor Odeon Towers, Singapore 188720, providing 24-hour medical and travel assistance, and other related emergency services for this Takaful Certificate on the Company's behalf.

3. **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.

4. **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 the Company.

5. **Chronic Condition**

Means condition which, with current medical knowledge, treatment can alleviate but not cure.

6. **Commencement Date (Start date)**

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

7. **Confinement**

Means admission to a Hospital or other COVID-19 Medical Centre in the country in a continuous and uninterrupted period with a minimum of six (6) hours where the Person Covered studies, as an In-Patient, upon the advice of and under the regular care and attendance of a doctor, and prior to discharge, which shall be evidenced by a room and board charge by the Hospital.

8. **COVID-19**

Means the strain of Novel Coronavirus 2019, classified by World Health Organisation (WHO) in February 2020 as 'Coronavirus Disease 2019', or any mutation or variation, contracted and commencing while this Certificate is in force.

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9. **Co-Takaful**

Means the proportion of covered medical expenses claims which the Person Covered must pay. The amount of any co-Takaful and the items of cover to which they apply are stated in the Schedule.

10. **Deductible**

Means the amount the Person Covered must contribute towards the cost of each claim or course of treatment. The amount of any deductible and the items of cover to which they apply are stated in the Schedule.

11. **Emergency**

Means a situation which, in the Company's opinion or the Company's authorised representatives, constitutes a serious or life-threatening medical emergency requiring immediate medical attention in order to avoid death or serious impairment to the Person Covered's immediate or long-term health prospects.

12. **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 organized 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.

13. **Illness**

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

14. **Injury**

Means bodily injury effected 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.

15. **Medical Expenses**

Means any reasonable and customary physician's fee, ambulance services, hospitalisation fees, medical supplies and medications, all of which are only claimable once Person Covered has contracted the Illness.

16. **Other COVID-19 Medical Centre**

Means any government-designated health facilities in which the local Ministry of Health has authorised to provide care and medical treatment to those suffering from COVID-19.

17. **Overseas**

Means beyond the territorial limits of Brunei Darussalam.

18. **Oversea Residence**

Means the Person Covered's permanent place of residence whilst studying abroad during the Period of Takaful.

19. **Period of Takaful**

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

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20. **Person(s) Covered** means in respect of an Individual Plan means the student named in the Schedule as the Person(s) Covered.

21. **Pre-Existing Illness**

means any injury, disease, 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 this Takaful coverage; -or
- (b) which presented signs or symptoms of which the Participant or any Person Covered was aware or should reasonably have been aware or which originated or existed prior to the commencement of this Takaful coverage.

The Participant and/or the Person Covered is/are considered to have reasonable knowledge of a Pre-Existing Illness where:-

- (a) A Person Covered had received or is receiving treatment;
- (b) Medical advice, diagnosis, care or treatment has been recommended;
- (c) Clear and distinct symptoms are or were evident; or
- (d) Its existence would have been apparent to a reasonable person in the circumstances.

22. **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 the Participant or Participant's business partner, employer, employee, agent, or person who is related to the Participant in any way.

23. **Quarantine Order**

Means a medically necessary and compulsory isolation order which is: - a) an order in response to the Person Covered contracting COVID-19 or is suspected of being exposed to COVID-19, including if the Person Covered had travelled to certain designated countries, territories or regions; b) ordered by a government authority vested with the power to issue such an order; and c) where non-compliance of the order would result in civil or criminal penalties.

24. **Reasonable and Customary Charges**

Means charges for medical care which shall be considered by the Company or the Company's medical advisers to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Brunei Darussalam where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Any scales of charges which may be agreed from time to time between the Company, hospitals and physicians shall also be indicative of such reasonable and customary charges.

25. **Repatriation Expenses**

Means reasonable charges incurred for: -

- i. The transportation of the Person Covered from place of study to Brunei Darussalam (limited to 1 destination only) following bodily injury/sickness which results in his permanent total disablement;
- ii. Transportation of the body of the Person Covered from place of study to Brunei Darussalam (limited to 1 destination only) where death occurs following bodily injury/sickness.

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26. **Serious Medical Condition**

Means, for the purpose of interpreting emergency medical evacuation cover, a condition which in the Company's opinion or the Company's authorised representatives constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Person Covered's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Person Covered's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

27. **Schedule**

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

28. **Sum Covered**

Means the maximum amount of benefit payable by the Company.

29. **Tabarru'**

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

30. **Permanent Total Disablement**

Means disability, whether caused by bodily injury or disease or due to unknown cause, which wholly prevents the Person Covered from engaging in any business, or occupation or performing any work for compensation or profits, and the disability must continue uninterruptedly 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 Disablement, without prejudice to other causes of Permanent Total Disablement. Loss shall mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle; and with regard to eyes, total and irrevocable loss of sight.

31. **Wakalah**

Means a contract whereby the Participant appoints the Company as agent (*Wakil*) to administer, manage, invest and distribute the Takaful fund/Participant's Risk Fund in the event of claim and the Participant agrees to give *Wakalah* Fee for the aforementioned services.

SECTION 2 – TERMS AND CONDITIONS

1. **THE CONTRACT**

This Certificate, the Schedule and any endorsement to this Certificate shall be read together as one contract and any word or expression to which specific meaning has been attached to any part of this Certificate or the Schedule or any endorsement to this Certificate shall bear such specific meaning wherever it may appear.

2. **CONDITION PRECEDENT TO LIABILITY**

The due observance and fulfillment of the Terms of this Certificate by the Participant and/or the Person Covered and the truth of the statements and answers in the Proposal and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

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3. THE BENEFITS

The maximum limits of benefits payable by the Company for each claim and in the aggregate for one period of Takaful are as stated in the Schedule and in the Table of Benefits herein.

4. TERRITORIAL LIMIT

This Takaful coverage is a worldwide coverage.

5. RECORDS AND REPORTS

The Participant shall keep a record of the Person Covered as well as the essential particulars of this Takaful plan. The Participant shall immediately furnish to the Company such information concerning or relating to the Person Covered as may be reasonably required for the purpose of administering this Takaful plan and/or for the purpose of determining the Takaful contribution rates payable by the Participant. The Participant shall allow the Company to inspect such records on the Person Covered at any reasonable time.

