

GOLFER'S TAKAFUL CERTIFICATE WORDING

MEANING OF WORDS

Certain words in this Takaful Certificate or the Schedule issued therewith have particular meanings, shown below. Each time We use these words, it will have the same meaning.

Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Takaful.
Check -In	Golf Baggage registered with the Airline or Hotel as baggage intended to be carried in the aircraft or Hotel hold during the provision of transport and services the subject of the booking and for which a bag tag number is issued by the Airline or Hotel.
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate which We have made or which You have asked for and We have agreed to. Your schedule will show details of any endorsement(s).
Excess	The amount that You must pay towards a claim and as specified in Your Schedule .
Golf Baggage	The Individual golf clubs, bags, trolleys specified in the golf covered items list owned by You and used exclusively by You for the playing or practising of golf.
Golf Caddie	An attendant who carries the golf clubs for a golf player.
Golfing Equipment	The individual golf clubs, golf bags, golf shoes and golf trolleys specified in the golf covered items list owned by You and used exclusively by You for the playing or practising of golf.
Hospital	Any lawfully operating medical institution, which has twenty four (24) hours a day nursing services by registered nurses, one or more Physicians available at all times and organised facilities for diagnosis and shall not primarily be a clinic, a place for alcoholic or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.
Hospitalisation	Your admission into a Hospital for medically necessary treatment as an inpatient for a continuous period of at least twelve (12) hours following an Accident occurring during the Period of Takaful .
Immediate Family	Your Spouse or parents and children (by birth or adoption).

Influence of alcohol	You shall be deemed to be under the influence of alcohol when You are found to have any proportion of alcohol in Your breathe or, blood or urine sample unless medically prescribed.
Bodily Injury	Bodily injury effected directly and independently of all other causes by Accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.
Loss of Limb	The physical separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include the total and irrecoverable loss of use of one or both hands and feet respectively.
Loss of sight	Complete and permanent irrecoverable loss of sight in an eye.
Participant/You/Your	The person or people named in Your Schedule .
Period of Takaful	This is a period which You are covered for and is shown in Your Schedule , and includes any extensions thereof as may be granted by Takaful Brunei Am at its sole discretion.
Physician	A qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his/her licensing and training. The attending Physician shall not be You or Your Immediate Family or Your Employee .
Pre-existing Condition	Mean any injury, illness, condition or symptom: <ul style="list-style-type: none"> a) For which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Takaful Certificate for Your concerned, or b) Which originated or was known to exist by You prior to the commencement of the Takaful Certificate whether or not treatment or medication or advice or diagnosis was sought or received.
Professional Golfer	A person who derives more than fifty (50) percent of their income from playing, teaching, and coaching golf or is employed by a golf club as a club professional.
Reasonable and Customary Charges	Charges or expenses which shall be considered by Us or Our medical adviser to be reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in Usual Country of Residence where the charges are incurred when giving like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disease or injury. Any scales of charges which may be agreed from time to time between Us and Hospitals and Physicians shall also be indicative of such Reasonable and Customary Charges .
Recognised Golf Course	A golf course at a member club or any municipal golf club.

Recognised Clinic	A place or hospital department where outpatients are given medical treatment or advice by Physician .
Schedule	The Schedule shows Your details and the sections You have chosen. It is issued to You with Your Takaful Certificate .
Sum Covered	The maximum amount of benefit payable by Us .
Takaful Brunei Am / We/Our/Us	Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act (Cap 39) Laws of Brunei with its registered office at Dar Takaful IBB Utama, Level 7 & 8, Jalan Pemancha, Bandar Seri Begawan BS8711, Negara Brunei Darussalam.
Takaful Certificate	This Takaful Certificate which is evidence that You have Golfer's Takaful coverage with Us and which must not have expired or been cancelled.
Territorial Limit	Worldwide excluding countries under sanction, prohibition or restriction to Negara Brunei Darussalam.
Theft	The unauthorised dishonest appropriation or attempted appropriation of the Golfing Equipment or Golf Baggage by another person with the intention of permanently depriving You of it.
Third Party	A person or anyone who makes a claim(s) against You/Participant of Takaful Brunei Am who are not Your Immediate Family or employee.
Unattended	Not continually supervised by an adult.
Usual Country of Residence	The country in which You reside as is declared in Our Proposal Form and in this case, it means Negara Brunei Darussalam.

