



INSURANS ISLAM TAIB FAMILY TAKAFUL

GROUP FAMILY TAKAFUL CERTIFICATE

GROUP FAMILY TAKAFUL PLAN CERTIFICATE

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 Sdn. Bhd. (hereinafter called '**the Company**') for the Takaful coverage hereinafter mentioned for the persons described in the Schedule (hereinafter called '**the Person Covered**') 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 that if the Takaful contribution stated in the Schedule is duly paid to the Company, then during the period of Takaful as described in the Schedule:-

- (a) in the event of death of a Person Covered; and/or
- (b) in the event that a Person Covered sustains bodily injury or becomes disabled, as a result of accident or disease or illness or unknown cause, then the Company will pay to the relevant Person Covered and/or the beneficiary(ies) of the relevant Person Covered (as the case may be) the appropriate benefit(s) as specified in the Schedule subject to the terms, limitations, exclusions and conditions contained in this Certificate, the Schedule and any endorsements to this Certificate (hereinafter collectively referred to as '**the Terms of this Certificate**').

The following shall make up the whole of this contract of Takaful:-

- (a) This Certificate together with the Schedule and any endorsements;
- (b) The written Proposal and Declaration and any other statements in writing relating to this Takaful coverage given by the Participant at the time of the Participant's application for this Takaful coverage (which form the basis of this contract); and
- (c) Any subsequent written notices given by the Company to the Participant.

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.

3. THE PERSON COVERED

During the period of Takaful, the Person Covered must be:-

- (a) Between 18 and 65 years of age (unless otherwise stated);
- (b) Employed as full time employee by the Participant to work in Brunei Darussalam for the Participant; and
- (c) Holding a valid work permit for his / her employment in Brunei Darussalam that has not been cancelled whether temporarily or otherwise if that Person Covered is not a citizen or permanent resident of Brunei Darussalam.

4. 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/or in the Table of Benefits herein.

5. TERRITORIAL LIMIT

This Takaful coverage is a worldwide coverage.

6. 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.

7. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION

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.

The Participant shall also notify the Company in writing of any injury, disease, illness, physical defect or infirmity affecting the Person Covered before any renewal of this Certificate.

8. 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.

9. 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.

The proof of age is required before the Company pays any benefit under this contract of Takaful.

10. PAYMENT OF BENEFITS

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

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 beneficiary (ies) of the relevant Person Covered.

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.

11. ALTERATION OF CERTIFICATE, ETC

This Certificate and the Terms of 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 imposed.

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

12. RENEWAL OF CERTIFICATE / TERMINATION OF COVERAGE

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.

The Company reserves the right to vary the terms and provisions of this Certificate on any Certificate anniversary.

Notwithstanding anything herein contained to the contrary, in the event that a Person Covered attains the age of 65 years old, unless otherwise stated, then the Takaful coverage for that Person Covered shall automatically terminate on the date in which that Person Covered turns 65 years old and no renewal of the Takaful coverage for that Person Covered shall be allowed but without prejudice to any claim arising prior to the date of termination.

13. CANCELLATION OF POLICY

This 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 or the Person Covered or the beneficiary(ies) of the Person Covered to make claim(s) in respect of prior death or disease or illness or injury of any Person Covered.

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

In the event of such cancellation of this Certificate, provided that no claim has been made prior to the cancellation, the Participant shall be entitled to the pro-rata refund of the net Takaful contribution for the unexpired period of Takaful after the deduction of *Wakalah* fee subject to Clauses 14 and 24 below and provided that no cancellation fee will be charged.

14. COOLING OFF PERIOD

Notwithstanding anything herein contained to the contrary, if the Participant should find that this Certificate and this contract of Takaful do not meet the Participant's needs and/or requirements, the Participant may cancel this Certificate and this contract of Takaful within fourteen (14) days after the commencement date of this Certificate. In the event of such occurrence, the Participant shall be entitled to the full refund of the Takaful contribution paid without surplus from the Company provided that no claim has been made prior to the cancellation of this Certificate and this contract of Takaful.

15. NON-ASSIGNMENT

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

16. 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').

For the avoidance of doubt, in this contract of Takaful, '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.

17. MISSTATEMENT OF AGE

If the age of a Person Covered was misstated in his/her proposal form, then no benefit will be payable in respect of that Person Covered.