6. CHANGE OF BUSINESS OR OCCUPATION

The Participant shall give immediate written notice to the Company of any change in the Participant's address or business or occupation or trade or in any Person Covered's profession or address.

7. NON-DISCLOSURE OF FACTS

This Certificate shall become void and the Company shall not be liable to pay the Takaful benefit under this contract of Takaful in the event of misrepresentation, misdescription or non-disclosure of fact(s) by the Participant and/or the Person Covered.

8. EVIDENCE OF AGE

The Company reserves the right at any time to require that the age of any Person Covered under this contract of Takaful be proven to its satisfaction.

9. PAYMENT OF BENEFITS

The Company shall only pay the benefits payable under this contract of Takaful upon satisfactory proof that such benefits are payable.

10. ALTERATION OF CERTIFICATE

This Certificate may, at any time, be amended and changed, without the consent of the Person Covered or any other persons having a beneficial interest therein upon written request being made by the Participant and agreed to by the Company but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to such terms and provisions the Company may impose.

No change in this Certificate shall be valid unless evidenced by endorsement signed by an authorized officer of the Company.

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11. RENEWAL AND CANCELLATION OF CERTIFICATE

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal Takaful contribution becoming due. This Certificate shall not be renewable in respect of any Person Covered after the end of the period of Takaful during which such Person Covered attains the age limit as stated in the Schedule. The company reserves the right to vary the terms and provisions of this Certificate on any certificate anniversary.

The Certificate either in its entirety or in respect of any Person Covered may be cancelled by the Company at any time by giving fourteen (14) days' notice by registered letter sent to the Participant at the Participant's last known address provided that such cancellation shall be without prejudice to the rights of the Participant in respect of prior injury to any Person Covered. The 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. The Company will return the *Wakalah* fee to the Participant on a pro-rata basis for the period of the Takaful was not in force.

This Certificate may be cancelled by the Participant by serving at least fourteen (14) days' notice to the Company.

In such event, provided no claim has been made during the current certificate year, the Participant shall be entitled for a return of the net Takaful contribution calculated pro-rata for the unexpired period of Takaful.

12. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Certificate shall terminate on:-

- I. termination of this Takaful contract; or
- II. the expiry date of the Period of Takaful for that Person Covered as stipulated in the Schedule; or
- III. the date a full benefit of Permanent Total Disablement claim for that Person Covered is approved; or
- IV. a valid claim made for the benefit under Death due to bodily injury, illness or disease or an unknown cause, whichever occurs earlier.

13. COOLING OFF PERIOD

If the Participant should find that this Certificate does not meet his/her needs, he may return it within fourteen (14) days after the commencement date of this Certificate. In such event, provided no claims has been made during the current certificate year, the Participant shall be entitled for a full refund of the contribution paid without surplus by the Company in considering his/her application.

14. NON-ASSIGNMENT

This Certificate and the benefits under this Certificate are not assignable by the Participant.

15. EXISTING HEALTH CONDITION

Unless otherwise stated, no benefit shall be payable under this contract of Takaful for claims due to disease, illness or injury occurring before the commencement of this Takaful coverage ('Pre-Existing Illness').

16. MISSTATEMENT OF AGE

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

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17. PREVENTION OF ACCIDENT AND DISEASE

The Person Covered shall take all reasonable precautions to safeguard himself against accidents, diseases and illnesses and shall comply with all statutory obligations.

18. OTHER TAKAFUL

If at the time any claim arises under this Certificate and should there be any other subsisting Takaful whether effected by the Participant or by any other person(s) covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.

19. ARBITRATION

The Participant and the Company shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Certificate. If the Participant and the Company 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 Participant and the Company, 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 Participant and the Company under this Certificate 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.

20. CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Takaful that the contribution due must be paid and received by the Company within sixty (60) days from the inception date of this Certificate/endorsement/renewal Certificate. If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata contribution for the period they have been at risk.

21. JURISDICTION

The Company shall not be liable under this contract of Takaful in respect of judgments that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Brunei Darussalam.

22. PLACEMENT OF CONTRIBUTION

The Takaful contribution payable by the Participant under this contract of Takaful shall be managed by the Company based on the concept of *Wakalah*, whereby: -

Tabarru'

- a) *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.
- b) The participants give seventy per cent (70%) of their contribution 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.

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Wakalah

- a) *Wakalah* refers to a contract in which a party as principal (*Muwakkil*) authorizes 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.
- b) The participants will make contribution to the Takaful fund as *Tabarru'*, and then all the participants as a group will appoint or authorize the Company as their agent (*Wakil*) to manage the Takaful fund for the purpose of executing Takaful activities such as underwriting, risk management and claims management. In this *Wakalah* arrangement, the Company will charge a fee of thirty per cent (30%) from the contribution that has been determined and agreed upon in the proposal form.

Under this contract of Takaful, the Company shall be entitled to do the following:-

- a) invest all the money in the Takaful fund or any part thereof as it deems fit at its absolute discretion in accordance with the Syariah principles;
- b) pay all benefits and approved claims under this contract of Takaful out of the Takaful fund;
- c) pay all expenses incurred by the Company in investing the Takaful fund (including but not limited to all costs and expenses incurred for the reTakaful of the Takaful coverage under the contract of Takaful) out of the Takaful fund; and
- d) pay all expenses that are necessary to manage the Takaful fund (including but not limited to all costs and expenses incurred by the Company in managing the investment of the Takaful fund or any part thereof) out of the Takaful fund.

23. SHARE OF SURPLUS

The Participant understands that the surplus arising from the Takaful fund, if any, shall be managed in a manner deemed fit by the Company and accordance to the Shariah principles. The surplus will be determined at the end of financial period and the surplus (if any) from the Takaful Fund will be remained therein for the benefit of the Takaful participants and the Takaful Fund itself.

24. SUBROGATION

In the event of a claim by the Participant and/or the Person Covered under this Takaful plan, the Company shall be entitled to undertake in the name and on behalf of the Participant and/or the Person Covered the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Participant and/or the Person Covered to recover compensation or secure indemnity from any third party in respect of anything covered by this Takaful plan. The Participant shall give all such information and assistance as the Company may require.

25. CO-ORDINATION OF BENEFITS

This 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. The Company has full rights of subrogation and may take proceedings in the Participant's or Person Covered's name, but at the Company's expense, to recover for the benefit paid under this Certificate.