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 effect 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** may be exercised, or made to "**Takaful Brunei Am's**" sole absolute and unfettered discretion and Takaful Brunei Am shall not be under any obligation to give any reason.

GOLFER'S TAKAFUL CERTIFICATE

This **TAKAFUL CERTIFICATE** is a contract between **TAKAFUL BRUNEI AM** and **You**.

You have applied for this **Takaful Certificate** with a Proposal for Golfer's Takaful form and by signing a declaration therein. In return for the Takaful Contribution, **We** will cover **You** against any of the under mentioned contingencies occurring during the **Period of Takaful** as stated in the **Schedule**.

SECTION 1 - PERSONAL LIABILITY

What You are covered for

Legal Liability

Against legal liability arising out of the claims made on **You** in respect of accidental damage struck by **Golfing Equipment** or golf ball hit by **You** whilst playing or practising golf on any **Recognised Golf Course** resulting in :-

- a) Accidental bodily injury to any person not being a member of **Your** family or household or **Your** service except to a person casually engaged by **You** solely for his service as a **Golf Caddie**.
- b) Accidental damage to property not belonging to or in the charge of or under **Your** control or **Your** family member or household or of any person in **Your** service.

And all costs and expenses of litigation recovered by any claimant against **You** or incurred with the written consent by **Us** in respect of a claim against **You** to which the Indemnity expressed in this **Takaful Certificate** applies.

Provided always that the amount payable hereunder in respect of any **Accident** or series of **Accident** constituting one occurrence shall not in any case exceed the sum as stated in the **Schedule**.

Excess

You are liable to pay an Excess of BND100.00 to **Us** in respect of each and every claim arising from damage to **Third Party** property.

What You are not covered for

- a) When **You** are under eighteen (18) or over seventy-one (71).
- b) Where **You** are entitled to indemnity from another source.
- c) Any contractual liability or agreement.
- d) Any liability if **You** are a **Professional Golfer**.
- e) Any incident not reported to the Police within twenty-four (24) hours
- f) Any incident not reported to the golf club secretary or driving range official within twenty-four (24) hours of the occurrence.
- g) Any Damage to property belonging to a **Recognised Golf Course** or driving range on which **You** are playing or practising golf.
- h) When punitive, exemplary or aggravated damages are awarded against **You**.

SECTION 2 - PERSONAL ACCIDENT AND PERMANENT TOTAL DISABLEMENT

Covered under this section

Personal Accident and Permanent Total Disablement

We will indemnify **You** up to the amount specified in the **Schedule** if **You** suffer **bodily injury** resulting solely and directly from accidental, visible, violent, external means or due to strike of lightening whilst playing or practising golf on any **Recognised Golf Course** and such **Bodily injury** shall be the sole cause of death, total permanent **loss of both eyes** or limbs, **loss of one eye** or limb and Permanent Total Disablement preventing **You** from engaging in any gainful business or occupation of any kind and will continue for the rest of **Your** life.

The Benefit under this section shall be payable to **You** or in the event of death covered by this section, the benefit will be paid to **Your Immediate Family** and shall not exceed the **Sum Covered** specified in the **Schedule**.

Not covered under this section

- a) Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save a human life), or insanity or **Your** own criminal act.
- b) **You** cannot prove to **Us** that the Permanent Total Disablement has continued for six(6) months from the date of accident and in all probability will continue for the rest of **Your** life.
- c) Provoked murder or assault by **You**.
- d) Indemnify more than one benefit under this section.
- e) **Bodily injury** that occurred under the **influence of alcohol** or drugs not prescribed by a **Physician**.
- f) **Bodily injury** arising from, or aggravated by, a **Pre-Existing** illness or medical condition.
- g) When **You** are under eighteen (18) or over seventy-one (71).

SECTION 3 - LOSS OR DAMAGE TO GOLFING EQUIPMENT

Covered under this section

Loss or Damage to Golfing Equipment Against loss of or damage to:-
Golfing equipment belonging to **You** whilst contained within the premises of the Golf Club House or Golf Professional's Shop or during play or practice occasioned by Fire or **Theft**.

