



INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR MONEY TAKAFUL SCHEME

NOTICE

The Participant must give prompt and immediate notice to Insurans Islam TAIB General Takaful Sendirian Berhad of any claim with full particulars of the accident and injuries sustained. Failure to do so may result in disclaim of liability.

CERTIFICATE FOR MONEY TAKAFUL

WHEREAS the Certificate Holder (hereinafter called “**the Participant**”) named in the attached Schedule (hereinafter called “**the Schedule**”) by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to participate in the General Takaful Business managed by Insurans Islam TAIB General Takaful Sendirian Berhad (hereinafter refers as “**IITGT**”) for the takaful hereinafter contained and has paid or agreed to pay the takaful contribution stated in the Schedule as consideration for such takaful.

NOW THIS CERTIFICATE WITNESSETH that if during the Period of Takaful stated in the Schedule.

- A. Money belonging to the Participant or for which the Participant is responsible shall be lost, destroyed or damage
- i. By any cause whilst being conveyed by a messenger and/or employee of the Participant to or from any of the of the Participant’s Premises or contract sites until arrival at any of the Participants Premises and /or other places of disbursement and in respect of wages and/or salaries until paid to employees or otherwise disbursed.
 - ii. By theft from a locked safe or strong room provided there shall be visible marks made upon the safe or strong room by tools, explosives, electricity or chemicals or by hold-up while in the Premises;
- B. Any safe or strong room belonging to the Participant and containing Money is lost, destroyed or damaged as a result of theft or attempted theft of such Money, IITGT will indemnify the Participant in respect of such loss, destruction or damaged.

PROVIDED THAT the liability of IITGT in respect of any one event shall not exceed the Limit of Liability applicable thereto.

IITGT shall not be liable to pay for:-

1. Shortage due to error or omission;
2. Loss, destruction or damage
 - a) Arising outside the Territorial Limits stated in the Schedule,
 - b) Occurring on Premises which at the time are closed unless the Money is in locked safe or strong room.
 - c) Occasioned by or happening through theft dishonestly or fraud by an employee except whilst acting as a messenger and then only if such theft is discovered within seven working days of its occurrence,
 - d) Directly or indirectly caused by or contributed to by or arising from
 - i. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
 - ii. Riot, civil commotion, looting, sack, pillage or labour disturbances, earthquake or other convulsion of nature.
 - iii. Confiscation, detention, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authority,
 - iv. Ionising, radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or any consequential loss, and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - v. Nuclear weapons material,
3. Loss from a safe or strong room following use of the safe and strong room key or any duplicate thereof belonging to the Participant unless this has been obtained by threat or by violence to any person.

CONDITIONS

1. THE CONTRACT

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

2. NOTICE

Every notice and communication to be given or made by the Participant shall be in writing and shall be sent by registered post to or be delivered by hand at the Head Office or any Branch Office of IITGT.

3. THE TERMS "MONEY" AND "HOLD-UP"

For the purpose of this Certificate the terms

- a) "Money" shall mean Cash, Bank Notes, Cheques, Money Orders, Postal Orders, Bill of Exchange, Postage and other Stamps having a monetary value.
- b) "Hold-Up" shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Participant.

4. MISREPRESENTATION AND FRAUD

If the Proposal of the Participant is untrue in any material respect or if any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in any support thereof or if books showing the amount of Money in transit covered by the Certificate during the Period of Takaful shown in the Schedule shall not have been duly and correctly kept then this Certificate shall be void and IITGT shall be under no liability in respect thereof.

5. PARTICIPANT TO TAKE REASONABLE PRECAUTION

The Participant shall take all reasonable precautions for the safety of Money.

6. LOSS DESTRUCTION OR DAMAGE

On the discovery of any loss, destruction or damage, the Participant shall give immediate notice to

- a) The police and will render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Money.
- b) IITGT in writing and shall, within seven days thereafter of such further time as IITGT may allow, furnish to IITGT at his own expense in writing detailed particulars of the amount of the loss, destruction or damage together with such proofs, vouchers and other information in support thereof as IITGT may reasonable require, together with corroborative evidence of the statements made in the claim.