18. PREVENTION OF ACCIDENT AND DISEASE AND ILLNESS

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

19. ARBITRATION

All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, then to the decision of two (2) Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties and in case of disagreement between the Arbitrators, then the difference shall be referred to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of Award shall be condition precedent to any right of action against the Company.

If the Company offers an amount in settlement or disclaims liability for any claim hereunder, and such claim is not within twelve (12) calendar months from the date of such an offer or disclaimer referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to be abandoned and the Company shall have no liability in respect of it.

20. CONTRIBUTION WARRANTY

It is a fundamental and absolute special condition of this contract of Takaful that the Takaful 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/ Certificate/ endorsement/ renewal Certificate is automatically cancelled and the Company shall be entitled to the pro-rata Takaful 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 TAKAFUL CONTRIBUTION

The Takaful contributions payable by the Participant under this contract of Takaful shall be managed by the Company based on the concept of *Tabarru'* and *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) Participants give 70% of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful participants, where the *Tabarru'* acts as mutual help and joint guarantee should any fellow participants suffer from a defined loss.

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 maybe delegated, either voluntary or with imposition of a fee.
- b) The participant will make contribution to the Takaful fund as *Tabarru'*. Then all the participants in 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 claim management. In this *Wakalah* arrangement, The Company will charge a fee of 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. DISTRIBUTION OF SURPLUS

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

For the participants who have incurred claim(s) or received benefit(s), their portion of surplus will not be distributed to them but shall be credited to the Takaful fund as *Tabarru'*.

24. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the participants from refund/surrender/maturity/termination/claim that is BND5.00 and below, The Company will donate to charity which will be utilized as '*amal jariah*' on behalf of the Participant.

25. SUBROGATION

In the event of a claim by the Participant and/or a 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.

26. 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.

27. GOVERNING LAW

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

28. LANGUAGE VERSION

In the event of any discrepancy between the English and Bahasa Melayu versions of this contract of takaful, the English version shall be definitive for all purposes of this contract of Takaful.

GENERAL EXCLUSIONS

The Company shall not be liable to the Participant and/or the Person Covered and/or the beneficiary(ies) of the Person Covered under this contract of Takaful for claims arising either directly or indirectly as a result of:-

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. Pre-existing illness (unless otherwise stated).
7. 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.
8. Any unlawful act(s) and other causes prohibited by the law and/or the Syariah.
9. Any involvement and/or participation of the Person Covered in any terrorism and/or sabotage activity.
10. Emotional, mental or psychiatric illness or psychological disorder or nervous disorder, schizophrenia, psychogeriatric or psychiatric condition, stress, anxiety and depression.
11. Any pandemic and related causes.
12. Participation in or training for any dangerous or hazardous sport or competition, hobbies or activities such as racing, glider flying, hunting and other comparably dangerous and risky activities or riding or diving in any form of race or competition and risky activities, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power (unless otherwise stated)
13. Involvement in any underwater activity necessitating the use of artificial breathing apparatus.
14. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
15. Miscarriage, pregnancy or any complications thereof except in cases of natural or sudden death due to any complications from the pregnancy, abortion or miscarriage whether directly or indirectly (unless otherwise stated).
16. Any wilful act or wilful negligence of the Participant and/or the Person Covered.
17. Entering, operating, or servicing, ascending or descending from or with any aerial device or conveyance except while the Person Covered is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route. For the purpose of this exclusion the Person Covered would not be covered if he/she is involved in any technical operation or navigation whilst in the aircraft (unless otherwise stated).
18. Serving in any capacity for navy, army or airforce, police force or security personnel (unless otherwise stated).
19. Cosmetic or plastic surgery, any dental work, treatment or surgery, eye or ear examination, except to the extent that any of them is necessary for the repair or alleviation of damage to the Person Covered caused solely by accident.

20. Venereal disease, infection or parasites.

The General Exclusions herein mentioned shall not be cancelled by any endorsement which does not refer to a specific exclusion in whole or in part.

ENDORSEMENTS

The following endorsements only apply to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the terms of the Certificate (hereinafter referred to as "the Basic Certificate").

1. RENEWAL

The following clauses / sections may be renewed by the Participant from year to year with the consent of the Company and at the Takaful contribution amount as may be prescribed from time to time by the Company.

2. GENERAL PROVISION

The following clauses / sections are added to the Group Family Takaful Certificate in consideration of the application thereof and of payment in advance of the additional contribution as determined by the Company.

