

GROUP PERSONAL ACCIDENT CERTIFICATE WORDING

INTERPRETATION

1. Unless the context otherwise requires, any reference to this Certificate to the masculine gender includes the feminine and neuter gender and vice versa.
2. Headings are for ease of reference only and shall not affect the construction and interpretation of this Certificate.
3. Words denoting the singular shall include the plural and vice versa.
4. Reference to person(s) include corporations, companies, firms, partnership, body corporate, unincorporated bodies or any state or government agency or body.
5. Where there are two (2) or more persons included in any term used herein, all agreements, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be deemed to be made by and be binding on such persons jointly and severally.
6. References to Clauses and Schedules unless otherwise stated are to be construed as references to Clauses and Schedules of this Certificate.
7. Unless the context otherwise requires or otherwise expressly stated, any reference to any “laws, legislation, statutes or rules” shall mean the “laws, legislation, statutes or rules” of Brunei Darussalam for the time being in force and includes common or customary law any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but if not having the force of law the compliance with which is in accordance with the practice of persons to whom the directive, regulation, request or requirement is addressed).
8. Unless otherwise stated, any reference to a time of the day shall be reference to Brunei time.
9. Any reference to legislation, statutes and rules includes all amendments and replacement which may be enacted from time to time.
10. The Schedule hereto shall form an integral part of this Certificate and shall be taken, read and construed as an essential part hereof.
11. Any liberty, power, right, option or discretion which may be exercised or any determination which may be made hereunder by Takaful Brunei Am Sdn Bhd may be exercised, or made to Takaful Brunei Am Sdn Bhd’s sole absolute and unfettered discretion and Takaful Brunei Am Sdn Bhd shall not be under any obligation to give any reason.

WHEREAS the Certificate holder (hereinafter referred to as the **Participant**) named in the attached **Schedule** (hereinafter referred to as the Schedule) by a written Proposal Declaration which shall be the basis of this contract and is deemed to be incorporated therein has applied to Takaful Brunei Am Sdn Bhd, a takaful operator, to participate in this takaful and in consideration thereof has paid to Takaful Brunei Am Sdn Bhd the takaful contribution shown in the Schedule in accordance with the Laws of Brunei Darussalam.

NOW THIS CERTIFICATE WITNESSETH that in respect of events occurring during the Period of Takaful stated in the Schedule and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the **Term of this Certificate**) that in consideration of the payment of takaful contribution to Takaful Brunei Am Sdn Bhd, if at any time during the Period of Takaful as shown in the Schedule the Participant or any person covered under this contract (hereinafter collectively referred to as the Person Covered) shall sustain bodily injury caused by violent accidental, external and visible means which injury shall solely and independently of any other cause result in his death or permanent disablement as within defined, Takaful Brunei Am Sdn Bhd shall pay to the Participant or in the event of his death to his Legal Personal Representative(s) the benefit set forth in the Schedule or in any endorsement attached hereto

PROVIDED ALWAYS THAT

1. No benefits shall be payable under this Certificate until the total amount of such benefit shall have been ascertained and agreed.
2. The maximum liability of Takaful Brunei Am Sdn Bhd shall not in any event exceed the sum covered as stated in the Schedule or endorsed hereon.
3. Accidental death shall not in any way be presumed by reason of the disappearance of the Participant except in the event of the total loss by shipwreck of the ship or aircraft in which he was travelling.

EXCEPTIONS

Takaful Brunei Am Sdn Bhd shall not be liable under the Certificate for death or disablement of the Person Covered resulted either directly or indirectly from:

- a. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil mutiny, civil commotion, military uprising, insurrection, rebellion, military or usurped power, martial law, strike, riot or civil commotion or any act of the participant acting on behalf or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence.

In the event of any claim hereunder the Participant shall, when so required by Takaful Brunei Am Sdn Bhd prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof, Takaful Brunei Am Sdn Bhd shall not be liable to make any payment in respect of such a claim.

- b. Any unlawful act(s) or such act(s) prohibited by law and/or Syariah Principles by or to the Person Covered.
- c. Attempted suicide or self - inflicted injury whilst sane or insane.
- d. Provoked assault, or any physical defect or infirmity, childbirth or pregnancy.
- e. Any breach of the law by the Person Covered inclusive to those which resulted in imprisonment or any assault provoked by him either by himself or in concert with others.

