



INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR GROUP PERSONAL ACCIDENT TAKAFUL

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 GROUP PERSONAL ACCIDENT TAKAFUL

WHEREAS the Certificate Holder (hereinafter refers as “**the Participant**”) being desirous of covering the persons described in the schedule (hereinafter refers as “**the Persons Covered**”) by a proposal and Declaration together to any other statements in writing relating to this takaful 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 the takaful contribution stated in the Schedule as consideration thereof for the period stated therein.

NOW THIS CERTIFICATE WITNESSETH that if during the Period of Takaful, any of the Persons Covered shall sustain bodily injury as defined in the Schedule which injury shall solely and independently of any other cause result in death or disablement as hereinafter defined to such Persons Covered, IITGT will subject to the terms, exclusions, provisos and conditions of or endorsed on this Certificate pay to the Participant in the sum or sums of money specified in the Table of Benefits allocated to the said Persons Covered in the Schedule and the receipt of the Participant shall in all respects be and effective discharge to IITGT.

EXCLUSIONS

This Certificate does not cover:-

1. Death or disablement caused directly or indirectly by :
 - a) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection mutiny or usurped power strike riot civil commotion military or popular uprising
 - b) Insanity suicide (whether sane or insane) or any attempt thereat
 - c) Venereal disease infection or parasites
 - d) Intoxication by alcohols or drugs
 - e) Childbirth miscarriage pregnancy or any complications thereof
 - f) Provoke murder or assault
 - g) Anthrax blood poisoning enisipelas ptomaine poisoning pyaemia septicae mia and/or tetanus
2. Death or Disablement sustained by any of the Persons Covered :
 - a) While travelling in an aircraft as a member of the crew, except only as a fare-paying in an aircraft licensed for passenger service. For the purpose of this exclusion the Persons Covered would not be covered if he is involved in any technical operation or navigation whilst in the aircraft.
 - b) While committing or attempting to commit any unlawful act.
3. Death or Disablement or any other loss consequent upon the Persons Covered engaging in hunting, mountaineering, ice hockey, polo playing, steeplechasing, winter sports, yachting, water ski jumping, under water activities involving the use of breathing apparatus or using working machinery driven by mechanical power.
4. Death or Disablement or any other loss directly or indirectly caused by or contributed to by or arising from :
 - a) Ionising radiation or contamination by radioactivity from the combustion or nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process or nuclear fission.
 - b) Nuclear weapons material.

PROVISOS

1. Unless otherwise agreed and endorsed hereon Compensation payable in respect of Death or Disablement occurring whilst the number of Persons Covered are to the participant's knowledge travelling in the same conveyance shall be limited to a maximum of B\$1,000,000.00. In the event the aggregate exceeds the said amount, IITGT shall settle the claims of the respective Persons Covered on a proportionate basis.
2. Compensation shall be payable only when the claim has been proved to the satisfaction of IITGT.
3. Compensation under Benefit (C1) is payable only if such bodily injury shall within twenty (20) days from the date of the accident wholly and continuously disable the Persons Covered rendering him completely incapable of attending to any part of his ordinary profession business or occupation.
4. Compensation under Benefit (C2) is payable only if such bodily injury shall within twenty (20) days the date of the accident partially and continuously disable the Persons Covered rendering him attending to some portion of his profession business or occupation.
5. The total period of compensation payable in respect of any injury suffered by a Persons Covered under Benefits (C1) and (C2) or the combination thereof shall not exceed 104 weeks.
6. Compensation under Benefit (D) shall be payable only if such medical or surgical treatment is furnished to the Persons Covered by a qualified Medical Practitioner within two (2) years after the date of accident, provided that the first expense is incurred twenty six (26) weeks after the date of accident.

COVERAGE

BODILY INJURY caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in the following losses, benefit of which are payable as specified in the Schedule:

- A. **DEATH** occurring within twelve (12) calendar months of bodily injury as aforesaid ;
- B. **PERMANENT DISABLEMENT** occurring within twelve (12) calendar months of injury as aforesaid. The percentages are stated in the Table of Benefits ;
- C.1. **TOTAL DISABLEMENT** temporarily from engaging in or giving attention to profession or occupation;
- C.2. **PARTIAL DISABLEMENT** temporarily from engaging in or giving attention or profession or occupation;
- D. **MEDICAL AND SURGICAL TREATMENT** for such injury in respect of any one accident.

CONDITIONS

1. THE CONTRACT

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

2. NOTICE

Every notice or communication to be given or made under this Certificate shall be in writing and shall be sent by registered post to or by hand at the Head Office.