GF 1: PERMANENT TOTAL DISABLEMENT BENEFIT CLAUSE

PROVISIONS

1. DEFINITION

Permanent Total Disablement shall mean disability, whether caused by bodily injury or disease or illness 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 uninterrupted for a period of at least six (6) months.

The loss of both arms or both legs or of one arm and one leg or both eyes shall be considered Permanent Total 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; with regard to eyes, total and irrevocable loss of sight.

The word "disability", whenever it hereinafter appears under this Clause / Section, means Permanent Total Disablement as above defined and limited.

2. AMOUNT OF BENEFITS AND PAYMENT OF CLAIMS

Subject to the other provisions of this Clause / Section and the Basic Certificate, the Company will pay to the Person Covered and/or the beneficiary (ies) of the Person Covered (as the case may be) the benefits for Permanent Total Disablement after the Company is satisfied with proof that the Person Covered has suffered / incurred Permanent Total Disablement during the period of Takaful.

In the event that a Person Covered subsequently dies due to bodily injury, illness or disease or an unknown cause after claim(s) having been made for Permanent Total Disablement due to bodily injury, illness or disease or an unknown cause, then where the amount payable in respect of all claims made for Permanent Total Disablement due to bodily injury, illness or disease or an unknown cause is less than the amount specified for Death due to bodily injury, illness or disease or an unknown cause in the Schedule, then the amount payable in respect of a subsequent claim made for Death due to bodily injury, illness or disease or an unknown cause shall be the remaining balance of the amount specified under Death due to bodily injury, illness or disease or an unknown cause in the Schedule after deduction of the said amount payable under claims made for Permanent Total Disablement due to bodily injury, illness or disease or an unknown cause.

3. NOTICE AND PROOF OF CLAIM

Written notice of injury or sickness upon which claim may be based must be given to the Company within ninety (90) days from the date of the occurrence of the disability.

Provided that the Person Covered has become totally and permanently disabled as defined in Provision 1 hereof affirmative proof must be submitted to the Company within nine (9) months from the date of occurrence of the disability. Failure to give such notice to the Company within the said period shall not invalidate any claims if it can be shown that it had not been reasonably possible to give such notice within the required period and that such notice was given to the Company as soon as it was reasonably possible to do so.

The Company shall have the right and opportunity to examine the Person Covered whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of claim hereunder.

4. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section and under the Basic Certificate shall terminate on:-

- I. termination of this Clause / Section or the 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 that Person Covered attains the age of 65 years old (unless otherwise stated); or
- IV. the date a full benefit of Permanent Total Disablement claim for that Person Covered is approved; or
- V. a valid claim made for the benefit under Death due to bodily injury, illness or disease or an unknown cause, whichever occurs earlier.

GF 2: PERSONAL ACCIDENT CLAUSE

1. COVERAGE

The Company will pay to the relevant Person Covered and/or the beneficiary(ies) of the relevant Person Covered (as the case may be) the appropriate benefit(s) specified in the Table of Benefits in the event that during the period of Takaful the relevant Person Covered sustains bodily injury caused by violent accidental, external and visible means and within twelve (12) calendar months of such bodily injury results solely, directly and independently of any other cause in:-

A. DEATH; and

B. PERMANENT TOTAL DISABLEMENT (PTD).

2. AMOUNT OF BENEFITS AND PAYMENT OF CLAIMS

Subject to the other provisions of this Clause / Section and the Basic Certificate, the Company will pay to the Person Covered and/or the beneficiary(ies) of the Person Covered (as the case may be) the following benefit(s) in the following event(s):-

(a) the relevant percentage of the amount of benefit as specified in the Table of Benefits in the event that the Person Covered dies due to accident (Benefit A);

(b) the relevant percentage of the amount of benefit as specified in the Table of Benefits in the event that the Person Covered suffers total permanent disablement as described in the Table of Benefits (Benefit B).

The maximum total aggregate amount payable for all the items under Permanent Disablement as specified in the Table of Benefits for a Person Covered shall not exceed the relevant amount in respect of that Person Covered as specified in the Schedule.

Where the aggregate amount payable in respect of all claims made under Benefit B is less than the amount specified for Benefit A, then the amount payable in respect of a subsequent claim made for Death due to accident shall be the remaining balance of the amount specified under Benefit A after deduction of the said aggregate amount payable under Benefit B. For Scheme coverage the aggregate amount payable in respect of all claims is as per stipulated in the Table of Benefits.

