



Insurans Islam
Family Takaful Sdn Bhd

Company Registration No.: RC00008253

**AR-RIZQ SAVINGS TAKAFUL PLAN /
AR-RIZQ SAVINGS TAKAFUL PLAN
FOR RETIREMENT**

CERTIFICATE OF TAKAFUL FOR AR-RIZQ SAVINGS TAKAFUL PLAN/AR-RIZQ SAVINGS TAKAFUL PLAN FOR RETIREMENT

WHEREAS the person whose name is listed on the Schedule attached (hereinafter referred to as “**Schedule**”) as the Certificate Holder (hereinafter referred to as “the **Participant**”) by a written Proposal and Declaration has applied to Insurans Islam TAIB Family Takaful Sendirian Berhad (hereinafter referred to as “the **Company**”) in accordance with the terms and conditions set forth herein and has agreed that the written Proposal and Declaration is the basis of this Certificate.

NOW THIS CERTIFICATE WITNESSETH that if the Takaful installments stated in the Schedule are duly paid to the Company, the Company will, with satisfactory evidence in consideration of the below:

- I. Any incident upon which the Takaful benefits will be payable;
- II. The right(s) of a person(s) demanding any payment; and
- III. Participant’s date of birth, as stated in the Schedule, if such date has not been previously confirmed, pay the Takaful benefits (including any profit that may be due). It is hereby declared that the terms and conditions contained in this Certificate and any endorsement to this Certificate or Schedule made by the Company shall be deemed to be part of this Certificate.

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

- I. This Certificate together with the Schedule and any endorsements;
- II. 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
- III. Any subsequent written notices given by the Company to the Participant.

DEFINITIONS

In this Certificate, unless the context otherwise requires, the following terms have the following meanings:

“**Hospital**” shall mean any lawfully operating institution, which has twenty-four (24) hours a day nursing services with registered nurses, having one (1) or more physicians available at all times and having organised 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.

“**Injury**” means any bodily injury resulted directly and independently of all other causes from accidental bodily injury affected solely through external, violent and accidental means, of which there is evidence of a visible contusion or wound on the exterior of the body.

“**Permanent Total Disablement**” shall mean disability, whether caused by bodily injury or disease or illness or due to unknown cause, which wholly prevents the Participant from engaging in any business, or occupation or performing any work for compensation or profits, and the disability must continue uninterruptedly for a period of at least six (6) calendar months, with further confirmation by a medical officer. The loss of either 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 relating to arms and legs shall mean dismemberment by physical separation at or above the wrist and ankle; and in relation to eyes; loss shall mean total and irrevocable loss of sight. The word “**Disability**”, anywhere stated hereinafter shall mean Permanent Total Disablement as defined above and limited.

“The Person(s) added” shall mean:-

- I. The Participant’s spouse aged sixty-five (65) years and below. Only one (1) spouse is allowed to be covered under this Supplementary Contract. If the Participant should have more than one wife, the additional individual(s) shall be covered under a separate agreement.
- II. The Participant’s unmarried children over the age of fourteen (14) days but have not reached nineteen (19) years, and for any children who are still studying full time, the age limit is up to twenty-five (25) years. All children within the age range stated above will be covered automatically under this Supplementary Contract. Adopted children shall be covered under this Agreement. However, children from other spouses shall be covered under a separate agreement. Any illegitimate children, whether from previous or current marriages, shall not be covered in any agreement.

“Tabarru” is an agreement by a participant to relinquish as donation, which is a sum of contribution that he or she agrees to pay into the Takaful fund with the purpose of providing mutual indemnity to Takaful participants, where the *Tabarru’* acts as a mutual assistance and a joint guarantee in the event any fellow participants suffer from a defined loss.

“Al-Mudharabah” is a contract where participants act as Capital Provider (Rabbul Mal) and the Company as Takaful Operator (Mudharib) to manage the Takaful Fund including Syariah compliant investment activity. Any profits earned from such execution will be shared among the participants and the Company according to an agreed ratio.

TERMS AND CONDITIONS

- 1. THE CONTRACT** This Certificate, the Schedule, Proposal Form 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. ELIGIBILITY UNDER AR-RIZQ SAVINGS TAKAFUL PLAN**
On the effective date of coverage under this Certificate, the Participant must be:
 - I. Aged eighteen (18) years old to sixty (60) years old and the Certificate must mature before the Participant reaches the age of seventy (70) years old.
 - II. A citizen or permanent resident of Brunei Darussalam.
- 3. ELIGIBILITY UNDER AR-RIZQ SAVINGS TAKAFUL PLAN FOR RETIREMENT**
On the effective date of coverage under this Certificate, the Participant must be:
 - I. Aged eighteen (18) years old to fifty-five (55) years old or sixty (60) years old, and the Certificate must mature before the age of the Participant’s retirement.
 - II. A citizen or permanent resident of Brunei Darussalam.

4. PAYMENT FOR TAKAFUL INSTALLMENTS

Payment for Takaful installments, as stated in the Schedule, payable by the Participant will be divided and credited into the following accounts:

- I. A percentage of the Takaful contribution will be credited into the Participant's Account for the Participant's savings. The Takaful benefits will not be paid from this account.
- II. A percentage of the Takaful contribution will be credited into the Participant's Special Account and such percentage is obtained from the *tabarru'* table, which takes into account the age of the Participant and the period of Takaful. The Participant agrees to contribute a portion of the Takaful contribution and the profits from investments are credited to the Participant's Special Account as *tabarru'* for the purpose of solidarity, brotherhood and cooperation between the participants, subject to the terms and conditions set forth in this Certificate. The Takaful benefits will be paid from this account.

For the participants participating with additional benefits as stated in the Schedule attached to the Supplementary Contract, the additional Takaful contribution paid by the Participant will be credited into the Group Family Takaful Account (hereinafter referred to as "**GFTA**"). The Takaful benefits will be paid from the GFTA in the event of any additional coverage claims as stated in the Schedule of this Certificate subject to all the terms and conditions set forth in the Supplementary Contract.

5. INVESTMENT OF TAKAFUL INSTALLMENT AND PROFIT SHARING

The Company shall invest the Takaful installments paid by the Participant in accordance with the rulings of Syariah. Any profits generated from the investments for each month shall be distributed in accordance with the principle of *Al-Mudharabah* based on the following ratios:

- I. Seventy per cent (70%) shall be credited into the Participant's Account and the Participant's Special Account according to the ratio of the amount of money in those accounts; and
- II. Thirty per cent (30%) shall be paid to the Company.

The net surplus, if any, from the GFTA will be shared in the ratio of forty per cent (40%) to the Participant and sixty per cent (60%) to the Company.

6. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the Participant from refund/surrender/maturity/termination/claim that is BND5.00 and below, the Participant agrees for the Company to donate to charity such amount which will be utilized as '*amal jariah*' on behalf of the Participant.

7. GRACE PERIOD

- I. The annual, half-yearly or quarterly Takaful installments will be given a thirty (30) calendar days' grace period for payment, and monthly Takaful installments will be given fifteen (15) calendar days' grace period for payment. An official receipt will be issued by the Company for such payment. In the event the Participant dies within the grace period, the unpaid Takaful instalment shall be deducted from the Takaful benefits.
- II. If the Takaful instalment is not paid within ninety (90) calendar days, the Participant shall be deemed as having surrendered this Certificate.

8. COOLING OFF PERIOD

Notwithstanding anything herein contained to the contrary, if the Participant should find that this Certificate and this contract of Takaful do not meet the Participant's needs and/or requirements, the Participant may cancel this Certificate and this contract of Takaful within fourteen (14) calendar days after the commencement date of this Certificate. In the event of such occurrence, the Participant shall be entitled to the full refund of the Takaful contribution paid without surplus from the Company provided that no claim has been made prior to the cancellation of this Certificate and this contract of Takaful.

9. SURRENDER OF CERTIFICATE

In a situation of unavoidable circumstances, the Participant may elect to surrender this Certificate. The Participant, who surrenders this Certificate, whether by the enforcement of Clause 4 (II) above or at his or her own election, shall be deemed to have agreed to relinquish all balances remaining in the Participant's Special Account as referred to in Clause 4 (II) above and a surrender fee of BND15.00 will be charged from the Participant's Account.

