

# Product Disclosure Sheet

## MORTGAGE TAKAFUL PLAN



Insurans Islam TAIB  
Family Takaful Sdn Bhd

Unit 6, Block A,  
Bangunan Setia Kenangan II, Kiulap  
Bandar Seri Begawan BE1518

P. O. Box 2526  
BSB General Post Office  
Bandar Seri Begawan BS8675  
Negara Brunei Darussalam

☎ 222-3006

### Important Note

Read this Product Disclosure Sheet before you decide to take up the Product. 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.

For the purposes of this Product Disclosure Sheet:

Insurans Islam TAIB Family Takaful Sdn Bhd shall be referred to as "IITFT" or "Us".

"Participant" shall be referred to as "the participant" or "You".

### 1. What is this product about?

Mortgage Takaful Plan provides Takaful protection on your financing or loans obtained from a bank, financial institution or financing company in acquiring or purchasing fixed assets such as land and houses. In the event of untimely Death or Permanent Total Disablement, the amount that you are still owing will be paid to the banks or financial institution based on the table of reducing sum covered.

### 2. What are the Syariah concepts applicable?

This product applies the Syariah concepts of *Tabarru'* and *Wakalah*.

*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. Participants give sixty-five per cent (65%) of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful participants, where the *Tabarru'* acts as mutual assistance and a joint guarantee in the event any fellow participants suffer from a defined loss.

*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. The participant will make a contribution to the Takaful fund as *Tabarru'*. Subsequently, all the participants in a group will appoint or authorize IITFT as their agent (*Wakil*) to manage the Takaful fund for the purpose of executing Takaful activities such as underwriting, risk management and claims management. In this *Wakalah* arrangement, IITFT will charge a fee of thirty-five per cent (35%) from the contribution that has been determined and agreed upon in the proposal form. *Wakalah* fee will not be returned to the participant upon cancellation or surrender.

### 3. What is the coverage provided?

The scope of coverage is Death and/or Permanent Total Disablement due to accident or illness.

### 4. What are the exclusions under this plan?

Below are the general exclusions which will not be covered be covered under this plan:

- a. 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.
- b. Any act of any person acting on behalf of or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.
- c. Nuclear fission, nuclear fusion, nuclear weapons material, ionizing, radiation 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.
- d. Any breach of the law by participant or any assault provoked by him/her.
- e. Suicide, attempted suicide or self-inflicted injuries by the participant whilst sane or insane.
- f. 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.
- g. Any unlawful act(s) and other causes prohibited by the law and/or Syariah.
- h. Any involvement and/or participation of the participant in any terrorism and/or sabotage activity.
- i. Any pandemic and related causes.
- j. Any related mental illness or mental disorder as defined under Brunei Darussalam Mental Health Order 2014.
- k. Any pandemic and related causes.
- l. 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 (unless otherwise stated).
- m. Involvement in any underwater activity necessitating the use of artificial breathing apparatus (unless otherwise stated).
- n. Using any wood-working machinery driven by mechanical power (unless otherwise stated).
- o. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
- p. 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).
- q. Any wilful act or wilful negligence of the participant and/or the Person Covered.
- r. Entering, operating, or servicing, ascending or descending from or with any aerial device or conveyance except while the participant 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 participant would not be covered if he/she is involved in any technical operation or navigation whilst in the aircraft (unless otherwise stated).
- s. Serving in any capacity for navy, army or airforce, police force or security personnel (unless otherwise stated).
- t. 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 participant caused solely by accident
- u. Venereal disease, infection or parasites.

**Note:** This list is non-exhaustive. Please refer to the Takaful certificate for full details of exclusions under this Takaful Plan.

### 5. What is the period of Takaful for this plan?

The period of Takaful is according to the financing or loan repayment period as set by the banks or financial institutions.

## 6. How much contribution do I have to pay?

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The Takaful contribution will need to be paid in one lump sum and calculated based on:

- i. Date of Birth (age of next birthday).
- ii. Financing or Loan Amount.
- iii. Period of Financing or Loan.
- iv. Profit rate of Financing or Loan.

*Please refer to Us directly for more information.*

## 7. What are the fees and charges that I have to pay?

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Wakalah Fee 35% from the contribution

In addition to the contribution amount:

The stamp duty is calculated as B\$0.10 for every B\$1,000.00 of total sum covered.

## 8. What are some of the important notes that I should know?

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### Your duty to tell Us

The Takaful cover under your certificate is based on the information you have given to Us. Before you enter into a Takaful contract, you have a duty to tell Us fully and faithfully anything that you know, or could reasonably be expected to know, that may affect our decision to cover you and on what terms. Otherwise, you may receive no benefit from your certificate.

### Eligibility

Any individual aged 18 years old and above, and not exceeding 65 years old (at the next birthday) when the financing period ends.

