



# INSURANS ISLAM TAIB GENERAL TAKAFUL

## CERTIFICATE FOR GROUP PERSONAL ACCIDENT TAKAFUL (SHORT PERIOD)

### 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 (SHORT PERIOD)**

**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 thereof
  - 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 a 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 Medical Expenses shall be payable only if such medical or surgical treatment is furnished to the Persons Covered by a qualified Medical Practitioner within one (1) year after the date of accident, provided that the first expense is incurred within seven (7) days from the date of 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 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. 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.

### 6. NON CANCELLATION OR CERTIFICATE

The Certificate cannot be cancelled by either party and if the Participant decides to abandon the Certificate there shall be no refund allowed or entertained on the Takaful Contribution paid. If it has not commenced we will refund fully.

### 7. 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.

### 8. 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.

### 9. 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.

#### 10. 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.

#### 11. 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.

#### GP029 SPECIFIED SPORTING ACTIVITIES

Notwithstanding anything contained in Exception 1 (b) to the contrary, the cover provided by this Certificate applies to bodily injury as therein defined sustained by the Participant whilst engaging in sporting activities named in the Schedule.

Subject otherwise to the terms and conditions of the Certificate.

**TABLE OF BENEFITS**

ACCIDENT DEATH/PERMANENT DISABLEMENT	Percentage of the Sum Covered
A. ACCIDENTAL DEATH .....	100%
B. PERMANENT DISABLEMENT:-	
Loss of two limbs or of two eyes .....	100%
Loss of one limb and one eye .....	100%
Loss of one limb or of one eye .....	50%
Loss of all hearing in both ears .....	20%
Loss of all hearing in one ear .....	10%
C. Medical expenses .....	3%

Permanent total loss of a limb shall be treated as loss of limb.

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