



# INSURANS ISLAM TAIB FAMILY TAKAFUL

## TEACHERS TAKAFUL PLAN CERTIFICATE

## TEACHERS TAKAFUL PLAN CERTIFICATE

**WHEREAS** the Certificate Holder (hereinafter called '**the Participant**') described in the Schedule hereto (hereinafter called '**the Schedule**') by a written Proposal and Declaration has applied to Insurans Islam TAIB Family Takaful Sendirian Berhad (hereinafter called '**the Company**') for the Takaful coverage hereinafter mentioned for the Participant and has paid or agreed to pay the Takaful contribution stated in the Schedule as consideration for the said Takaful coverage.

**NOW THIS CERTIFICATE WITNESSTH** that during the period of Takaful as described in the Schedule and any subsequent period for which the Participant pays and the Company accepts the required Takaful contributions:-

- (a) in the event of death of the Participant; and/or
- (b) in the event that the Participant sustains bodily injury or becomes disabled, as a result of accident or disease or illness, then the Company will pay to the Participant and/or the beneficiaries of the Participant (as the case may be) the appropriate benefit(s) as specified in the Schedule subject to the terms, limitations, exclusions and conditions contained in this Certificate, the Schedule and any endorsements to this Certificate (hereinafter collectively referred to as 'the Terms of this Certificate').

The following shall make up the whole of this contract of Takaful:-

- (a) this Certificate together with the Schedule;
- (b) the written Proposal and Declaration and any other statements in writing relating to this Takaful coverage given by the Participant at the time of the Participant's application for this Takaful coverage (which form the basis of this contract); and
- (c) any subsequent written notices given by the Company to the Participant.

## CONDITIONS

### 1. THE CONTRACT

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

### 2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the Terms of this Certificate by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

### 3. THE PARTICIPANT

During the period of Takaful, the Participant must be:-

- (a) From 18 to 60 years of age;
- (b) Employed in Brunei Darussalam as a teacher, educator, tutor, lecturer, professor or trainer or a person training to be one AND must be registered with the Ministry of Education (MOE) of Brunei Darussalam or with the Department of Islamic Religious Studies, Ministry of Religious Affairs (MoRA) of Brunei Darussalam, or with the Youth Development Centre under the Ministry of Culture, Youth and Sports, or with the Brunei Art and Crafts Training Centre under the Prime Minister's Office;
- (c) Holding a valid work permit for his/her employment in Brunei Darussalam as a teacher, educator, tutor, lecturer, professor or trainer that has not been cancelled whether temporarily or otherwise if the Participant is not a citizen or permanent resident of Brunei Darussalam.

#### **4. THE BENEFITS**

The maximum limit of benefits payable by the Company for each claims and in the aggregate for one period of Takaful are as stated in the Schedule.

#### **5. TERRITORIAL LIMIT**

This Takaful coverage is a worldwide coverage.

Notwithstanding anything herein contained to the contrary, this Takaful coverage does not provide coverage for the Participant in his/her country of origin if he/she is not a Bruneian and is a citizen of another country ("Foreigner") and he/she travels to his/her country of origin during the period of coverage for non-work related purposes.

In this contract of Takaful, 'non-work related purposes' includes any one or all of the following activities:-

- (a) taking a holiday or taking a break from work;
- (b) performing or carrying out work that is not within the scope of the Participant's employment with his/her employer in Brunei Darussalam.

#### **6. RECORD AND REPORTS**

The Participant shall keep a record of the essential particulars of this Takaful plan. The Participant shall immediately furnish to the Company such information concerning or relating to him/her and/or the Facility as may be reasonably required for the purpose of administering this Takaful plan. The Participant shall allow the Company to inspect such records at any reasonable time.

#### **7. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION**

The Participant shall give immediate written notice to the Company of any change in the Participant's address or business or occupation or trade or in any Participant's profession or address.

The Participant shall also notify the Company in writing of any injury, disease, illness, physical defect or infirmity affecting the Person Covered before any renewal of this Certificate.

#### **8. NON-DISCLOSURE OF FACTS**

This Certificate shall become void and the Company shall not be liable to pay the Takaful benefit under this contract of Takaful in the event of misrepresentation, misdescription or non-disclosure of fact(s) by the Participant.

#### **9. EVIDENCE OF AGE**

The Company reserves the right at any time to require that the age of the Participant under this contract of Takaful be proven to its satisfaction.

## **10. PAYMENT OF BENEFITS**

The Company shall only pay the benefits payable under this Certificate upon satisfactory proof that such benefits are payable.

In the event of death of the Participant under this Certificate, the Company will pay, upon satisfactory proof, the benefits payable under this Certificate to the Recipient.

A Participant shall be deemed dead for purposes of this contract of Takaful if his/her body is not found for more than seven (7) years as a result of sinking and/or wreck of the airplane, ship, vessel or carrier (duly licensed for the regular transportation of fare paying passengers) in which that Participant was a fare-paying passenger and onboard at the time of the incident provided that the Company shall only consider the claims for any Takaful benefit payable under this contract of Takaful for that Participant after seven (7) years from the date of the filing of the claims report for missing person and provided further that supporting documents for such claims are promptly provided to the Company. If that Participant is found to be alive after the benefit(s) under this contract of Takaful has been paid by the Company, then any sum so paid shall be refunded to the Company forthwith upon written notice for such refund, failing which, such sum shall be a recoverable debt by the Company.

## **11. ALTERATION OF CERTIFICATE**

This Certificate and the Terms of this Certificate may, at any time, be amended and changed upon written request being made by the Participant and agreed to by the Company but any amendment shall be without prejudice to any claims arising prior to the date of the change and subject to such terms and provisions the Company may impose.

No change in this Certificate or the Terms of this Certificate shall be valid unless evidenced by endorsement signed by an authorized officer of the Company.

## **12. RENEWAL OF CERTIFICATE/TERMINATION OF COVERAGE**

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal Takaful contribution becoming due.

The Company reserves the right to vary the terms and provisions of this Certificate on any Certificate anniversary.

Notwithstanding anything herein contained to the contrary, in the event that the Participant is no longer employed in Brunei Darussalam as a teacher, educator, tutor, lecturer, professor or trainer or a person training to be one for whatsoever reason, then:-

- (a) if the Participant is not a Foreigner, this contract of Takaful shall terminate immediately upon the expiry of the period of Takaful and no renewal of this Takaful coverage shall be allowed;
- (b) if the Participant is a Foreigner, this contract of Takaful shall terminate immediately upon the termination of his/her employment in Brunei Darussalam as a teacher, educator, tutor, lecturer, professor or trainer and no renewal of this Takaful coverage shall be allowed,

but without prejudice to any claims arising prior to the date of termination.

This Certificate either in its entirety or in respect of any Participant may be cancelled by the Company at any time by giving seven (7) working days' notice in writing to the Participant provided that such cancellation shall be without prejudice to the rights of the Participant (or the Recipient if the Participant dies) to make claim(s) in respect of prior death or disease or illness or injury of the Participant under this contract of Takaful.

In the case the Participant decides to cancel this certificate within fourteen (14) days after application, the Company will give a full refund to the Participant.

In the event of such cancellation of this Certificate, provided that no claim has been made prior to the cancellation, the Participant shall be entitled to the prorated refund of the net Takaful contribution for the unexpired period of Takaful.

### **13. CANCELLATION OF CERTIFICATE**

Participant may surrender/cancel/perform endorsement deletion to the Certificate before the Certificate expiry date in which the Company will return the net contribution, after the deduction of Wakalah fee, to the Participant on pro-rata basis for the period the Certificate was not in force. There is no surrender/cancellation/endorsement deletion fee imposed for such transaction.

### **14. COOLING OFF PERIOD**

If the Participant should find that the Certificate does not meet his/her needs, he may return it within fourteen (14) working days after the commencement date of Certificate. In such event, provided no claims have been made during the current Certificate year, the Participant shall be entitled for a full refund of the contribution paid without surplus by the Company in considering his/her application.