10. PAYMENT OF TAKAFUL BENEFITS

- I. In the event the Participant dies before the Date of Maturity of the Certificate as stated in the Schedule, the Company will pay to the rightful claimant, the Administrator, Executor and Nominee the following Takaful benefits:-
 - a. All balances payable to the deceased Participant from his Participant Account prior to the date of his death as stated in Clause 4 (I) above; and
 - b. The remaining balance of the Takaful installments from the date of the Participant's death until the Date of Maturity of this Certificate.
- II. The payment of Takaful benefits from the Participant's Special Account is subject to the following conditions:-
 - a. The information and particulars disclosed and declared by the Participant in the Proposal and Declaration are true and correct;
 - b. The death of the Participant was not caused by or arising out of suicide and other reasons prohibited by the law and/or Syariah;
 - c. The Participant had not requested to surrender this Certificate prior to the date of his death;
 - d. On the date of the Participant's death, the Takaful installments had been paid and were not overdue from the payment period as stipulated in Clause 4 (II).

11. PAYMENT AT MATURITY

Upon the maturity of this Certificate as stated in the Schedule, the Participant will receive all balances due from the Participant's Account and any surplus, if any, from the Participant's Special Account as stated in the Company's final assessment.

12. RETAKAFUL

The Company may, in its sole discretion, seek Retakaful from any sources that it deems fit for the benefit of the Participant.

13. 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.

Proof of age is required before the Company pays any benefit under this contract of Takaful.

14. MISSTATEMENT OF AGE

If the age of the Participant was misstated in his/her Proposal Form, then no benefit will be payable in respect of that Participant.

15. RENEWAL

The Basic Certificate and Supplementary Contract may be renewed with an advance payment of the Takaful contribution based on the rate quoted during the renewal. A grace period of thirty (30) calendar days from the date of renewal shall be allowed for annual, half-yearly and quarterly payment of Takaful contribution and a grace period of fifteen (15) calendar days shall be given for monthly payment of Takaful contribution after the date of the Takaful contribution is payable.

The Company reserves the right to increase the rate of the Takaful contribution under the Basic Certificate and Supplementary Contract at any time by giving the Participant ninety (90) calendar days notice in writing.

16. TERMINATION

This Basic Certificate shall automatically be terminated:-

- I. In the event the Takaful contribution in this Supplementary Contract and in the Basic Certificate remains unpaid at the end of the grace period; or
- II. If the Basic Certificate has matured, expired or is terminated; or
- III. A valid claim made for the benefit under Death due to bodily injury, illness or disease or an unknown cause, whichever occurs earlier.

The Company reserves the right to terminate the Basic Certificate or any of the Supplementary Contracts at any time by giving ninety (90) calendar days notice in writing to the Participant. Upon termination of the Basic Certificate or any of the Supplementary Contracts, the Company shall return the unearned portion of the Takaful contribution paid by the Participant. Any cancellation shall be without prejudice to any claim arising prior to the date of the cancellation.

17. ADDITIONAL CONTRIBUTION

In the event the Participant participates in any of the Supplementary Contracts for additional benefits, the Participant must pay additional contribution to the Company according to the amount stated in the Schedule.

18. 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, then to the decision of two (2) Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties and in case of disagreement between the Arbitrators, then the difference shall be referred to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of Award shall be condition precedent to any right of action against the Company.

If the Company offers an amount in settlement or disclaims liability for any claim hereunder, and such claim is not within twelve (12) calendar months from the date of such an offer or disclaimer referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to be abandoned and the Company shall have no liability in respect of it.

19. 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.

20. 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 or at such other address as the Company shall notify the Participant in writing from time to time.

21. GOVERNING LAW

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

SUPPLEMENTARY CONTRACT FOR ADDITIONAL TAKAFUL BENEFITS FOR PERMANENT TOTAL DISABLEMENT

THE COMPANY HEREBY COVERS the person whose name is stated as a Participant in the Schedule for Ar-Rizq Savings Takaful Plan/Ar-Rizq Savings Takaful Plan for Retirement Certificate (hereinafter referred to as "**Basic Certificate**") in which this Supplementary Contract is attached, subject to all the terms and conditions provided. Additional *tabarru'* rate shall apply under this Supplementary Contract.

If, during this Supplementary Contract, the Participant suffers a Permanent Total Disablement, the Company will, subject to the terms hereunder, provide the following benefits:-

1. TAKAFUL BENEFITS

Payment of Takaful benefits will be made in full for death benefit as stated under the Basic Certificate after the Disability has been confirmed by a registered medical practitioner.