26. NON-GUARANTEEN OF CONTRIBUTION PAYABLE

The Takaful Contribution payable is not guaranteed and the Company reserves the right to revise the Takaful Contribution payable based on future claims experience.

27. RETAKAFUL (REINSURANCE)

The Company shall have the discretion to secure adequate retakaful (reinsurance) from any sources it deems fit for the benefit of the Participant.

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28. NOTICE

Any notice or communication between the parties shall be in writing.

Any notice required to be served to the Participant shall be deemed to be sufficiently served if the same is delivered personally to the address of the Participant at his/her last known address in Brunei Darussalam or if by post then by prepaid registered letter addressed to the Participant at his/her last known address in Brunei Darussalam and such notice shall be deemed to have been served in the normal course of post.

Any notice required to be served to the Company shall be delivered personally by hand or by registered post to its Head Office address as stated herein or at such other address as the Company shall notify the Participant in writing from time to time.

29. GOVERNING LAW

This contract of Takaful is governed by the laws of Brunei Darussalam.

SECTION 3 – COVERAGE

A. ACCIDENTAL DEATH AND PERMANENT TOTAL DISABLEMENT

INDEMNIFICATION

The Company will pay to the Participant or his Benefit Recipient, the Sum or Sums of money specified in 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:

- i. **DEATH** occurring within twelve (12) calendar months of bodily injury as aforesaid.
- ii. **PERMANENT TOTAL DISABLEMENT** as per the Table of Benefits (Table 1 below) occurring within twelve (12) calendar months of bodily injury as aforesaid.

If during disablement, the Participant dies, the Company will, subject to due proof, pay the balance of the Takaful benefits payable on Accidental Death under such Basic Certificate.

Disablement benefit will cease upon Person Covered attaining the age of sixty-five (65) years old.

If both Accidental Death and Permanent Total Disablement due to accident occur, the Company's liability is limited to one event whichever comes first.

B. DEATH AND PERMANENT TOTAL DISABLEMENT

INDEMNIFICATION

1. DEATH BENEFIT

In the event of death of any Person Covered under this contract of Takaful, the Company will pay, upon satisfactory proof, the benefits payable under this contract of Takaful to the Participant.

A Person Covered shall be deemed dead for purposes of this contract of Takaful if his/her body is not found for more than seven (7) years as a result of sinking and/or wreck of the airplane, ship, vessel or carrier (duly licensed for the regular transportation of fare paying passengers) in which that Person Covered was a fare-paying passenger and onboard at the time of the incident provided that the Company shall only consider the claim for any Takaful benefit payable under this contract of Takaful for that Person Covered after seven (7) years from the date of the filing of the claim report for missing person and provided further that supporting documents for such claims are promptly provided to the Company. If that Person Covered is found to be alive after the benefit(s) under this contract of Takaful has been paid by the Company, then any sum so paid shall be refunded to the Company forthwith upon written notice for such refund, failing which, such sum shall be a recoverable debt by the Company.

2. PERMANENT TOTAL DISABLEMENT

Upon receipt and approval of due proof that the Person Covered has suffered from a Permanent Total Disablement as defined or a disability percentage confirmed by doctor, the Company shall pay to the Participant as specified in Table of Benefits (Table 1 below, subject to the terms and conditions of this Certificate.

The Company's liability is limited to one event, whichever comes first. For avoidance of doubt, if Death occurs as a result of Permanent Total Disablement, the Company's liability shall be limited to Permanent Total Disablement only.

CONDITION OF COVERAGE

1. The aggregate of all percentage payable in respect of any one accident and any period of Takaful shall not exceed 100% of the capital Sum Covered.
2. If the Person Covered is eligible under Permanent Total Disablement and Accidental Permanent Disablement Clause, the Takaful benefit payable will be under one Clause only, whichever is bigger in amount.

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TABLE OF BENEFITS FOR PERMANENT TOTAL DISABLEMENT

Table 1

No	Description of illness or injury	Benefit Percentage
1	Loss of all sight of a) Both eyes b) One eye	100% 50%
2	Loss of all hearing in a) Both ears b) One ear	100% 50%
3	Loss of speech	50%
4	Loss of arm a) At shoulder b) Below wrist	50% 50%
5	Loss of leg a) At hip b) Below knee	50% 50%
6	Loss of a) Four fingers and thumb of one hand b) Four fingers of one hand c) Thumb i. Both phalanges ii. One Phalanx d) Index finger i. Three phalanges ii. Two phalanges iii. One phalanx e) Middle finger i. Three phalanges ii. Two phalanges iii. One phalanx f) Ring finger i. Three phalanges ii. Two phalanges iii. One phalanx g) Little finger i. Three phalanges ii. Two phalanges iii. One phalanx h) Metacarpals i. First or second (additional) ii. Third, fourth of fifth (additional) i) Toes i. All of one foot ii. Great, both phalanges iii. Great, one phalanx iv. Other than great if more than one toe lost, each	50% 40% 25% 10% 10% 8% 4% 6% 4% 2% 5% 4% 2% 3% 2% 1% 3% 2% 15% 5% 2% 1%

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C. HEALTH CARE

INDEMNIFICATION

The Company shall provide treatment coverage for the Person Covered per certificate year limit basis and subject to sub-limits as shown in the accordance to the Schedule.

1. Hospital Room and Board

Cover includes Hospital accommodation, meal charges, nursing care and intensive unit care charges upon recommendation of a physician, the Participant is registered as a bed patient in a hospital.

The amount of the benefit and period payable shall be equal to the actual charges made by the Hospital during the Person Covered's confinement and shall not exceed for any one day the rate of daily benefits set forth in the Schedule.

2. Hospital Miscellaneous

The Hospital Miscellaneous Expenses cover all medically necessary treatment and services provided by or on the order of a Physician to the Person Covered when admitted as a registered in-patient.

The amount of the benefit and period payable shall be equal to the actual charges made by the Hospital during the Person Covered's confinement and shall not exceed the maximum benefit set forth in the Benefit Schedule.

3. Surgical Fees

Surgical benefits will be paid in an amount equal to the sum charged for such operation, provided however that the maximum benefit for all surgical operation performed shall not exceed the sum shown in the Schedule of Benefits.

Surgical Benefits will include surgeon fees, surgeon in-hospital visits, operating theatre charges, attending doctor's fees, anaesthesia charges and anaesthetist's fees. Day Care Surgery covers all medically necessary surgical procedures and related treatment provided by or on the order of a Physician to the Participant in a Hospital but does not require overnight stay.

4. In-Hospital Doctor's visit

In addition to the above benefits, the Company will pay in respect of the Person Covered who requires the services of a Physician in connection with the treatment of accidental bodily injury or sickness, the regular and customary charges for visits made by a Physician in the Hospital. Benefits are payable for one visit a day and subject to the certificate year limit as shown in the Schedule of Benefits.

However, where surgery has been performed, this benefit shall be included in the Surgical Benefits & Day Care Surgery.

5. Pre-Hospital Diagnostic Services

Laboratory, X-ray or other medically necessary diagnostic procedures ordered by a Physician within number of days as stated in the Schedule of benefits which result in the Person Covered being admitted as a registered in-patient to a Hospital for the treatment of the specific medical condition diagnosed, provided that such medical condition is covered by this Certificate. This benefit also includes consultation fees and medication prescribed.

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6. Ambulance Fees

The medically necessary transportation of the Participant by road vehicle to Hospital.

7. Post-Hospital Treatment

The medically necessary follow-up treatment ordered by a Physician to be rendered for up to a period of thirty (30) days immediately from the Person Covered's discharge from Hospital. Cover is restricted to follow-up treatment of the specific medical condition for which the Person Covered receives in-Hospital treatment covered by this Certificate.

8. Outpatient Treatment

Primary consultation and treatment, including doctor's, general medical practitioner's fees, prescribed medicines and drugs, diagnostic procedures, pathology, radiography, radiotherapy, chemotherapy, physiotherapy. By chiropractors, osteopaths, homeopaths, acupuncturists when referred by a doctor, general medical practitioner or physician. Subject to excess of B\$100.00 per visit.

9. Funeral Expenses

In the event of death of any Person Covered, the Company shall pay, upon satisfactory proof, the Funeral Expenses up to the limit shown in the Schedule within twenty-four (24) hours.

This benefit is applicable if the funeral rites are performed in Brunei Darussalam.

10. Repatriation Expenses

The Company will pay, upon satisfactory proof for the Repatriation Expenses as defined if, during the period of Takaful the Person Covered shall sustain bodily injury or sickness resulting in death or hospitalisation as an in-patient in any registered and licensed Hospital worldwide for treatment and subsequently certified by the attending Physician to be unfit to attend to the Person Covered's usual studies.

The amount of the said benefit shall be equal to the actual charges made by the relevant party(ies). This benefit is applicable for one (1) destination only.

11. Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains

The Assistance Company will provide and will pay for service in respect of Emergency Medical Evacuation, Emergency Medical Repatriation and Repatriation of Mortal Remains necessitated by accident, illness or death of the Person Covered occurring when he/she is travelling outside Brunei Darussalam for a period not exceeding ninety (90) consecutive days on any one trip.

Arrangement and Payment of Emergency Medical Evacuation:

- i. The Assistance Company will arrange for the air and/or surface transportation and communication for moving the Person Covered when in a Serious Medical Condition to the nearest Hospital where appropriate medical care is available.
- ii. The Assistance Company shall pay for the medically necessary expenses of such transportation, communication and all usual and customary ancillary charges incurred in such services arranged by the Assistance Company.

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- iii. The Assistance Company retains the absolute right to decide whether the Person Covered's medical condition is sufficiently serious to warrant emergency medical evacuation. The Assistance Company further reserves the right to decide the place to which the Person Covered shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

Arrangement and Payment of Emergency Medical Repatriation:

- i. The Assistance Company will arrange for the return of the Person Covered to Brunei Darussalam by air and/or surface transportation following an emergency medical evacuation where the Person Covered is evacuated to a place outside Brunei Darussalam for in-hospital treatment. The Assistance Company shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by the Assistance Company.
- ii. The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

Arrangement and Payment of Repatriation of Mortal Remains:

- i. The Assistance Company will arrange for transporting the Person Covered's mortal remains from the place of death to Brunei Darussalam and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by the Assistance Company or alternatively pay the cost of burial at the place of death as approved by the Assistance Company.

12. Compassionate Emergency Leave

The Company will pay costs incurred by the Person Covered for an economy class return airfare from place of study to travel to visit a close family member, up to the attained age of seventy-five (75) years in the event of a medical condition that results in the close family member being placed on a critical list or his/her death. Limited to one return journey per year.

13. Elective Treatment

Coverage is for local treatment only. Coverage other than locally or within Geographical Limits is for emergency treatment only.

However, if the Person Covered seeks elective overseas treatment within Geographical Limits for non-emergency or chronic medical conditions only upon prior written approval by the Company or its authorised representative, benefits will be payable but shall be limited to the Reasonable and Customary charges and shall exclude any cost of transportation to the place of treatment and accommodation other than that incurred as inpatient by the Person Covered. Elective overseas treatment is subject to twenty per cent (20%) co-Takaful of total medical costs.

14. Medical and Surgical Expenses as a result of COVID-19

If during the Period of Takaful, the Person Covered is necessarily and reasonably confined in a Hospital or Other COVID-19 Medical Centre as a direct result of COVID-19, and as diagnosed by a Doctor who is directly treating, testing or, attending to his medical circumstances, the Company will cover in respect of such Medical Expenses up to maximum Sum Covered specified in the Schedule of Benefits.

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MAIN EXCLUSIONS

- i. The Person Covered being the subject of a Quarantine Order issued but not hospitalised and/or suffering from COVID-19;
- ii. Any expenses incurred for the mandatory COVID-19 pre departure and post arrival diagnostic tests that are required by the relevant Authority and/or Government of a Country;
- iii. Any costs or expenses incurred for the Quarantine Period of two (2) weeks including but not limited to hotel or non-hospital accommodation costs and transportation costs;
- iv. Any subsequent COVID-19 swab test expenses will be excluded if the Person Covered's result is found to be negative;
- v. Any expenses relating to any COVID-19 treatment where such treatment was first sought more than sixty (60) days from the time the COVID-19 was first diagnosed; and/or
- vi. Any expenses relating to specialist treatment which are not prescribed and/or referred by a doctor in general practice.

D. TRAVEL BENEFIT

INDEMNIFICATION

The Company shall cover the Person Covered for travel benefit in accordance to the Schedule.