### **15. NON ASSIGNMENT**

This Certificate and the benefits under this Certificate are not assignable by the Participant.

### **16. EXISTING HEALTH CONDITION**

Unless otherwise stated, no benefit shall be payable under this contract of Takaful for claims due to disease, illness or injury occurring before the commencement of this Takaful coverage ('Pre-existing illness').

For the avoidance of doubt, in this contract of Takaful, 'Pre-existing illness' means any injury, disease, illness, condition or symptom:-

- (a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of this Takaful coverage; or
- (b) which presented signs or symptoms of which the Participant was aware or should reasonably have been aware or which originated or existed prior to the commencement of this Takaful coverage.

The Participant is considered to have reasonable knowledge of a Pre-existing illness where:-

- (a) The Participant had received or is receiving treatment;
- (b) Medical advice, diagnosis, care or treatment has been recommended;
- (c) Clear and distinct symptoms are or were evident; or
- (d) Its existence would have been apparent to a reasonable person in the circumstances.

### **17. MISSTATEMENT OF AGE**

If the age of the Participant was misstated in his/her proposal form made by the Participant, then no benefit will be payable.

### **18. PREVENTION OF ACCIDENT, DISEASE AND ILLNESS**

The Participant shall take all reasonable precautions to safeguard himself/herself against accidents, diseases and illnesses and shall comply with all statutory obligations.

## 19. ARBITRATION

The Participant and the Company 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 the Company 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 Participant and the Company, 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 the Company 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.

## 20. CONTRIBUTION WARRANTY

The Takaful contribution due and payable by the Participant must be paid and received in full by the Company upon acceptance and participation from the inception date of this Certificate/endorsement/renewal Certificate.

If the full Takaful contribution is not received by the Company in accordance to this Clause, then this Certificate/endorsement/renewal Certificate is automatically cancelled.

## 21. JURISDICTION

The Company shall not be liable under this contract of Takaful in respect of judgments that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Brunei Darussalam.

## 22. PLACEMENT OF CONTRIBUTION

The Takaful contributions payable by the Participant under this contract of Takaful shall be managed by the Company based on the concept of *Tabarru'* and *Wakalah*, whereby:

### ***Tabarru'***

- a) *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.
- b) Participants give seventy per cent (70%) 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.

### ***Wakalah***

- a) *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 may be delegated, either voluntary or with imposition of a fee.
- b) The Participant will make contribution to the Takaful Fund as *Tabarru'*. Then all the participants in a group will appoint or authorize the Company 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, the Company will charge a fee of thirty per cent (30%) from the contribution that has been determined and agreed upon in the proposal form.

With this contract, the Company shall be entitled to do the following:-

- (a) invest all the money in the Takaful Fund or any part thereof as it deems fit at its absolute discretion in accordance with the Syariah principles;
- (b) pay all benefits and approved claims under this contract of Takaful out of the Takaful Fund;
- (c) pay all expenses incurred by the Company in investing the Takaful Fund (including but not limited to all costs and expenses incurred for the retakaful of the Takaful coverage under the contract of Takaful) out of the Takaful Fund; and
- (d) pay all expenses that are necessary to manage the Takaful Fund (including but not limited to all costs and expenses incurred by the Company in managing the investment of the Takaful Fund or any part thereof) out of the Takaful Fund.

### **23. 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 the Company with the proportion of seventy per cent (70%) to the Participants' Fund and thirty per cent (30%) to the Company. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, the Company is entitled for the surplus distribution from the Takaful Fund as fee for the good performance of the Company in managing the Takaful Fund.

For the participants who have incurred claim(s) or received benefit(s), their portion of surplus will not be distributed to them and shall be credited to the Takaful Fund as *Tabarru'*.

### **24. TREATMENT OF SMALL PAYMENT AMOUNT**

For any amount due and payable to the participants from refund/surrender/maturity/termination/claims that is B\$5.00 and below, the Company will donate to charity which will be utilized as 'amal jariah' on behalf of the Participant.

### **25. SUBROGATION**

In the event of a claim by the Participant under this Takaful plan, the Company shall be entitled to undertake in the name and on behalf of the Participant the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Participant to recover compensation or secure indemnity from any third party in respect of anything covered by this Takaful plan. The Participant (or his/her beneficiaries, as the case may be) shall give all such information and assistance as the Company may require.

### **26. NOTICE**

Any notice or communication between the parties shall be in writing.

Any notice required to be served to the Participant shall be deemed to be sufficiently served if the same is delivered personally to the address of the Participant at his/her last known address in Brunei Darussalam or if by post then by prepaid registered letter addressed to the Participant at his/her last known address in Brunei Darussalam and such notice shall be deemed to have been served in the normal course of post.

Any notice required to be served to the Company shall be delivered personally by hand or by registered post to its Head Office address as stated herein or at such other address as the Company shall notify the Participant in writing from time to time.

### **27. GOVERNING LAW**

This contract of Takaful is governed by the laws of Brunei Darussalam.

## GENERAL EXCLUSIONS

The Company shall not be liable to the Participant under this contract of Takaful for claims arising either directly or indirectly as a result of:-

1. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, civil commotions assuming the proportions of or amounting to an uprising, military uprising, insurrection, rebellion, revolution, military or usurped power.
2. Any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.
3. Nuclear fission, nuclear fusion, nuclear weapons material, ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the exclusion, combustion shall include any self-sustaining process of nuclear fission.
4. Any breach of the law by the Participant or any assault provoked by him/her.
5. Suicide, attempted suicide or self-inflicted injuries by the Participant whilst sane or insane.
6. Pre-existing illness (unless otherwise stated).
7. Acquired Immuno-Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) or any HIV related illness including AIDS Related Complex (ARC) and/or any mutant derivative or variations howsoever this syndrome has been acquired or may be named.
8. Any unlawful act(s) and other causes prohibited by the law and/or Syariah.
9. Any involvement and/or participation of the Participant in any terrorism and/or sabotage activity.
10. Any related mental illness or mental disorder as defined under Brunei Darussalam Mental health Order 2014.
11. Any pandemic and related causes.
12. Participation in or training for any dangerous or hazardous sport or competition, hobbies or activities (such as racing, glider flying, hunting and other comparably dangerous and risky activities) or riding or driving in any form of race or competition.
13. Using any wood-working machinery driven by mechanical power (unless otherwise stated).
14. Involvement in any underwater activity necessitating the use of artificial breathing apparatus.
15. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
16. Miscarriage, pregnancy or any complications thereof except in cases of natural or sudden death due to any complications from the pregnancy, abortion or miscarriage whether directly or indirectly (unless otherwise stated).
17. Any willful act or willful negligence of the Participant.



## **SECTION 1: PERMANENT TOTAL DISABLEMENT**

### **1. DEFINITION**

Permanent Total Disablement shall mean disablement, whether caused by bodily injury or disease or illness, which wholly prevents the Participant from engaging in any business or occupation or performing any work for compensation or profits, and the disablement must continue uninterrupted for a period of at least six (6) months.

The loss of both arms or both legs or of one arm and one leg or both eyes shall be considered Permanent Total Disablement, without prejudice to other causes of Permanent Total Disablement. Loss shall mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle; with regard to eyes, total and irrevocable loss of sight.

The word "Disablement", whenever it hereinafter appears, means Permanent Total Disablement as above defined and limited.

### **2. ADDITIONAL EXCLUSION**

In addition to the General Exclusions mentioned above, the Company shall not be liable to the Participant if Permanent Total Disablement occurred either directly or indirectly from any of the following causes:-

- (a) Entering, operating, or servicing, ascending or descending, from or with any aerial device or conveyance except while the Participant is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- (b) Serving in any capacity for any navy, army or air force, police force or security personnel;
- (c) Cosmetic or plastic surgery, any dental work, treatment or surgery, eye or ear examination, except to the extent that any of them is necessary for the repair or alleviation of damage to the Participant caused solely by accident.

### **3. AMOUNT OF BENEFITS & PAYMENT OF CLAIMS**

Subject to the other provisions of this Section and this Certificate, the Company will pay to the Participant the benefits for Permanent Total Disablement after the Company is satisfied with proof that the Participant has suffered/incurred Permanent Total Disablement during the period of Takaful.