- f. Misuse or under the influence of alcohol, drugs, hallucinogenic substances. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer on drugs, alcohol and or hallucinogenic substances instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Covered Person arose out of the misuse or abuse of drugs, alcohol and or hallucinogenic substances shall be conclusive evidence as to whether or not bodily injury, death or permanent disablement (as defined herein) of the Person Covered arose out of the misuse, influence or abuse of drugs, alcohol and or hallucinogenic substances for the purposes of this sub-section.
- g. Ionization, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- h. Suffering from an ailment, disease, medical condition, and medical deficiency, physical and mental exhaustion that may affect his consciousness. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness shall be conclusive evidence as to whether or not bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that had or may have affected his consciousness for the purposes of this sub-section.
- i. Participant entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type fixed wing aircraft owned and/or operated by a recognized air transport organization providing regular air services between duly established airports in which Participant is travelling as a fare-paying passenger.
- j. Participant engaging in or taking part in winter sports, professional football, polo, steeple chasing, hunting, mountaineering, motor-cycling (whether as driver or passenger), or racing of any kind including on foot, using wood working machinery 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, yachting outside territorial waters and any other dangerous or hazardous sport or competition or riding or diving in any form of race competition.
- k. Participant's involvement in any underwater activity necessitating the use of artificial breathing apparatus.
- l. No benefit shall be payable if the Participant is found to be infected by any Human Immunodeficiency Virus (HIV) or other sexually transmitted diseases, anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicemia and/or tetanus.
- m. The Participant's engaging in or taking part in naval, military, police, security or air force service or operation or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists, or other elements.
- n. Any accident and/or injury, directly, cause by or contributed to by or arising from nuclear weapons material.
- o. Participant being a person under the age of eighteen (18) years or over the age of sixty-five (65).

TERMS AND CONDITIONS

1. Contract

This Certificate and the Schedule 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 shall bear such meaning wherever it may appear.

2. Liability of Takaful Brunei Am Sdn Bhd

Takaful Brunei Am Sdn Bhd will not be liable in respect of any injury or death occurring before the actual receipt of the takaful contribution unless credit has been allowed by specific agreement for such payment of the takaful contribution to be made at a later date.

3. Written Notice of Change

- i. Any changes in declaration from what was previously declared in the proposal form that may increase the risk of a claim or any changes on the Certificate Schedule shall be informed or communicated in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd. Failure to inform Takaful Brunei Am Sdn Bhd immediately upon any such changes, Takaful Brunei Am Sdn Bhd will not be liable to pay the takaful benefit.
- ii. No alteration in the terms of this Certificate nor any endorsement hereon shall be valid unless the same is signed or initialed by an authorized signatory of Takaful Brunei Am Sdn Bhd.
- iii. The Participant shall give immediate notice to Takaful Brunei Am Sdn Bhd of any change in his business or occupation or habits or pursuits or residence or of any disease, injury or physical defect or infirmity with which he has become affected or of which he has become cognizant, and shall pay any additional takaful contribution that may be required by Takaful Brunei Am Sdn Bhd.

The Participant shall give notice to Takaful Brunei Am Sdn Bhd of any other takaful or insurance effected against accident and/or incapacity.

4. Disclosure of Pre-Existing Condition

The Participant is under obligation to inform Takaful Brunei Am Sdn Bhd in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd of any pre - existing injury, illness, disease, medical conditions of the Participant that may increase the risk of a claim, prior to the commencement of each term of takaful cover.

No benefits shall be payable under this Certificate for Death or Disablement of the Participant due to injury occurring before the payment of the takaful contribution.

5. Cancellation of Certificate

Takaful Brunei Am Sdn Bhd may cancel this Certificate on seven (7) days notice by registered mail to the Participant at his last known address. Such cancellation shall be effective upon the expiry of the seven (7) days from the date of the notice irrespective of whether or not the notice is actually received by the Participant. In such event Takaful Brunei Am Sdn Bhd shall retain the contribution paid on a pro-rata basis in proportion to the period the Certificate was in force and return the balance thereof to the Participant (after deduction of wakalah fee and service charges).

The Certificate may also be cancelled at any time by giving written notice to Takaful Brunei Am Sdn Bhd by registered mail or by hand delivery to Takaful Brunei Am Sdn Bhd. All communication is directed to the Underwriting Executive. Such cancellation shall be effective only on the date of the actual receipt of the notice by Takaful Brunei Am Sdn Bhd or the effective date of cancellation stated in the notice, whichever shall be the

latest. Provided no claim has arisen during the period of takaful the Participant shall be entitled to a return of the contribution paid on a pro-rata basis in proportion to the period the Certificate was in force less a cancellation levy and return the balance thereof to the Participants.

Participant shall return the current original Certificate, official receipt to Takaful Brunei Am Sdn Bhd counter on or before the receipt of the return of any balance thereof.