If both Accidental Death and Permanent Disability due to accident occur, the Company's liability is limited to one event whichever comes first. For Scheme coverage, if Death is due to accident, the benefit of both Death and Permanent Disability coverage, and the Personal Accident coverage will be payable under the Scheme.

3. NOTICE AND PROOF OF CLAIM

Written notice of injury upon which claim may be based must be given to the Company within ninety (90) days from the date of the occurrence of the disability.

Provided the Person Covered has become permanently disabled as defined in Provision 1 hereof, affirmative proof must be submitted to the Company within nine (9) months from the date of occurrence of the disability. Failure to give such notice to the Company within the said period shall not invalidate any claims if it can be shown that it had not been reasonably possible to give such notice within the required period and that such notice was given to the Company as soon as it was reasonably possible to do so.

The Company shall have the right and the opportunity to examine the Person Covered whose injury is the basis of claim when and as often as it may reasonable require during the pendency of claim hereunder.

4. TERMINATION OF COVER

The Takaful coverage of a Person Covered under this Clause / Section and under the Basic Certificate shall terminate:-

- i. on termination of this Clause / Section or the Takaful contract; or
- ii. on the expiry date of the period of Takaful for that Person Covered as stipulated in the Schedule; or

- I. on the date that Person Covered attains the age of 65 years old (unless otherwise stated); or
- II. In the event of a valid claim made for Benefit A or for the maximum amount payable under Benefit B under this Clause / Section, whichever occurs earlier.

TABLE OF BENEFITS
ACCIDENTAL DEATH/PERMANENT DISABLEMENT

Benefit	Nature	Percentage of the Sum Covered
A	ACCIDENTAL DEATH	100%
B	PERMANENT DISABLEMENT	
	Loss of two limbs	100%
	Loss of both hands, or of all fingers and both thumbs	100%
	Total loss of sight of both eyes	100%
	Total Paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing total permanent disablement	100%
	Loss of arm at shoulder	100%
	Loss of arm between shoulder and elbow	100%
	Loss of arm at elbow	100%
	Loss of arm between elbow and wrist	100%
	Loss of hand at wrist	100%
	Loss of leg	
	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
	Loss of eye	
	- whole eye	100%
	- sight of	100%
	- sight of, except perception of light	50%
	- lens of	50%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers	40%
	Loss of thumbs	
	- both phalanges	25%
	- one phalanx	10%
	Loss of index finger	
	- three phalanges	10%
	- two phalanges	8%
	- one phalanx	4%
	Loss of middle finger	
	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
	Loss of ring finger	
	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	2%
	Loss of little finger	
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	2%
	Loss of metacarpals	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
	Loss of toes	
	- all	15%
	- great, both phalanges	5%
	- great, one phalanx	2%
	- other than great, if more than one toe lost, each	1%
	Loss of hearing	
	- both ears	
	- one ears	75%
	Loss of speech	15%
		50%

Where the injury is not specified, the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the above and without taking into account the occupation of the relevant Person Covered. Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable under Benefit A and Benefit B in respect of any one accident to any one Person Covered shall not exceed 100% of the sum covered or limit stated in the Schedule for that Person Covered. In the event of a total of 100% of the amount of the relevant Takaful benefit covered for a Person Covered having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Person Covered. For all other losses less than 100% of the amount of the relevant Takaful benefit covered, if having been paid, shall reduce that Person Covered's coverage under Benefit A and B (as shown in the Table of Benefits) by that amount paid from the date(s) of accident until the expiration of this Certificate.

PROVISIO

In the event of claims arising from more than one Person Covered in a single conveyance, the Company's maximum aggregate liability shall be limited to Brunei Dollars One Million (BND1,000,000.00) only. In the event that the claims from all Persons Covered arising out of one conveyance and from the same accident exceed Brunei Dollars One Million (BND1,000,000.00) in the aggregate, each Person Covered will be paid a share of Brunei Dollars One Million (BND1,000,000.00) according to the proportion each claim bears to the aggregate claim from all Persons Covered.

GF3: THE MEDICAL EXPENSES BENEFIT

1. COVERAGE

Subject to the other provisions under this Clause / Section and the Basic Certificate, in the event that during the period of Takaful, a Person Covered incurs any medical, surgical or hospital expenses when that Person Covered is admitted to a licensed / registered hospital as a registered in-patient with a minimum of six (6) consecutive hours of confinement in connection with:-

- (i) any bodily injury resulting solely and directly from an accident caused by violent, external and visible means; or
- (ii) a newly diagnosed illness (Non pre-existing illness) suffered by that Person Covered; or
- (iii) any other condition as set out under Annexure A,

the Company will reimburse to the Participant such expenses necessarily incurred and paid up to in aggregate but not exceeding the sum stated in the Schedule against the name of that Person Covered for such injury in respect of any one accident or for any one disease or any one illness (as the case may be).

The Company will only reimburse the said expenses after it has received to its satisfaction the detailed account of the incident, accident, injury, disease and/or illness (as the case may be) requiring the medical treatment and the details of the medical treatment received.

The Company will reimburse the said expenses only if such medical or surgical expenses are incurred in respect of treatment given / provided by a legally qualified and registered Medical Practitioner within ninety (90) days from date of occurrence of accident, disease or illness provided that:-

- i. In respect of a disease or an illness, such disease or illness occurs after thirty (30) days after the commencement date of this Takaful coverage unless the Person Covered affected by such disease or illness has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage; or
- ii. In respect of a bodily injury, such bodily injury occurs after the commencement date of this Takaful coverage.

Notwithstanding anything herein contained to the contrary, the payment of the relevant Medical Expenses benefit by the Company is subject to the excess of Brunei Dollars Two Hundred and Fifty (BND250.00) only for each and every claim under this Clause / Section being the first amount of such expenses to be borne by the Participant and/or the relevant Person Covered before the Company pays the balance which shall not exceeding the sum stated in the Schedule.

The Medical Expenses benefit will also include the medically necessary follow-up treatment ordered by a legally qualified and Registered Medical Practitioner to be rendered within thirty (30) days from the Person Covered's discharge from hospital. This coverage is restricted to follow-up treatment of the specific medical condition or injury for which the Person Covered received in-patient treatment covered by the Certificate.

2. NOTICE AND PROOF OF CLAIM

Notwithstanding anything herein contained to the contrary:-

- (a) Written notice of claim under the Medical Expenses benefit must be given to the Company within ninety (90) days after the date of commencement of confinement in the hospital;
- (b) Affirmative proof/evidence of hospitalization in such forms as the Company may prescribe must be furnished to the Company at the expenses of the Participant and/or the Person Covered within thirty (30) days after the date of discharge from the hospital. -

The Company shall not be liable to make any payment of the benefit if affirmative proof/evidence is not submitted within the said period;

- (c) Failure to give such notice to the Company within the said period shall not invalidate any claims if it can be shown that it had not been reasonably possible to give such notice within the required period and that such notice was given to the Company as soon as it was reasonably possible to do so.

3. ADDITIONAL EXCLUSIONS

The Company shall not be liable to pay any medical, surgical or hospital expenses incurred in relation to or in connection with or as a result of any of the circumstances/ matters/ items stated under Annexure B.

4. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate on:-

- i. termination of this Clause / Section or the 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 of expiry of this Certificate if Person Covered attains the age of 65 years Old, whichever occurs earlier.

5. PROVISIONS

This Clause/ Section is attached as an extension to the Death and Permanent Disablement Due to Accident Clause and subject to terms and conditions otherwise stated in the Death and Permanent Disablement Due to Accident Clause.

GF4: THE CASH WARD ALLOWANCE BENEFIT

1. COVERAGE

Subject to the other provisions of this Clause / Section and the Basic Certificate, in the event that during the period of Takaful the Person Covered is warded and confined in any Hospital as hereinafter defined for treatment of Injury (hereinafter defined) on the recommendation of a Registered Medical Practitioner, the Company will, upon receipt and approval of proofs, pay the Cash Ward Allowance Benefits shown in the Schedule for the period during which the Person Covered shall be a registered in-patient of the Hospital with a minimum of six (6) consecutive hours of confinement but not exceeding the number of days specified in the attached schedule provided that under no circumstances shall the Company pay more than the allowed limit.