### Period of Takaful

The period of Takaful is equivalent to the period of financing.

### Coverage Limit

This Takaful coverage is worldwide coverage

### Cooling Off Period

Should you find the certificate does not meet your needs, you 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, you are entitled for a full refund of the contribution paid without surplus.

### The Takaful Benefit

The benefit is payable based on the Table of Reducing Sum Covered for the purpose of settling the amount still owing to the bank or financial institution under the facility at the time of the participant's Death or when the participant sustains Permanent Total Disablement provided that:-

- (a) IITFT shall not be liable to pay for any overdue amount owing to the bank or financial institution; and
- (b) This contract of Takaful does not provide Takaful coverage for Total Permanent Disablement sustained by the participant unless it is specifically mentioned in the Schedule

### Nominee

You may appoint a nominee(s) to become either your Wasi, who is responsible to distribute the benefit(s) received under the takaful plan to your legal heirs upon your death, or/and Beneficiary, who is in receipt of the benefit(s) upon your death.

### 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 IITFT with the proportion of seventy per cent (70%) to the Participants' Fund and thirty per cent (30%) to IITFT. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, IITFT is entitled for the surplus distribution from the Takaful fund as a fee for IITFT's good performance in managing the Takaful fund.

If you have incurred claims or received benefit, your portion of surplus will not be distributed back to you and shall be credited back as *Tabarru'* to the Takaful Fund.

If you surrender your Takaful certificate before financial year end, you are not entitled for the surplus. The surplus will be calculated based on your contribution and participation period in the Takaful Fund.

### Treatment of Small Payment Amount

For any amount due and payable to the participants from surplus/refund that is BND5.00 and below, IITFT will donate this amount to charity which will be utilized as '*Amal Jariah*' on behalf of the participants.

*Note: This list is non-exhaustive. Please refer to the Takaful Certificate for the terms and conditions under this Takaful Plan.*

## 9. What do I need to do if there are changes to my contact details?

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It is important that you inform Us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

## 10. What happens in the event of non-payment of contribution?

The Takaful contribution must be paid and received in full by IITFT within thirty (30) days from the inception date of your certificate/endorsement.

If the full Takaful contribution is not received by IITFT, then your certificate/endorsement certificate is automatically cancelled and IITFT shall be entitled to the pro-rated takaful contribution for the period you have been at risk.

*Note: For cancellation/surrender of Takaful certificate, the Wakalah fee will not be refunded to the you.*

## 11. What is an annual statement?

Annual statement is not applicable for this product. Should you need any assistance, do contact Us or visit our office.

## 12. What happens in the event that a Takaful agent ceases to operate?

This will not affect you and IITFT will assume responsibility in enforcing your Takaful plan.

## 13. Where can I get assistance and redress?

If you have any queries, you must contact Us as soon as possible. You may contact Us at:

**Insurans Islam TAIB Family Takaful Sdn. Bhd.**  
Head Office, Bangunan Setia Kenangan II,  
Unit 6, Block A, Kiulap,  
Bandar Seri Begawan BE1518  
Negara Brunei Darussalam  
Tel: 222-3006  
E-mail: [enquiries@insuranstaib.com.bn](mailto:enquiries@insuranstaib.com.bn)

If your query or complaint is not satisfactorily resolved by Us, you may contact Financial Consumer Issues, Brunei Darussalam Central Bank via e-mail at [fci@bdcb.gov.bn](mailto:fci@bdcb.gov.bn) or visit their address as follows:

Financial Consumer Issues  
Brunei Darussalam Central Bank  
Level 7, Ministry of Finance and Economy Building  
Commonwealth Drive  
Brunei Darussalam  
Tel: 238-0007

## 14. Where can I get further information?

If you require further information or need assistance on Mortgage Takaful Plan, you can contact Us at 222-3006 or visit our website at <http://www.insuranstaib.com.bn>.

### IMPORTANT NOTE:

**YOU ARE ADVISED TO NOTE THE SCALE OF BENEFITS FOR DEATH AND DISABLEMENT IN YOUR TAKAFUL CERTIFICATE. YOU MUST NOMINATE A NOMINEE/WASI AND ENSURE THAT YOUR NOMINEE IS AWARE OF THE MORTGAGE TAKAFUL PLAN THAT YOU HAVE PARTICIPATED IN. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT INSURANS ISLAM TAIB FAMILY TAKAFUL SDN BHD DIRECTLY FOR MORE INFORMATION.**

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

I/We hereby confirm having explained the Product Disclosure Sheet (PDS) to the Participant in their preferred language English/Malay.

Name:  
I.C. No:  
Date:

I/We hereby received and understand the explanation of the Product Disclosure Sheet (PDS) given in my preferred language in English/Malay.

Name:  
I.C. No:  
Date: