



INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR GROUP PERSONAL ACCIDENT TAKAFUL (SHORT PERIOD) 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.

GROUP PERSONAL ACCIDENT (SHORT PERIOD) TAKAFUL CERTIFICATE

(Effective 01st July 2020)

WHEREAS the Certificate Holder (hereinafter refers as **"the Participant"**) being desirous of covering the persons described in the Schedule (hereinafter referred to as **"the Persons Covered"**) by a Proposal and Declaration together with any other statements in writing relating to this takaful which shall form 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 referred to as **"IITGT"**) for the takaful hereinafter contained and has paid or agreed to pay 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 in this Certificate, pay to the Participant 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 an effective discharge of 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 alcohol or drugs
 - e) Childbirth, miscarriage, pregnancy or any complications thereof
 - f) Provoked murder or assault
 - g) Anthrax blood poisoning, erysipelas 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 passenger 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 of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of 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 or by hand to 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 Certificates, 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, arrange 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 of 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 advice as soon as practicable.
- b) Written notice shall be given to IITGT as soon as possible but in any event within twenty-one (21) days of the accident causing such injury.

6. NON-CANCELLATION 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 once the Certificate period has commenced. If it has not commenced, IITGT will refund the Participant in full.

7. ARBITRATION

The Participant and IITGT shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Certificate. If the Participant and IITGT 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 to 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 Participant and IITGT, 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 Participant and IITGT under this Certificate 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.

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 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.

9. 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.

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 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 claims 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.

11. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the Participants from refund/surrender/maturity/termination/claim that is B\$5.00 (Brunei Dollars: Five) and below, IITGT will donate to charity which will be utilised 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:

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 any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind whatsoever that 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 resulting solely 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.

GP029 SPECIFIED SPORTING ACTIVITIES

INotwithstanding anything contained in Exclusion 3 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

ACCIDENTAL 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.