### **4. TERMINATION OF COVER**

The Takaful coverage under this Section and under the Basic Certificate shall terminate:-

- (a) on termination of this Takaful contract; or
- (b) on the expiry date of the period of Takaful as stipulated in the Schedule; or
- (c) if the Participant is a Foreigner, on the date the Participant dies or suffers/incurs Permanent Total Disablement while he/she is in his/her country of origin for non-work related purposes.

In addition to the above, the Takaful coverage under this Section and under the Basic Certificate shall terminate on the date a Permanent Total Disablement or Partial Temporary Disablement claims is approved.

## **SECTION 2: DEATH DUE TO ILLNESS OR DISEASE OR UNKNOWN CAUSE**

### **1. COVERAGE**

Subject to the other provisions of this Section and this Certificate, the Company will pay to the Participant and/or the beneficiaries of the Participant the relevant amount of benefit specified in the Schedule in the event that during the period of Takaful the Participant dies due to illness or disease or an unknown cause.

### **2. ADDITIONAL EXCLUSION**

In addition to the General Exclusions mentioned above, the Additional Exclusion mentioned in Section 3 below shall also apply to this Section.

### **3. AMOUNT OF BENEFITS AND PAYMENT CLAIMS**

Where the amount payable in respect of all claims made for Permanent Total Disablement due to illness or disease or an unknown cause is less than the amount specified for Death due to illness or disease or an unknown cause in the Schedule, then the amount payable in respect of a subsequent claim made for Death due to illness or disease or an unknown cause shall be the remaining balance of the amount specified under Death due to illness or disease or an unknown cause in the Schedule after deduction of the said amount payable under claims made for Permanent Total Disablement due to illness or disease or an unknown cause.

If both Death and Permanent Disablement due to illness or disease or an unknown cause occur, the Company's liability is limited to one event whichever comes first.

### **4. TERMINATION OF COVER**

The Takaful coverage under this Section shall terminate:-

- (a) on termination of this Takaful contract; or
- (b) on the expiry date of the period of Takaful as stipulated in the Schedule; or
- (c) if the Participant is a Foreigner, on the date the Participant dies or suffers/incurs Permanent Total Disablement or Disablement while he/she is in his/her country of origin for non-work related purposes; or
- (d) in the event of a valid claim made for the benefit under Death due to illness or disease or an unknown cause or for the maximum amount of benefit payable under Permanent Disablement due to illness or disease or an unknown cause, whichever occurs earlier.

## **SECTION 3: DEATH AND PERMANENT DISABLEMENT DUE TO ACCIDENT**

### **1. COVERAGE**

The Company will pay to the Participant and/or the beneficiaries of the Participant the appropriate benefit(s) in the event that during the period of Takaful the Participant sustains bodily injury caused by violent accidental, external and visible means and within twelve (12) calendar months of such bodily injury results solely, directly and independently of any other cause in:-

**A. DEATH; or**

**B. PERMANENT DISABLEMENT.**

## 2. ADDITIONAL EXCLUSION

In addition to the General Exclusions mentioned above, the Company shall not be liable to make any payment for:-

- (a) Death or Disablement or any other loss caused directly or indirectly by:-
  - i. Venereal disease, infection or parasites;
  - ii. Intoxication by alcohol or drugs;
  - iii. Miscarriage, pregnancy or any complications thereof except in cases of natural or sudden death due to childbirth unless when the death is due to any complications from the childbirth during pregnancy, abortion or miscarriage whether directly or indirectly;
  - iv. Provoked murder or assault.
  
- (b) Death or Disablement or any other loss sustained by the Participant while travelling in aircraft as passenger or the crew, except only as a fare-paying passenger in aircraft licensed for passenger service. For the purpose of this exclusion, the Participant would not be covered if he/she is involved in any technical operation or navigation whilst in the aircraft.

Death or Disablement or any other loss consequent upon the Participant participating in or training for any dangerous or hazardous sport, competitions, hobbies and activities such as racing, glider flying, hunting and other comparably dangerous and risky activities, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power.