In no case shall IITGT be liable for any loss not notified to IITGT within 14 days after the event.

7. RATEABLE PROPORTION

If the time of the happening of any loss, destruction or damage covered by this Certificate there shall be any other takaful or insurance covering the same risk whether effected by the Participant or not then IITGT shall not be liable to contribute more than its rateable proportion of any payment in respect of such loss, destruction or damage.

8. CONDUCT AND CONTROL OF PROCEEDINGS

IITGT shall be entitled in the name of the Participant to have the absolute conduct and control of all or any proceedings that it considers necessary for the purpose of tracing and recovering the Money lost or of securing reimbursement in respect of the Money lost, destroyed or damage and the Participant shall, at IITGT's expense furnish all such assistance as may reasonable be required by IITGT in connection with such proceedings.

9. CANCELLATION OF CERTIFICATE

Participant or IITGT may cancel this Certificate at any time during the Period of Takaful.

a) Cancellation by Participant;

- Participant can cancel this Certificate at any time, by returning the Takaful Certificate to us if no claim has occurred or made during the period of Takaful.
- After returning the Takaful Certificate, Participant will be entitled to a refund of the balance of the takaful contribution on a pro-rata basis for the period the Takaful Certificate was not in force.
- IITGT will not return the Wakalah fee to the Participant unless the cancellation was made by the Participant due to unforeseen circumstances and subject to IITGT discretion and approval, which shall not be unreasonably withheld. In such event, no cancellation fee will be imposed on the Participant who makes the cancellation.

b) Cancellation by IITGT:

- IITGT may also cancel this Certificate by giving you fourteen (14) days' notice by registered letter to the Participant at his last known address.
- Participant will be entitled to a pro rata refund of the contribution for the remaining period calculated on a pro-rata basis 14 days from the date of the notice to the expiry date of the Takaful Certificate.

****Note: Unforeseen circumstances means event of death, insanity (as certified by qualified medical practitioner) and bankruptcy declared by the courts of Brunei Darussalam.***

10. CALCULATION OF TAKAFUL CONTRIBUTIONS

The First Takaful Contribution and Renewal Takaful Contributions stated in the Schedule that may be accepted are calculated according to the statements and estimates supplied by the Participant. The Participant shall keep an accurate record of Money in transit during each Period of Takaful shown in the Schedule and shall, at all times allow IITGT to verify such record and within one month of the Expiry of each Period of Takaful shall furnish IITGT with a correct account of the amount so recorded and if transit on which the takaful contribution has been paid in respect of item 1 expressed in the Schedule, the difference in the takaful contribution shall be met by further payment or by a refund as the case maybe.

11. ARBITRATION

All differences as to the amount of any loss or damage, arising out of this Certificate shall, independently of all other question 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, to the decision of two disinterested persons as Arbitrators of whom one shall be appointed in writing by each of the parties in difference, or if they cannot agree upon a single Arbitrator to be appointed in writing by each of the parties within two (2) calendar months after having been required to do so in writing by the other Arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendars after receipt of notice in writing requiring and appointment, the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar moths after receipt of notice in writing requiring an appointment, the other party shall be appointed by the Arbitrator in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator. Arbitrators or Umpire and in the event of the death of an Arbitrator or Umpire another shall in each case be appointed in his stead by the party or Arbitrators (as the case maybe) by whom the deceased Arbitrator or Umpire was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. The costs of an Arbitrator shall be borne by the party by whom he was appointed, and the costs of the Umpire shall be borne in equal shares by the Participant and IITGT.

12. TIME LIMIT FOR COMPANY'S LIABILITY

IITGT shall not be liable for any loss or damage after the expiration of twelve (12) months from the date of the happening of the loss or damage or if the amount of such loss or damage shall in the meantime have been referred to Arbitration after the expiration of twelve (12) months from the making of the award.

13. TABARRU'

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 65% 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.

14. WAKALAH

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.

The participant will make contribution to the Takaful fund as *Tabarru'*. Then all the participants in a group will appoint or authorize the IITGT 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, IITGT will charge a fee of 35% from the contribution that has been determined and agreed upon in the proposal form.

