



INSURANS ISLAM TAIB GENERAL TAKAFUL

WORKMEN'S COMPENSATION TAKAFUL SCHEME

NOTICE

The Participant must give prompt and immediate notice within fourteen (14) days 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.

WORKMEN'S COMPENSATION TAKAFUL SCHEME

WHEREAS the Participant described in the Schedule conducting the transactions outlined in the Schedule and for no other purpose, this Proposal and Declaration shall form the basis of this contract and is hereby deemed to have incorporated herein, has applied to participate in this Takaful managed by Insurans Islam TAIB General Takaful Sendirian Berhad (hereinafter called "IITGT") for the takaful contained herein and has paid or agreed to pay takaful contribution stated in the Schedule as consideration for such takaful.

NOW THIS CERTIFICATE WITNESSETH that if any time during the period of takaful stated in the Schedule, any employee in the continuous service of the Participant sustains personal injury due to accident or illness occurring while performing duties with the Participant in the business, and if the Participant is liable to pay damages for such injury under the laws specified in the Schedule or Common Law, then subject to the terms, exceptions, and conditions contained herein or endorsed hereon, IITGT will indemnify the Participant against all sums for which the Participant is liable and, in addition, shall be responsible for all costs and expenses incurred with its consent in defending any claim for such damages.

SUBJECT TO THE CONDITION ALWAYS that if any changes occur in the laws or regulations replacing them, this Certificate will remain in force, but IITGT's liability will be limited to the amount that IITGT would have been liable to pay if such laws were not amended.

It is hereby declared and agreed that Your Certificate is extended to include the following additional coverage as endorsed and specified in the Schedule.

1. PERSONAL ACCIDENT (OUTSIDE OF WORKING HOURS)

If the Participant sustains injury caused by accident resulting in his/her Death or Permanent Total Disablement, IITGT will pay the amount specified in the Schedule for Personal Accident, provided the Death or Permanent Total Disablement was caused solely and directly by the accident (outside working hours).

If the Person Covered shall thereby within twelve (12) months from the date of accident and independently of any other causes suffer any of the result described under the Table of Benefits, IITGT will pay benefit to the Participant or the Person Covered successor in title as trustees but shall not exceed the Sum Covered as specified in the Schedule or endorsed hereon.

Territorial Limit: Worldwide

Special Provision under this benefit

- a) No benefit shall be payable under this Certificate until the total amount such benefit has been ascertained and agreed upon.
- b) Accidental death shall not in any way be presumed by reason of the Person Covered disappearance except in the event of the total loss by shipwreck of the ship/boat or plane crash in which Person Covered were travelling and Person Covered body has not been found within twelve (12) months after the date of such event, IITGT upon being satisfied on the evidence available accepted that his death has been established.
- c) Provided at any time if payment have been paid by IITGT in settlement of a claim in such circumstances, the Person Covered are found to be living, any sum so paid by IITGT shall be refunded forthwith.
- d) This takaful benefit shall not apply to a Person Covered who has attained the age of sixty-five (65) years.
- e) If payment is paid under this benefit, then benefit under "Workmen's Compensation Act" or "Khairat Benefit" is not applicable.

Special Exclusion under this benefit

IITGT shall not be liable for Accidental Death or Permanent Total Disablement occurred either directly or indirectly as a result of the following causes:

- i) The Person Covered are engaging in professional sports, speed contest, racing of any kind (other than on foot), winter sport, polo, ice hockey, parachuting or pot holing.
- ii) Any equestrian activity or horse-riding activities.

- iii) Mountaineering requiring the use of ropes.
- iv) The Person Covered is engaging in power boating, show jumping, water skiing and tricks or yachting.
- v) If both Accidental Death and Permanent Disablement occur, IITGT liability is limited to one event whichever comes first.

TABLE OF BENEFITS	
ACCIDENTAL DEATH / PERMANENT TOTAL DISABLEMENT	
A. ACCIDENTAL DEATH	100%
B. PERMANENT DISABLEMENT	
Loss of 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 permanently 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 of arm at elbow	100%
Loss of 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, except perception 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 phalanx	10%
Loss of index finger three phalanges	10%
Two phalanges	8%
One phalanx	4%
Loss of middle finger three phalanges	6%
Two phalanges	4%
One phalanx	2%
Loss of ring finger – three phalanges	5%
- Two phalanges	4%
- One phalanx	2%
Loss of little finger – three phalanges	4%
- Two phalanges	3%
- One phalanx	2%
Loss of metacarpals 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 loss, each	1%
Loss of hearing both ears	75%
One ear	15%
Loss of speech	50%

IMPORTANT NOTES

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.

Permanent total Loss of use of limb shall be treated as Loss of limb.

The aggregate of all percentages payable in respect of any one accident to any one Participant shall not exceed 100%. In the event of total Loss of 100% having been paid, all Coverage hereunder shall immediately cease to be in force in respect of that Participant. All other Losses, lower than 100%, if having been paid shall reduce the respective Participant's Coverage under scale of Benefits A and B by that amount from the date of accident until the expiration of the Policy.

2. MEDICAL AND SURGICAL EXPENSES DUE TO ACCIDENT

IITGT will subject to the terms of this benefit reimburse the Participant, upon satisfactory proof, for the medical, hospital and/or surgical expenses if during the period of takaful the Person Covered shall sustain bodily injury resulting solely and directly from an accident caused by violent, external and visible means.

IITGT shall reimburse the Participant with such expenses necessarily incurred and paid up to and in aggregate but not exceeding the sum stated in the Schedule against such injury in respect of any one accident.

Territorial Limit: Worldwide

Special Provision under this benefit

IITGT will reimburse the Participant for treatment of the Person Covered in any licensed and recognised Clinic or Hospital, provided that:

- a) Reimbursement shall be payable only if such medical, hospital and/or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of accident and the charges shall be reasonable and customary.
- b) In respect of injury shall occur after the date of cover, or the date of reinstatement of this benefit, whichever is the latter.
- c) IITGT may also have the right to examine the Person Covered whenever it may reasonably require.
- d) An excess of BND100.00 is applicable in respect of each and every claim.
- e) No excess applicable for a follow up treatment from the same injury.
- f) If payment is paid under this benefit, then the benefit of "Medical, Hospital & Surgical Expenses due to illness" is not applicable.

3. MEDICAL AND SURGICAL DUE TO ILLNESS

If during the period of takaful subject to the terms of this benefit IITGT will reimburse the Participant, upon satisfactory proof, for the medical, hospital and/or surgical expenses for the treatment of the Person Covered illness. IITGT shall reimburse the Participant with such expenses necessarily incurred and paid up to and in aggregate but not exceeding the sum stated in the Schedule in respect of any one illness.

Territorial Limit: Worldwide

Special Provision under this benefit

IITGT will reimburse the Participant for treatment of the Person Covered in any licensed and Recognised Clinic or Hospital, provided that:

- a) Reimbursement shall be payable only if such medical, hospital and/or surgical expenses incurred in respect of treatment given is by the recommendation of a qualified and registered Medical Practitioner within seven (7) days after the date of the illness and the charges shall be reasonable and customary.
- b) Illness occurring more than thirty (30) days after the date of cover, or the date of reinstatement of this benefit, whichever is the latter. For an in-patient treatment subject to a minimum of six (6) consecutive

hours of confinement. No out-patient treatment is covered.

- c) IITGT may also have the right to examine the Person Covered whenever it may reasonably require.
- d) An excess of BND100.00 is applicable in respect of each and every claim.
- e) No excess applicable for a follow up treatment from the same illness.
- f) If payment is paid under this benefit, then the benefit of "Medical and Surgical Expenses due to Accident" is not applicable.

4. HOSPITAL ALLOWANCE

In the event of the Person Covered being in-patient or confined in a licensed and recognised Hospital, IITGT will pay the Person Covered a daily hospital allowance as per amount specified in the Schedule for the period of the Person Covered confinement, up to a maximum of sixty (60) days.

This benefit is payable only if the Person Covered in-patient or confined for more than twelve (12) hours due to an accidental injury or illness.

Territorial Limit: Worldwide

5. KHAIRAT BENEFIT

IITGT shall subject to the terms of this benefit pay to the Participant or the Person Covered successor in title as trustees in respect of the Person Covered's death due to illness or natural death which occurs during the period of takaful up to the amount specified in the Schedule.

Territorial Limit: Worldwide

Special Provision under this benefit

If payment is paid under this benefit, then benefit under "Workmen's Compensation Act" or "Personal Accident" is not applicable.

6. REPATRIATION

IITGT will subject to the terms of this benefit, upon satisfactory proof shall reimburse the Participant for the Repatriation Expenses incurred:

- (a) If during the period of takaful shall sustain bodily injury or illness resulting in death or hospitalization as an in-patient in any registered and licensed hospital for treatment and subsequently certified by the attending registered Medical Practitioner to be unfit to attend to the Person Covered's usual employment.
- (b) If the Person Covered dies or suffer Permanent Total Disablement within twelve (12) months of the accident or illness occurring during the period of takaful.

Territorial Limit: Worldwide

Amount of benefit and payment of claim

The amount of the said benefit shall be equal to the actual charges made by the relevant party(ies). The aggregate total benefit payable under this benefit shall not exceed the maximum amount shown in the Schedule and limit to one destination only.

GENERAL EXCLUSIONS

- a) IITGT shall not be liable under this Certificate for any injury resulting from accident or illness caused by war, invasion by foreign enemies, hostilities (whether is declared or not) or civil war, strikes, riots and civil commotion, mutiny, rebellion, revolution, military insurgence or usurped power.
- b) The Participant's liability for the employees' sub-contractor.
- c) Any worker who is not an 'employee' within the meaning of the Law.
- d) Any liability if the Participant is duplicated due to an agreement but would not be duplicated if such agreement did not exist.
- e) Any amount that the Participant is entitled to recover from any party but cannot be recovered due to an agreement between the Participant and another party.
- f) Any liability in any circumstances directly caused by or resulting from:
 - i. Nuclear weapon material; and/or
 - ii. Ionizing radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel or nuclear waste, and for the purpose of this exclusion, combustion includes any nuclear process.
- g) Pre-existing illness (unless stated otherwise).
- h) Any unlawful act(s) or such act(s) prohibited by law and/or Syariah principles.
- i) Attempted suicide or self-inflicted injury whilst sane or insane.
- j) Any breach of law by the Participant inclusive of those which resulting imprisonment, or any assault provoked by him.
- k) Under the influence of alcohol, misuse of drugs, hallucinogenic substance.
- l) Directly or indirectly being infected by Acquired Immune Deficiency Syndrome (AIDS) or related conditions.
- m) Suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness.
- n) Any dangerous or hazardous sport or competition or riding or diving in any form of race competition.
- o) Any underwater activity necessitates the use of artificial breathing apparatus.

AVOIDANCE OF SOME TERMS AND RIGHTS FOR RECOVER

Nothing in the Schedule or any endorsement herein shall prejudice the rights of any person entitled to compensation under this Certificate or any other person to recover a sum under or by virtue of the Workmen's Compensation Act, Chapter 74.

However, the Participant shall reimburse to IITGT all amounts paid by IITGT, which IITGT should not have been liable to pay but was required to pay by virtue of the Workmen's Compensation Act, Chapter 74.

ENDORSEMENT

The following endorsements only apply to this Certificate if specifically mentioned in the Schedule and is subject otherwise to the terms of this Certificate.

Endorsement No. W.231

Notwithstanding anything to the contrary stated herein and subject to Clause 6 (General Condition) being deleted, it is understood and agreed that if the wages or salary stated herein are less than the actual wages or salary (as defined in the Workmen's Compensation Act currently in force) paid or payable to the covered employees during the takaful period, IITGT's liability concerning any claims under this Certificate will be proportionately reduced.

Subject otherwise to the terms, exceptions and conditions of this Certificate.

Endorsement No. W.0076

In consideration of contribution being paid on the total earnings of all employees not being workmen within the meaning of the Workmen Compensation Act, Chapter 74 it is hereby agreed that IITGT will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured as set forth in the said Schedule raise the defence that such employees is not a workman within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Certificate.

Endorsement No. W.0077

In consideration of contribution being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the Workmen Compensation Act, Chapter 74 it is hereby agreed that the Certificate is extended to indemnify the Participant in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of this Certificate.

Endorsement No. W.0232 – 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 IITGT within thirty (30) 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 for the period they have been on risk. Where the contribution payable pursuant to this warranty is received by an authorised agent of 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 not authorised to receive such contribution shall lie on IITGT.

Subject otherwise to the terms and conditions of this Certificate.

Endorsement No. W.0237 – Loss Notification Clause

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

- (a) such delays in notification shall not exceed 30 days from the date of occurrence.
- (b) the 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 has occurred shall be upon the Participant.

Endorsement No. W.0238 – Local Jurisdiction Clause

This Takaful shall not be liable to pay for:

- (a) Compensation for damage in respect of judgements not delivered or obtained from a court of competent jurisdiction within Brunei.
- (b) Costs and expenses of litigation recovered by any claimant from the Participant which are not incurred in and recoverable in Brunei.