3. CONDITION PRECEDENT

The due observance and fulfillment of the terms, conditions and endorsements of the Certificate insofar as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration Form shall be condition precedent to any liability of IITGT to make any payment under this Certificate.

4. INFORMATION AND EVIDENCE OF INJURY

All Certificate, information and evidence required by IITGT shall be furnished at the expense of the Participant and shall be in such form and of such nature as IITGT may prescribe. The Participant shall as often as required arranged for the Persons Covered to submit to medical examination on behalf of IITGT at his own expense in respect of any alleged bodily injury. In case of death the Persons Covered there must be delivered to IITGT a certificate of death issued by the relevant authorities and/or other reports from a qualified medical practitioner stating as fully as possible the nature, extent and duration of the injury, cause of death and all such other information and evidence as IITGT may require or consider necessary to satisfy itself of the identity of the Persons Covered and of the title of the claimant.

5. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION

The Participant shall give immediate notice to IITGT of any change in the Participant's address or business or occupation or of the trade or occupation of any Persons Covered and shall also give notice before any renewal of this Certificate, of any injury, disease, physical defect or infirmity affecting the Persons Covered and of which the Participant has become cognizant.

6. REASONABLE PRECAUTION TO PREVENT ACCIDENT

During the course of the employment the Persons Covered by the Participant, the Participant shall take all reasonable precautions to prevent accidents and shall comply with all Statutory obligation relating to such employment.

7. BODILY INJURY

In the case of bodily injury to which this Certificate relates:-

- a) The Persons Covered shall procure and act upon medical or surgical advices as soon as practicable.
- b) Written notice shall be given to IITGT as soon as possible but any event within twenty-one (21) days of the accident causing such injury.

8. BENEFITS EXPRESSED AS A PROPORTION OF ANNUAL SALARIES OR WAGES

In the event of the Benefits being expressed as a proportion of annual salaries or wages:-

- a) It is agreed that the number of Employees (designated as the Persons Covered in the Schedule) and the Description of Trades or occupations in the Schedule include the trades or occupations of all employees engaged by the Participant (except as otherwise stipulated by or agreed to by IITGT and the number of such Employees in each specified trade or occupation as at the date of inception of this Certificate and the Participant shall give written notice to IITGT of any change in these particulars without unnecessary delay and in any event within two (2) weeks of the occurrence of such change.
- b) The first Takaful contribution and all renewal Takaful Contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to the employees during the Period of Takaful. The name of every such employee together with the amount of wages salaries and other earning shall be duly recorded in a proper wages book. The Participant shall at all times allow IITGT to inspect such book and shall supply IITGT with a correct account of all such wages salaries and other earnings paid during any period of Takaful within one (1) month from expiry of such period of Takaful.

9. RENEWAL AND CANCELLATION OF CERTIFICATE

IITGT shall not be bound to accept any renewal of this certificate or to send any notification of the renewal Takaful contribution becoming due. The Certificate shall not be renewable in respect of any Persons Covered after the end of the period of Takaful during which such Persons Covered attains the age of sixty five (65) years. The Takaful effected by this Certificate either in its entirety or in respect of any particular Persons Covered may be cancelled by IITGT at any time by seven (7) days' notice by registered letter send to the Participant at the Participant's last known address provided that such cancellation shall be without prejudice to the rights of the Participants in respect of prior injury to any Persons Covered. By like notice to IITGT the Participant may at any time cancel this certificate.

Where benefits are expressed as a proportion of annual salaries or wages and in the event of such cancellation of this Certificate either in its entirety or in respect of any particular Person Covered; the relative takaful contribution for the period from the commencement of the then current period of takaful to the date of such cancellation shall be regulated as provided in Condition 8 (b) above.

Where benefits are expressed as amounts of currency and in the event of such cancellation by IITGT of this Certificate either in its entirety or in respect of any particular Person Covered, IITGT shall return to the Participant the then last takaful contribution paid by the Participant either for the Certificate in its entirety or for the particular Person Covered concerned less a pro rate part thereof for the period of the year for which the Certificate has been in force either in its entirety or in respect of the Person Covered whichever the case may be. In the event of such cancellation be the Participant IITGT shall apply the same procedure in respect of the takaful contribution as aforesaid.

10. ARBITRATION

All differences arising of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in differences or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators where 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 or in case the Arbitrator do not agree of an Umpire appointed in writing by the Arbitrator before entering upon the reference. The Umpire shall sit with the Arbitrator and preside at their meetings and the making of an award shall be condition precedent to any right of action against IITGT. If IITGT shall disclaim liability to the Participant for any claim hereunder and such claim not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. 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.

12. 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.

13. 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.

14. 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 the Certificate.

GP004 AIDS EXCLUSION CLAUSE

This Certificate excludes claims or liability arising from any conditions directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind whatsoever to may be named.

GP007 MEDICAL EXPENSES

In the event of the Participant incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury as herein defined, IITGT shall reimburse to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum stated in the Schedule in respect of any such accident. It is a condition precedent to Company's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, nursing home or masseur shall be submitted to and approved by IITGT.

GP008 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 IITGT shall be entitled to the pro rata contribution on the period they have been risk. Where the contribution payable pursuant to this warranty is received by an authorised agent at IITGT, the payment shall be deemed, to be received by IITGT for the purposes of this warranty and the onus of proving that the contribution payable was received by a person, including a Takaful agent, who was authorised to receive such contribution shall lie on IITGT.

Subject other-wise to the terms and conditions of this Certificate.

GP009 LOSS NOTIFICATION CLAUSE

Notwithstanding anything good contained herein to the contrary. It is hereby declared and agreed that this Takaful Shall not be prejudiced by any inadvertent delays errors or omission in notifying IITGT of any circumstances giving rise or likely to give to a claim under this Certificate provided always that:

- a) Such delay in notification shall not exceed 30 days from the date of occurrence of the loss;
- b) IITGT'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 had occurred shall be upon the Participant.

GP021 AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

Additional personnel will automatically be held covered under this Certificate provided that noticed of each addition be advised by the Participant within 30 days of the date of commencement of employment and the appropriate additional contribution paid. Deletion of lives covered will be similarly effected from the date of termination of their employment.

GP028 LOCAL JURISDICTION CLAUSE

This Takaful will not indemnify:

- a) Any claims for damages or compensation for bodily injury or property damage unless the suit initiated in or initial judgment obtained from a court of competent jurisdiction within Brunei Darussalam.
- b) Costs and expenses of litigation related to the claim unless these are incurred in and recoverable in terms of the judgment, within Brunei Darussalam.

All claims under this Certificate shall be determined in accordance with the laws of the country where the accident occurred within the Territorial Limits specified in the schedule.

TEX TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Certificate, 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 sequences to the loss.

"Terrorism" is defined as an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of 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 expenses 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 IITGT allege that by reason of this Clause, any loss, damage, cost or expenses 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 forces and effect.

Y2K DATE RECOGNITION CLAUSE

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

- A. IITGT will not pay for 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 they 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 IITGT will not pay for the repair or modification of any part electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that IITGT 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 for 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 IITGT 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 sequence to the same.

Subject otherwise to the terms and conditions of the Certificate.

**TABLE OF BENEFITS
ACCIDENTAL DEATH/PERMANENT DISABLEMENT**

	Percentage of the Covered
A ACCIDENTAL DEATH.....	100%
B PERMANENT DISABLEMENT :	
Loss 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 permanent bedridden.....	100%
Any other injury causing permanent total disablement.....	100%
Loss of arm at shoulder.....	100%
Loss of arm between shoulder and elbow.....	100%
Loss or arm at elbow.....	100%
Loss or 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%
Eye : Loss of	
Whole eye.....	100%
Sight of.....	100%
Sight of, exception of light.....	50%
lens of.....	50%
Loss of four fingers and thumb of one hand.....	50%
Loss of four fingers.....	40%
Loss of thumb	
Both phalanges.....	25%
one palanx.....	10%
Loss of index finger	
three phalanges.....	10%
two phalanges.....	8%
one palanx.....	2%
Loss of middle finger	
three phalanges.....	6%
two phalanges.....	4%
one palanx.....	2%
Loss of ring finger	
three phalanges.....	5%
two phalanges.....	3%
one palanx.....	2%
Loss of little finger	
three phalanges.....	4%
two phalanges.....	3%
one palanx.....	2%
Loss of metacarpal	
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%
if more than one toe lost, each.....	1%
Loss of hearing	
both ears.....	75%
one ear.....	15%
Loss of speech.....	50%

Where the injury is not specified IITGT reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the above

The aggregate of all percentages payable in respect of any one accident to any one persons Covered shall not exceed %. In the event of a total loss of % having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Persons Covered. All other losses, smaller than 100%. if having been paid shall reduce the respective Person Covered's coverage under Benefits A and B by that amount from the dates of accident until the expiration of the Certificate.