2. 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:-

- I. 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 or usurped power.
- II. Any act of any person acting on behalf of or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.
- III. 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.
- IV. Any breach of the law by the Participant or any assault provoked by him/her.
- V. Suicide, attempted suicide or self-inflicted injuries by the Participant whilst sane or insane.
- VI. Pre-existing illness (unless otherwise stated).
- VII. 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.
- VIII. Any unlawful act(s) and other causes prohibited by the law and/or Syariah.
- X. Any related mental illness or mental disorder as defined under Brunei Darussalam Mental Health Order 2014.
- XI. Any pandemic and related causes.
- XII. 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 diving in any form of race or competition and risky activities, under-water activities involving the use of breathing apparatus (unless otherwise stated).
- XIII. Using any wood-working machinery driven by mechanical power (unless otherwise stated).
- XIV. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
- XV. 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).
- XVI. Any wilful act or reckless act of the Takaful Participant.

- XVII. 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. 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 (unless otherwise stated).
- XVIII. Service in the army, navy and air force during the war (whether war was declared or not) or service in military operations or restoring public order.
- XIX. 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.
- XX. Venereal disease, infection or parasites.

GENERAL TERMS

1. NOTICE OF CLAIM

A notice of claim in writing must be sent to the Company within ninety (90) calendar days from the date of occurrence of the Disability. However, failure to give such notice to the Company within the said period shall not invalidate any claims provided that it was shown not to have been reasonably possible to furnish such notice within the stated period and that such notice was furnished to the Company as soon as it was reasonably possible.

2. PROOF OF DISABILITY

Where the Participant suffers from Permanent Total Disablement, affirmative proof or evidence must be submitted to the Company within nine (9) calendar months from the date of the occurrence of the Disability. The Company shall not be liable to make any payment of the benefit(s) if affirmative proof or evidence is not submitted within the said period.

3. EXPENSES OF FURNISHING PROOF OF DISABILITY

All expenses incurred in furnishing proof of Disability shall be borne by the Participant unless the Company requests for further proof, in which case, the Company will bear the expenses incurred.

4. PROOF OF CONTINUOUS DISABILITY

Even though proof of Disability may have been deemed satisfactory by the Company, the Company reserves the right to require the Participant to furnish proof of the continuance of such Disability, when and as often as it may reasonably require.

5. LEGAL PROCEEDINGS

No action at law or expiration of one (1) year or at end of the two (2) years period or in equity shall be brought to recover the Supplementary Contract prior to the date of the Disability.

6. TERMINATION

This Supplementary Contract shall automatically be terminated:-

- I. In the event the Takaful contribution in this Supplementary Contract and in the Basic Certificate remains unpaid at the end of the grace period; or
- II. If the Basic Certificate has matured, expired or is terminated; or
- III. On the date the full benefit of a Permanent Total Disablement claim for that Participant is approved.

7. REINSTATEMENT

In the event that this Supplementary Contract lapses due to unpaid Takaful contribution, the Supplementary Contract may be reinstated with the Company's consent. This reinstatement shall only cover Permanent Total Disablement which occurs after such reinstatement.

This Supplementary Contract is only effective from the date of the endorsement of the Basic Certificate unless the Supplementary Contract is issued together with the Basic Certificate and referred to the relevant Schedule.

SUPPLEMENTARY CONTRACT FOR ADDITIONAL TAKAFUL BENEFITS FOR DEATH AND PERMANENT TOTAL DISABLEMENT DUE TO ACCIDENT

THE COMPANY HEREBY COVERS the person whose name is entered as a Participant in the Schedule of the Ar-Rizq Savings Takaful Plan/Ar-Rizq Savings Takaful Plan for Retirement (hereinafter referred to as the "Basic Certificate") to which this Supplementary Contract is entered into, subject to all the terms and conditions contained in this Supplementary Contract.

IF, DURING THIS SUPPLEMENTARY CONTRACT, the Participant suffers an injury, the Company will, upon receipt and approval of proof of such injury, pay a sum of money for the injury provided that such injury occurs within ninety (90) calendar days from the date of the accident. The total benefit is expressed as a percentage of the Sum Covered as stated in the Schedule.