15. 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 IITGT with the proportion of 70% to the Participants' Fund and 30% to IITGT. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, IITGT is entitled for the surplus distribution from the Takaful fund as fee for the good performance of IITGT in managing the Takaful fund.

The participants who have incurred claim 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.

For the participants who have surrendered their Takaful certificate before financial year end, they are entitled for the surplus. The surplus will be calculated based on their contribution and participation period in the Takaful Fund.

16. 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, IITGT will donate to charity which will be utilized as '*amal jariah*' on behalf of the participants.

ENDORSEMENTS / CLAUSES / WARRANTIES

The following Endorsements only apply to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the terms of this Certificate.

MT007 : ARMED ROBBERY/HOLD UP

Notwithstanding anything here in contained to the contrary, it is hereby declared and agreed that the Takaful provided by this Certificate is extended to include loss by "Hold-Up" (that is accompanied by violence or threat of violence by anyone other than the employees of the Participant) committed on the Participant's within premises.

Warranted that the money in transit in excess of B\$75,000.00 per carrying be accompanied by two (Armed Guard).

MT009 : TAKAFUL CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Takaful that the contribution due must be paid and received by the Takaful within sixty (60) days from the inception date of this Certificate/Endorsement/Renewal Certificate. If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata contribution on the period they have been on risk. Where the contribution payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed, to be received by the Company for the purpose of this warranty and onus proving that the contribution payable was received by a person, including a Takaful agent, who was not authorised to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

MT010 : KEY CLAUSE

The Company will not be liable in respect of loss of money from locked safe and/or locked cabinates and/or cash register and/or other locked receptacles following the use of the keys to the said locked safe and/or locked drawer and/or locked cabinets and/or locked receptacles:

- 1) Unless the said keys are obtained by treats or violence
- 2) If whenever the premises are left unattended the said keys have not been removed from the premises by the participant or any responsible person(s) nominated by them.
- 3) If the loss occurs by or through the collusion of the person(s) in charge of the keys with any other person(s)
- 4) If a duplicate or skeleton key is used to gain accessibility to the cash and/or currency notes.

MT011 : LOSS NOTIFICATION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby agreed that the Participant will not be prejudice by any inadvertent delay, error or omission in notifying the Company for any circumstances or events giving rise or likely to give rise to a claim under this Certificate provided always that:

- a) Such delay in notification shall not exceed thirty (30) days from the date of occurrence of the loss.
- b) The company's right to recover (in the name of the participant or otherwise) from any responsible party for the loss shall not have been prejudiced.
- c) The burden of proving that a loss has occurred shall be upon participant.

MT029 : CARRYINGS ABOVE B\$75,000.00

It is hereby declared and agreed that all carryings exceeding B\$75,000.00 in respect of Money in Transit shall be escorted by at least two armed or unarmed guards of a professional security firm.

MT030 : DEFINATION OF 'ARMED DUARD'

It is hereby declared and agreed than for the purposes of this Certificate the term 'armed guard' shall mean a guard carrying fire arms loaded with live ammunition.

MT031 : CARRYINGS BETWEEN B\$20,000.00 TO B\$75,000.00

It is hereby declared and agreed that all carryings between B\$20,000.00 to B\$75,000.00 in respect of Money in Transit shall be accompanied by two or more authorised employees of the Participant.

MT030 : CARRYING BELOW B\$20,000.00

It is hereby declared and agreed that all carrying below B\$20,000.00 in respect of Money in Transit shall be accompanied by at least one authorised employee of the Participant.

TEXT : TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excluded loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

'Terrorism' is defined as an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons. Whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Clause also excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this Clause, any loss, damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon the participant. In the event any portion of the Clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Y2K : DATE RECOGNITION CLAUSE

It is noted and agreed this certificate is hereby amended as follows:-

- A. The Company will not pay of any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
1. Correctly recognize any date as its true calendar date;
 2. Capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequences to the same.

Subject otherwise to the terms and conditions of the Certificate.