## 3. AMOUNT OF BENEFITS AND PAYMENT OF CLAIMS

Subject to the other provisions of this Section and this Certificate, the Company will pay to the Participant and/or the beneficiaries of the Participant the following benefit(s) in the following event(s):-

- (a) the relevant amount of benefit specified in the Schedule and the Table of Benefits in the event that the Participant dies due to accident (Benefit A);
- (b) the relevant percentage (subject to medical advice) of the amount of benefit specified in the Schedule as indicated in the Table of Benefits in the event that the Participant suffers Permanent Total Disablement as described in the Table of Benefits (Benefit B).

The maximum total aggregate amount payable for all the items under Permanent Disablement as specified in the Table of Benefits shall be the relevant amount as specified in the Schedule.

Where the aggregate amount payable in respect of all claims made under Benefit B is less than the amount specified for Benefit A, then the amount payable in respect of a subsequent claim made for Death due to accident shall be the remaining balance of the amount specified under Benefit A after deduction of the said aggregate amount payable under Benefit B.

If both Accidental Death and Permanent Disablement due to accident occur, the Company's liability is limited to one event whichever comes first.

## 4. TERMINATION OF COVER

The Takaful coverage under this Section shall terminate:-

- (a) on termination of this Takaful contract; or
- (b) on the expiry date of the period of Takaful as stipulated in the Schedule; or
- (c) if the Participant is a Foreigner, on the date the Participant dies or suffers/incurs Permanent Total Disablement or Disablement while he/she is in his/her country of origin for non-work related purposes; or
- (d) in the event of a valid claim made for Benefit A or for the maximum amount payable under Benefit B under this Section, whichever occurs earlier.

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

	Nature	Percentage of the Sum Covered
<b>A</b>	<b>ACCIDENTAL DEATH</b>	100%
<b>B</b>	<b>PERMANENT DISABLEMENT</b>	
	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%
	Injuries resulting in being	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 thumbs	
	- 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	2%
	- 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%

	Loss of hearing	
	- both ears	75%
	- one ear	15%
	Loss of speech	50%

Where the injury is not specified, the Company 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 member shall be treated as loss of member.

The total amount payable in respect of any one accident to the Participant shall not exceed 100% of the amount of the relevant Takaful benefit covered. In the event of a total of 100% of the amount of the relevant Takaful benefit covered having been paid, all coverage hereunder shall immediately cease to be in force. For all other losses less than 100% of the amount of the relevant Takaful benefit covered, if having been paid, shall reduce the Participant's coverage under Benefit A and B (as shown in the Table of Benefits) by that amount from the date(s) of accident until the expiration of this Certificate.

## ENDORSEMENT

The following endorsements only apply to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the Terms of this Certificate (hereinafter referred to as "the Basic Certificate").

### 1. Renewal

The following clauses/sections may be renewed by the Participant from year to year with the consent of the Company and at the Takaful contribution rate as may be prescribed by the Company.

### 2. General Provision

The following clauses/sections may be added to the Teachers Takaful Plan Certificate in consideration of the application thereof and of payment of additional Takaful contribution.

## GF4: THE CASH WARD ALLOWANCE BENEFIT

### 1. COVERAGE

Subject to the other provisions of this Clause/Section and this Certificate, in the event that during the period of Takaful the Participant is warded and confined in any Hospital as hereinafter defined for treatment of Injury (hereinafter defined) on the recommendation of a registered Medical Practitioner, the Company will, upon receipt and approval of proof, pay the Cash Ward Allowance Benefits shown in the Schedule for the period during which the Participant shall be a registered in-patient of the Hospital with a minimum of six (6) consecutive hours of confinement but not exceeding the number of days specified in the attached schedule provided that under no circumstances shall the Company pay more than the allowed limit.

