



GUIDELINES TO TAKAFUL OPERATORS
GUIDELINES ON PRODUCT TRANSPARENCY AND DISCLOSURE
GUIDELINES NO. FCI/G4/2019/1

1. INTRODUCTION

- 1.1 These Guidelines are issued pursuant to section 90 of Takaful Order, 2008 and applies to all Takaful operators and intermediaries in Brunei Darussalam.
- 1.2 These Guidelines establish a consistent and comprehensive product disclosure regime aimed at improving information disclosure on products and services offered by Takaful operators and intermediaries. The objectives of these Guidelines are to:
- Ensure that Takaful operators and intermediaries establish and implement policies and procedures that promote the fair treatment of customers as an integral part of their business culture;
 - Promote customers' awareness and understanding of Takaful products and services offered by Takaful operators;
 - Facilitate consistency of disclosure of essential information on Takaful products and services to enable comparison;
 - Avoid selling malpractices of Takaful products and services and ensure that Takaful products and services sold are appropriate to the needs and resources of the customer; and
 - Promote informed decision making by customers.
- 1.3 These Guidelines takes effect from 1st January 2020.

2. DEFINITIONS

For the purposes of these Guidelines –

“Authority” means Autoriti Monetari Brunei Darussalam (AMBD);

“customers” means prospective and existing customers of Takaful operators, including Takaful participants;

“Takaful operators” means Takaful operators registered to carry out Takaful business under the Takaful Order, 2008;

“intermediaries” means agents, brokers and banks who are authorised to represent Takaful operators registered under the Takaful Order, 2008.

3. RECOMMENDED DISCLOSURE REQUIREMENT

- 3.1 These Guidelines specify recommended minimum disclosure requirements for Takaful products and services. However, Takaful operators are encouraged to adopt higher disclosure standards if possible, depending on the size and market penetration of each Takaful operator.
- 3.2 Takaful operators and intermediaries should disclose accurate and relevant product information necessary to enable their customers to make informed decisions with regard to Takaful products and services, including but not limited to product features, benefits and risks, fees and charges, contractual rights and obligations. Product information can be disclosed to customers in writing, verbally, or via the Takaful operators’ website or other electronic means.
- 3.3 Takaful operators and intermediaries should promote products and services in a manner that is clear, fair and not misleading.
- 3.4 Takaful operators should be accountable to ensure that their intermediaries comply as far as possible with these Guidelines and take appropriate action where necessary against any intermediary who has failed to make appropriate disclosures to their customers.
- 3.5 Takaful operators and intermediaries should provide timely, clear and adequate pre-contractual and contractual information to customers. Product disclosure should be adopted at each of the three stages of the contractual process: the pre-contractual stage, at the point of entering into a contract and during the term of the contract. Information that should be disclosed based on the type of Takaful products are listed in **Appendix 1**.
- 3.6 During the term of the contract, individual notifications to customers (whether by written notice or via electronic means) is likely to be more effective in achieving the objective of timely disclosure. However, where this is not appropriate on grounds of disproportionate costs or other reasons, Takaful operators may adopt the most cost-effective alternative including (but not limited to) one or more of the following means of notification:
 - press advertisement;
 - statements sent to customer;
 - prominent display of notices in its business premises; and/or
 - notices posted on its website.

- 3.7 In disclosing information via the alternative modes in paragraph 3.6 above, particularly for information which has a significant impact on the decision making of the customer, Takaful operators at the minimum should ensure that the means of notification allows the information to reach customers in a timely and effective manner.
- 3.8 Whilst excessive information can be counter-productive and confusing to customers' additional relevant information may nevertheless be included for clarity.
- 3.9 Information on products and services should be presented in a clear and reasonably understandable format. This calls for the use of short and direct sentences, boldface, key words, tables, diagrams and bullet lists, where appropriate, to improve the clarity of the material. Font size of less than 8 point should be avoided.
- 3.10 Contracts, agreements and certificate documents should be presented to the customers in plain language on the effective date of implementation and thereafter. Plain language refers to clear presentation of information in a manner that is easy for readers to understand. It is a language that avoids inflated vocabulary and convoluted sentence structure. The use of legal and technical jargon should be avoided, whenever possible. Where the use of legal and technical terminology cannot be avoided, the meaning of these terminologies should be explained or printed in a glossary for reference.
- 3.11 For more complex Takaful products and services, information should be simplified and explained to customers in a manner which promotes product understanding by using appropriate examples, if necessary.
- 3.12 Where precise quantitative information cannot be quoted and an estimated figure is provided at the pre-contractual stage, it should be brought to the customer's attention that these figures are only estimates and more accurate information will be provided, as and when available.
- 3.13 In ensuring accuracy in disclosure, the benefits of Takaful products and services should not be exaggerated. Disclosure of product risks should have equal prominence with information on product benefits. In particular, information on investment related products should be disclosed in an objective and unbiased manner. Prospective Takaful information should only be included if there is reasonable basis for its inclusion and that the information is relevant for customers to make an informed decision of the product.
- 3.14 Takaful operators and intermediaries should avoid using hypothetical circumstances or unrealistic assumptions to project future returns which are likely to be misleading. Projected future returns should be accompanied by a prominent statement indicating that the information is predictive in nature and may be affected by the underlying assumptions. Where an opinion is expressed, there should be a reasonable basis for expressing such opinion and it should be unambiguously stated that it is a statement of opinion.
- 3.15 For investment related products that merely adopt investment strategies aimed at returning customers' capital but is not guaranteed should not be represented as a capital

protected or capital guaranteed product or any other name that connotes a similar meaning.

3.16 Takaful operators and intermediaries should:

- Draw customers' attention to key terms and features of the Takaful product or service.
- Give due prominence to key information through the enhancement of presentation, which may include the use of headings, key words, bullet points, tables and diagrams.
- Highlight major terms and conditions applicable to a Takaful product or service such as penalties, restrictions, exclusions, consequences of early termination of contract and information pertaining to the customers' rights and obligations.
- Display warnings on product details such as the risks associated with a Takaful product, where applicable.
- Disclose the underlying assumptions and any specific circumstances or conditions that may affect future performance, where necessary.

3.17 Disclosure should be made in a consistent manner to facilitate comparison between similar products and services offered by a Takaful operator. A product disclosure sheet should be provided to the customer to facilitate comparison with similar products offered by other Takaful operators, i.e. product characteristics, risks and benefits, costs and returns.

3.18 Takaful operators and intermediaries should ensure that the principles of transparency and disclosure applied to internet Takaful activities are equivalent to those applied to Takaful activities through traditional means. Takaful products over the internet should disclose certain information on their internet site, such as:

- The address of the Takaful operator's head office and the contact details of the regulatory authority responsible for regulating the head office;
- Contact details of the Takaful operator, branch or intermediary, and of the regulatory authority responsible for regulating the business, if different from above;
- The jurisdictions in which the Takaful operator or intermediary is legally permitted to provide Takaful;
- Procedures for the submission of claims and a description of the Takaful operator's claims handling procedures; and
- Contact information on the authority or organization dealing with dispute resolution and/or consumer complaints.