Endorsement No. W.0241 – 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 III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind now soever to may be named.

TEX -Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this Policy 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 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 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 IITGT allege that by reason of this Clause, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the insured. In the event any portion of the Clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Endorsement No. W.190 – Medical Expenses Clause

"In the event of the Person Covered incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting sole and directly from an accident caused by violent, external and visible means IITGT shall reimburse to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum stated in the Schedule against the name of the Person Covered in respect of any such accident. It is a condition precedent to IITGT'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.

GENERAL CONDITION

The following endorsement only applies to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the Terms of this Certificate.

1. CONTRACT

This Certificate and the Schedule shall be read together as one contract and any word or expression to which specified meanings have 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 to IITGT.

3. PREVENTION OF ACCIDENT AND ILLNESS

The Participant shall take reasonable precautionary measures to prevent the Person Covered from accident and illness and shall comply with all statutory obligations.

4. CLAIMS

If any circumstances arise that may give rise to a claim under this Certificate, the Participant shall as soon as possible give notice to IITGT with complete details. Every claim letter, writ, summons, and process shall be notified or submitted to IITGT as soon as the Participant becomes aware of any medical examiner's inquiry or death investigation related to any such incident as stated above.

5. CONDUCT AND CONTROL PROCEEDING

No acknowledgment, promise, offer, or payment shall be made by or on behalf of the Participant without the consent of IITGT, which, if it so desires, has the right to take over on behalf of the Participant and to defend or settle any claims or demands on behalf of the Participant for the benefit of IITGT, any claim for damages, compensation, or otherwise. IITGT has full discretion in conducting any proceedings and in settling any claims, and the Participant shall provide all information and assistance required by IITGT.

6. TAKAFUL CONTRIBUTION CALCULATION

The initial takaful contribution and all takaful contributions for the renewal of this Certificate that may be accepted are dependent on the total wages, salaries, and other incomes paid by the Participant to the employees for each takaful period. The name of each employee, along with the amount of wages, salary, and other income, shall be accurately recorded, and the Participant shall at all times permit IITGT to examine these records and shall provide IITGT with a correct account of such wages, salary, and other income paid during the entire takaful period within one (1) month from the date of the expiration of the said takaful period. If the amount paid differs from the takaful contribution amount already paid, the difference in the takaful contribution will be rectified by subsequent payment to IITGT or refunded by IITGT as applicable.

7. CANCELLATION

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

a) Cancellation by Participant:

- The Participant may cancel this Certificate at any time, by returning the Certificate to IITGT if no claim has occurred or was made during the period of Takaful.
- After returning the Certificate, the Participant will be entitled to a refund of the balance of the Takaful contribution on a pro-rata basis for the period the 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's 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 the Participant 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 fourteen (14) days from the date of the notice to the expiry date of the Certificate.
- IITGT will return the *Wakalah* fee to the Participant on a pro-rata basis for the period the Takaful was not in force.

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

8. ARBITRATION

The Parties shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Agreement. If Parties 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 Parties, 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 Parties under this Agreement 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.

9. CONDITION PRECEDENT OF LIABILITY

The due observance and fulfilment of the terms, conditions, and endorsement of the Certificate so far as they relate to anything to be done or not to be done by the Participant and the truth of the statement and answers in the Proposal Form and Declaration shall be conditions precedent to any liability of IITGT to make any payment under this Certificate.

10. 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 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 help and joint guarantee should any fellow Participants suffer from a defined loss.

11. WAKALAH

Wakalah refers to a contract in which a party as principal (Muwakkil) authorises 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 contribution to the Takaful Fund as *Tabarru'*. Then all the Participants in a group will appoint or authorise IITGT 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, IITGT 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 who cancels this Certificate.

12. DISTRIBUTION OF SURPLUS

The surplus will be determined at the end of the financial year end and the surplus (if any) from the Takaful Fund will be allocated to Participants' Fund and IITGT with the proportion of seventy per cent (70%) to the Participants' Fund and thirty per cent (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.

For 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 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.

13. TREATMENT OF SMALL AMOUNT

For any amount due and payable to the Participants from refund/surrender/maturity/termination/claim that is B\$5.00 and below, IITGT will donate to charity which will be utilised as '*amal jariah*' on behalf of the Participants.

14. MISCELLANEOUS

If these terms and conditions in this Certificate are translated into different languages (other than English) and there are inconsistencies or conflict between the English language version and any of the translation, the English version shall prevail.