



INSURANS ISLAM TAIB FAMILY TAKAFUL

KHAIRAT TAKAFUL PLAN CERTIFICATE

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WHEREAS the Certificate Holder (hereinafter called **'the Participant'**) described in the Schedule hereto (hereinafter called **'the Schedule'**) by a written Proposal and Declaration has applied to Insurans Islam TAIB Family Takaful Sendirian Berhad (hereinafter called **'the Company'**) for the takaful coverage hereinafter mentioned for the person(s) described in the Schedule (hereinafter called **'the Person Covered'**) and has 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 in the event of death of the Person Covered as a result of accident or disease or illness, the Company will pay to the Nominee (or to such person(s) as the Company agrees in writing, as the case may be) (hereinafter referred to as **'the Recipient'**) 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;
- (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.

In this Certificate, **'Nominee'** means the person named as nominee in the Schedule or the Participant's legal representative from time to time. In the event that there is more than one (1) person claiming to be Nominee or Recipient, then the Company shall release the benefit(s) payable under this Certificate to the person named as nominee in the Schedule. In the event that there is more than one (1) person claiming to be Nominee or Recipient but none of them are named as nominee in the Schedule, then the Company may elect to release the benefit(s) payable under this Certificate to any one of them.

For the avoidance of doubt, **'the Recipient'** means the Nominee (OR the Participant, if the Person Covered who has died, is not the Participant OR such person(s) as the Company agrees in writing, as the case may be) who is entitled to receive the benefit(s) payable under this Certificate. The Recipient is responsible for the appropriate use of the benefit(s) received under this Certificate to achieve the Participant's purpose of taking out this Takaful coverage. The Company shall not be responsible for any misuse of the benefit(s) received by the Recipient.

Notwithstanding anything herein contained to the contrary, if the Person Covered who has died is not the Participant, then for the purpose of payment of the benefit(s) payable under this Certificate, the Recipient shall always be 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 coverage:-

- (a) the Participant must be between 18 and 65 years of age (at the next birthday); and
- (b) if the Person Covered includes a child / children of the Participant (hereinafter referred to as 'Child Covered'), then the Child Covered must be:-
 - (i) a biological child of the Participant or a legally adopted child of the Participant; and
 - (ii) at least fourteen (14) days old with birth certificate already been issued to such child but not more than seventeen (17) years of age at next birthday.

Where the Person Covered includes an adopted child of the Participant, the Participant is required to provide evidence that the said child has been legally adopted by the Participant.

4. THE BENEFITS

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

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. The Participant shall allow the Company to inspect such records at any reasonable time.

7. EVIDENCE OF AGE

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

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. PAYMENT OF BENEFITS

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

In the event of death of the Participant under this Certificate, the Company will pay, upon satisfactory proof, the benefits payable under this Certificate to the Recipient.

In the event the Person Covered dies as a result of Pre-existing illness, then:-

- (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 not be liable to pay any amount of benefits;
- (b) if death occurs after the said deferment period, the Company shall pay the amount of benefits specified in the Schedule subject to the Terms in this Certificate and this Clause and upon satisfactory proof.

10. TERMINATION OF CONTRACT OR COVER

The Takaful coverage shall terminate on the expiry date of period of Takaful as stipulated in the Schedule or in the event of a valid claim made for the benefit under Death due to illness or disease or an unknown cause.

11. 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 and/or the 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:-

- (c) a Person Covered had received or is receiving treatment;
- (d) medical advice, diagnosis, care or treatment has been recommended;
- (e) clear and distinct symptoms are or were evident; or
- (f) its existence would have been apparent to a reasonable person in the circumstances.

Notwithstanding anything herein contained to the contrary, if the Person Covered dies as a result of Pre-existing illness, then:-

- (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 not be liable to pay any amount of benefits;
- (b) if death occurs after the said deferment period, the Company shall pay the amount of benefits specified in the Schedule subject to the Terms in this Certificate and this Clause and upon satisfactory proof.

12. ALTERATION OF CERTIFICATE

This Certificate may, at any time, be amended and changed upon written request being made by the Participant and agreed to by the Company but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to such terms and provisions the Company may impose.

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

13. RENEWAL OF CERTIFICATE

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the Takaful contribution renewal becoming due.

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

All Takaful coverage under this contract of Takaful for the Participant shall automatically terminate on the day immediately after the Participant's 65th birthday without prejudice to any claim arising prior to the date of termination.

All Takaful coverage under this contract of Takaful for the Child Covered shall automatically terminate on the day immediately after the respective child's 17th birthday without prejudice to any claim arising prior to the date of termination.

This Certificate either in its entirety or in respect of any Person Covered may be cancelled by the Company at any time by giving at least seven (7) days' notice in writing to the Participant provided that such cancellation shall be without prejudice to the rights of the Participant (or the Recipient if the Participant dies) to make claim(s) in respect of prior death of any of the Person Covered under this contract of Takaful.

14. COOLING OFF PERIOD

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

15. CANCELLATION OF CERTIFICATE

Participant may surrender/cancel to the Certificate before the Certificate expiry date in which the Company will return the net contribution, after the deduction of *Wakalah* fee, to the Participant on pro-rata basis for the period the Certificate was not in force. There is no surrender/cancellation/endorsement deletion fee imposed for such transaction.

