



INSURANS ISLAM TAIB FAMILY TAKAFUL

PERSONAL HOME ASSISTANT TAKAFUL PLAN CERTIFICATE

PERSONAL HOME ASSISTANT 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 WITNESSETH that if the Takaful contribution stated in the Schedule is duly paid to the Company, then during the period of Takaful as described in the Schedule:-

- (a) in the event of death of the Participant; and/or
 - (b) in the event that the Participant sustains Permanent Total Disablement*,
- as a result of accident or disease or illness or unknown cause, then the Company will pay to the financier of the Participant stated in the Schedule (hereinafter called '**the Financier**') (or to such person(s) as the Company agrees in writing) the appropriate benefit(s) as specified in the Schedule which is based on the Table of Reducing Sum Covered for the purpose of settling the amount still owing to the Financier under the financing provided by the Financier stated in the Schedule (hereinafter called '**the Facility**') subject to the terms, limitations, exclusions and conditions contained in this Certificate, 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 Participants.

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/or the Person Covered 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 PERSON COVERED

During the period of takaful, the Person Covered must be:-

- (a) between the age of 18 to 55 years old; and
- (b) under the immediate employment of the Participant and holds a valid work permit in respect of such employment that has not been cancelled whether temporarily or otherwise.

4. THE BENEFITS

The maximum limits of benefits payable by the Company for each claim and in the aggregate for one period of takaful are as stated in the Schedule and in the Table of Benefits herein.

5. TERRITORIAL LIMIT

This takaful coverage applies anywhere in Brunei Darussalam but shall not apply to anywhere outside Brunei Darussalam except when the Company states otherwise.

6. RECORDS AND REPORTS

The Participant shall keep a record of the Person Covered as well as the essential particulars of this takaful plan. The Participant shall immediately furnish to the Company such information concerning or relating to the Person Covered as may be reasonably required for the purpose of administering this takaful plan and/or for the purpose of determining the takaful contribution rates payable by the Participant. The Participant shall allow the Company to inspect such records on the Person Covered 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.

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 and/or the Person Covered.

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.

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

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 any Person Covered under this Certificate, the Company will pay, upon satisfactory proof, the benefits payable under this Certificate to the Participant or his / her successor in title as trustees for the Person Covered.

11. ALTERATION OF CERTIFICATE

This Certificate may, at any time, be amended and changed, without the consent of the Person Covered or any other persons having a beneficial interest therein upon written request being made by the Participant and agreed to by the Company but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to such terms and provisions the Company may imposed.

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

12. RENEWAL OF CERTIFICATE

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.

This Certificate shall not be renewable in respect of any Person Covered after the end of the period of takaful during which such Person Covered attains the age of 55 years old.

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

All takaful coverage under this contract of takaful for the Person Covered shall automatically terminate upon the Person Covered attaining the age of 55 years old without prejudice to any claim arising prior to the date of termination.

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

This Certificate may be cancelled by the Participant by serving at least seven (7) days' notice in writing to the Company.

13. COOLING OFF PERIOD

If the Participant should find that the Certificate does not meet his needs, he may return it within fourteen (14) days after the commencement date of certificate. In such event, provided no claim has been made during the current Certificate year, the Participant shall be entitled for a full refund of the contribution paid without profit.

14. CANCELLATION OF CERTIFICATE

Participant may surrender/cancel/perform endorsement delete to the Certificate before the certificate expiry date in which IITFT 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.

15. NON ASSIGNMENT

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

16. EXISTING HEALTH CONDITION

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').

The Participant and/or the Person Covered is/are considered to have reasonable knowledge of a Pre-existing illness where:-

- (a) a Person Covered 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.

Notwithstanding anything herein contained to the contrary, if the Person Covered dies as a result of Pre-existing illness, then:-

- (a) if death occurs during the deferment period of this takaful coverage (that is, ninety (90) days from the commencement of this takaful coverage), the Company shall not be liable to pay any amount of benefits
- (b) if death occurs after the said deferment period, the Company shall pay the amount of benefits specified in the Schedule subject to the Terms in this Certificate and this Clause and upon satisfactory proof.