Excess **You** are liable to pay an **Excess** of BND50.00 to **Us** in respect of each and every claim.

Provision Applicable to Section 3 On the happening of any loss covered under this Section **We** shall be entitled to take and keep possession of the property concerned and to deal with the salvage in a reasonable manner and this **Takaful Certificate** shall constitute as proof of leave and license of such purpose. No property may be abandoned to **Us**.

Not covered under this section

- a) When Accidental Damage is sustained in transit when handed to a recognised transport provider or in any vehicle accompanied by **You** or **Your** representative unless the golf clubs or equipment are securely packaged in a purpose designed golf bag.
- b) Any **Theft**, attempted **Theft**, loss or damage to **Your Golfing Equipment** that does not have visible evidence of forcible and violent entry.
- c) Any **Theft**, attempted **Theft**, loss of or damage not reported within twenty-four (24) hours to the Police.
- d) When hired out by **You** to any other person, unless **You** are in attendance.
- e) When the **golfing equipment** is left **unattended**.
- f) Wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insects and vermin.
- g) Marring, scratching, denting.
- h) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- i) Defects in operation or any loss covered by a manufacturers guarantee.
- j) Faulty or defective design, materials or workmanship or latent defect or where **You** have attempted a repair.
- k) The matching of any undamaged parts of set or collection.
- l) Golf balls or golf tees.
- m) **Golfing equipment** damaged during use.
- n) Golf Buggies.

SECTION 4 - LOSS OR DAMAGE OF CHECK-IN GOLF BAGGAGE

Covered under this section

Loss or Damage of Check-In Golf Baggage	Against loss or damage to of Check-In Golf Baggage belonging to You whilst contained in any building or in transit up to the Sum Covered stated in the Schedule , excluding the breakage of Golf Clubs whilst in play.
Excess	You are liable to pay an Excess of BND50.00 to Us in respect of each and every claim.
Provision Applicable to Section 4	We shall not be liable for Theft of Golf Club Bags and Trundles and other Golf Accessories whilst contained in an automobile unless all doors and windows are securely locked and in the event of a loss by Theft from an automobile visible signs of forcible entry must be shown.

SECTION 5 - ACCIDENTAL BREAKAGE OF GOLF CLUBS

Covered under this section

Accidental Breakage of Golf Clubs	Against Accidental damage to or breakage of Golf Clubs belonging to You whilst You are actually in the course of play or practice therewith on any Recognised Golf Course .
Excess	You are liable to pay an Excess of BND50.00 to Us in respect of each and every claim.
Not covered under this section	<ul style="list-style-type: none">a) No cover shall be granted for accidental breakage of Golf Clubs that are more than five (5) years old commencing from the date of purchase as stated in the purchased receipt.b) Breakage due to deterioration from wear and tear and other gradually operating cause.c) Excluding personal valuables.d) When hired out or lent to any other person by You.

SECTION 6 - MEDICAL, HOSPITALISATION AND SURGICAL EXPENSES

Covered under this section

Medical, Hospitalisation and Surgical Expenses

We will, subject to the Terms of this Section reimburse **You**, upon satisfactory proof, for the medical, hospitalisation and/or surgical expenses if during the **Period of Takaful** **You** shall sustain **Bodily injury** resulting solely and directly from an **Accident** caused by violent, external and visible means whilst playing or practising golf on any **Recognised Golf Course**

We shall reimburse **You** with such expenses necessarily incurred and paid up to and in aggregate but not exceeding the sum stated in the **Schedule** against such injury in respect of any one **Accident**

Provision Applicable to Section 6

We will reimburse **You** for treatment in any licensed and **Recognised Clinic** or **Hospital**, provided that :

- a) Reimbursement shall be payable only if such medical, hospitalisation and/or surgical expenses incurred in respect of treatment given by a **Physician** within seven (7) days after the date of **Accident**.
- b) Reimbursement shall be payable only if such or medical expenses, hospitalisation and/or surgical expenses incurred hereinafter on recommendation of a **Physician** and the charges shall be **Reasonable and Customary charges**, provided in respect of injury occurring after the date of entry, or the date of reinstatement of this **Takaful Certificate**.