16. NON ASSIGNMENT

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

17. MISSTATEMENT OF AGE

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

18. PREVENTION OF ACCIDENT, DISEASE AND ILLNESS

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

19. ARBITRATION

The Participant and the Company shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Certificate. If the Participant and the Company are unable to amicably resolve any disagreement or dispute within thirty (30) business days from the date when the negotiation failed, either party shall notify in writing for the disagreement or dispute be referred for resolution by arbitration in accordance with the provisions of the Brunei Darussalam Arbitration Order, 2009.

The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the Participant and the Company, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.

All rights and obligations of the Participant and the Company under this Certificate shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

20. CONTRIBUTION WARRANTY

The Takaful contribution due and payable by the Participant must be paid and received in full by the Company upon acceptance and participation from the inception date of this Certificate/ endorsement / renewal Certificate.

If the full Takaful contribution is not received by the Company in accordance to this Clause, then this Certificate/ endorsement / renewal Certificate is automatically cancelled.

21. JURISDICTION

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

22. PLACEMENT OF CONTRIBUTION

The Takaful 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 seventy per cent (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 may be 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 thirty per cent (30%) from the contribution that has been determined and agreed upon in the proposal form.

With this contract, 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 Fund or any part thereof) out of the Takaful Fund.

23. DISTRIBUTION OF SURPLUS

The surplus will be determined at the end of the 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 a fee for the good performance of the Company in managing the Takaful Fund.

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

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 Participants.

25. 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.

26. GOVERNING LAW

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

27. 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.

28. DEATH BENEFIT DUE TO COVID-19

The Company shall pay the amount covered if the Participant and/or the Person Covered is/are diagnosed with COVID-19 and died as a direct result of COVID-19 within the period of this Takaful coverage. If death occurs after the deferment period of this Takaful coverage (that is, fourteen (14) days from the commencement date of this Takaful coverage), the Company shall pay the amount of benefits specified in the Schedule subject to the Terms in this Certificate and upon satisfactory proof.

EXCLUSIONS

The Company shall not be liable to pay any amount of benefits to the Participant under this contract of Takaful as a result of COVID-19 if:

- (a) The Participant and/or Person Covered is found to be diagnosed with COVID-19 at the point of application for participation in Khairat Takaful or at the inception date of this Certificate/ endorsement / renewal Certificate;
- (b) Death occurred before the commencement of this Takaful coverage;
- (c) Death occurs during the said deferment period of this Takaful coverage.

GENERAL EXCLUSIONS

The Company shall not be liable to the Participant and/or 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 Participant and/or the Person Covered or any assault provoked by him/ her.
5. Suicide, attempted suicide or self-inflicted injuries by the Participant and/or 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 Syariah.
9. Any involvement and/or participation of the Participant and/or the Person Covered in any terrorism and/or sabotage activity.
10. 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 driving in any form of race or competition.
11. Involvement in any underwater activity necessitating the use of artificial breathing apparatus.
12. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
13. 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).
14. Any willful act or willful negligence of the Participant and/or the Person Covered.

CLAIMS

1. NOTICE OF CLAIM

The Participant and/or the Recipient must within ninety (90) days from the date of an occurrence upon which a claim under this Certificate may be based, give a written notice to the Company.

The aforesaid written notice to the Company must state:-

- (a) the particulars of the Person Covered; and
- (b) the circumstances of the death, injury, disease and/or illness (as the case may be).

Failure to furnish the aforesaid written notice within the aforesaid period shall not invalidate any claims if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

2. EXAMINATION

Before the Company makes any payment of the 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.

3. PROOF OF CLAIM

In the event of an occurrence upon which a claim under this Certificate or contract of Takaful may be based, the claimant or his/her representatives must provide to the Company in writing such detailed particulars and evidence as may be reasonably required by the Company including but not limited to all reports, certificates and information relating to the accident, injury, disease and/or illness (as the case may be).

All the documents, information and evidence required by the Company shall be furnished in such form and of such nature as the Company may prescribe. 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

Unless otherwise stated, any payments under this Certificate shall be payable to the Participant or the Recipient, and the Recipient shall be liable for any estate duty which may become payable in respect thereof.

Any receipt or discharge which the Participant and/or the Recipient may give to the Company for any benefit under this Certificate shall be deemed a final and complete discharge of all liability of the Company.

5. RESTRICTIONS

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 and/or the Recipient under this contract of Takaful for any claim whatsoever.

6. FRAUDULENT CLAIMS

If the Participant, the Person Covered or any person acting on his / her behalf or the Recipient 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 and/or the Person Covered and/or the Recipient 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 under this contract of Takaful prior to the expiration of one (1) year from the date of commencement of occurrence.

CLAIMS CONTACT DETAILS

Please contact:

**Claims Division,
Insurans Islam TAIB Family Takaful Sdn Bhd
Head Office Unit 6, Block A, Setia Kenangan II, Kiulap
Bandar Seri Begawan BE1518
Negara Brunei Darussalam**

Telephone no: +673 2223006