TABLE OF BENEFITS

<u>Description of Injury</u>	<u>PERCENTAGE OF SUM COVERED</u>
1. Death (due to accident)	100%
2. Loss of sight	
a) both eyes	100%
b) one eye	50%
3. Loss of hearing	
a) both ears	50%
b) one ear	10%
4. Loss of speech	50%
5. Loss of arm	
a) at shoulder	50%
b) below wrist	50%
6. Loss of leg	
a) at hip	50%
b) below knee	50%
7. Loss of	
a) four fingers and thumb of one hand	50%
b) four fingers of one hand	40%

c) Thumb	
- both phalanges	25%
- one phalanx	10%
d) Index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
e) Middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
f) Ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
g) Little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
h) Metacarpals	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
i) Loss of toes	
- all	15%
- great, both phalanges	5%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	1%

Permanent total loss of use of member shall be treated as loss of member.

Where any partial Permanent Disablement is not specified in the list above, other than loss of sense of taste or loss of smell, the Company will adopt the percentage of the Disability where in the Company's view is consistent with the above conditions and without taking into account the Participant's occupation.

The aggregate of all percentages payable for any one (1) accident and any period of Takaful shall not exceed one hundred per cent (100%) of the Sum Covered.

EXCLUSIONS

1. The Company shall not be liable under the Supplementary Contract for any death or damage caused directly or indirectly arising out of or caused by the following reasons:-
 - I. Intentional self-injury, suicide, attempted suicide (whether felonious or not), provoked assault, intoxication, drugs, insanity, venereal disease, or any physical defect or infirmity, childbirth or pregnancy.
 - II. 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.
 - III. The Participant being in or upon or entering into or alighting from or descending or falling from aircraft of any kind except a fully licensed standard type fixed-wing aircraft owned and/or operated by a recognised air transport organisation providing regular air services between duly established airports in which the Participant is travelling as a fare-paying passenger.
 - IV. Anthrax, blood poisoning, erysipelas, ptomaine poisoning, pneumonia, septicemia and/or tetanus.
 - V. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, civil commotions, military uprising, rebellion, revolution, military insurrection or usurped power and any claim made hereunder, the Participant, when required by the Company, shall prove that the claim exists independently of and is not in connection with or contributed to by any of those incidents and if the Participant fails to furnish such proof, the Company shall not be liable to pay any claims made by the Participant.
 - VI. Service in the armed forces or army at the time war was declared or not or in the event of war or civil riot.
 - VII. Acquired Immune Deficiency Syndrome (AIDS) or other related condition.
 - VIII. Any other reasons prohibited by the law and/or Syariah.
2. This Supplementary Contract does not cover any accident, directly or indirectly caused by or contributed by or arising from ionising, radiation or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
3. The benefits provided in this Supplementary Contract shall not include or cover any accident and/or injury, directly or indirectly caused by or contributed by or derived from nuclear weapons.

GENERAL TERMS

1. ENTIRE AGREEMENT

This Supplementary Contract and Proposal constitutes the entire agreement. All statements made in the proposal must be without fraud, which is considered as information and not as collateral. No amendments to this Supplementary Contract shall be deemed valid except with the approval of a person authorised by the Company and such approval is endorsed hereunder.

2. NOTICE OF CLAIM

A written notice of claim of any injury must be given to the Company within ninety (90) calendar days after the date of the accident causing such injury. In the event the Participant dies due to an accident, a written notice of claim must be submitted as soon as possible to the Company. The notice served by or on behalf of the Participant or the representative, to the Company, with full particulars to identify the Participant, shall be considered as notice to the Company. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

3. PROOF OF DISABILITY

Where the Participant suffers from Permanent Total Disablement, affirmative proof or evidence must be submitted to the Company within nine (9) calendar months from the date of the occurrence of the Disability. The Company shall not be liable to make any payment of the benefit(s) if affirmative proof or evidence is not submitted within the said period.

4. SUBMISSION OF PROOF OF DISABILITY

Proof of Disability must be submitted to the Company within ninety (90) calendar days after the Disability occurred.

5. MEDICAL EXAMINATION

The Company reserves the right to instruct a registered medical practitioner to further examine the Participant's body at any time as it deems necessary and in the event of death, request an investigation into the possible causes of death.

6. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover this Supplementary Contract prior to the expiration of sixty (60) calendar days after the proof of claim has been filed in accordance with the terms of the Supplementary Contract, and no action shall be taken unless such action is taken within two (2) years from the date of the termination at any time the proof of claim is required by this Supplementary Contract.

7. TERMINATION

This Supplementary Contract shall be automatically terminated:-

- I. If any Takaful contribution on this Supplementary Contract or on the Basic Certificate remains unpaid at the end of the grace period; or
- II. If the Basic Certificate matures, expires, or is terminated; or
- III. In the event a valid claim is made according to the amount payable stated in the Table of Benefits under this Supplementary Contract.

Termination of this Supplementary Contract shall be made without prejudice to any claim arising prior to such termination. The payment or acceptance of any Takaful contribution after the termination of this Supplementary Contract shall not create any liability, however, the Company shall not refund any Takaful contribution.

8. REINSTATEMENT

If this Supplementary Contract lapses due to non-payment of Takaful contribution, it may be reinstated with the consent of the Company. Such reinstatement shall only cover disability due to accident which occurs thereafter.

9. CHANGE OF OCCUPATION

Notwithstanding anything to the contrary, it is hereby agreed that the Company reserves the right to repudiate any claim arising from any loss or disability caused directly, wholly or partly, due to a change of occupation from a non-hazardous occupation to a more hazardous occupation of which the Company has not been notified. It is the Participant's obligation to notify the Company of any change of occupation after the issuance of this Supplementary Contract.

This Supplementary Contract is only effective from the date of the endorsement of the Basic Certificate unless the Supplementary Contract is issued together with the Basic Certificate and referred to the relevant Schedule.

ADDITIONAL BENEFITS FOR HOSPITALISATION

THE COMPANY HEREBY SHALL COVER the person whose name is entered as a Participant in the Schedule for Ar-Rizq Savings Takaful Plan/Ar Rizq Savings Takaful Plan for Retirement (hereinafter referred to as the "**Basic Certificate**"), with additional Takaful contribution, in which this Supplementary Contract is attached subject to all terms contained in this Supplementary Contract.

IF, DURING THIS SUPPLEMENTARY CONTRACT, the Participant is admitted to any hospital ward in Brunei Darussalam, Malaysia, Singapore and Saudi Arabia, on the advice of a registered medical practitioner, the Company will, upon receipt and approval of any proofs, pay hospital ward benefits as stated in the Schedule of the Basic Certificate in respect of:

1. Illness occurring more than thirty (30) calendar days after the Date of Entry into the country where the Participant is admitted to a hospital ward, or date of reinstatement of this Supplementary Contract whichever is the later, for the period during which the Participant is hospitalised for a minimum of six (6) hours; or
2. Injury occurring after the Date of Entry into the country where the Participant is admitted to a hospital ward or the effective date of this Supplementary Contract, whichever is the later, for the period during which the Participant is admitted to the hospital for a minimum of six (6) hours but not exceeding fifty-two (52) weeks.

In any event, the Company will not pay for any hospital ward benefits for the period of hospital admission which exceeds the number of days stated in this Supplementary Contract.

EXCLUSIONS

1. This Supplementary Contract does not cover for any admission to the hospital ward which occurs either directly or indirectly from the following reasons:-
 - I. Any illness or injury resulting directly or indirectly, in whole or in part, from:
 - a. Attempted suicide or intentional self-injury whether sane or insane; or
 - b. War, whether declared or not, strikes, riots, civil wars, revolutions or any warlike operations; or

- c. Service in the armed forces or army at the time war was declared or not or in the event of war or civil riot; or
 - d. Any act or attempt to violate the law or opposition from any arrest.
- II. Incidents caused by pregnancy, miscarriage, childbirth; or
- a. Mental or nervous disorder, alcoholism, drug abuse; or
 - b. Cosmetic or plastic surgery or any elective surgery or congenital anomalies; or
 - c. Dental care or surgery unless necessitated by injury caused by an accident; or
 - d. General health check-up, convalescence, or rest care.
- III. Medical or surgical services for tonsils, adenoids, hernia or parasitic diseases that invade the female organs which causes the Participant to be continuously covered under this Supplementary Contract for a period of more than one hundred twenty (120) days immediately following any treatment or surgery.
- IV. Acquired Immuno-Deficiency Syndrome (AIDS) or other related illness.
- V. Any other reasons prohibited by the law and/or Syariah.

