

EMPLOYER'S LIABILITY CERTIFICATE WORDING

WHEREAS the Certificate Holder (hereinafter called "the Participant") named in the attached Schedule (hereinafter called "the schedule") carrying on the Business described in the Schedule by the Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to participate in the General Takaful Business managed by Takaful Brunei Am Sdn Bhd for the Takaful hereinafter contained and has paid or agreed to pay the Takaful Contribution as stated in the Schedule as consideration for such Takaful.

NOW THIS CERTIFICATE WITNESSETH that if any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the Business.

TAKAFUL BRUNEI AM SDN BHD will subject to the terms exceptions contained herein or endorsed hereon (hereinafter collectively referred to as Terms of this Certificate) indemnify the Participant against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

TAKAFUL BRUNEI AM SDN BHD will also in the event of the death of the Participant legal personal representatives in the Terms of this Certificate in respect of liability incurred by the Participant provide that such personal representatives shall as though they were the Participant observe fulfil and be subject to the Terms of this Certificate in so far as they can apply.

EXCEPTIONS

Takaful Brunei Am Sdn Bhd shall not be liable in respect of

- a) the Participant's liability to employees of contractors to the Participant
- b) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- c) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party.
- d) any injury by accident or disease sustained outside the Territorial Limit
- e) any liability of the Participant to pay compensation to an employee or to the legal personal representatives or defendants of an employee by virtue of any workmen's compensation law
- f) any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power
- g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
 - (i) nuclear weapons material
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustained process of nuclear fission.

CONDITIONS

1. This Certificate and the Schedule shall be read together as one contract and any word or expressions to which a specific meaning has been attached in any part of this Certificate or of the schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the Terms of this Certificate in so far as they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of Takaful Brunei Am Sdn Bhd to make any payment under this Certificate.
3. Every notice or communication to be given or made under this certificate shall be delivered in writing to Takaful Brunei Am Sdn Bhd.
4. The Participant shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence which may give rise to a claim under this Certificate the Participant shall as soon as possible give notice thereof to Takaful Brunei Am Sdn Bhd with full particulars. Every letter claim writ of summons and process shall be notified or forwarded to Takaful Brunei Am Sdn Bhd immediately on receipt. Notice shall also be given to Takaful Brunei Am Sdn Bhd immediately the Participant shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
6. No admission offer promise or payment shall be made by or on behalf of the Participant without the written consent of Takaful Brunei Am Sdn Bhd which shall be entitle if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as Takaful Brunei Am Sdn Bhd may require.
7. If at the time any claim arises under this Certificate there be any other insurance/takaful covering the same liability Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute more than its rateble proportion of any such claim and costs and expenses in connection therewith.
8. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each Period of Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow Takaful Brunei Am Sdn Bhd to inspect such records and shall supply Takaful Brunei Am Sdn Bhd with the correct account of all such wages, salaries and other earnings paid during any period of Takaful within one (1) month from the expiry date of such period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by further proportionate payment to Takaful Brunei Am Sdn Bhd or a refund by Takaful Brunei Am Sdn Bhd as the case may be.
9. Takaful Brunei Am Sdn Bhd may cancel this Certificate by sending fourteen (14) days notice by registered letter to the Participant at his last known address and in such event Takaful Brunei Am Sdn Bhd shall retain in the Takaful fund the takaful contribution which shall be adjusted in accordance with Condition 8 and return the balance thereof to the Participant after deduction of wakalah fee and service charge. This takaful may also be terminated by the Participant in writing to Takaful Brunei Am Sdn Bhd in which case Takaful Brunei Am Sdn Bhd shall apply the same procedure in respect of the takaful contribution as aforesaid.

10. All differences arising out 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 the single Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If Takaful Brunei Am Sdn Bhd shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. Takaful Principles and Distribution of Underwriting Surplus

Tabarru'

The Participant hereby entrusts to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

Wakalah

The Participant hereby appoints Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, the Participant agrees to give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services.

Distribution of Underwriting Surplus

The Participant hereby understands and agrees that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Am Sdn Bhd and accordance to Shariah principles which shall give benefits to the Participant and the said Takaful Fund.

The Participant also understands that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to the Participant as hibah upon renewal of this Takaful Certificate PROVIDED THAT the Participant has not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If there is no renewal on this Takaful Certificate, the Participant further agrees that there is no underwriting surplus shall be distributed to the Participant and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.