INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR 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 PERSONAL ACCIDENT TAKAFUL

WHEREAS the person named in the attached Schedule (hereinafter refers as "**the Schedule**")as the Certificate Holder (hereinafter refers as "**the Participant**") has applied to Insurans Islam TAIB General Takaful Sendirian Berhad (hereinafter refers as "**IITGT**") a written a proposal and declaration containing certain particulars and statements which it is hereby agreed shall form the basis this contract be considered as incorporated herein to participate in this Takaful managed by IITGT and has paid or agreed to pay IITGT the Takaful contribution as stated in the Schedule.

NOW THIS CERTIFICATE WITHNESSETH that in consideration of the payment of Takaful contribution to IITGT if at any time during the period of Takaful as shown in the Schedule or during any further period for which IITGT may agree to renew the cover and subject to the terms, provisions exceptions and conditions contained herein or endorsed hereon (hereinafter collectively refers as "**the Terms of the Certificates**"), the Participant or any person covered under this Certificate shall sustain bodily injury caused by violent accidental, external and visible means which injury shall solely and independently of any other cause result in his death or disablement as within defined, IITGT shall pay to the Participant or in the event of his death to his legal personal representative(s) the sum or sums of money set forth in the Schedule or in any endorsement attached hereto.

PROVIDED ALWAYS THAT

i. No benefit shall payable under this Certificate until the total amount of such benefits shall have been ascertained and agreed.

ii. The maximum liability of IITGT shall not in any event exceed the Sum Payable as stated in the Schedule or endorsed hereon.

iii. Accidental death shall not in any way be presumed by reason of the disappearance of the Participant except in the event of the total loss by shipwreck of the ship or air crash of the aircraft in which he was travelling.

EXCEPTIONS

1. IITGT shall not be liable under this Certificate for death or disablement directly or indirectly due to arising of resulting from :-
   a) Intentional self-injury, suicide, attempted suicide (whether felonious or not), provoked assault, intoxication, drugs, intemperance or insanity, venereal disease, or any physical defect or infirmity, childbirth or pregnancy ;
   b) The Participant engaging in or taking part in winter sport, professional football, polo, steeplechasing, hunting, mountaineering, racing of any kind other than on foot, using wood-working machine or a circular saw, aqualung diving, scuba diving, boxing, ice hockey, motor competitions, parachuting, pot-holing, power boating, show jumping, water skiing and tricks, wrestling including judo, karate and unarmed combat and yachting outside territorial waters ;
   c) The Participant being in or upon or entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type fixed wing aircraft owned and/or operated by a recognized air transport organization providing regular air transport organization providing regular air services between duly established airports in which he is travelling as a fare-paying passenger ;
   d) Anthrax, blood-poisoning, erysipelas, ptomaine-poisining, pyaemia, septicaemia and/or tetanus ;
   e) War, invasion, act of foreign enemy, hostilities (whether warbe declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, strike riot or civil commotion and in the event of any claim hereunder the Participant shall, when so required by IITGT prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof, the IITGT shall not be liable to make any payment in respect of such claim ;
   f) The Participant engaging in or taking part in naval, military or air force service operations or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorist or other elements.

2. This Certificate does not cover any accident, directly or indirectly, caused by or contributed to by or arising from ionising, radiations or contamination by radioactivity from any nuclear fuel of from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
3. The benefits provided by this Certificate shall not apply to nor include any accident and/or injury, directly or indirectly, caused by or contributed to by or arising from nuclear weapons material.
4. This Certificate does not cover any person under the age of eighteen years or over the age of sixty-five.

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. LIABILITY OF IITGT

IITGT will not be liable in respect of any injury or death occurring before the actual receipt of the takaful contribution by IITGT or its duly authorised representatives unless credit has been allowed by specific agreement for such payment of the takaful contribution to be made at a later date.

3. NOTICE TO BE MADE IN WRITING

i. All notices required to be given by the Participant to IITGT must be writing addressed to IITGT and no alteration in the terms of the Certificate nor any endorsement hereon shall be held valid unless the same in signed or initialed by an authorised representative of IITGT.
ii. The Participant shall give immediate notice to IITGT of any change in his business or occupation or habits or pursuits or residence or of any disease, injury or physical defect or infirmity with he has become affected or of which has become consignant, and shall pay any additional takaful contribution that may be required by IITGT.
iii. The Participant shall give notice to IITGT of any other takaful or insurance effected against accident and/or incapacity.

4. CANCELLATION OF TAKAFUL

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.

5. NOTICE OF CLAIM

i. Upon the happening of any accident likely to give rise to a claim under the Certificate the Participant shall, within fourteen days after the happening of the accident, give notice to IITGT will full particulars of the accident and the injuries sustained.

ii. The Participant shall, without delay, procure and act on proper medical or surgical advice, All certificates, affidavits, information and evidence required by IITGT shall be furnished at the expense of the Participant or any claimant hereunder and shall be in such form and of such nature as IITGT shall prescribe. The Participant shall, as often as required by and at the expense of IITGT, submit himself to medical examination. In the case of death there must be delivered to IITGT a certificate of death of the Participant issued by the relevant authorities and/or other reports from a medical examiner stating as fully as possible the nature, extent and duration of the injury, the cause of death and all such other information and evidence as IITGT may require or consider necessary to satisfy itself of the Participant and of the tittle of the claimant.

6. ARBITRATION

All differences arising out of this Certificate shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against IITGT the cost of and connected with the arbitration shall be in the discretion or Arbitrator or Arbitrators or Umpire.

7. DISCLAIM OF LIABILITY

If IITGT shall, disclaim liability to the Participant or the Participant's legal personal representative(s) or any claimant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration, under the provisions herein contained the claim shall for ail purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. ABSOLUTE OWNERSHIP

IITGT shall, unless otherwise expressly provided by endorsement on this Certificate, be entitled to treat the Participant as the absolute owner of the Certificate and shall not be bound to recognize any equitable or other claim to or interest in the Certificate and the receipt of the Certificate (or of his legal personal representative(s)) alone be an effectual discharge.

9. CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Certificate in solar as they relate to anything to be done or complied with by the Participant or any claimant under this Certificate and the truth of the statements and answers in the said proposal 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 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*) 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.

12. 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.

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.

TABLE OF BENEFITS

Description of Permanent Disablement	Percentage of Compensation payable (of the capital Sum)
Loss of both hands	100%
Loss of both feet	100%
Loss of all sight of both eyes	100%
Loss of hearing in both ears	50%
Loss of all sight of one eye	30%
Loss of all hearing in one ear	10%
Loss of arm at shoulder	60%
Loss of arm between shoulder and elbow	50%
Los of arm below elbow	47.5%
Loss of arm between shoulder and wrist	45%
Loss of hand below wrist	42.5%
Loss of four fingers and thumb of one hand	42.5%
Loss of four fingers of one hand	35%
Loss of whole thumb	25%
Loss of whole index finger	10%
Loss of whole middle finger	6%
Loss of whole ring finger	5%
Loss of whole little finger	4%
Loss of leg at hip	70%
Loss of leg between knee and hip	50%
Loss of leg below knee	35%
Loss of all toes of one foot	15%
Loss of big toe	5%
Loss of one other toe	1%

The complete and irrecoverable loss of use of any part of the body specified above is deemed to be loss of such part In the event of partial loss of any part of the body specified above a proportionately lower percentage of compensation shall be payable. In the event of permanent disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the person covered. IITGT shall not be liable to pay in respect of permanent disablement more than 100% of compensation payable in the event of death.

ENDORSEMENTS

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

GP001 STRIKE, RIOT AND CIVIL COMMOTION

The words "strike, riot and civil commotion" in Exception 1(e) of this Certificate are deemed to be deleted. Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that consideration of the payment of an additional contribution this Certificate is extended to cover Death or Disablement as within defined directly or indirectly caused by Riot, Strike or Civil Commotion except in so far as the Participant himself is actively participating when this extension becomes null and void.

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 IITGT 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 of IITGT, the payment

shall be deemed, to receive 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 otherwise 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 SPECIAL ENDORSEMENT – AGE & PRE EXISTING PHYSICAL DEFECTS

It is hereby declared and agreed that this Takaful shall not apply to any Person Covered attaining the age 60 years at the inception and of 65 years at the subsequent renewal date of this Certificate.

IITGT shall not liable to make any payment in respect of injury directly or indirectly attributable to any pre-existing physical defects or infirmity.

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.

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.

GP030 AIR TRAVEL

Notwithstanding anything contained in Exception 1 (c) to the contrary, the cover provided by this Certificate applies to bodily injury as therein defined sustained by the Participant whilst being in or upon entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type fixed wing aircraft owned and/or operated by a recognised air transport organization providing regular air services between duly established airports in which he is travelling as a fare-paying passenger.

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 of 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.