## 2. DEFINITIONS

Unless the context otherwise requires, in this Clause/Section the following words and expressions shall have the following meanings:-

- (a) **'Injury'** means any bodily injury resulted directly and independently of all other causes from accidental bodily injury effected solely through external, violent and accidental means, of which (except in the case of accidental drowning or of internal injury revealed by autopsy) there is evidence of a visible contusion or wound on the exterior of the body.
- (b) **'Registered Medical Practitioner'** shall mean a person qualified by degree in medicine and is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his/her practice.
- (c) **'Hospital'** shall mean any lawfully operating institution, which has twenty-four (24) hours a day nursing services with registered nurses, one or more physicians available at all times and organized facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing rest for convalescent home or home for the aged or similar establishment.

## 3. NOTICE AND PROOF OF CLAIMS

Notwithstanding anything herein contained to the contrary:-

- (a) Written notice of claims must be given within ninety (90) working days after the date of commencement of confinement in the hospital;
- (b) Affirmative proof/evidence of hospitalisation in such forms as the Company may prescribe must be furnished to the Company at the expenses of the Participant after the date of discharge from the Hospital. The Company shall not be liable to make any payment of the benefit if affirmative proof/evidence is not submitted within the said period;
- (c) Failure to give notice within such time shall not invalidate any claims if it can be shown that it had not been reasonably possible to give such notice within the required period and that such notice was given to the Company as soon as it was reasonably possible to do so.

## 4. MEDICAL EXAMINATION

The Company shall have the right to examine the Participant whenever it may reasonably require.

## 5. TERMINATION OF COVER

The Cover for the Participant under this Clause/Section shall terminate on:-

- (a) Termination of this Clause/Section or the Takaful Contract; or
- (b) The expiry date of the period of Takaful for the Cover as stipulated in the Schedule.

## 6. ADDITIONAL EXCLUSION

In addition to the General Exclusions mentioned above, the Company shall not be liable to pay any hospitalisation benefit if the Participant is warded and confined in any Hospital in relation to or in connection with or as a result of:-

- (a) Pregnancy, miscarriage or child birth, menorrhagia; or
- (b) Mental or nervous disorder, alcoholism, drug; or
- (c) Cosmetic or plastic surgery or any elective surgery or congenital anomalies; or
- (d) Dental care or surgery unless necessitated by injury cause by an accident; or
- (e) General checkup, convalescence, custodial or rest care; or
- (f) Any resultant health condition and/or body condition of the Participant due to or caused by or as a result of the bodily injury, disease or illness for which medical treatment was sought/was given.

## **GF7: THE FUNERAL EXPENSES BENEFIT**

### **1. COVERAGE**

In the event of death of the Participant, subject to the Terms of this Certificate and this Clause/Section and upon satisfactory proof, the Company shall pay the funeral expenses benefit shown in the Schedule to the beneficiary(ies) of the Participant within forty-eight (48) working hours.

the following documents are required as valid proof by the Company to pay the funeral expenses benefit:-

- i. Copy of Identification Card of the Participant;
- ii. Copy of Identification Card of the beneficiary(ies);
- iii. Death Certificate (If available).

### **2. TERMINATION OF COVER**

The Cover for the Participant under this Clause/Section shall terminate on:-

- (a) Termination of this Clause/Section; or
- (b) The expiry date of the period of Takaful for the Cover as stipulated in the Schedule, whichever occurs earlier.

## **GF10: ADDITIONAL COVERAGE – PRE-EXISTING ILLNESS**

### **1. COVERAGE**

If the Participant dies or suffers/incurs Permanent Total Disablement or Disablement as a result of Pre-existing illness, then subject to the Terms of this Certificate and this Clause/Section and upon satisfactory proof:-

- (a) if Death or Permanent Total Disablement or Disablement occurs during the deferment period of this Takaful coverage (that is, ninety (90) working days from the commencement of this Takaful coverage), the Company shall only pay the Funeral Expenses benefit of B\$1,000.00 in the event of death of the Participant but no other benefits shall be payable.
- (b) if Death or Permanent Total Disablement or Disablement occurs after the said deferment period, the Company shall only pay ten per cent (10%) of the relevant benefits specified in the Schedule plus the funeral expenses benefit of BS1,000.00.