1. Personal Liability

The Company will indemnify the Person Covered against legal liability to a third party arising from an event occurring during the trip from Brunei Darussalam to country of study and vice versa as a result of accident injury to another person, or accidental loss or damage another person's property.

This benefit limit also indemnifies the Person Covered against third party costs and expenses provided always that the Person Covered does not admit liability or enter into any settlement without prior notice to and obtaining written consent from the Company.

2. Baggage Lost/Damaged

The Company shall provide indemnity for eligible loss, breakage or damage occurring during the trip from Brunei Darussalam to country of study and vice versa, to the Person Covered's baggage or personal property carried on the journey.

CONDITION OF COVERAGE

- i. The Company shall not be liable for losses other than those resulting from theft, burglary, accident or mishandling by carriers and then only if the loss has been reported to the police, the carriers or a responsible authority within twenty-four (24) hours of the occurrence;
- ii. The Person Covered shall observe ordinary and proper care for the safety of the property covered, including examination of baggage when received and in the event of any destruction, loss or damage coming to the notice of the Participant shall give IMMEDIATE notice to:-
 - a) The police in the case of theft, loss or willful damage by a third party, and obtain a certified copy of the official police report;
 - b) The carriers when loss or damage has occurred during transit, and obtain a copy of the official Baggage Irregularity Report.
- iii. The limit of the Company's liability for each item/pair or set shall be B\$1,000.00;
- iv. The Company will indemnify the Person Covered against such loss or damage either by replacement or repair which is in excess of B\$30.00 deductible for each occurrence provided that the maximum liability of the Company shall not exceed the sum covered.

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3. **Baggage Delay**

The Company will indemnify up to the amount shown for the emergency purchase of essential items of clothing or requisites consequent upon temporary deprivation of baggage for at least twelve (12) hours from the date of arrival at destination due to delay or misdirection in delivery.

CONDITION OF COVERAGE

- i. The delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator;
- ii. The delay is not a result of detention or confiscation by customs or other officials;
- iii. Documentation (including original purchase receipts) is produced by the Participant showing the details of the expenditure;
- iv. This benefit can only be utilized once during the Period of Takaful;
- v. A claim cannot be made under this section if the same loss is claimed for under the baggage section of this Takaful plan;
- vi. No cover is provided after returning home or on reaching the final destination.

4. **Trip Cancellation**

The Company will indemnify the Person Covered against losses of trip or airfare deposits or payments for other travel arrangement which are irrecoverable from the tour operator or airline concerned provided that such losses arise from witness summons, jury service, government restrictions or compulsory quarantine, and do not arise from medical or physical conditions or other circumstances affecting the Participant known to exist on the date of issue of the ticket.

CONDITION OF COVERAGE

- i. Benefit for loss or airfares shall apply from the date of issue of this Takaful plan until confirmed date of first departure or until the final date of the scheduled itinerary as stipulated before departure, whichever occurs the later.

5. **Trip Curtailment**

The Company will indemnify the Person Covered against loss on a pro-rata basis of the unused portion of pre-paid transport or accommodation charges included in the trip from Brunei Darussalam to place of study and vice-versa, arising from necessary and unavoidable curtailment of the trip as a direct result of bodily injury or sickness of the Participant or of the hijack of an aircraft or conveyance in which the Participant is travelling as a fare-paying passenger.

CONDITION OF COVERAGE

- i. Any such cause does not arise from medical or physical conditions or other circumstances affecting the participants were known to exist on the date of issue of the ticket;
- ii. The Person Covered whose condition gives rise to any claim was not receiving in-patient treatment in a Hospital or nursing home or was on the waiting list for such treatment or had received a terminal prognosis, at the date of issue of this Takaful plan;
- iii. Satisfactory documentary evidence must be produced to support any claim.

6. **Strike & Hijacks**

The Company will the Person Covered is delayed or prevented from reaching the scheduled destination wholly due to hijack occurring onboard an aircraft or conveyance, resulting in a delay for more than twelve (12) hours in duration.

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7. Computer or Laptop Lost/Damaged

The Company will cover the damage or loss of a computer or laptop during the trip from Brunei Darussalam to country of study and vice versa, to the amount stated in the Schedule of Benefits.

CONDITION OF COVERAGE

- i. The Company will indemnify the Participant against such loss or damage by replacement or repair which is in excess of B\$30.00 deductible for each occurrence provided that the maximum liability of the Company shall not exceed the sum covered;
- ii. If indemnification is by replacement, replacement value will be the depreciable value calculated over five (5) years for the computer and three (3) years for laptop from the date of purchase.

SECTION 4 – EXCLUSION

A. DEATH BENEFIT

The Company shall not pay Takaful benefit if the death of the Person Covered resulted either directly or indirectly from:

1. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, civil commotions assuming the proportions of or amounting to an uprising, military uprising, insurrection, rebellion, revolution, military or usurped power.
2. Any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.
3. Nuclear fission, nuclear fusion, nuclear weapons material, ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the exclusion, combustion shall include any self-sustaining process of nuclear fission.
4. Any breach of the law by the Person Covered or any assault provoked by him / her.
5. Suicide, attempted suicide or self-inflicted injuries by the Person Covered whilst sane or insane.
6. Acquired Immuno-Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) or any HIV related illness including AIDS Related Complex (ARC) and/or any mutant derivative or variations howsoever this syndrome has been acquired or may be named.
7. Any unlawful act(s) and other causes prohibited by the law and/or the Syariah Principles.
8. Any involvement and/or participation of the Person Covered in any terrorism and/or sabotage activity.

B. PERMANENT TOTAL DISABLEMENT AND ACCIDENTAL DEATH

The Company shall not pay Takaful benefit if Permanent Total Disablement or Accidental Death of the Person Covered resulted either directly or indirectly from:

1. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, civil commotions assuming the proportions of or amounting to an uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
2. Any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence;
3. Nuclear fission, nuclear fusion, nuclear weapons material, ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the exclusion, combustion shall include any self-sustaining process of nuclear fission.
4. Any breach of the law by the Person Covered or any assault provoked by him / her.
5. Any unlawful act(s) and other causes prohibited by the law and/or the Syariah Principles.
6. Attempted suicide or self-inflicted injuries by the Person Covered whilst sane or insane.