6. Termination of Cover

The cover for the Participant under this Certificate shall terminate upon the occurrence of any of the following events:

- a. any breach of the terms and conditions in this Certificate; or
- b. if the takaful contribution remains unpaid; or
- c. the maturity of the Certificate; or
- d. the termination / resignation of the Participant from the employment of the Participant / employer; or
- e. the cancellation of the Certificate on the Participant

7. Condition Precedent to Liability

The due observance and fulfillment of the terms, conditions, and endorsements of the Certificate insofar as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be condition precedent to any liability of Takaful Brunei Am Sdn Bhd to make any payment under this Certificate.

8. Alteration of Certificate

The Certificate may at any time, be amended and changed, without the consent of the Participant hereunder or any other person having a beneficial interest herein, upon written request being made by the Participant and agreed to by Takaful Brunei Am Sdn Bhd, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and provisions the Takaful Brunei Am Sdn Bhd may impose.

9. Arbitration

This Agreement shall be governed by the Laws of Brunei Darussalam and Parties agree that the Court of Brunei Darussalam shall have exclusive jurisdiction.

10. Disclaim of Liability

If Takaful Brunei Am Sdn Bhd shall disclaim liability to the Participant or the Participant's Legal Personal Representative(s) or any claimant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been filed in Court, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Absolute Ownership

Takaful Brunei Am Sdn Bhd shall, unless otherwise expressly provided by endorsement on this Certificate, be entitled to treat the Participant as the absolute owner of the Certificate and shall not be bound to recognize any equitable or other claim to or interest in the Certificate and the receipt of the Certificate (or of his Legal Personal Representative(s) alone be an effectual discharge).

12. 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 apportionments 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.

13. Time of Payment of Takaful Contribution

The Takaful Contribution must be paid to Takaful Brunei Am Sdn Bhd or to Takaful Brunei Am Sdn Bhd authorised agent(s) at the time of issue of the Cover Note, Takaful Certificate and the Schedule, the Certificate of Takaful, extension(s), renewal, Endorsement(s) (as the case may be) UNLESS the Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd.

If the Participant are given grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Takaful Brunei Am Sdn Bhd within that grace period the Takaful Certificate if it has come into effect will be automatically cancelled and Takaful Brunei Am Sdn Bhd are entitled to claim pro-rata Takaful Contribution from the Participant for the period of Takaful Brunei Am Sdn Bhd were on risk.

CLAIMS CONDITIONS

1. Notice of Claims

Written notice of an occurrence upon which a claim under this Certificate must be given to Takaful Brunei Am Sdn Bhd within fourteen (14) days of such occurrence. Notice given by or on behalf of the Participant to Takaful Brunei Am Sdn Bhd with particulars sufficient to identify the Person Covered, shall be deemed to be notice to Takaful Brunei Am Sdn Bhd.

2. Examination

Takaful Brunei Am Sdn Bhd shall have the right and opportunity through its medical representative to examine the Participant when and as often as it may reasonably required during the course of a claim hereunder and, in the case of death, to investigate the circumstances of death. The Participant hereby gives consent for Takaful Brunei Am Sdn Bhd for himself and on behalf of Participant as often as it may reasonably require to obtain all medical reports of such medical examinations of the Participant.

3. Proof of Claim

All the documents, information and evidence required by Takaful Brunei Am Sdn Bhd shall be furnished at the expense of the Participant or his Legal Personal Representative(s) and shall be in such form and of such nature as Takaful Brunei Am Sdn Bhd may prescribe.

In the case of death it must be delivered to Takaful Brunei Am Sdn Bhd a Certificate of Death of the Participant issued by the relevant authorities and/or other reports from a medical examiner stating as fully as possible the nature, extent and duration of the injury, the cause of death and all such other information and evidence as Takaful Brunei Am Sdn Bhd may require or consider necessary to satisfy itself of the Participant and of the title of the claimant.

4. Payment of Claim

Any payments under this Certificate shall be payable to the Participant or of his Legal Personal Representative(s), and the Participant or of his Legal Personal Representative(s) shall be liable for any estate duty and other expenses which may become payable in respect thereof. Any receipt or discharge, which the Participant or his Legal Personal Representative(s) may give to Takaful Brunei Am Sdn Bhd for any benefit under this Certificate, shall be deemed a final and complete discharge of all liability of Takaful Brunei Am Sdn Bhd.

5. Amount of Benefits

Takaful Brunei Am Sdn Bhd shall pay, upon satisfactory proof, the benefits payable under this Certificate to the Participant or his Legal Personal Representative(s) in accordance with the Schedule of Benefits.

The Schedule of Benefits

	Description of Injury	Percentage of Compensation
1	Loss of life	100
2	Loss of both hands	100
3	Loss of both feet	100
4	Loss of all sight of both eyes	100
5	Loss of all hearing of both ears	50
6	Loss of all sight of one eye	30
7	Loss of all hearing on one ear	10
8	Loss of arm at shoulder	60
9	Loss of arm between shoulder and elbow	50
10	Loss of arm below elbow	47.5
11	Loss or arm between elbow and wrist	45
12	Loss of hand below wrist	42.5
13	Loss of four fingers and thumb of one hand	42.5
14	Loss of four fingers of one hand	35
15	Loss of whole thumb	25
16	Loss of whole index finger	10
17	Loss of whole middle finger	6
18	Loss of whole ring finger	5
19	Loss of whole little finger	4
20	Loss of leg at hip	70
21	Loss of leg between knee and hip	50
22	Loss of leg below knee	35
23	Loss of all toes of one foot	15
24	Loss of big toe	5
25	Loss of one other toe	1

The complete and irrecoverable loss of use of any part of the body specified above is deemed to be loss of such part. In the event of a permanent disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the occupation of the Participant. To determine if the total disability has become a permanent one, it must continue uninterruptedly for a period of at least six (6) months.

The aggregate of all percentage payable in respect of any accident at any Period of Takaful shall not exceed 100 % of the sum covered or limit as stated in the Schedule.

CLAUSES/ENDORSEMENTS

The following clauses are not applicable unless they are specially declared otherwise in the schedule and/or by endorsements

PA1: MOTOR CYCLING

Notwithstanding anything contained in Exception (j) to the contrary, the cover provided by this Certificate applies to bodily injury as therein defined sustained in connection with the use of a motorcycle or motor scooter other than whilst the Participant is engaged in speed trials pacemaking or racing of any kind, provided that Takaful Brunei Am Sdn Bhd shall not be liable for accidental death or disablement arising as a result of head injuries sustained by the Participant unless at the time of an accident resulting in such death or disablement the Participant was wearing a safety helmet.

PA2 : STRIKE, RIOT AND CIVIL COMMOTION

The words "strike, riot and civil commotion" in Exception (a) of this Certificate are deemed to be deleted.

PA3 : SPECIFIED SPORTING ACTIVITIES

Notwithstanding anything contained in Exception (j) to the contrary, the cover provided by this Certificate applies to bodily injury as therein defined sustained by the Participant whilst engaging in sporting activities named in the Schedule under the heading "Endorsement PA3".

PA4 : MEDICAL EXPENSES

In the event of the Participant incurring any medical, surgical, hospital, nursing home, or massage expenses in connection with any bodily injury as herein defined, Takaful Brunei Am Sdn Bhd shall reimburse to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum stated in the Schedule in respect of any such accident. It is a condition precedent to Takaful Brunei Am Sdn Bhd's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, nursing home or masseur shall be submitted to and approved by Takaful Brunei Am Sdn Bhd.

PA5 : AIR TRAVEL

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

SUBJECT OTHERWISE TO THE TERMS OF THIS CERTIFICATE.

PA6 : FUNERAL EXPENSES

Takaful Brunei Am Sdn Bhd will pay the Participant's legal personal representative the amount specified in the Certificate as funeral expenses in the event of accidental death of the Participant.

PA7 : DISAPPEARANCE

Notwithstanding paragraph two of Proof of Claim, if the body of the Participant has not been found within a year after the date of disappearance following an Accident, Takaful Brunei Am Sdn Bhd may at its absolute discretion upon being satisfied on the evidence accept that the death of the Participant has been established provided that if at any time after the payment has been made by Takaful Brunei Am Sdn Bhd in settlement of a claim in such circumstances, the Participant is found to be living, any sum so paid by Takaful Brunei Am Sdn Bhd shall be refunded forthwith.

PA8 : MURDER, ASSULT OR KIDNAPPING

This Certificate is extended to cover the Participant as within defined resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Participant.

PA9 : HIJACKING

This Certificate is extended to cover the Participant as within defined resulting from the unlawful seizure or wrongful exercise does not apply if the event results from Exception (a) of this Certificate.

PA10 : AMATEUR SPORTS ACTIVITIES

This Certificate is extended to cover the Participant as within defined resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any Accidents arising out of Exception (j) of this Certificate.

PA11 : ACCIDENTAL DROWNING OR SUFFOCATION

This Certificate is extended to cover the Participant as within defined resulting from Accidental drowning or Accidental suffocation through smoke, poisonous fumes or gas.

PA12 : SNAKES BITES, HARMFUL INSECTS OR FOOD POISONING

This Certificate is extended to cover the Participant as within defined resulting from snake bites, harmful insects or Accidental food poisoning.

PA 13 : REPATRATION EXPENSES

A reimbursement of up to the amount as specified in the Schedule will be payable for transportation of the Participant's mortal remains from the place of death due to covered Accident outside the normal place of domicile or residence.

PA14 : AMBULANCE FEES

A reimbursement of up to amount specified in the Schedule will be payable in the event of an Accident and the Participant requires immediate transportation to the hospital.