17. MISSTATEMENT OF AGE

If, at the correct age, the Person Covered would not have been eligible for coverage under this Certificate, no benefit will be payable.

18. PREVENTION OF ACCIDENT, DISEASE AND ILLNESS

The Participant and the Person Covered shall take all reasonable precautions to safeguard the Person Covered against accidents, diseases and illnesses and shall comply with all statutory obligations.

19. 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 (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 the Arbitrators do not agree to the decision of an Umpire 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 an Award shall be a 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.

20. CONTRIBUTION WARRANTY

The takaful contribution due and payable by the Participant must be paid and received in full by the Company within thirty (30) days 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 and the Company shall be entitled to the pro-rate takaful contribution for the period they have been on risk.

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 TAKAFUL 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 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 maybe 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 claim management. In this *Wakalah* arrangement, The Company will charge a fee of 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 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 Fund;
- (c) pay all expenses incurred by the Company in investing the 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 Fund; and
(d) pay all expenses that are necessary to manage the Fund (including but not limited to all costs and expenses incurred by the Company in managing the investment of the Fund or any part thereof) out of the 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 70% to the Participants' Fund and 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.

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.

24. 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, The Company will donate to charity which will be utilized as 'amal jariah' on behalf of the participants.

25. SUBROGATION

In the event of a claim by the Participant and/or the Person Covered under this takaful plan, the Company shall be entitled to undertake in the name and on behalf of the Participant and/or the Person Covered 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 and/or the Person Covered to recover compensation or secure indemnity from any third party in respect of anything covered by this takaful plan. The Participant 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.

28. LANGUAGE VERSION

In the event of any discrepancy between the English and Bahasa Melayu versions of this contract of takaful, the English version shall be definitive for all purposes of this contract of takaful.

GENERAL EXCLUSIONS

The Company shall not be liable to the Participant and/or the Person Covered 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 Person Covered or any assault provoked by him / her.
5. Suicide, attempted suicide or self-inflicted injuries by the Person Covered whilst sane or insane.

6. Pre-existing illness.
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 the Syariah.
9. Terrorism and Sabotage.
10. Emotional, mental or psychiatric illness or psychological disorder, psychogeriatric or psychiatric condition, stress, anxiety and depression.
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. Involvement In any underwater activity necessitating the use of artificial breathing apparatus.
14. Under the influence of alcohol, misuse of drugs and/or hallucinogenic substances.
15. Pregnancy, miscarriage, abortion, child birth, sterilization or menopause or related complications.
16. Any willful act or willful negligence of the Participant and/or the Person Covered.

SECTION 1: PERMANENT TOTAL DISABLEMENT

1. DEFINITION

Permanent Total Disablement shall mean disability, whether caused by bodily injury or disease or illness, which wholly prevents the Person Covered 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) 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 "disability", whenever it hereinafter appears, means Permanent Total Disablement as above defined and limited.

2. ADDITIONAL EXCLUSIONS

In addition to the General Exclusion mentioned above, the Company shall not be liable to the Participant and/or the Person Covered 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 Person Covered is 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 airforce, 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 Person Covered 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 Person Covered 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 on:-

- (a) Termination of this takaful contract; or
- (b) The expiry date of the period of takaful as stipulated in the Schedule; or
- (c) On the date the Person Covered attain the age of 55 years old, whichever occurs earlier.

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 claim 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 the relevant amount of benefit specified in the Schedule in the event that during the period of takaful any of the Person Covered dies due to illness or disease or an unknown cause.

2. ADDITIONAL EXCLUSION

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

3. AMOUNT OF BENEFITS AND PAYMENT OF 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 Disability due to illness or disease or an unknown cause occur, the Company liability is limited to one event whichever comes first.

4. TERMINATION OF COVER

The takaful coverage under this Section shall terminate on:-

- (a) Termination of this takaful contract; or
- (b) The expiry date of the period of takaful as stipulated in the Schedule; or
- (c) 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 Disability 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 the appropriate benefit(s) in the event that during the period of takaful any of the Person Covered 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 TOTAL DISABLEMENT.