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7. Under the influence of alcohol, misuse of drugs, hallucinogenic substances, whether or not within the prescribed limit under the law;
8. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airlines or charter services;
9. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
10. Any disability of person covered after age of sixty (60) years.

ADDITIONAL EXCLUSION FOR PERMANENT TOTAL DISABLEMENT

1. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
2. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
3. Serving in any capacity for any navy, army, air force, police force or security personnel;

C. HEALTH CARE

The following treatments, items, conditions, activities and their related or consequential expenses are excluded from this Certificate and the Company shall not be liable to pay for:

1. Cost or expenses incurred for sickness contracted within the waiting period of thirty (30) days from commencement date of Certificate or Endorsement;
2. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of this Certificate:-
3. Any condition that is or becomes chronic will be excluded although this Certificate will continue to cover any acute phases of that condition;
4. The following specified illnesses are not covered:
 - a. all kinds of cancer;
 - b. genetic conditions;
 - c. Alzheimer's, Dementia, Parkinson's Disease;
 - d. Autoimmune Diseases;
 - e. Regular or long term kidney dialysis in chronic or end-stage kidney failure.
5. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, spectacles, contact lenses, hearing aids, acne and primary hirsutism or related medical conditions, Vitamins, supplements, interferon injections and similar medicine, all dental treatment or oral surgery related to teeth (unless within the terms of the Accident Dental Benefit);
6. Cosmetic treatment or surgery including non-complicated varicose veins either symptomatic or not, deviated nasal septum, uvuloplasty for any reason and any treatment or procedure of navi which are not proved malignant;
7. Any expenses for the Persons Covered who are travelling outside Brunei Darussalam contrary to the advice of a physician or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-Existing Conditions;
8. Tests or treatment related to infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital illnesses, hereditary conditions, genetic conditions, any abortion performed, any cryo preservation, implantation or re-implantation of living cells;
9. Pregnancy, miscarriage or childbirth, menopause, peri-menopausal symptoms include hormonal replacement therapy, polycystic ovarian syndrome and related conditions;

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10. Prosthesis, corrective devices and medical appliances which are not surgically required, treatment by a family member and all treatment that is not scientifically recognised by Western European or North American standards;
11. Traditional Chinese medicine, homeopathy, acupuncture, Unani medicine, Ayurveda, chiropractic and osteopathy treatments;
12. All costs relating to cornea, muscular, skeletal, human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to organ transplantation;
13. Treatment of emotional, mental or psychiatric illness, psychological disorders, self-inflicted injury, suicide, drug addiction or abuse, alcohol and substance abuse;
14. Sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases;
15. Elective overseas treatment for non-emergency or chronic medical conditions where covered treatment can reasonably be postponed until the Person Covered returns to Brunei Darussalam;
16. Experimental or pioneering or advanced medical and surgical techniques;
17. Any expenses incurred as a result of engaging in active service in the armed forces or police of any nation, active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
18. Any expenses related to the commission of, or the attempt to commit, an unlawful act;
19. Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent or radioactive contamination, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
20. Travel costs in respect of trips made specifically for the purpose of obtaining medical treatment (unless in the course of an approved Emergency Medical Evacuation) and all Emergency Medical Evacuation costs not approved in advance by the Company or its appointed 24-hour Emergency Assistance Centre;
21. Hotel or non-Hospital accommodation costs, convalescent care, hospice care, rehabilitation, rest cures and services or treatment in nursing home or home for the aged or similar treatment, spa hydro- clinic, sanatorium or long-term care facility that is not a Hospital as defined;
22. Any expenses related to accident or injury occurring whilst engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving to organised hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any to organised sports undertaken on a professional or sponsored basis;
23. Any treatment or expense in respect of Person Covered less than six (6) months of age or more than sixty five (65) years of age at the date of the onset of the event giving rise to a claim, unless agreed otherwise by the Company prior to the commencement of this Certificate;
24. The cost of transporting the Person Covered by means of his or her employer's owned or leased watercraft or aircraft or the cost of medical treatment rendered by the employer's personnel or at the employer-provided medical facilities unless agreed otherwise in writing by the Company prior to the inception of this Certificate. This exclusion shall also apply to transportation and medical treatment which Person Covered is entitled to receive by virtue of a contract between his or her Employer and any Principal;
25. Costs arising out of any litigation or dispute between the Person Covered and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of the medical expenses covered by this Certificate;
26. Goods and Services Tax and other government tax which may be levied on the treatment;
27. Communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic;
28. Diagnostic procedures or devices to correct hearing including but not limited to including hearing aids and cochlear implants;

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29. Any circumcision whether or not due to illness or infection;
30. Treatment for obesity, weight reduction or weight improvement;
31. Non-medical personal services such as telephone, television, newspapers and the like;
32. Any treatment arising from causes which is prohibited by Shariah;
33. Any expenses related to the engaging in any form of aerial flight except as a passenger on a scheduled airline flight or licensed charter aircraft over an established route;
34. Any expenses incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.
35. More than one emergency evacuation and/or repatriation for any single medical condition of a Person Covered during the term of the Takaful Certificate, subject to a maximum of one year unless otherwise decided by the Assistance Company as medically necessary;
36. Any costs or expenses not expressly covered by the Assistance Company program and not approved in advance and in writing and/or not arranged by the Assistance Company. This exception shall not apply to emergency medical evacuation from remote or primitive areas when Assistance Company cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Person Covered;
37. Any expenses for medical evacuation or repatriation if the Person Covered is not suffering from a Serious Medical Condition, and/or in the opinion of the Assistance Company physician, the Person Covered can be adequately treated locally, or treatment can be reasonably delayed until the Person Covered returns to Brunei Darussalam;
38. Any expenses for medical evacuation or repatriation where the Person Covered, in the opinion of the Assistance Company physician, can travel as an ordinary passenger without a medical escort.

D. PERSONAL LIABILITY

This indemnity shall not apply in respect of judgments which are not in the first instance delivered by obtained from a Court of competent jurisdiction within Brunei Darussalam.

E. BAGGAGE LOST/DAMAGED

This Takaful does not cover:

1. Loss or damage in consequences of delay, confiscation, detention or examination by customs authorities or other officials;
2. Losses of cash, bank notes, negotiable instruments, bonds or securities, and documents of any kind and all expenditure resulting from losses of passports, visas, air tickets, transportation, accommodation and any other tour vouchers;
3. Unaccompanied baggage or baggage left behind or losses arising from personal negligence, or unexplainable disappearance;
4. Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, china, glassware, porcelain, object d'art, set and unset precious or semiprecious gemstones, jewelry;
5. Sports equipment whilst in use;
6. Wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic charges, or depreciation in value and such depreciation shall be applied wholly at the discretion of the Company;
7. Loss, breaking damage to eyeglasses, eye lens, denture and other refraction aids, or to hearing-aids.
8. The Company shall not be liable for losses other than those resulting from theft, burglary, accident or mishandling by carrier and then only if the loss has been reported to the police, the carrier or a responsible authority within twenty-four (24) hours of the occurrence.

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F. TRIP CANCELLATION AND TRIP CURTAILMENT

No benefit shall be payable in respect of losses arising out of pregnancy or gynecological disease or their sequelae.

G. COMPUTER OR LAPTOP LOST/DAMAGED

No cover is provided after returning home or on reaching the final destination.

SECTION 5 – THE ASSISTANCE COMPANY

The Assistance Company provides a 24-hour Emergency Assistance Services, operated for the benefit of the Person Covered who travels outside Brunei Darussalam for periods not exceeding ninety (90) consecutive days per trip so that in the event of an emergency medical problem covered by this Takaful, help and advice will be given by the Assistance Company and if necessary, Emergency Medical Evacuation and Repatriation will be provided.

Scope of Services

4. International Medical Assistance

The Services provided hereunder are rendered on a world-wide basis.

i. Telephone Medical Advice

The Assistance Company will arrange for the provision of medical advice to the Person Covered over the telephone.

ii. Medical Service Provider Referral

The Assistance Company shall provide the Person Covered, upon request, with the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, "Medical Service Providers"). The Assistance Company shall not be responsible for providing medical diagnosis or treatment. Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the Person Covered's decision. The Assistance Company, however, will exercise care and diligence in selecting the Medical Service Providers.

iii. Arrangement of Appointment with Doctors

The Assistance Company will assist the Person Covered to arrange for appointments with general practitioners or specialized doctors. The Assistance Company shall not be responsible for any consultation fees or other cost incurred by the Person Covered when consulting with the doctors referred by the Assistance Company.

iv. Arrangement of Hospital Admission

If the Person Covered medical condition is of such gravity as to require hospitalisation, the Assistance Company will assist the Person Covered in the Hospital admission.

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v. Guarantee of Medical Expenses Incurred during Hospitalisation & Monitoring of Medical Condition During and After Hospitalisation

The Assistance Company will, when authorized by the Company, assist the Person Covered by guaranteeing on behalf of his medical expenses incurred during his hospitalisation. In the event the Assistance Company has guaranteed the Person Covered's hospitalisation expenses, the Assistance Company will monitor his medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation. The Assistance Company shall review the hospitalisation expense incurred by the Person Covered for the same to be reasonable and customary and consistent both with reasonable standards for his condition and location.

vi. Arrangement and Payment of Emergency Medical Evacuation

The Assistance Company will arrange and pay for the air and/or surface transportation and communication for moving the Person Covered when in a Serious Medical Condition to the nearest hospital where appropriate medical care is available. The Assistance Company shall pay for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such services arranged by the Assistance Company. The Assistance Company retains the absolute right to decide whether the Person Covered medical condition is sufficiently serious to warrant emergency medical evacuation. The Assistance Company further reserves the right to decide the place to which he shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

vii. Arrangement and Payment of Emergency Medical Repatriation

The Assistance Company will arrange and pay for the Person Covered's return to his habitual country of residence by air and/or surface transportation following an emergency medical evacuation where he is evacuated to a place outside his habitual country of residence for in-hospital treatment. The Assistance Company shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by the Assistance Company. The Assistance Company reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Assistance Company is aware at the relevant time.

viii. Arrangement and Payment of Transportation of Mortal Remains

The Assistance Company will arrange and pay for transporting the Person Covered mortal remains from the place of death to his habitual country of residence and pay for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by the Assistance Company or alternatively pay the cost of burial at the place of death as approved by the Assistance Company, subject to any governmental regulations.

ix. Arrangement and Payment of Compassionate Visit

The Assistance Company will arrange and pay for one (1) economy class return airfare for the Person Covered, one (1) relative or one (1) friend to join him who, when travelling alone, is hospitalised outside his habitual country of residence for a period in excess of seven (7) consecutive days, subject to the Assistance Company's prior approval and only when judged necessary by the Assistance Company on medical and compassionate grounds.

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x. **Arrangement and Payment of Return of Minor Children**

The Assistance Company will arrange and pay for one (1) economy class one-way airfare for the return of minor child aged eighteen (18) years old and below, unmarried and in school to the Person Covered's habitual country of residence if he is left unattended as a result of the accompanying the Person Covered's illness, accident or emergency medical evacuation. An escort will be provided, when required, at no charge.

xi. **Arrangement and Payment of Convalescence Expenses**

The Assistance Company will arrange and pay for the additional hotel accommodation expenses necessarily and unavoidably incurred by the Person Covered related to an incident requiring emergency medical evacuation, emergency medical repatriation or hospitalisation. The Assistance Company's prior approval, subject to its determination on medical grounds, is required in respect of such payment.

The above Services [items (i) to (iii)] are purely on referral or arrangement basis. The Assistance Company shall not be responsible for any third party expenses which shall be solely the Person Covered's responsibility.

The above Services [item (iv)] are charged on a case by case basis. A Schedule of fees listed in the Company's agreement with the Assistance Company shall be payable by the Company for the provision of such Services. The Assistance Company shall not be responsible for any third party expenses which shall be solely the Company's responsibility.

5. **Travel Assistance**

The Services provided hereunder are rendered on a world-wide basis.

i. **Inoculation and Visa Requirement Information**

The Assistance Company shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the World Health Organization's website or published information which the Assistance Company deems relevant. This information will be provided to the Person Covered at any time, whether or not he is travelling or an emergency has occurred.

ii. **Interpreter Referral**

The Assistance Company will provide the names, telephone numbers and, if possible and requested, hours of opening of interpreters' office in foreign countries. Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be the Person Covered's decision. The Assistance Company, however, will exercise care and diligence in selecting the service providers.

iii. **Lost Luggage Assistance**

The Assistance Company will assist the Person Covered on his lost luggage while travelling outside Brunei Darussalam by referring him to the appropriate authorities involved.

iv. **Lost Passport Assistance**

The Assistance Company will assist the Person Covered on his lost passport while travelling outside Brunei Darussalam by referring him to the appropriate authorities involved.

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v. Lost document advice & assistance

The Assistance Company will assist the Person Covered who has lost important travel documents (e.g. passport, credit cards) while traveling outside Brunei Darussalam by providing instructions for recovery or replacement.

vi. Legal Referral

The Assistance Company will provide the Person Covered with the name, address, telephone numbers, if requested by him and if available, office hours for referred lawyers and legal practitioners. The Assistance Company will not give any legal advice to the Person Covered. Although the Assistance Company shall make such referrals, it cannot guarantee the quality of the service provider and the final selection of a service provider shall be his decision. The Assistance Company, however, will exercise care and diligence in selecting the service providers.

vii. Embassy Referral

The Assistance Company shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

viii. Emergency Translation Assistance

In the event of an emergency situation, and where available, the Assistance Company will provide telephone translation assistance through its concierge centre network.

ix. Emergency Message Transmission

The Assistance Company shall assist the Person Covered to arrange for emergency document(s) to be delivered to his friend, relative or business associate, upon his/her request to do so.

x. Arrange Transportation and Accommodation for Accompanying Family Members

The Assistance Company will coordinate emergency travel arrangements for family members who accompany the Person Covered when he is hospitalisation.

The above Services [items (i) to (x)] are purely on referral or arrangement basis. The Assistance Company shall not be responsible for any third party expenses which shall be solely the Person Covered's responsibility.

SECTION 6 – CLAIMS PROCEDURE

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

2.1. Accidental Death and Total Permanent Disablement

Hospital and Physicians Reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the Death Certificate and the relevant coroner's report.

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

Provided that the Person Covered had become totally and permanently disabled, affirmative proof must be submitted to the Company after six (6) months and within nine (9) months from the date of occurrence of the disability. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

2.2. Medical Expenses

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

a. Reimbursement

For claims on a reimbursement basis, a duly completed Claim Form with Physician Report (stamped by the treating Physician) must be submitted to the Company with original supporting medical documents (documents are to be in English or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the Hospital. The Company reserves the right to reject the claim if this condition is not complied with. In cases of an Accident or a medical emergency, a duly completed Claim Form with Physician Report (stamped by the treating Physician) should be submitted to the Company with original supporting medical document (documents are to be in English Language or certified translated copies, where applicable) no later than thirty (30) days after the date of treatment or date of discharge from the Hospital.

b. Notification

Immediate notification of any circumstances that may require Emergency Medical Evacuation or Repatriation must be given to the Assistance Company and its approval obtained prior to transportation. Observance of these Notification of Claim conditions, together with the Claims and Emergency Assistance Procedures attached to and forming part of this Certificate, shall be conditions precedent to the Company's liability under this Certificate.

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c. Payment Guarantees

Upon receipt of adequate prior notification of claim for Hospital in-patient treatment and/or Emergency Medical Evacuation services, the Company or the Assistance Company will confirm the extent of Takaful benefits, monitor claims procedures, issue (wherever possible) appropriate pre-authorisation request approvals and/or arrange direct settlement to the hospitals, physicians or other service providers subject always to certificate terms and conditions. This pre-authorisation is only valid for a period of fourteen (14) days from approval date and if treatment is done after validity date, a new pre-authorisation is required. No such Payment Guarantees or direct settlements can be made if the Company or the Assistance Company are not contacted in advance with all relevant details as stated above.

Covered outpatient services are not subject to payment guarantees or direct settlement and must be paid by the Person Covered and reimbursement with Excess can be claimed under this Certificate.

The Excess as specified in the Schedule is on a per disability per person basis.

d. Proof of Claim

Original documentation and receipts together with a fully completed Claims Form and medical report signed by the treating Physician and the Person Covered must submit to the Company within the time limits defined above. All cost incurred, if any, for obtaining and procuring all the documents/supporting documents shall be borne by the Person Covered. Photocopies are not acceptable.

2.3. **Baggage Lost/Damaged and Baggage Delay**

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline / carrier and the Person Covered's official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within twenty-four (24) hours of the occurrence.

2.4. **Trip cancellation and Trip Disruption, Trip Delay and Missed Flight Connection**

All bills, receipts, tickets, coupons, contracts or agreements relevant to the claim, written statement from the operator(s) of the public common carrier and if the claim is for Hospital cash benefit, then a full physician's report stipulating the diagnosis of the condition treated and the date the disability commenced in the physician's opinion, the physician's summary of the course of treatment and the discharge ticket.

2.5. **Strikes and Hijack**

Documentation satisfactory to the Company that the strike/industrial action was officially recognized.

2.6. **Examinations**

The Company shall have the right and opportunity through its medical representative to examine the Person Covered whenever and as often as it may reasonably require. In addition, the Company shall have the right to require a postmortem examination, where this is not forbidden by law.

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2.7. Claims Payment

All payable medical expenses incurred will be reimbursed in Brunei Dollars (B\$). Where this Certificate is issued in foreign currency, payment will be made at the exchange rate prevailing at time of payment provided by the Company's selected Bank in Brunei Darussalam.

2.8. Rateable Proportion

Subject to the maximum limit under this Certificate, if at the time any claim arises under this Certificate and if there are any other subsisting Takaful/insurances, the Company shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to our maximum liability under this Certificate.

2.9. Limitation

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

2.10. Fraudulent Claims

If the claim is in any respect fraudulent or if any false declaration is made or used in support thereof, or if any fraudulent means or devices be used by the Person Covered or anyone acting on his behalf to obtain any benefit under this Certificate, or if the claim is occasioned by the willful act or with the Person Covered connivance, all benefits under this Certificate shall be forfeited. If any payment has been made by the Company, the Company have the right to recover such payment and take legal action against the Person Covered.

2.11. Legal Proceedings

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

2.12. Dispute Resolution

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

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

Insurans Islam TAIB Family Takaful Sendirian Berhad
Claims Division,
Ibu Pejabat Unit 6, Block A, Setia Kenangan II, Kiulap
Bandar Seri Begawan, BE1518
Negara Brunei Darussalam
No. Telephone: +673 222 3006