Medical Examination

- c) **We** shall have the right to examine **You** whenever it may reasonably require.

SECTION 7 - REPATRIATION EXPENSES

Covered under this section

Repatriation Expenses

We will subject to the terms of this section reimburse **You** for the **Repatriation Expenses** incurred whilst **You** are actually in the course of play or practice therewith on any **Recognised Golf Course**.

- a) If during the **Period of Takaful** **You** die or suffer Permanent Total Disablement due to **Accident**.
- b) If **You** die or suffer Permanent Total Disablement within six (6) months of the **Accident** occurring during the **Period of Takaful**.

Provision Applicable to Section 7

PROVIDED ALWAYS THAT all such expenditure shall be deemed **Reasonable and Customary Charges**, and that arises from an event or occurrence which occurs within the stated **Period of Takaful**.

The Repatriation Expenses incurred shall be the actual expenses or as specified in the **Schedule** whichever is the lesser for one destination to **Your** home country of origin.

GENERAL CONDITIONS

We will only provide the cover as described in this **Takaful Certificate** if the following conditions are met. Otherwise **You** may lose the benefit of **Your Takaful Certificate** or **We** may refuse to deal with **Your** Claim.

Cancellation of Takaful Certificate

This **Takaful Certificate** may be cancelled:

- a) By **You** giving fourteen (14) days written notice to **Us** provided no claim has occurred on the current **Period of Takaful**. **We** shall retain in the General Takaful Fund the Takaful Contribution **You** have paid on a pro-rata basis in proportion to when this **Takaful Certificate** was in force. The balance of the Takaful Contribution will be refunded to **You** after deduction of Wakalah fee and the service charge for the cancellation. Cancellation will take effect from the date of the current **Takaful Certificate**, the **Schedule** and the **Takaful Certificate** are received by **Us**.
- b) By **Us** giving fourteen (14) days written notice by registered mail to **You** at **Your** last known address. If **You** are entitled to a refund this will be given to **You**.

Claims

Upon the occurrence of an **Accident** likely to give rise to a claim under this **Takaful Certificate** **You** shall within seven (7) days after the occurrence of the **Accident** give notice to **Us** with the full particulars of the **Accident** and injuries, loss or damage and shall do so as soon as possible.

You or **Your** legal personal representatives shall at **Your** own expense furnish to **Us** all such certificates, information and evidence as may be required by **Us**.

Claims Related to Section 1, Section 3 and Section 4

You shall lodge a Police Report within twenty-four (24) hours.

Claims Related to Section 2, Section 6 and Section 7

We shall have the right and opportunity through our medical representative to examine **You** when and as often as it may reasonably be required during the course of a claim hereunder and, in the case of death, to investigate the circumstances of the death.

Death shall be established by an Official Death Certificate.

Claims Payment

Any payments under this **Takaful Certificate** shall be payable to **You** and **You** shall be liable for any estate duty which may become payable in respect thereof. Any receipt or discharge which **You** may give to **Us** for any benefit under this **Takaful Certificate** shall be deemed a final and complete discharge of all liability to **Us**.

Condition Precedent to Liability

The due observance and fulfilment of the terms, conditions, and endorsements of the **Takaful Certificate** insofar as they relate to anything to be done or complied with by **You** and the truth of the

statements and answers in the Proposal and Declaration shall be condition precedent to any liability of **Us** to make any payment under this **Takaful Certificate**.

Contract

This **Takaful 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 **Takaful Certificate** or the **Schedule** shall bear such meaning wherever it may appear.

Duty of Care

You must at all time take reasonable precautions to prevent **Accidents**, illness, loss and damage and act as if **You** are uncovered and it is warranted that **You** must keep all **Golfing Equipment** and **Golf Baggage** in a good state and maintained in accordance with the manufacturer's recommendations.

Fraud

If the claim is in any respect fraudulent, or if any declaration be made or used in support thereof, or if any fraudulent means or devices are used by **You** or any one acting on behalf to obtain any benefit under this **Takaful Certificate**, or if the loss or damage be occasioned by the willful act, or with **Your** connivance, or if the claim be made and rejected and an action or suit is not commenced within three (3) months after such rejection, all benefits under this **Takaful Certificate** shall be forfeited, **We** shall be entitled to recover from **You** or **Your** representatives the amount of any claim already paid under the **Takaful Certificate** and **We** may inform the Police of the circumstances.