2. ADDITIONAL EXCLUSION

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

- (a) Death or Disablement or any other loss cause 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 Person Covered 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 Person Covered would not be covered if he / she is involved in any technical operation or navigation whilst in the aircraft.
- (c) Death or Disablement or any other loss consequent upon the Person covered participation 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 the following benefit(s) in the following event(s):-

- (a) the relevant amount of benefit specified in the Schedule and the Table of Benefit in the event that the Person Covered 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 Benefit in the event that the Person Covered suffers total permanent disablement as described in the Table of Benefit (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 Disability due to accident occur, the Company liability is limited to one event whichever comes first.

4. TERMINATION OF COVER

The takaful coverage under this Section shall terminate on:-

- (a) Termination of this takaful contract; or
- (b) The expiry date of the period of takaful as stipulated in the Schedule; or
- (c) 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

Benefit	Nature	Percentage of the Sum Covered
A	ACCIDENTAL DEATH	100%
B	PERMANENT DISABLEMENT	
	Loss of two limbs	100%
	Loss of both hands, or of all fingers and both thumbs	100%
	Loss of two legs	100%
	Total loss of sight of both eyes	100%
	Permanent Total Disablement	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing total permanent disablement	100%
	Loss of arm at shoulder	75%
	Loss of arm between shoulder and elbow	70%
	Loss of arm at elbow	70%
	Loss of arm between elbow and wrist	60%
	Loss of hand at wrist	60%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers	40%
	Loss of thumbs	
	- both phalanges	35%
	- one phalanx	10%
	Loss of index finger	
	- three phalanges	10%
	- two phalanx	8%
	- one phalanx	4%
	Loss of middle finger	
	- three phalanges	6%
	- two phalanx	4%
	- one phalanx	2%
	Loss of ring finger	
	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	2%
	Loss of little finger	
	- three phalanges	5%
	- two phalanges	3%
	- one phalanx	2%

Loss of metacarpals	
- first or second (additional)	3%
-third, fourth or fifth (additional)	2%
Loss of toes	
- all, one side	20%
- great, both phalanges	10%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	1%
Loss of leg	
-above knee or on knee level	70%
-Below knee	50%
-Under foot (sole)	40%
Loss of Sight on one eye	30%
Loss of hearing	
- both ears	50%
- one ear	20%

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 any one Person Covered 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 in respect of that Person Covered. For all other losses less than 100% of the amount of the relevant takaful benefit covered, if having been paid, shall reduce the respective Person Covered'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.

ENDORSEMENTS

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 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 may be added to the Personal Home Assistant Takaful Plan Certificate in consideration of the application thereof and of payment of additional takaful contribution.

KA1: REPATRIATION EXPENSES BENEFIT

1. COVERAGE

The Company will, subject to the Terms of this Certificate and this Clause and upon satisfactory proof, pay the Participant the repatriation expenses if during the Period of Takaful the Person Covered 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 Person Covered from Brunei Darussalam to his / her country of origin Provided That the total repatriation benefit payable under this Clause shall not exceed the maximum amount shown in the Schedule.

2. ADDITIONAL EXCLUSION

In addition to the General Exclusion mentioned above, the Company shall not liable to pay any Repatriation expenses / benefit in the any of the following event:-

(a) If Death of the Person Covered is caused directly or indirectly by the Participant or his / her family members.

KA2: WORLDWIDE COVERAGE

1. COVERAGE

In consideration of takaful contribution paid or payable by the Participant, it is agreed that this takaful coverage for the Person Covered shall be worldwide on the condition that the Person Covered travels with the Participant during the course of his / her employment with the Participant under a valid employment contract and a valid work permit. -

Where the takaful coverage for the Person Covered also include the endorsement in KA3 (the Medical Expenses Benefit), then references to “hospital” in the Medical Expenses Benefit section shall also include any licensed / registered hospital in any country and references to “Medical Practitioner” shall also include any legally qualified and registered Medical Practitioner in any country.