## **ADDITIONAL COVERAGE – REPATRIATION EXPENSES BENEFIT**

### **1. COVERAGE**

The Company will, subject to the Terms of this Certificate and this Clause/Section and upon satisfactory proof, pay the Participant the repatriation expenses if during the Period of Takaful the Participant shall sustain bodily injury or suffer from disease or illness resulting in death.

The amount of the said repatriation benefit to be paid to the Participant shall be equal to the actual charges incurred for repatriation of the Participant from Brunei Darussalam to his/her country of origin/region or from other country or region to Brunei Darussalam Provided That the total repatriation benefit payable under this Clause/ Section shall not exceed the maximum amount shown in the Schedule.

## **2. ADDITIONAL EXCLUSION**

In addition to the General Exclusions mentioned above, the Company shall not be liable to pay any Repatriation expenses/benefits in the any of the following events:-

- a) If Death of the Participant is caused directly or indirectly by the Participant or his/her family member(s);
- b) If Death of the Person Covered is caused by or due to or as a result of Pre-existing illness at the time of the Participant's application for the Takaful coverage.

## **CLAIMS**

### **1. NOTICE OF CLAIMS**

The Participant and/or his/her representatives must within ninety (90) working days from the date of an occurrence upon which a claim under this Certificate may be based give a written notice to the Company.

The aforesaid written notice to the Company must state:-

- (a) the particulars of the Participant; and
- (b) the circumstances of the death, injury, disease and/or illness (as the case may be).

Failure to furnish the aforesaid written notice within the aforesaid period shall not invalidate any claims if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

### **2. EXAMINATION**

Before the Company makes any payment of the benefit(s) under this contract of Takaful, the Company shall have the right and opportunity through its medical representatives to examine the Participant when and as often as it may reasonably require during the course of a claim hereunder and, in case of death, to investigate the circumstances of death.

### **3. PROOF OF CLAIMS**

In the event of an occurrence upon which a claim under this Certificate or contract of Takaful may be based, the Participant and/or his/her representatives must provide to the Company in writing such detailed particulars and evidence as may be reasonably required by the Company including but not limited to all reports, certificates and information relating to the accident, injury, disease and/or illness (as the case may be).

Where the Participant suffers/suffered Permanent Total Disablement defined in this contract of Takaful, affirmative proof/evidence must be submitted to the Company within nine (9) working months from the date of occurrence of the Disablement. The Company shall not be liable to make any payment of the benefit(s) if affirmative proof/evidence is not submitted within the said period.

All the documents, information and evidence required by the Company shall be furnished at the expense of the Company and shall be in such form and of such nature as the Company may prescribe.



#### **4. PAYMENT OF CLAIMS**

Unless otherwise stated, any payments under this Certificate shall be payable to the Participant, and in the event that any payment is made payable to the beneficiaries of the Participant, such beneficiaries shall be liable for any estate duty which may become payable in respect thereof.

Any receipt or discharge which the Participant and/or the beneficiaries of the Participant may give to the Company for any benefit under this Certificate shall be deemed a final and complete discharge of all liability of the Company.

#### **5. RESTRICTIONS**

If no notice of claim is received by the Company during the period of Takaful, then the Company shall not be liable to indemnify, pay or compensate the Participant under this contract of Takaful for any claim whatsoever.

#### **6. FRAUDULENT CLAIMS**

If the Participant or any person acting on his/her behalf makes any claim under this contract of Takaful knowing the claim to be fraudulent or exaggerated or make false declaration in support of any claim, then this contract of Takaful shall become void and all benefits shall be forfeited. The Company reserves the right to take legal action against the Participant in such event, and there shall not be a refund of the Takaful contribution.

#### **7. LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover under this contract of Takaful prior to the expiration of one (1) year from the date of commencement of occurrence.

#### **CLAIMS CONTACT DETAILS**

Please contact:

Claims Division, Head Office  
Insurans Islam TAIB Family Takaful Sdn Bhd  
Unit 6, Block A, Setia Kenangan II, Kiulap  
Bandar Seri Begawan BE1518  
Negara Brunei Darussalam

Telephone no: +673 222 3006