Influenza

We will not be liable for any loss, injury, damage or illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:

- a) Influenza or any derivation or variant thereof.
- b) Arising from any fear or threat (whether actual or perceived) of such influenza.
- c) Any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such influenza.

Laws and Jurisdiction

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

Limitation

In no case whatsoever, shall **We** be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

Prohibited by Law or Shariah

This **Takaful Certificate** does not cover any liability loss or destruction or damage caused by or as a result of any unlawful act(s) or purposes by law and/or such act(s) prohibited by law and/or Shariah Principles.

Proof of Ownership

For all losses **We** will require proof of cost incurred, item ownership and value etc, for example, receipts, cheque stubs, invoices. These must give full details of the items/cost incurred.

Police Reports	In respect to Theft or malicious damage You or Your legal representative shall immediately lodge a police report within twenty-four (24) hours.
Rateable Proportion	If at the time of any occurrence causing loss, damage or liability for which a claim as stipulated under this Takaful Certificate there be any other Takaful or insurance covering such loss, damage or liability or any part thereof We shall not be liable for more than its rateable proportion hereof.
Receipt or Discharge	Any receipt or discharge which You or Your legal representatives may give to Us for any benefit received under this Takaful Certificate shall be deemed a final and complete discharge of all liability of Us in respect of all Bodily injury resulting to You as a consequence of the Accident whether before or after the date of such receipt or discharge.
Reinstatement	In the event of a loss, the Takaful Certificate hereunder shall be maintained in force for the full Sum Covered and You shall be liable to pay an additional contribution at the rate stated on the Takaful Certificate calculated in the amount of loss on a pro-rata basis from the date of such loss to the expiry of the current Period of Takaful .
Time of Payment of Takaful Contribution	<p>The Takaful Contribution must be paid to Us or to Our authorised agent(s) at the time of issuance of the Cover Note, Takaful Certificate and the Schedule, extension(s), renewal, Endorsement(s) (as the case may be) UNLESS You are given a specific grace period by Us.</p> <p>If You are granted a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Us within that grace period the Takaful Certificate if it has come into effect will be automatically cancelled and We are entitled to claim pro-rata Takaful Contribution from You for the period of Takaful whereby We were at risk.</p>
Takaful Principles and Distribution of Underwriting Surplus	<p>Tabarru' You hereby entrust to Takaful Brunei Am, 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.</p> <p>Wakalah You hereby appoint Takaful Brunei Am 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, You agree to give apportions 35% of the Takaful contribution to Takaful Brunei Am as a Wakalah Fee for the aforementioned services.</p> <p>Distribution of Underwriting Surplus You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am SdnBhd in a manner deemed fit by Takaful Brunei Am and accordance to Shariah principles which shall give benefits to You and the said Takaful Fund.</p>

You also understand that as agreed and approved by the Shariah Advisory Body of **Takaful Brunei Am**, the underwriting surplus will only be distributed to **You** as hibah upon renewal of this **Takaful Certificate** PROVIDED THAT **You** have 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**, **You** further agree that there is no underwriting surplus shall be distributed to **You** 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.

Written Notice

Every notice or communication to be given or made under this **Takaful Certificate** shall be delivered in writing to **Takaful Brunei Am** by registered mail or personally delivered to **Us**.

GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

Consequential Loss

Any **Accident**, loss, or damage to property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

Increase of Risk

Any **Accident**, loss, damage or liability directly or indirectly due to **You** having caused or suffering anything to be done whereby the risk was increased.

Influence of Alcohol or Drugs

If **You** are under the influence of alcohol or drugs, except those prescribed by a Physician and not those drugs prescribed for drug addiction.

Professional Golfer

Any **Accident**, loss, damage or liability directly or indirectly if **You** are a Professional Golfer.

Radioactive and Radiation

a) Directly or indirectly caused by or contributed to by or arising from ionizing radiations or by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

b) Any **Accident**, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

War

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military force or coup.