2. ADDITIONAL EXCLUSION

In addition to the General Exclusion above, the Company shall not be liable to pay any benefits for any claims involving incidents outside Brunei Darussalam if:-

- (a) the Person Covered travels outside Brunei Darussalam on his / her contractual holidays / leave; and/or
- (b) the employment contract of the Person Covered with the Participant is terminated for whatsoever reason; and/or
- (c) the Person Covered does not hold a valid permit in respect of his / her employment by the Participant.
- (d) the Person Covered receiving treatment abroad by her own choice and not referred by the hospital and also without his/her employer traveling with him/her.

KA3: THE MEDICAL EXPENSES BENEFIT

1. COVERAGE

Subject to the other provisions under this Clause and this Certificate, in the event that during the period of takaful the Participant and/or the Person Covered incur(s) any medical, surgical or hospital expenses when the Person Covered is admitted to a licensed / registered hospital in Brunei Darussalam as a registered in-patient with a minimum of six (6) consecutive hours of confinement and not exceeding fifty two (52) weeks in connection with:-

- (i) any bodily injury of the Person Covered resulting solely and directly from an accident caused by violent, external and visible means; or
- (ii) a disease or an illness suffered by the Person Covered,

the Company will reimburse to the Participant such expenses necessarily incurred and paid by the Participant and/or the Person Covered Provided That the total amount of benefit paid under this Medical Expenses Benefit shall not exceed the amount stated in the Schedule in respect of any one accident or any one disease or any one illness (as the case may be) and subject to the excess of B\$50.00 being the first amount of such expenses to be borne by the Participant and/or the Person Covered for every claim before the Company pays the balance.

The Company will only reimburse the said expenses after it has received to its satisfaction the detailed account of the incident, accident, injury, disease and/or illness (as the case may be) requiring the medical treatment and the details of the medical treatment received.

The Company will reimburse the said expenses only if the medical, surgical or hospital expenses is incurred in respect of treatment given / provided by a legally qualified and registered Medical Practitioner in Brunei Darussalam and only for such expenses incurred within the period of takaful Provided That:-

- (a) in respect of a disease or an illness, such disease or illness occurs after thirty (30) days after the commencement date of this takaful coverage unless the Person Covered affected by such disease or illness has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage; or
- (b) in respect of a bodily injury, such bodily injury occurs after the commencement date of this takaful coverage.

The Medical Expenses benefit will also include the medically necessary follow-up treatment ordered by a legally qualified and registered Medical Practitioner in Brunei Darussalam to be rendered within thirty (30) days from the Person Covered's discharge from Hospital. Cover is restricted to follow-up treatment of the specific medical condition or injury for which the Person Covered received in-patient hospital treatment covered by this Certificate.

For the avoidance of doubt, unless the takaful coverage for the Person Covered include the endorsement in KA2 (Worldwide Coverage), “hospital” in this section means a licensed / registered hospital in Brunei Darussalam only and references to “Medical Practitioner” means a medical practitioner legally qualified and registered in Brunei Darussalam.

2. NOTICE AND PROOF OF CLAIM

Notwithstanding anything herein contained to the contrary:-

- (a) Written notice of claim under the Medical Expenses Benefit must be given to the Company within ten (10) days after the date of commencement of confinement in the hospital;
- (b) Affirmative proof/evidence of hospitalization in such forms as the Company may prescribe must be furnished to the Company at the expenses of the Participant and/or the Person covered within thirty (30) days 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 the said notice within such time shall not invalidate any claim if it is shown not to have been reasonable possible to give such notice and that notice was given as soon as it was reasonable possible.

3. ADDITIONAL EXCLUSION

In addition to the General Exclusion mentioned above, the Company shall not be liable to pay any medical, surgical or hospital expenses incurred in relation to or in connection with or as a result of:-

- (a) Alcoholism; or intoxication by alcohol or drugs
- (b) Cosmetic or plastic surgery or any elective surgery or congenital anomalies; or
- (c) Dental care or surgery unless necessitated by injury cause by an accident; or
- (d) General checkup, eye or ear examination except to the extent that any of them is necessary for the repair or alleviation of damage to the Person Covered caused solely by accident. Convalescence, custodial or rest care; or
- (e) Any resultant health condition and/or body condition of the Person Covered due to or cause by or as a result of the bodily injury, disease or illness for which the aforesaid medical treatment was sought / was given.
- (f) Venereal disease, infection or parasites
- (g) Provoked murder or assault.

4. TERMINATION OF COVER

The Cover for the Person Covered under this Clause shall terminate on:-

- (a) Termination of this Clause; or
- (b) The expiry date of the Period of Takaful as stipulated in the Schedule.

KA4: EMPLOYER'S LIABILITY

1. COVERAGE

In the event the Person Covered sustains injury or disease or illness arising out of and in the course of his / her employment by the Participant in Brunei Darussalam during the period of takaful, the Company will indemnify the Participant against all sum for which the Participant is liable to pay compensation at Common Law including all costs and expenses incurred with the written consent of the Company up to the Common Law Limit as specified in this Certificate.

No admission, offer, promise or payment shall be made by or on behalf of the Participant without the written consent of the Company.

The Company shall be entitled if it so desires to take over and conduct in the Participant's name the defense or settlement of any claim or to prosecute in the Participant's name for its own benefit any claims for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Participant shall give all such information and assistance as the Company may require.

The Company shall not be liable to make any payment under this Clause if it has made payment for claim(s) / benefit(s) for Death due to accident or illness or unknown or Permanent Total Disablement due to illness or disease cause under this contract of takaful.

2. EXCLUSION

For the avoidance of doubt, the General Exclusion mentioned above applies to this Section.

3. TERMINATION

The takaful coverage for the Person Covered shall terminate on:-

- (a) termination of this takaful contract;
- (b) the expiry date of the period of takaful; or
- (c) in the event of a valid claim made under this Section, whichever occurs earlier.

CLAIMS

1. NOTICE OF CLAIM

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

The aforesaid written notice to the Company must state:-

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

Failure to furnish the aforesaid written notice with 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 Person Covered 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.

The Participant shall ensure:-

- (a) that the Person Covered shall from time to time submit himself / herself to medical examination are required by the Company in connection with any claim;
- (b) in the case of death of the Person Covered, that the Company's medical representatives is allowed to make a post mortem examination of the body of the Person Covered if it is required by the Company.

3. PROOF OF CLAIM

In the event of an occurrence upon which a claim under this Certificate or contract of takaful may be based, the Participant and/or the Person Covered and/or his / her / their 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 Person Covered suffers / suffered Permanent Total Disablement or total permanent disablement as defined in this contract of takaful, affirmative proof / evidence must be submitted to the Company within nine (9) months from the date of occurrence of the disability / 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. Evidence and proof must be submitted in original documents.

Where a claim for Repatriation Expenses Benefit is made, any one of the following documents is considered as a valid proof by the Company to pay the Repatriation Expenses Benefit:-

- i. Death Certificate;
- ii. Funeral Permit;
- iii. Medical Officer's Declaration from Government Hospitals.
- iv. Local Police Report (If required)

4. PAYMENT OF CLAIM

Unless otherwise agreed by the Company, any payments under this Certificate shall be payable to the Participant only, and the Participant shall be liable for any estate duty which may become payable in respect thereof.

Any receipt or discharge which the Participant and/or the Person Covered 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. OTHER TAKAFUL

If at the time any claim arises under this Certificate and should there be any other subsisting takaful whether effected by the Participant or by any other person(s) covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.

6. 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.

7. FRAUDULENT CLAIMS

If the Participant and/or the Person Covered or any person acting on his / her / their 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 and/or the Person Covered in such event, and there shall not be a refund of the takaful contribution.

8. 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 or after the expiration of two (2) years from the date of commencement of occurrence.

CLAIMS CONTACT DETAILS

Please contact:

Claims Division,

Insurans Islam TAIB Family Takaful Sdn Bhd

Head Office Unit 6, Block A, Setia Kenangan II, Kiulap

Bandar Seri Begawan BE1518

Negara Brunei Darussalam

Telephone no: +673 2223006