4. PRODUCT DISCLOSURE SHEET

- 4.1 Takaful operators should provide a product disclosure sheet (refer to **Appendix 2**) containing key information for customers to make informed decisions and to facilitate comparison between products. Intermediaries are expected to use the product disclosure sheet that has been prepared by its Takaful operators.
- 4.2 The disclosure sheet should contain the minimum information required to be disclosed to customers and may be enhanced to improve customer information. Takaful operators should ensure that the product disclosure sheet is explained to customers in their preferred language.
- 4.3 The product disclosure sheet should be provided before customers purchase a product, and/or at the point of entering into a contract. At the product renewal stage, the customer should also be given a copy of the product disclosure sheet, if there are any material changes in the information. Information contained in the disclosure sheet should be customized to the customer's needs.
- 4.4 In the event that it is not practical to provide the product disclosure sheet at the pre-contractual stage, particularly for direct marketing and telemarketing, a copy of the product disclosure sheet should be sent to the customer together with the certificate document / agreement once customers enter into a contract.
- 4.5 The Authority reserves the right to require Takaful operators to make appropriate amendments if any of the information contained in the product disclosure sheet is found to be inaccurate or misleading.
- 4.6 Any reference to the product disclosure sheet should be construed as a reference to the current version of the template of the product disclosure sheet which is displayed at the Authority's website www.ambd.gov.bn.

ACTING MANAGING DIRECTOR
AUTORITI MONETARI BRUNEI DARUSSALAM
Issue Date: 5 September 2019

INFORMATION THAT SHOULD BE DISCLOSED BY TAKAFUL OPERATORS & INTERMEDIARIES BASED ON TYPES OF PRODUCT

1. Ordinary Family Takaful Products

1.1 Pre-contractual stage

1.1.1 Disclosure by Takaful operators

The Takaful operator should inform the customer that it is registered under the Takaful Order, 2008 and regulated by AMBD.

Where Takaful is to be arranged through an intermediary, the name and address of the intermediary and the Takaful operator underwriting the certificate should be disclosed to the customer.

1.1.2 Advising and marketing

The Takaful operator should inform the customer of the importance of providing sufficient and accurate information to enable the Takaful operator to advise the customer on the suitability of the family Takaful product, taking into consideration the appropriateness of the product to the customer's needs and circumstances.

1.1.3 Product features

The Takaful operator should provide the customer with a description of the family Takaful product, including:

- Applicable Shariah concepts;
 - Between participants of the Takaful fund for mutual financial assistance.
 - Between the Takaful operator and participants in managing the Takaful funds.
- Types of family Takaful and scope of cover;

For example:

- **Temporary / Term Takaful** offers Takaful coverage for a limited period only, e.g. 10 years. The benefits will be paid only if the participant passes away or if the participant suffers total and permanent disability during the term of the certificate.
- **Endowment Takaful** combines protection and savings. The benefit will be paid either at the maturity of the certificate, death of the participant or occurrence of permanent disability during the term of the Takaful contract, whichever is earlier.
- Whether the product is meant for protection, savings or investment or a combination;

- For products with savings or investment elements, where participants bear the investment risks, information disclosed should be sufficient to enable understanding of market movements and implications on the Takaful funds, including potential shortfall of Participant's Account (Savings) and possibility of certificate lapsation;
- The types of funds available under the family Takaful certificate, e.g. the Participant's Account (PA or Savings) and Participant's Special Account (PSA or Tabarru' Fund):
 - The PA refers to the fund which is a portion of the contributions paid by Takaful participants for a Takaful product is allocated for the purpose of savings and/or investment; and
 - The PSA refers to the fund used to pool the portion of contribution on the basis of Tabarru' for the purpose of meeting claims on events/risks covered under the Takaful contracts.
- In the case of PA, the following information should be disclosed to the participant:
 - the investment strategy, types of assets invested to meet the illustrated benefits, future Tabarru' payments and other liabilities of the Takaful fund; and
 - potential shortfall of the (PA) to meet Tabarru', its consequences as well as remedial options available to the participant, e.g. top-up by the participant.
- The details of the riders attached to the main certificate, if any.

1.1.4 Benefits payable and exclusions

The following information should be disclosed to the customer:

- the benefits payable and circumstances or contingencies upon which benefits are payable by the Takaful operator to the customer;
- limitations on benefits and the duration for which it is applicable, if any;
- restrictions of benefits (including lien imposed on the certificate) and exclusions of the Takaful certificate to ensure the customer understands what is not covered under the certificate; and
- the surrender value payable under the family certificate and whether it is guaranteed or not guaranteed, if applicable.

1.1.5 Contribution payments

The Takaful operator should provide the customer with the details of the contribution payments, including:

- the amount of contributions, frequency with which and period over which payment is to be made in respect of the family Takaful certificate. The Takaful operator should qualify that the contribution rate is applicable to standard risks and that the certificate terms and rates may vary depending on the underwriting requirements of the Takaful operator;

- allocation of contribution to the respective funds available under the certificate, e.g. PA and PSA;
- whether the product participates in the investment profit and/or surplus of the respective funds available under the certificate and the details of participation. The customer should be advised to refer to the product illustration for further information; and
- the grace period, which gives the customer additional period of time after the due date, for the payment of contribution.

1.1.6 Disclosure of Wakalah fees and charges

The Takaful operator should disclose and explain the nature, amount and frequency of the payment of all applicable fees and charges borne by the customer (e.g. certificate fees and surrender charges), including Wakalah fees borne by the customer expressed both in terms of aggregate amount and as a percentage of contributions payable and the purpose of charging the Wakalah fees.

1.2 **At the point of entering into a contract**

1.2.1 Contractual rights and obligations

- a) The Takaful operator should highlight to the customer the contents of the proposal form, such as:
 - the aqad (contract) that binds the participants of Takaful;
 - the aqad that binds the participants and the Takaful operator;
 - the method of distribution of investment profits and surplus, in particular, the sharing ratio; and
 - the allocation of investment profit, surplus or fees to the Takaful operator.
- b) The customer should also be informed of the following:
 - any significant condition or obligation which the customer should meet;
 - duty of the customer to disclose all information material to the Takaful and the consequences of failure to disclose / wrongful disclosure by the customer;
 - the importance for the customer to ensure that the proposal form is completed accurately as it forms the basis of the Takaful contract;
 - the requirement for proof of age to be provided;
 - the date of commencement of risk, the duration of the family Takaful contract and the date of maturity or date on which the benefits are payable, if applicable;

- the consequences of failure to pay contribution within the grace period and provisions of reinstatement;
- the importance of receiving and keeping the receipt from the Takaful operator as proof of payment of contributions by the customer; and
- time frame required by the Takaful operator to issue a certificate.

1.2.2 Free-look period

The Takaful operator should inform the customer clearly about the free-look period / cooling-off period of 14 calendar days from the delivery date of the certificate to review the suitability of the newly-participated certificate. It should be highlighted that a customer has the right to return the certificate within 14 calendar days of the delivery of the certificate, after reviewing the terms and conditions of the certificate. Any expenses incurred by the Takaful operator for the customer's medical examination could be deducted from the contributions.

1.2.3 Replacement of certificates

The Takaful operator should warn the customer on the possible implications and disadvantages of switching from one type of family Takaful certificate to another or from one Takaful operator to another Takaful operator.

1.2.4 Claims

The Takaful operator should explain to the customer the claim procedures and the customer's responsibilities in relation to making a claim against the certificate.

1.2.5 Other important notices

a) Other important notices to the customer include:

- the customer should be satisfied that the product would best serve the customer's needs and the contribution payable under the certificate is affordable;
- the provisions for nomination and assignment, including the importance of making a nomination and its implications. The customer should be advised to nominate a nominee and ensure that the nominee is aware of the certificate that the customer has participated;
- the nature of the benefits from the various Takaful funds, i.e. whether it is guaranteed or not guaranteed. A benefit is considered as guaranteed if in the event that the Takaful fund is unable to meet the participant's claim, there is an arrangement made by the Takaful operator to address deficiency in the fund such as through qard or outright transfer; and
- in the event of deficiency in the PSA, the Takaful operator should rectify the deficit through qard or outright transfer.

b) Where the Takaful operator provides provisional Takaful cover from the date of receipt of a payment of contribution, the Takaful operator should disclose to the customer the terms

and conditions, and limitations attaching to such Takaful cover during the period up to the date of issue of the family Takaful certificate.

- c) Where the Takaful operator does not provide Takaful cover until the proposal has been examined and accepted by the Takaful operator, the Takaful operator should disclose to the customer that Takaful cover should only be provided effective from the date of issue of the family Takaful certificate.

1.2.6 Change of contact details

The customer should be informed of the importance of notifying the Takaful operator of any change in contact details, including the address of the customer and the nominee.

1.3 During the term of the contract

1.3.1 Non-payment of contribution

In the event of non-payment of contribution, the customer should be informed of, the various non-forfeiture options that are available and the advantages and disadvantages of each option should the contributions be unpaid within the grace period:

- cash / surrender value, and the surrender charges, if applicable, with the caution that the customer will only receive an amount which is much less than the contributions paid if the certificate is surrendered; and
- an advance will be made from the PA to pay the outstanding contributions and the possibility of the certificate being lapsed upon exhaustion of the amount in the PA.

1.3.2 Annual statements

Annual statements to the participant should include sufficient warning of potential shortfall of the PA to meet Tabarru', the consequences of the PA shortfall and remedial actions to rectify the shortfall, e.g. top-up by the participant.

1.3.3 Cessation of business with Takaful agents

In the event the Takaful agent ceases to operate or ceases to continue to arrange its family certificates, the Takaful operator should inform the affected customer (either by written notice or via electronic means) of the following:

- that the Takaful agent has ceased to operate or has ceased to continue to arrange its family certificates;
- the new point of contact for certificate servicing; and
- how future contributions can be transmitted to the Takaful operator, if applicable.

2. Investment-Linked (IL) Takaful Products

2.1 Pre-contractual stage

2.1.1 Disclosure by Takaful operator

- The Takaful operator should inform the customer that it is registered under the Takaful Order, 2008 and regulated by AMBD.
- Where Takaful is to be arranged through an intermediary, the name and address of the intermediary and the Takaful operator underwriting the certificate should be disclosed to the customer.

2.1.2 Advising and marketing

The Takaful operator should inform the customer of the importance of providing sufficient and accurate information to enable the Takaful operator to advise the customer on the suitability of the IL product, taking into consideration the appropriateness of the product to the customer's needs and circumstances.

2.1.3 Nature and objective of the IL product

The Takaful operator should provide the customer with a description of the IL product, such as:

- applicable Shariah concepts;
 - Between participants of the Takaful fund for mutual financial assistance.
 - Between the Takaful operator and participants in managing the Takaful funds.
- the type of IL product;
- the nature of investment including the underlying assets, objectives of the fund and investment strategy of the IL product, to enable the customer to make a proper assessment of the fund and its potential risks. Information disclosed to customer should be sufficient to enable understanding of market movements and implications on the Takaful funds, including potential shortfall of the PA and possibility of certificate lapsation;
- the customer should be advised to refer to the relevant marketing materials for further information;
- the availability of the top-up facility and its use as a method to maximise the customer's investment value; and
- the basic Takaful coverage, in the event of death and total permanent disability.

2.1.4 Benefits payable and exclusions

The following information should be disclosed to the customer:

- the benefits payable and circumstances or contingencies upon which benefits are payable by the Takaful operator to the customer;
- certificate benefits will fluctuate based on the underlying performance of the IL fund;
- limitation on benefits and the duration for which it is applicable, if any;
- restrictions of benefits (including lien imposed on the certificate) and exclusions of the Takaful certificate to ensure the customer understands what is not covered under the certificate; and
- the surrender value payable under the IL certificate and whether it is guaranteed or not guaranteed.

2.1.5 Contribution payments

The Takaful operator should provide the customer the details of the contribution payments, including:

- whether it is a single lump-sum contribution payment product or a regular-contribution product;
- the amount of contributions, frequency with which and period over which payment is to be made in respect of regular contribution product. The Takaful operator should qualify that the contribution rate is applicable to standard risks and that the certificate terms and rates may vary, depending on the underwriting requirements of the Takaful operator; and
- the grace period, which gives the customer additional period of time after the due date, for the payment of contribution.

2.1.6 Disclosure of Wakalah fees and charges

The Takaful operator should disclose and explain the nature, amount and frequency of the payment of all applicable fees and charges borne by the customer, including:

- details of Wakalah fees borne by the customer especially commissions expressed both in terms of aggregate amount and as a percentage of contributions payable for each certificate year and the purpose of charging the Wakalah fees; and
- other fees and charges borne by the customer which are not included in the contributions and the purpose of each fee or charge.

2.2 **At the point of entering into a contract**

2.2.1 Contents of proposal form

The Takaful operator should highlight to the customer the contents of the proposal form, such as:

- the aqad that binds the participants of Takaful;
- the aqad that binds the participants and the Takaful operator; and

- the method of distribution of investment profits and surplus in particular, the sharing ratio.

2.2.2 Risks and returns

- The customer should be advised of the significant risks and benefits of investing in the IL product in order to make informed decisions. The customer should be advised to refer to the marketing material for further information.
- In disclosing the benefits, the Takaful operator should highlight to the customer the potential upside and downside of the product.
- Given that returns on IL product are often contingent on the performance of underlying assets, the Takaful operator should highlight to the customer that past performance is not indicative of future performance.

2.2.3 Suitability of IL product

The customer should be asked to at least consider the following:

- whether the allocation of Takaful contribution towards protection and investment meets the customer's financial circumstances;
- whether the IL funds chosen match the customer's investment objectives and risk appetite;
- whether the customer understands the financial risks and potential losses that may arise from investing in the IL product; and
- the customer should be satisfied that the IL product would best serve the customer's needs and that the contribution payable under the certificate is affordable.

This requirement applies to IL Takaful products marketed through all channels of distribution other than BancaTakaful.

2.2.4 Contractual rights and obligations

The customer should be informed of the following:

- any significant condition or obligation which the customer should meet;
- duty of the customer to disclose all information material to the Takaful and the consequences of failure to disclose / wrongful disclosure by the customer;
- the importance for the customer to ensure that the proposal form is completed accurately as it forms the basis of the Takaful contract;
- the requirement for proof of age to be provided;
- the date of commencement of risk;
- the consequences of failure to pay contributions within the grace period and provisions of reinstatement;
- the importance of receiving and keeping the receipt from the Takaful operator as proof of payment of contributions by the customer; and
- time frame required by the Takaful operator to issue a certificate.

2.2.5 Free-look period

The Takaful operator should inform the customer clearly about the free-look period / cooling-off period of 14 calendar days from the delivery date of the certificate to review the suitability of the newly-participated certificate. It should be highlighted that a customer has the right to return the certificate within 14 calendar days of the delivery of the certificate, after reviewing the terms and conditions of the certificate, and the Takaful operator should refund:

- up to the original premium paid by the policyholder;
- the unallocated contributions;
- value of units that have been allocated (if any) at unit price at the next valuation date; and
- any Takaful charge and certificate fee that have been deducted, less medical expenses which may have been incurred.

2.2.6 Replacement of certificates

The Takaful operator should clearly indicate to the customer on the possible implications and disadvantages of switching from one type of IL certificate to another or from one Takaful operator to another Takaful operator.

2.2.7 Claims

The Takaful operator should explain to customer the claim procedures and customer's responsibilities in relation to making a claim against the certificate.

2.2.8 Other important notices

Other important notices to the customer include:

- the availability of a cash value with the caution that the customer will only receive an amount which is much less than the contributions paid if the certificate is surrendered, and the surrender charges, if applicable;
- in the case of contribution holidays, the customer should be advised on the consequences of taking a contribution holiday, including the possibility of the certificate lapsing when the required charges, including rider charges exceed the value of IL fund units available;
- the provisions for nomination and assignment, including the importance of making a nomination and its implications. The customer should be advised to nominate a nominee and ensure that the nominee is aware of the certificate that the customer has participated;
- where the fund is capital guaranteed (by a third party), the guarantee is only valid at a certain point in time, and it should be disclosed that the guarantee is not valid on premature withdrawal;
- the availability of options to vary the level of death benefits and contributions and switch IL fund; and
- the availability of top-up facility on the customer's existing IL certificate at any time to enhance the investment portion of both single and regular contribution certificate, with or without any change in the Takaful coverage.

2.2.9 Change of contact details

The customer should be informed of the importance of notifying the Takaful operator of any change in contact details, including the address of the customer and the nominee.

2.3 During the term of the contract

2.3.1 Annual statements

Annual statements to the participant should include sufficient warning of potential shortfall of the PA to meet Tabarru', the consequences of the PA shortfall and remedial actions to rectify the shortfall, e.g. top-up by the participant.

2.3.2 Cessation of business with Takaful agents

In the event the Takaful agent ceases to operate or ceases to continue to arrange its IL product, the Takaful operator is encouraged to inform the affected customer (either by written notice or via electronic means) of the following:

- that the Takaful agent has ceased to operate or has ceased to continue to arrange its IL product;
- the new point of contact for certificate servicing; and
- how future contributions can be transmitted to the Takaful operator, if applicable.

3. **General Takaful Products (other than Medical and Health Takaful)**

3.1 Pre-contractual stage

3.1.1 Disclosure by Takaful operator

- The Takaful operator should inform the customer that it is registered under the Takaful Order, 2008 and regulated by AMBD.
- Where Takaful is to be arranged through an intermediary, the name and address of the intermediary and the Takaful operator underwriting the certificate.

3.1.2 Principles of Takaful

To enhance understanding on the nature of Takaful products, the Takaful operator should explain to the customer the following four main principles of Takaful which are applicable to the Takaful product which the customer intends to participate in:

- permissible Takaful interest - a participant should have permissible Takaful interest, i.e. right, title or interest in a property / item / life such that a loss or damage to the property / item / life would result in a financial loss to the participant;
- utmost good faith - a participant has a duty to disclose to the Takaful operator all material facts regarding the subject matter of Takaful and the circumstances pertaining to it;

- contract of indemnity - financial compensation to restore, as best as possible, the participant to the same position the participant had enjoyed immediately before the loss; and
- contribution - the Takaful operator is liable only for the Takaful operator's 'rateable proportion' of the loss in the event a participant has more than one certificate to cover a particular property.

3.1.3 Product features

The Takaful operator should explain the main features of the product to the customer, including:

- applicable Shariah concepts;
 - Between participants of the Takaful fund for mutual financial assistance.
- Between the Takaful operator and participants in managing the Takaful funds.
- types of cover offered and the scope of each cover;

For example:

- **Motor Takaful:** available covers are third party; comprehensive; and third party, fire and theft. Third party certificate covers the customer against claims for bodily injuries or deaths caused to other persons as well as loss or damage to third party properties caused by the customer's vehicle.
- **Houseowner / Householder Takaful:** available covers are basic fire; houseowner and householder. The basic fire certificate provides the customer with coverage for the building only and covers loss or damage by fire, lightning or explosion.
- **Personal accident (PA) Takaful:** available covers are accidental death, permanent total or partial disablement, temporary total or partial disablement, medical expenses, hospitalisation benefits and funeral expenses. The customer should be advised to refer to the scale of benefits for death and disablement in the Takaful certificate.

- exclusions which can be covered with payment of additional contributions;

For example:

- **Motor Takaful:** the comprehensive motor certificate can be extended to cover flood, landslide and windscreen damage and / or extensions to cover passengers.
- **Houseowner / Householder Takaful:** the houseowner Takaful certificate can be extended to cover subsidence, landslide, riot, strike and malicious damage.
- **PA Takaful:** the certificate can be extended to cover death or injury while operating or riding a motorcycle.

- the importance of ensuring that the property is covered at the market value and the effect of over-insurance and under-insurance, particularly during the duration of the certificate (not applicable for PA Takaful); and

For example:

- **Motor Takaful:** *the customer should be advised on the present market value of the vehicle, based on reference to a credible vehicle valuation database. The present market value should be indicated in the notice of expiry or product disclosure. The customer should be advised to cover the vehicle at the market value of the vehicle and betterment charges which may be applicable in motor Takaful claim.*
- **Houseowner / Householder Takaful:** *the customer should be advised to ensure the property is adequately covered taking into account the renovations made to the property. The amount covered should cover the cost of rebuilding the property in the event of loss / damage. The basis of compensation for householder certificate, i.e. whether it is on reinstatement or replacement value should be explained to the customer.*

- Restrictions and exclusions of the certificate to ensure the customer understands what are not covered under the certificate.

For example:

- **Motor Takaful:** *the standard comprehensive motor Takaful certificate does not cover certain losses such as death of or bodily injury to the driver and passengers due to a motor accident and damage to vehicle arising from an act of nature such as flood and landslide. In addition, a warning that it is an offence under the laws of Brunei Darussalam to enter the country without extending passenger liability cover should also be informed to the customer.*
- **Houseowner / Householder Takaful:** *householder certificate does not cover theft claims if there is no evidence of forced and violent entry / exit.*
- **PA Takaful:** *PA Takaful does not cover death, disability or injury due to war, terrorism, suicide and insanity, AIDS, dangerous sports, riding on a motorcycle and while taking part in military, naval, air force, police or fire service duties. In addition, the range of age limits that can be covered under the PA Takaful should be informed to the customer.*

3.1.4 Costs

The Takaful operator should disclose and explain the nature, amount and frequency of all applicable fees and charges borne by the customer, including:

- the Takaful contribution breakdown for each cover being participated by the customer. The Takaful operator should qualify that the total contribution payable may vary depending on the underwriting requirements of the Takaful operator, where applicable;

For example:

- **Motor Takaful:** contribution payable will depend on no-claim-discount entitlement of the customer and the underwriting requirements of the Takaful operator such as age of vehicle and claims experience.
- other fees and charges which are not included in the Takaful contributions, and the purpose of each fee or charge (including any possible future fees or charges, such as for changing or cancelling the certificate, handling claims or any other services);
- details of Wakalah fees especially commissions, expressed both in terms of aggregate amount and as a percentage of Takaful contributions payable and the purpose of charging the Wakalah fees; and
- the timing of the contribution payment and the methods of payment available.

For example:

- **Motor Takaful:** cash-before-cover requirements. The customer should be advised to pay the contributions directly to the Takaful operator, either by cash, credit card or cheques (cheques should be made payable only in the name of the Takaful operator).
- **Houseowner / Householder Takaful:** premium warranty requirements.

3.2 At the point of entering into a contract

3.2.1 Contractual rights and obligations

The customer should be informed of the following:

- the contents of the proposal form, such as:
 - a) the aqad that binds the participants of Takaful; and
 - b) the aqad that binds the participants and the Takaful operator.
- any significant condition, warranty or obligation which the customer should meet, failing which the Takaful operator may repudiate liability or cancel the cover;

For example:

- **Motor Takaful:** authorised drivers and limitations of use.
- duty of the customer to disclose all information material to the Takaful and the consequences of failure to disclose / wrongful disclosure by the customer;

For example:

- **Motor Takaful:** previous accident and modification to engines.

- **PA Takaful:** *the occupation and personal pursuits of the customer which would affect the risk profile of the customer and the number of PA certificates that the customer had participated from other Takaful operator.*
- the importance for the customer to ensure that the proposal form is completed accurately as it forms the basis of the Takaful contract;

For example:

- **PA Takaful:** *the customer should also be advised to nominate a nominee and ensure that the nominee is aware of the PA certificate that the customer has participated.*
- the period of coverage;
- the importance of receiving and keeping the receipt from the Takaful operator as proof of payment of contributions by the customer; and
- time frame required by the Takaful operator to issue certificate.

3.2.2 Claims

The Takaful operator should explain to the customer:

- the claims procedures and the customer's responsibilities in relation to making a claim against the certificate.

For example:

- **Motor Takaful:** *the steps to be taken by the customer when involved in an accident which includes informing the customer on the requirement to obtain details of the accident such as the vehicles involved, lodging a police report within 24 hours of the incident, notifying the Takaful operator immediately. As best practice including under Motor Claims Guidelines (MCG), the Takaful operator may wish to advise the customer to deal only with Authorised Accident Reporting Centre (ARC) or Authorised Workshop. The Takaful operator may also wish to advise comprehensive cover certificate owners to submit a third party claim to their own insurer under Own Damage Knock-For-Knock arrangement. The customer should also be informed of the excess that the customer should bear for vehicle damage claims.*
- **Houseowner / Householder Takaful:** *the amount of compensation would depend on the basis of cover (i.e. replacement basis or reinstatement basis). The customer should be advised to specifically declare each item to be covered and keep the purchase receipts of household items to substantiate a claim under the householder certificate.*
- **PA Takaful:** *if the customer has participated in multiple PA Takaful certificates, certain losses such as medical expenses are compensated on reimbursement basis and therefore, the customer will be compensated only once for the actual loss suffered.*

- possible implications of the claim on the customer's certificates in future renewals.

For example:

- **Motor Takaful:** *imposition of excess or loading and loss of no-claim-discount.*

3.2.3 Notice of cancellation

The Takaful operator should inform the customer that:

- the certificate can be cancelled by the customer at any time by giving a written notice to the Takaful operator; and
- upon cancellation, the customer is entitled to a refund of the contribution.

For example:

- **Motor Takaful:** *Refund of the contribution is based on short period rates.*

- **Houseowner / Householder Takaful and PA Takaful:** *Refund of the contribution is based on short-period rates.*

3.2.4 Change of contact / personal details

The customer should be informed of the importance of notifying the Takaful operator of any change in contact details.

Specifically, for PA certificate, the customer should be advised to inform the Takaful operator of any change in the customer's life profile, including the occupation and personal pursuits which would affect the risk profile of the customer.

3.2.5 Other information

The Takaful operator should provide the customer with a copy of the relevant 'fact sheet' together with the certificate, either in Malay or English depending on the preference of the customer, for every new certificate issued to the customer. The 'fact sheet' contains salient features and principles relating to Takaful to facilitate customer's understanding of the product.

3.3 During the term of the contract

To ensure that the customer is given sufficient notice to obtain Takaful cover, the Takaful operator should issue a notice of the expiry of the existing certificate to the customer, at least 30 calendar days before the expiry date.

For motor Takaful, where the market value of the vehicle is provided in the notice of expiry, the market value should be current based on reference to a credible valuation database. However, if the market value of the motor vehicle is not available in the vehicle valuation database, the Takaful operator may provide the previous year's sum covered of the vehicle in the notice of expiry and clarify that the sum covered indicated is based on the previous year's sum covered, and that the current market value of the vehicle

may have further depreciated. The customer should also be informed on the applicable rebate if the customer chooses to renew directly with the Takaful operator. In addition, the Takaful operator should also issue the no-claim-discount entitlement to the customer together with the notice of the expiry as well as a warning statement that it is an offence under the laws of the Brunei Darussalam to enter the country without extending passenger liability cover.

4. Medical and Health Takaful (MHT)

The disclosure requirements are applicable to all types of individual MHT certificates, including MHT riders attached to individual family certificates, and group MHT certificates where the group certificate owners have no permissible Takaful interest in the persons covered under the certificates. The disclosure requirements stipulated in these Guidelines should be made to all individuals covered under such group certificates. For other group MHT certificates, the Takaful operator should ensure that the disclosures are made to the master certificate owners.

4.1 Pre-contractual stage

4.1.1 Disclosure by Takaful operator

- The Takaful operator should inform the customer that it is registered under the Takaful Order, 2008 and regulated by AMBD.
- Where Takaful is to be arranged through an intermediary, the name and address of the intermediary and the Takaful operator underwriting the certificate should be disclosed to the customer.

4.1.2 Advising and marketing

- The Takaful operator should inform the customer of the importance of providing sufficient and accurate information to enable the Takaful operator to advise the customer on the suitability of the MHT product, taking into consideration the appropriateness of the product to the customer's needs and circumstances.

4.1.3 Product features

- The Takaful operator should provide the customer with sufficient details of the essential features of a MHT certificate, including:
 - a) applicable Shariah concepts;
 - Between participants of the Takaful fund for mutual financial assistance.
 - Between the Takaful operator and participants in managing the Takaful funds.
 - b) types of MHT products offered, such as hospitalisation and surgical Takaful (HST), critical illness Takaful, disability income Takaful and hospital income Takaful, and the scope of cover for each type of Takaful product;

- c) details of the benefits covered under the MHT certificate, such as what is and what is not covered. For example, HST covers hospital accommodation and nursing expenses, surgical expenses, physicians' expenses and in-patient tests but it does not cover maternity, congenital abnormalities and cosmetic or plastic surgery;
- d) the amount of benefits payable under the certificate, when those benefits are payable and the process and procedures involved, such as:
 - in reimbursement of medical expenses incurred by the customer; and
 - a lump sum payment of sum participated or payment of an income stream at regular intervals for the period that the customer is incapacitated or hospitalised;
- e) details of the events, circumstances or contingencies upon which benefits are payable.

4.1.4 Exclusions and limitations of benefits

- Information regarding benefit exclusions and limitations, pre-existing conditions, specified illnesses and qualifying / waiting period as defined in the MHT Underwriting Guide should be adequately disclosed and clearly explained to the customer.
- The Takaful operator should also inform the customer whether any particular cover ceases at a pre-determined age or certificate anniversary.

4.1.5 Contribution payments

The Takaful operator should provide to the customer the full details of the contribution payments, including:

- the amount of contribution, the frequency of payment and the period over which the contributions are payable. The Takaful operator should qualify that the total contribution payable may vary depending on the underwriting requirements of the Takaful operator, where applicable;
- the contribution rates table showing the contributions of the product for all ages at entry; and
- the possible conditions that would lead to the following scenarios on certificate renewals:
 - certificate is renewed with a level contribution;
 - certificate is renewed with an increased contribution; or
 - certificate is not renewed.

A statement should also be made to alert the customer that the possible conditions disclosed are not exhaustive and that contribution rates may be reviewed or certificate renewal declined under other justified circumstances;

- whether the contributions are level or may vary on renewal. If it has varied before, statistics on the annual increases in the standard contributions for the product over the last three years for selected sample ages at entry of 30, 40, 50 and 60 should be disclosed. There should also be a

statement to alert the customer that the past trends on the increase in contribution rates do not necessarily reflect the future trend;

- the Takaful operator's right to revise the contributions on certificate renewals; and
- co-payments borne by a customer under cost-sharing or co-Takaful terms, if applicable, should be made clear to the customer.

4.1.6 Disclosure of Wakalah fees and charges

The Takaful operator should disclose and explain the nature, amount and frequency of the payment of all applicable fees and charges borne by the customer, including:

- details of Wakalah fees especially commissions expressed both in terms of aggregate amount and as a percentage of contributions payable for each certificate year for stand-alone certificates and group certificates and the purpose of charging the Wakalah fees; and
- other fees and charges which are not included in the contributions and the purpose of each fee or charge.

4.2 **At the point of entering into a contract**

4.2.1 Contractual rights and obligations

The customer should be informed of the following:

- the contents of the proposal form, such as:
 - the aqad that binds the participants of Takaful; and
 - the aqad that binds the participants and the Takaful operator.
- any significant condition or obligation which the customer should meet, failing which the Takaful operator may repudiate liability or cancel the MHT certificate;
- duty of the customer to disclose all information material to the Takaful and the consequences of failure to disclose / wrongful disclosure by the customer such as the customer's age and medical condition;
- the importance for the customer to ensure that the proposal form is completed accurately as it forms the basis of the Takaful contract;
- the period of coverage;
- the importance of receiving and keeping the receipt from the Takaful operator as proof of payment of contributions by the customer; and
- time frame required by the Takaful operator to issue a certificate.

4.2.2 Free-look period

The Takaful operator should inform the customer clearly about the free-look period / cooling-off period of 14 calendar days from the delivery date of the certificate to review the suitability of the newly-participated certificate. It should be highlighted that the customer has the right to return the certificate within 14 calendar days of the delivery of the certificate, after reviewing the terms and conditions of the certificate. Any expenses incurred by the Takaful operator for the customer's medical examination could be deducted from the contributions.

4.2.3 Replacement of certificates

The Takaful operator should inform the customer on the possible implications and disadvantages of switching from one type of MHT certificate to another or from one Takaful operator to another Takaful operator. For example, the customer may be subject to new terms and conditions of the new certificate or of the new Takaful operator.

4.2.4 Claims

- The Takaful operator should explain to the customer the claims procedures and the customer's responsibilities in relation to making a claim against the certificate.
- The Takaful operator should provide the list of panel hospitals / clinics where the customer can seek treatment, if applicable.

4.2.5 Notice of cancellation

The Takaful operator should inform the customer that:

- the MHT certificate can be cancelled by the customer at any time by giving a written notice to the Takaful operator; and
- for certain types of MHT certificate, the customer is entitled to a certain amount of contribution refund provided the customer has not made a claim on the certificate.

4.2.6 Change of contact details

The customer should be informed of the importance of notifying the Takaful operator of any change in contact details.

4.3 During the term of the contract

4.3.1 Termination of coverage

To ensure the customer is given sufficient notice, the Takaful operator should issue a notice of the expiry of the existing certificate to the customer, at least 30 calendar days before the expiry date. For example, a notice should be issued by the Takaful operator to inform the customer that the MHT certificate / rider will automatically terminate if the certificate anniversary nearest to the 70th birthday of the participant is reached.

4.3.2 Change to benefits and contributions

The Takaful operator should notify the customer in writing of all changes to critical benefits and contributions of a particular MHT certificate and preferably, the reasons for any change, at least 30 calendar days before any change is made. The customer should be informed of the change made and given adequate time to reassess the Takaful needs and to search for alternative products, if necessary. Change to benefits and contributions of MHT certificates can be made on certificate anniversary or upon renewal only.

4.3.3 Change to panel hospitals / clinics

The Takaful operator should ensure that the customer is informed of any change in its panel hospitals / clinics at least 30 calendar days prior to the effective date of the change.

4.3.4 Cessation of business with Takaful agents

In the event the Takaful agent ceases to operate or ceases to continue to arrange its MHT certificates, the Takaful operator is encouraged to inform the affected customer (either by written notice or via electronic means) of the following:

- that the Takaful agent has ceased to operate or has ceased to continue to arrange his MHT certificates;
- the new point of contact for certificate servicing; and
- how future contributions can be transmitted to the Takaful operator, if applicable.

4.4 Disclosure requirements for marketing materials

All possible exclusions or limitations in a MHT certificate should, as far as practicable, be disclosed in marketing materials. Disclosures should at least cover the following areas:

- a) a statement to alert the customer the fact that there are exclusions and limitations in benefits, and the source where the detailed information on the exclusions and limitations could be obtained from;
- b) highlighting important exclusions and limitations of benefits and circumstances in which the exclusions and limitations apply;
- c) highlighting important pre-existing conditions, specified illnesses and the qualifying period applicable;
- d) highlighting the waiting period, deductibles, reimbursements, co-Takaful, residence overseas, treatment overseas and the circumstances in which the limitations and exclusions apply; and
- e) a statement to alert the customer that the exclusions and limitations of benefits highlighted are not exhaustive and the details are in the Takaful contract.

The Takaful operator may use simple examples to illustrate the above disclosures.

(a) FOR ORDINARY FAMILY TAKAFUL PRODUCT

<p>PRODUCT DISCLOSURE SHEET</p> <p>(Read this Product Disclosure Sheet before you decide to take up the <i>Product</i>. Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).</p>	<p><i>Name of Takaful Operator:</i> <i>Name of Product:</i> <i>Date:</i></p> <p><i>Or</i></p> <p><i>Name of Registered Agent:</i> <i>Address of Registered Address:</i> <i>Name of Product and Takaful Operator:</i> <i>Date:</i></p> <p>The information provided in this product disclosure sheet is valid as at dd/mm/yy or until dd/mm/yy.</p>
1. What is this product about?	
<ul style="list-style-type: none"> – <i>Product features and description.</i> 	
2. What are the Shariah concepts applicable?	
<ul style="list-style-type: none"> – <i>Between participants of the Takaful fund for mutual financial assistance.</i> – <i>Between the Takaful operator and participants in managing the Takaful funds.</i> 	
3. What are the benefits payable and exclusions provided?	
<ul style="list-style-type: none"> – <i>To fully disclose the information to customer.</i> 	
4. How much contribution do I have to pay?	
<ul style="list-style-type: none"> – <i>Details of contribution payments.</i> 	
5. What are the fees and charges that I have to pay?	
<ul style="list-style-type: none"> – <i>Wakalah fees and other applicable fees.</i> 	
6. What are some of the important notes that I should know?	
<ul style="list-style-type: none"> – <i>Contractual rights and obligations.</i> – <i>Free look period.</i> – <i>Replacement of certificates.</i> – <i>Claims procedure.</i> – <i>Other important notice.</i> 	
7. What do I need to do if there are changes to my contact details?	
<ul style="list-style-type: none"> – <i>To inform any change in contact details to ensure that all correspondences can be reach in a timely manner.</i> 	

8. What happens in the event of non-payment of contribution?
– <i>To indicate options available for customer.</i>
9. What is an annual statement?
– <i>To indicate the actions available for any shortfalls in the coverage.</i>
10. What happens in the event that a Takaful agent ceases to operate?
– <i>To indicate the process to the affected customer.</i>
11. What are the documents that I need to submit to apply for this product?
– <i>To indicate the documents.</i>
12. Where can I get assistance and redress?
– <i>If you have difficulties, you must contact us the earliest possible. You may contact us at:</i>
<i>Name of Takaful Operator:</i>
<i>Address:</i>
<i>Tel:</i>
<i>Fax:</i>
<i>E-mail:</i>
– <i>If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Autoriti Monetari Brunei Darussalam via email at fci@ambd.gov.bn or walk-in at their address as follows:</i>
<i>Level 7, Financial Consumer Issues</i>
<i>Autoriti Monetari Brunei Darussalam</i>
<i>Ministry of Finance and Economy Building</i>
<i>Commonwealth Drive</i>
<i>Brunei Darussalam</i>
<i>Tel: 2380007</i>
13. Where can I get further information?
– <i>Indicate any other sources available to find information on similar plans.</i>

IMPORTANT NOTE:

PARTICIPATING IN A FAMILY TAKAFUL PLAN IS A LONG-TERM FINANCIAL COMMITMENT. YOU MUST CHOOSE THE TYPE OF CERTIFICATE THAT BEST SUITS YOUR PERSONAL CIRCUMSTANCES. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on the Takaful operators. The final terms and conditions are as stipulated in the Takaful certificate after the Takaful operator's assessment.

<i>I / We hereby confirm having explained the Product Disclosure Sheet (PDS) to Customer in their preferred language English/Malay/Other (delete as applicable)</i>	<i>I / We hereby confirm having received and understand the explanation given in my preferred language English/Malay/Other (delete as applicable)</i>
<i>Name:</i>	<i>Name:</i>
<i>IC No.:</i>	<i>IC No.:</i>
<i>Date:</i>	<i>Date:</i>

(b) FOR INVESTMENT-LINKED (IL) TAKAFUL PRODUCT

PRODUCT DISCLOSURE SHEET (Read this Product Disclosure Sheet before you decide to take up the <i>Product</i> . Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).	Name of Takaful Operator: Name of Product: Date: Or Name of Registered Agent: Address of Registered Address: Name of Product and Takaful Operator: Date: The information provided in this product disclosure sheet is valid as at dd/mm/yy or until dd/mm/yy.
1. What is this product about?	
– <i>Product features and description.</i>	
2. What are the Shariah concepts applicable?	
– <i>Between participants of the Takaful fund for mutual financial assistance.</i> – <i>Between the Takaful operator and participants in managing the Takaful funds.</i>	
3. What are the benefits payable and exclusions provided?	
– <i>To fully disclose the information to customer.</i>	
4. How much contribution do I have to pay?	
– <i>Details of contribution payments.</i>	
5. What are the fees and charges that I have to pay?	
– <i>Wakalah fees and other applicable fees.</i>	
6. What are some of the important notes that I should know?	
– <i>The highlight of proposal form contents.</i> – <i>Risks and returns.</i> – <i>Suitability of IL product.</i> – <i>Contractual rights and obligations.</i> – <i>Free look period.</i> – <i>Replacement of certificates.</i> – <i>Claims procedure.</i> – <i>Other important notice.</i>	

7. What do I need to do if there are changes to my contact details?
– <i>To inform any change in contact details to ensure that all correspondences can be reach in a timely manner.</i>
8. What is an annual statement?
– <i>To indicate the actions available for any shortfalls in the coverage.</i>
9. What happens in the event that Takaful agent ceases to operate?
– <i>To indicate the process to the affected customer.</i>
10.What are the documents that I need to submit to apply for this product?
– <i>To indicate the documents.</i>
11.Where can I get assistance and redress?
<p>– <i>If you have difficulties, you must contact us the earliest possible. You may contact us at:</i></p> <p><i>Name of Takaful Operator:</i> <i>Address:</i> <i>Tel:</i> <i>Fax:</i> <i>E-mail:</i></p> <p>– <i>If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Autoriti Monetari Brunei Darussalam via email at fcf@ambd.gov.bn or walk-in at their address as follows:</i></p> <p><i>Level 7, Financial Consumer Issues</i> <i>Autoriti Monetari Brunei Darussalam</i> <i>Ministry of Finance and Economy Building</i> <i>Commonwealth Drive</i> <i>Brunei Darussalam</i> <i>Tel: 2380007</i></p>
12.Where can I get further information?
– <i>Indicate any other sources available to find information on similar plans.</i>

IMPORTANT NOTE:

THIS IS A TAKAFUL PRODUCT THAT IS TIED TO THE PERFORMANCE OF THE UNDERLYING ASSETS, AND IS NOT A PURE INVESTMENT PRODUCT SUCH AS UNIT TRUSTS. YOU MUST EVALUATE YOUR OPTIONS CAREFULLY AND SATISFY YOURSELF THAT THE INVESTMENT-LINKED PLAN CHOSEN MEET YOUR RISK APPETITE, AND THAT YOU CAN AFFORD THE CONTRIBUTION THROUGHOUT THE CERTIFICATE DURATION. TO INCREASE INVESTMENT VALUE AT ANY TIME, IT IS ADVISABLE THAT YOU PAY THE ADDITIONAL CONTRIBUTIONS AS 'TOP UPS'. RETURN ON AN INVESTMENT-LINKED FUND IS NOT GUARANTEED.

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<i>I / We hereby confirm having explained the Product Disclosure Sheet (PDS) to Customer in their preferred language English/Malay/Other (delete as applicable)</i>	<i>I / We hereby confirm having received and understand the explanation given in my preferred language English/Malay/Other (delete as applicable)</i>
<i>Name:</i>	<i>Name:</i>
<i>IC No.:</i>	<i>IC No.:</i>
<i>Date:</i>	<i>Date:</i>

(c) FOR GENERAL TAKAFUL PRODUCTS (Other than Medical and Health Takaful)

<p>PRODUCT DISCLOSURE SHEET</p> <p>(Read this Product Disclosure Sheet before you decide to take up the <i>Product</i>. Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).</p>	<p><i>Name of Takaful Operator:</i> <i>Name of Product:</i> <i>Date:</i></p> <p><i>Or</i></p> <p><i>Name of Registered Agent:</i> <i>Address of Registered Address:</i> <i>Name of Product and Takaful Operator:</i> <i>Date:</i></p> <p>The information provided in this product disclosure sheet is valid as at dd/mm/yy or until dd/mm/yy.</p>
1. What is this product about?	
<ul style="list-style-type: none"> – <i>To explain the principles of Takaful.</i> – <i>Product features and description.</i> 	
2. What are the Shariah concepts applicable?	
<ul style="list-style-type: none"> – <i>Between participants of the Takaful fund for mutual financial assistance.</i> – <i>Between the Takaful operator and participants in managing the Takaful funds.</i> 	
3. What are the coverage and exclusions provided?	
<ul style="list-style-type: none"> – <i>To fully disclose the information to customer.</i> 	
4. How much contribution do I have to pay?	
<ul style="list-style-type: none"> – <i>Details of contribution payments.</i> 	
5. What are the fees and charges that I have to pay?	
<ul style="list-style-type: none"> – <i>Wakalah fees and other applicable fees.</i> 	
6. What are some of the important notes that I should know?	
<ul style="list-style-type: none"> – <i>Contractual rights and obligations.</i> – <i>Claims procedure and implication in the future renewals.</i> 	
7. What do I need to do if there are changes to my contact details?	
<ul style="list-style-type: none"> – <i>To inform any change in contact details to ensure that all correspondences can be reach in a timely manner.</i> 	
8. What happens in the event of cancellation?	
<ul style="list-style-type: none"> – <i>To inform the need of notice of cancellation.</i> 	

9. What is a notice of expiry?
– <i>To inform the importance on notice of expiry.</i>
10. What happens in the event that Takaful agent ceases to operate?
– <i>To indicate the process to the affected customer.</i>
11. What are the documents that I need to submit to apply for this product?
– <i>To indicate the documents.</i>
12. Where can I get assistance and redress?
<p>– <i>If you have difficulties, you must contact us the earliest possible. You may contact us at:</i></p> <p><i>Name of Takaful Operator:</i> <i>Address:</i> <i>Tel:</i> <i>Fax:</i> <i>E-mail:</i></p> <p>– <i>If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Autoriti Monetari Brunei Darussalam via email at fci@ambd.gov.bn or walk-in at their address as follows:</i></p> <p><i>Level 7, Financial Consumer Issues</i> <i>Autoriti Monetari Brunei Darussalam</i> <i>Ministry of Finance and Economy Building</i> <i>Commonwealth Drive</i> <i>Brunei Darussalam</i> <i>Tel: 2380007</i></p>
13. Where can I get further information?
– <i>Indicate any other sources available to find information on similar plans.</i>

IMPORTANT NOTE:

*Houseowner/Householder
Takaful*

YOU MUST ENSURE THAT YOUR PROPERTY IS COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

*Personal Accident
Takaful*

YOU ARE ADVISED TO NOTE THE SCALE OF BENEFITS FOR DEATH AND DISABLEMENT IN YOUR TAKAFUL CERTIFICATE. YOU MUST NOMINATE A NOMINEE AND ENSURE THAT YOUR NOMINEE IS AWARE OF THE PERSONAL ACCIDENT TAKAFUL CERTIFICATE THAT YOU HAVE PARTICIPATED. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

Motor Takaful

YOU SHOULD ENSURE THAT YOUR VEHICLE IS COVERED AT THE APPROPRIATE AMOUNT. IN THE EVENT OF AN ACCIDENT, YOU ARE ADVISED TO DEAL WITH APPROVED WORKSHOPS. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO SUBMIT YOUR CLAIM TO YOUR TAKAFUL OPERATOR. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on the Takaful operators. The final terms and conditions are as stipulated in the Takaful certificate after the Takaful operator's assessment.

<i>I / We hereby confirm having explained the Product Disclosure Sheet (PDS) to Customer in their preferred language English/Malay/Other (delete as applicable)</i>	<i>I / We hereby confirm having received and understand the explanation given in my preferred language English/Malay/Other (delete as applicable)</i>
<i>Name:</i>	<i>Name:</i>
<i>IC No.:</i>	<i>IC No.:</i>
<i>Date:</i>	<i>Date:</i>

(d) FOR MEDICAL AND HEALTH TAKAFUL (MHT)

PRODUCT DISCLOSURE SHEET (Read this Product Disclosure Sheet before you decide to take up the <i>Product</i> . Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).	Name of Takaful Operator: Name of Product: Date: Or Name of Registered Agent: Address of Registered Address: Name of Product and Takaful Operator: Date: The information provided in this product disclosure sheet is valid as at dd/mm/yy or until dd/mm/yy.
1. What is this product about?	
– <i>Product features and description.</i>	
2. What are the Shariah concepts applicable?	
– <i>Between participants of the Takaful fund for mutual financial assistance.</i> – <i>Between the Takaful operator and participants in managing the Takaful funds.</i>	
3. What are the benefits and exclusions/limitations of benefits provided?	
– <i>To fully disclose the information to customer.</i>	
4. How much contribution do I have to pay?	
– <i>Details of contribution payments.</i>	
5. What are the fees and charges that I have to pay?	
– <i>Wakalah fees and other applicable fees.</i>	
6. What are some of the important notes that I should know?	
– <i>Contractual rights and obligations.</i> – <i>Free look period.</i> – <i>Replacement of certificates.</i> – <i>Claims procedure.</i> – <i>Other important notice i.e. notice of cancellation.</i>	
7. Under what circumstances would a termination of coverage occur?	
– <i>To provide sufficient information.</i>	
8. What happens in the event of change of benefits and contributions?	
– <i>To provide sufficient information.</i>	

9. What happens if there is change to panel hospitals / clinics?
– <i>To notify any changes immediately.</i>
10. What happens in the event that a Takaful agent ceases to operate?
– <i>To indicate the process to the affected customer.</i>
11. What are the documents that I need to submit to apply for this product?
– <i>To indicate the documents.</i>
12. Where can I get assistance and redress?
– <i>If you have difficulties, you must contact us the earliest possible. You may contact us at:</i>
<p>Name of Takaful Operator: Address: Tel: Fax: E-mail:</p>
– <i>If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Autoriti Monetari Brunei Darussalam via email at fci@ambd.gov.bn or walk-in at their address as follows:</i>
<p>Level 7, Financial Consumer Issues Autoriti Monetari Brunei Darussalam Ministry of Finance and Economy Building Commonwealth Drive Brunei Darussalam Tel: 2380007</p>
13. Where can I get further information?
– <i>Indicate any other sources available to find information on similar plans.</i>
14. The availability of marketing materials on the MHT products.
– <i>To disclose all possible exclusions or limitations in the marketing materials.</i>

IMPORTANT NOTE:

YOU SHOULD SATISFY YOURSELF THAT THIS CERTIFICATE WILL BEST SERVE YOUR NEEDS. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on the Takaful operators. The final terms and conditions are as stipulated in the Takaful certificate after the Takaful operator's assessment.

<i>I / We hereby confirm having explained the Product Disclosure Sheet (PDS) to Customer in their preferred language English/Malay/Other (delete as applicable)</i>	<i>I / We hereby confirm having received and understand the explanation given in my preferred language English/Malay/Other (delete as applicable)</i>
<i>Name:</i>	<i>Name:</i>
<i>IC No.:</i>	<i>IC No.:</i>
<i>Date:</i>	<i>Date:</i>