GENERAL TERMS

1. ENTIRE AGREEMENT

This Supplementary Contract and Proposal constitutes the entire agreement. All statements made in the proposal must be without fraud, which is considered as information and not as collateral. No amendments to this Supplementary Contract shall be deemed valid except with the approval of a person authorised by the Company and such approval is endorsed hereunder.

2. NOTICE OF CLAIM

A notice of claim in writing must be sent to the Company within ninety (90) calendar days after the hospital admission. However, failure to give such notice to the Company within the said period shall not invalidate any claims provided that it has shown not to have been reasonably possible to furnish such notice within the stated period and that such notice was furnished to the Company as soon as it was reasonably possible.

3. PROOF OF HOSPITAL ADMISSION

Affirmative proof of admission as required by the Company must be furnished to the Company within thirty (30) calendar days after leaving the hospital.

4. MEDICAL EXAMINATION

The Company reserves the right to instruct a registered medical practitioner to further examine the Participant whenever it may reasonably require.

5. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover this Supplementary Contract prior to the expiration of sixty (60) calendar days after the proof of claim has been filed in accordance with the terms of the Supplementary Contract, and no action shall be taken unless such action is taken within two (2) years from the date of the termination at any time the proof of claim is required by this Supplementary Contract.

6. TERMINATION

This Supplementary Contract shall automatically be terminated:-

- I. In the event the Takaful contribution in this Supplementary Contract and in the Basic Certificate remains unpaid at the end of the grace period; or
- II. If the Basic Certificate has matured, expired or is terminated; or
- III. On the date a full benefit of Permanent Total Disablement claim for that Participant is approved.

The termination of this Supplementary Contract shall be made without prejudice to any claim arising prior to such termination. The payment or acceptance of any Takaful contribution after the termination of this Supplementary Contract shall not create any liability and instead, the Company shall refund any such Takaful contribution.

7. REINSTATEMENT

If this Supplementary Contract lapses due to non-payment of Takaful contribution, it may be reinstated with the consent of the Company. Such reinstatement shall only cover admission to the hospital ward which occurs after.

8. ASSIGNMENT

No authority under the Basic Certificate has the right to receive any benefit paid under the Supplementary Contract.

This Supplementary Contract is only effective from the date of the endorsement of the Basic Certificate unless the Supplementary Contract is issued together with the Basic Certificate and referred to the relevant Schedule.

SUPPLEMENTARY CONTRACT FOR KHAIRAT FAMILY TAKAFUL PLAN

WHEREAS THE COMPANY SHALL COVER the Person(s) added, participating in the Ar-Rizq Savings Takaful Plan/Ar-Rizq Savings Takaful Plan for Retirement with the benefits of Khairat Family Takaful Plan, subject to all provisions hereunder contained in this Supplementary Contract.

IF, DURING THIS SUPPLEMENTARY CONTRACT, the Person(s) added dies, the Company will, upon receipt and validation of any proof, shall pay the Participant or rightful claimant, the amount of benefit for the Supplementary Contract as stated in the Schedule.

NO BENEFITS WILL BE PAID under this Supplementary Contract for death due to any existing illness or injury at the date of the application until after twelve (12) calendar months of this Takaful coverage is in force as stated in the Schedule.

TERMINATION

This Supplementary Contract will be terminated automatically:-

- I. In the event the Takaful contribution in this Supplementary Contract and in the Basic Certificate remains unpaid at the end of the grace period; or
- II. If the Basic Certificate is matured, expired or is terminated; or
- III. If the Person(s) added makes any claims that prior to the termination date of the Basic Certificate, this Supplementary Contract will expire. However the coverage under the Basic Certificate will still be in force.

Coverage of the Person(s) added shall terminate:

- I. On the expiry date of this Supplementary Contract; or
- II. On the date the person(s) is/are no longer eligible as Person(s) added as defined in this Supplementary Contract; whichever comes first.

The termination of this Supplementary Contract shall be made without prejudice to any claims arising prior to such termination. The payment or acceptance of any Takaful contribution following the termination of this Supplementary Contract will not constitute any liability and instead, the Company will refund any such Takaful contribution.

This Supplementary Contract is only effective from the date of the endorsement of the Basic Certificate unless the Supplementary Contract is issued together with the Basic Certificate and referred to the relevant Schedule.