



If both accidental death and Permanent Disablement occur, Takaful Brunei Am Sdn Bhd liability is limited to one event whichever comes first.

**TABLE OF BENEFITS  
ACCIDENTAL DEATH / PERMANENT DISABLEMENT**

	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%
Total loss of sight of both eyes.....	100%
Total Paralysis.....	100%
Injuries resulting in being permanently bedridden.....	100%
Any other injury causing permanent total disablement.....	100%
Loss of arm at shoulder.....	100%
Loss of arm between shoulder and elbow.....	100%
Loss of arm at elbow.....	100%
Loss of arm between elbow and wrist.....	100%
Loss of hand at wrist.....	100%
Loss of leg at hip.....	100%
between knee and hip.....	100%
below knee.....	100%
Eye: loss of - whole eye.....	100%
- sight of.....	100%
- sight of, except perception of light.....	50%
- lens of.....	50%
Loss of four fingers and thumb of one hand.....	50%
Loss of four fingers.....	40%
Loss of thumb both phalanges.....	25%
one phalanx.....	10%
Loss of index finger three phalanges.....	10%
two phalanges.....	8%
one phalanx.....	4%
Loss of middle finger three phalanges.....	6%
two phalanges.....	4%
one phalanx.....	2%
Loss of ring finger - three phalanges.....	5%
- two phalanges.....	4%
- one phalanx.....	2%
Loss of little finger - three phalanges.....	4%
- two phalanges.....	3%
- one phalanx.....	2%
Loss of metacarpals first or second (additional).....	3%
third, fourth or fifth (additional).....	2%
Loss of toes all.....	15%
great, both phalanges.....	5%
great, one phalanx.....	2%
other than great, if more than one toe lost, each.....	1%
if more than one toe lost, each.....	1%
Loss of hearing both ears.....	75%
one ear.....	15%
Loss of speech.....	50%

Where the injury is not specified Takaful Brunei Am Sdn Bhd 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 aggregate of all percentages payable in respect of any one accident to any one Person Covered shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Person Covered. All other losses, smaller than 100%, if having been paid shall reduce the respective Person Covered's coverage under Benefit A and B by that amount from the dates of accident until the expiration of the Certificate.





## **GENERAL CONDITIONS**

### **Contract**

This Certificate, the Proposal Form 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 specific meaning wherever it may appear

### **Observance**

The liability of Takaful Brunei Am Sdn Bhd shall be conditional on the observance by the Participant and the Covered Person of the Terms and Conditions of this Certificate

### **Written Notice**

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

### **Prevention of Accident and Disease**

The Participant shall take reasonable precautions to prevent the Person Covered from accidents and disease and shall comply with all statutory obligations

### **Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam**

The participant shall oblige to comply with the Workplace Safety and Health Order 2009, Constitution of Brunei Darussalam.

### **Conduct and Control of Proceeding**

No admission, offer, promise or payment shall be made by or on behalf of the Participant without the consent of Takaful Brunei Am Sdn Bhd which shall be entitled if it so desires to take over the conduct in his name the defence or settlement and shall have 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

### **Warranty of disclosure of full salary, wages, financial benefit**

The Participant hereby warrants of Takaful Brunei Am Sdn Bhd that the Participant has declared to Takaful Brunei Am Sdn Bhd, the full salary, wages and other financial benefits to Takaful Brunei Am Sdn Bhd in the proposal form or otherwise in writing from time to time of persons to be covered for the purposes of Takaful Brunei Am Sdn Bhd calculating the takaful Contribution payable for this Certificate.

Where Persons Covered are all persons required to be covered within the remaining of the Brunei Workmen's Compensation Act (Revised Edition, 1984) by the Participant and the Participant required Takaful Brunei Am Sdn Bhd to cover all such persons, and where the manner of calculating takaful Contribution payable for this Certificate is based on the total annual or any other periodical wages payable to Persons Covered, salary, wages and other financial benefits of Persons Covered to be declared shall include those of all persons required to be covered by the Participant within the meaning of the Brunei Workmen's Compensation Act (revised Edition, 1984).

Notwithstanding anything to the contrary in this Certificate, and subject to the limits and other conditions of takaful cover provided in this Certificate, it is hereby understood and agreed by the Participant that if salary, wages and other financial benefits of Persons Covered herein stated or declared in writing to Takaful Brunei Am Sdn Bhd are less than the actual wages paid or payable to the Persons Covered corresponding to the relevant period of takaful cover, the liability to Takaful

Brunei Am Sdn Bhd in respect of any claim under this Certificate shall be proportionately reduced and Takaful Brunei Am Sdn Bhd is not obliged to indemnify the Participant for the proportionate difference.