2. DEFINITIONS

Unless the context otherwise requires, in this Clause / Section the following words and expression shall have the following meanings:-

- a) **'Injury'** means any bodily injury resulted directly and independently of all other causes from accidental bodily injury affected solely through external, violent and accidental means, of which there is evidence of a visible contusion or wound on the exterior of the body.
- b) **'Registered Medical Practitioner'** shall mean a person qualified by degree in medicine and is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his / her practice.
- c) **'Hospital'** shall mean any lawfully operating institution, which has twenty-four (24) hours a day nursing services with 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.

3. NOTICE AND PROOF OF CLAIM

Notwithstanding anything herein contained to the contrary:-

- (a) Written notice of claim must be given within ninety (90) days after the date of commencement of confinement in the Hospital;
- (b) Affirmative proof / evidence of hospitalization in such forms as the Company may prescribe must be furnished to the Company at the expenses of the Participant and/ or Person Covered after the date of discharge from the Hospital;
- (c) Failure to give such notice to the Company within the said period shall not invalidate any claims if it can be shown that it had not been reasonably possible to give such notice within the required period and that such notice was given to the Company as soon as it was reasonably possible to do so.

4. MEDICAL EXAMINATION

The Company shall have the right to examine the Person Covered whenever it may reasonably require.

5. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate on:-

- i. termination of this Clause / Section or the Takaful contract; or
- ii. the expiry date of the period of Takaful for that Person covered as stipulated in the Schedule, whichever occurs earlier.

GF 6: REPATRIATION EXPENSES BENEFIT

1. COVERAGE

The Company will, subject to the Terms of this Certificate and this Clause / Section and upon satisfactory proof, pay the repatriation expenses benefit for death only as shown in the Schedule to the Third Party Company who provide(s) the repatriation services of the remains of the relevant Person Covered.

The amount of the said repatriation benefit payable shall be equal to the actual charges made by the relevant party(ies) for repatriation of the relevant Person Covered to his/her country of origin provided that the total repatriation benefit payable under this Clause / Section shall not exceed the maximum amount shown in the Schedule.

2. ADDITIONAL EXCLUSIONS

In addition to the General Exclusions under the Basic Certificate, the Company shall not be liable to pay any repatriation benefit if death of the Person Covered is caused directly or indirectly by the Participant.

3. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate on:-

- i. termination of this Clause / Section or the Takaful contract; or
- ii. the expiry date of the period of Takaful for that Person Covered as stipulated in the Schedule, whichever occurs earlier.

4. PROOF OF CLAIM

All of the following documents are required as a valid proof by the Company to pay the Repatriation Expenses benefit:-

- i. Copy of Identity Card or passport of the Person Covered;
- ii. Copy of Identity Card or passport of the beneficiary(ies);
- iii. Local Police Report (for accident only);
- iv. Postmortem/Autopsy report (if any);
- v. Approval letter from employer;
- vi. Death Certificate;
- vii. Letter of Authority (if beneficiary (ies) is not in Brunei).
- viii. Embalming Report
- ix. Invoice from Third Party Provider

GF 7: THE FUNERAL EXPENSES BENEFIT

1. COVERAGE

In the event of death of any Person Covered, subject to the Terms of this Certificate and this Clause / Section and upon satisfactory proof, the Company shall pay the funeral expenses benefit shown in the Schedule to the beneficiary(ies) of the relevant Person Covered within 24 working hours.

All of the following documents are required as valid proof by the Company to pay the Funeral Expenses Benefit:-

- i. Copy of Identity Card of the Person Covered;
- ii. Copy of Identity Card of the beneficiary(ies);
- iii. Death Certificate (If available)
- iv. Notification from the employer.

2. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate on:-

- i. termination of this Clause / Section or the Takaful contract; or
- ii. the expiry date of the period of Takaful for that Person Covered as stipulated in the Schedule whichever occurs earlier.

GF 8: TEMPORARY TOTAL DISABLEMENT (TTD) BENEFIT

1. DEFINITION

“Temporary Total Disablement” shall mean temporary, total and continuous disablement which entirely prevents the Person Covered from attending to / engaging in his business, profession or occupation of any kind from the date of Injury. It will be based on the assessment by the Registered Medical Practitioner.

“Injury” shall mean any bodily injury resulted directly and independently of all other causes from accidental bodily injury affected solely through external, violent and accidental means, of which there is evidence of a visible contusion or wound on the exterior of the body.

“Registered Medical Practitioner” shall mean a person qualified by degree in medicine and is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his / her practice.

2. COVERAGE

If the Person Covered sustains Temporary Total Disablement for at least seven (7) consecutive days as a result of Injury solely caused by accident as herein above defined, the Company will, subject to the provisions herein contained, pay to the relevant Person Covered the Temporary Total Disablement benefits as weekly benefit payable during the disability period. .

The Person Covered must be wholly and continuously disabled for at least seven (7) consecutive days from the date of the injury in order to be entitled to this benefit. For the avoidance of doubt, as this benefit is a weekly benefit, no benefit for a particular week will be payable by the Company if in that particular week the Temporary Total Disablement is not for seven (7) consecutive day.

The Company reserves the right to request for a medical examiner’s report after every four (4) weeks of benefit payment, regardless of whether such duration of benefit payment is continuous or not.

This Temporary Total Disablement benefit shall also not be payable:-

- (a) in respect of any one injury for more than specified weeks which is stated in the schedule from the commencement of the disablement / disability;
- (b) if total disability persists continuously for more than the period of time specified in the Quotation and Schedule ; or
- (c) unless the Person Covered shall as soon as possible after the happening of any Injury giving rise to a claim under this benefit procure and follow proper medical advice from the Registered Medical Practitioner.

3. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate:-

- a. on termination of this Clause / Section or the Takaful contract; or
- b. on the expiry date of the period of Takaful for that Person Covered as stipulated in the Schedule; or
- c. on the date that Person Covered attain the age of 65 years old (unless otherwise stated); whichever occurs earlier.

GF 9 : TEMPORARY PARTIAL DISABLEMENT (TPD) BENEFIT

1. DEFINITION

“Temporary Partial Disablement” shall mean temporary, partial and continuous disablement which will cause the Person Covered to not be able to continue or perform ordinary work as prescribed in the Person Covered’s duty and responsibility to his/her employer. It will be based on the assessment by the Registered Medical Practitioner.

“Injury” shall mean any bodily injury resulted directly and independently of all other causes from accidental bodily injury affected solely through external, violent and accidental means, of which there is evidence of a visible contusion or wound on the exterior of the body.

“Registered Medical Practitioner” shall mean a person qualified by degree in medicine and is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his / her practice.

2. COVERAGE

If the Person Covered sustains Temporary Partial Disablement for at least seven (7) consecutive days as a result of Injury solely caused by accident as herein above defined, the Company will, subject to the provisions herein contained, pay to the relevant Person Covered the Temporary Partial Disablement benefits as weekly benefit payable during the disability period from the date of the Injury or immediately from the end of the period of Temporary Total Disablement. Any disability of less than one (1) week’s duration shall not be indemnified.

The Temporary Partial Disablement benefits are only payable where there is also Temporary Total Disablement claim of the same injury/illness.

The Company reserves the right to request for a medical examiner’s report after every four (4) weeks of benefit payment, regardless of whether such duration of benefit payment is continuous or not.

This Temporary Partial Disablement benefit shall also not be payable:-

- (a) in respect of any one injury for more than the number of specified weeks which is stated in the Schedule from the commencement of the disablement / disability
- (b) unless the Person Covered shall as soon as possible after the occurrence of any Injury giving rise to a claim under this benefit procure and follow proper medical advice from the Registered Medical Practitioner.

3. TERMINATION OF COVER

The Takaful coverage for a Person Covered under this Clause / Section shall terminate:-

- i. on termination of this Clause / Section or the Takaful contract; or
- ii. on the expiry date of the period of Takaful for that Person Covered as stipulated in the Schedule; or
- iii. on the date that Person Covered attain the age of 65 years old (unless otherwise stated);

Whichever occurs earlier.

GF 10: ADDITIONAL COVERAGE - PRE-EXISTING ILLNESSES

1. COVERAGE

If the Person Covered dies or suffers / incurs Permanent Total Disablement or disablement as a result of Pre-existing illness, then subject to the Terms of this Certificate and this Clause / Section and upon satisfactory proof:-

- (a) if death occurs during the deferment period of this Takaful coverage (that is, ninety (90) days from the commencement of this Takaful coverage), the Company shall only pay the Funeral Expenses benefit in the event of death of the Person Covered but no other benefits shall be payable.
- (b) if death or Permanent Total Disablement or disablement occurs after the said deferment period, the Company shall only pay a percentage of the relevant benefits specified in the Schedule. For Death only Funeral Expenses will be payable for Pre-existing illness.

No deferment period will apply if death or Permanent Total Disablement was due to accident.

GF 11 : AUTOMATIC INCLUSIONS AND DELETIONS CLAUSE

With effect from the effective date in the Schedule of the Basic Certificate or in any endorsement to the Certificate, whichever is the later, it is hereby agreed that the Company shall automatically cover any new employee of the Participant under this Certificate effective immediately on the first day of his / her employment, provided that notice of such inclusion be given to the Company in writing within thirty (30) days from the commencement date of employment or any extended period agreed by the Company and the additional Takaful Contribution as required by the Company be duly paid. Any delay or failure to notify the Company of such new employees accordingly will result in the delay of extending the takaful coverage to such new employees.

Similarly, notwithstanding anything herein contained to the contrary, the coverage on any Person Covered shall automatically terminate on the date of termination of the employment.

CLAIMS

1. NOTICE OF CLAIM

Unless otherwise stated, written notice of an occurrence upon which a claim under this Certificate may be based must be given to the Company within ninety (90) days of such occurrence.

Notice given by or on behalf of the Participant to the Company with particulars sufficient to identify the Person Covered shall be deemed to be notice to the Company.

2. EXAMINATION

Before the Company makes any payment if any benefit(s) under this contract of Takaful, the Company shall have the right and opportunity through its medical representatives to examine the Person Covered when and as often as it may reasonably require during the course of a claim hereunder and, in case of death, to investigate the circumstances of death.

The Participant shall ensure:-

- (a) that the Person Covered shall from time to time submit himself / herself to medical examination are required by the Company in connection with any claim;
- (b) in the case of death of any Person Covered, that the Company's medical representatives is allowed to make a post mortem examination of the body of such Person Covered if it is required by the Company.

3. PROOF OF CLAIM

All the documents, information and evidence required by the Company (including but not limited to all reports, certificate and information relating to the accident, injury, disease and /or illness, as the case may be) shall be furnished to the Company. In the event the Company requests for further information which may incur a cost, this cost shall be at the Company's expense.

4. PAYMENT OF CLAIM

Any payments under this Certificate shall be payable to the Participant or the relevant Person Covered or the beneficiary(ies) of the relevant Person Covered (as the case may be).

Any receipt or discharge which the Participant or the relevant Person Covered or the beneficiary(ies) of the relevant Person Covered (as the case may be) may give the Company for any benefit under this Certificate shall be deemed a final and complete discharge of all liability of the Company.

5. RESTRICTIONS

Unless otherwise stated, if no notice of claim is received by the Company during the period of Takaful, then the Company shall not be liable to indemnify, pay or compensate the Participant, the Person Covered or their representatives / beneficiaries under this contract of Takaful for any claim whatsoever.

6. FRAUDULENT CLAIMS

If the Participant or the Person Covered or any person acting on his / her behalf makes any claim under this contract of Takaful knowing the claim to be fraudulent or exaggerated or make false declaration in support of any claim, then this contract of Takaful shall become void and all benefits shall be forfeited. The Company reserves the right to take legal action against the Participant, the Person Covered and/or any person acting on his / her behalf in such event, and there shall not be a refund of the Takaful contribution.

7. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover prior to the expiration of one (1) year from the date of commencement of occurrence, or otherwise stated in the policy schedule.

8. SETTLEMENT DISPUTE

(a) Claims, under which a Participant or relevant Person Covered and/or the beneficiary(ies) of the relevant Person Covered has received the settlement amount and signed off receipt for the payment, cannot be contested if the period of time from the date the payment is issued to the Participant or relevant Person Covered and/or the beneficiary(ies) of the relevant Person Covered, to the date when a dispute is raised, exceeds fourteen (14) days.

(b) Should there be any disputes on claims which have already been settled, the Participant and the Company shall endeavor to make every effort to amicably resolve these disputes, by direct informal negotiation. If the Participant and the Company are unable to amicably resolve any disagreement or dispute within thirty (30) days from the date when such disagreement or dispute arose, the parties may submit such disagreement or dispute to arbitration under the provisions herein contained.

CLAIMS CONTACT DETAILS

Please contact:

Claims Division,

Insurans Islam TAIB Family Takaful Sdn Bhd

Head Office Unit 6, Block A, Setia Kenangan II, Kiulap

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Negara Brunei Darussalam

Telephone no: +673 2223006