#### **Rateable Proportion**

Subject to the maximum liability under this Certificate, if at the time any claim arises under this Certificate and there be any other subsisting takaful / insurances, whether effected by the Participant or any other person or persons, covering the same Person Covered, Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to the maximum liability of Takaful Brunei Am Sdn Bhd under this Certificate

#### **Condition Precedent of Liability**

The due observance and fulfilment of the terms, conditions, and endorsements of the Certificate 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 and Declaration shall be conditions precedent to any liability of Takaful Brunei Am Sdn Bhd to make payment under this Certificate

#### **Cancellation of Certificate**

Takaful Brunei Am Sdn Bhd may cancel this Certificate in 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. 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 and return the balance thereof to the Participant

Participant shall return the current original Certificate, official receipt and pay cancellation administration fee to Takaful Brunei Am Sdn Bhd Counter on or before the date of cancellation

#### **Termination of Cover**

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

- I. Any breach of the terms and conditions in this Certificate; or
- II. The maturity of this certificate; or
- III. The termination / resignation of the Person Covered from the employment of the Participant / employer; or
- IV. The cancellation of the Certificate on the Person Covered

**Records and Reports**

The Participant shall keep record of the Person Covered under the Certificate containing, for each person, the essential particulars of the takaful coverage. The Participant shall furnish to Takaful Brunei Am Sdn Bhd such information concerning the persons eligible for the takaful cover under the Certificate as may reasonably be considered to have a bearing on the administration of the takaful cover of the Certificate and on the determination of the Contribution rates. Such records of the Person Covered shall be open for inspection by Takaful Brunei Am Sdn Bhd at any time.

**Limitation**

It is hereby provided that if no notice of claim or any claim made by the Person Covered is served on Takaful Brunei Am Sdn Bhd within six (6) months of the expiry of this Certificate, Takaful Brunei Am Sdn Bhd shall not be liable to indemnify the Participant under this Certificate of any claims whatsoever by the Person Covered on the Participant

**Territorial Limit**

It is hereby agreed and subject to the provisions, warranties, terms and conditions of this Certificate, the territorial limit of takaful cover under this Certificate shall be limited to personal injuries inflicted, diseases contracted within the territorial limit of Brunei Darussalam and Takaful Brunei Am Sdn Bhd shall not be liable for any liability but for this Clause, Takaful Brunei Am Sdn Bhd would have been liable to indemnify the Participant under the terms of this Certificate

**Disclosure of Pre-Existing Condition**

The Participant is under obligation to inform Takaful Brunei Am Sdn Bhd in the proposal form or otherwise in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd prior to and after the engagement of takaful cover, of any pre-existing injury, illness, disease, medical conditions of the Person Covered that may increase the risk of a claim, prior to the commencement of takaful cover and every period of takaful cover and from period to period of takaful cover following from the commencement of takaful. Takaful Brunei Am Sdn Bhd will not be liable for any claims that are due to pre-existing conditions

**Change of Business, Occupation or Physical Condition**

The Participant shall give immediate notice to Takaful Brunei Am Sdn Bhd of any change in declaration from what was previously declared in the proposal form that in the opinion of Takaful Brunei Am Sdn Bhd, may increase the risk of a claim or any changes on the Certificate or Schedule shall be informed or communication in writing by registered mail or personally delivered to Takaful Brunei Am Sdn Bhd. For examples, any changes in address, business, occupation, the trade and shall also give notice of injury, disease, physical defect or infirmity affecting the Person Covered. Failure to inform, Takaful Brunei Am Sdn Bhd will not be liable to pay the takaful benefit

**Evidence of Age**

Takaful Brunei Am Sdn Bhd reserves the right at any time to require that the age of the Person Covered under this Certificate shall be proved to its satisfaction. Evidence of age of a Person Covered satisfactory to Takaful Brunei Am Sdn Bhd will be required before any benefit is paid under this Certificate

**Alteration of Certificate**

The Certificate may at any time, be amended and changed, without the consent of the Person Covered 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 conditions Takaful Brunei Am Sdn Bhd may imposed

#### **No Assignment**

The benefits under this Certificate shall be non-assignable

#### **Subrogation of rights**

The Participant, at the expense of Takaful Brunei Am Sdn Bhd, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required to be done on their own accord or as directed to be done by Takaful Brunei Am Sdn Bhd or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which Takaful Brunei Am Sdn Bhd shall be or would become entitled or subrogated, upon Takaful Brunei Am Sdn Bhd paying for or making good any loss or damage under this Certificate, whether such acts and things shall be or become necessary or required before or after the Participants' indemnification by Takaful Brunei Am Sdn Bhd

#### **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

#### **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 arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case in 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. The making of an award shall be a condition precedent to any right of action against Takaful Brunei Am Sdn Bhd. The cost of and connected with the arbitration shall be at the discretion of the arbitrator, arbitrators or Umpire. The seat of arbitration shall be Brunei Darussalam and the laws of Brunei Darussalam shall apply to the arbitration

#### **Time of Payment of Takaful Contribution**

- i) The Takaful contribution must 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 Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd
- ii) If Participant are given a 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 Participant for the period of Takaful Brunei Am Sdn Bhd were on risk

## **Takaful Principles and Distribution of Underwriting Surplus**

### **TABARRU'**

You hereby entrust 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**

You hereby appoint 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, You agree 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**

You hereby understand and agree 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 Sdn Bhd and in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, 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 this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus entitled to You and it shall be donated as Tabarru' in the General Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself