



HAJ AND UMRAH TAKAFUL CERTIFICATE

Contents	Page
Section 1 Definitions and Interpretations	2
Section 2 Terms and Conditions	6
Section 3 Eligibility	11
Section 4 Coverage	12
Section 5 Exclusions	14
Section 6 Claims	16

Haj and Umrah Takaful Certificate

HAJ AND UMRAH TAKAFUL CERTIFICATE

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 Keluarga Sdn Bhd (hereinafter called the **Company**) to participate in this takaful and in consideration thereof has paid to the Company the takaful contribution shown in the Schedule in accordance with the Laws of Brunei Darussalam.

NOW THIS CERTIFICATE WITNESSETH that if the takaful instalments shown in the Schedule are duly paid to the Company, the Company shall on proof satisfactory to the Company as to:

- i. the happening of the event upon which the takaful benefit(s) are payable;
- ii. the title of the person(s) claiming the payment; and
- iii. the date of birth of the Participant (as stated in the Schedule) if the date of birth has not previously been admitted.

pay such sum of takaful benefit(s) (together with any profits that maybe due). It is hereby declared that the Schedule and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate) are to be deemed as part of this Certificate.

SECTION 1: DEFINITIONS AND INTERPRETATIONS:

DEFINITIONS

Unless otherwise required by the context, the following definitions shall apply: -

Accident

Means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.

Certificate Wording

Means the entire Certificate comprising of the basic contract, the proposal, personal statements and any declarations made by the Participant and all Supplementary Contracts and endorsements incorporated in the Schedule or endorsed thereon and all written amendments made by the Company.

Commencement Date

Means the date of commencement or renewal of cover as shown on the Schedule or Endorsement.

Contribution

Means the amount of takaful instalment money approved by the Company for the Participant's contribution in the Takaful Plan.

Haj and Umrah Takaful Certificate

Date of Maturity

Means the date when the Certificate expires.

Hospital

Means any lawfully operating institution, which has twenty four (24) hours a day nursing services by registered nurses, one or more physicians available at all times and organized facilities for diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.

Illness

Means sickness or disease contracted and / or commencing after thirty (30) days following the effective date or date of endorsement, whichever is later.

Injury

Means bodily injury affected 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.

Participant

Means the Owner and Contributor who participates under this takaful plan.

Participant's Account (PA) or Participant's Investment Fund (PIF)

Means the account or fund where part of the Participant's Contribution shall be credited for savings and investment.

Participants' Special Account (PSA) or Participant's Risk Fund (PRF)

Means the account or fund where the Participant's Contribution shall be credited for risk only.

Period of Takaful

Means the period of takaful specified in the Schedule, and includes any extensions thereof as may be granted by the Company at its sole discretion.

Person Covered

Means person defined on Section 3: Eligibility.

Physician

Means 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 Participant or Participant's business partner, employer, employee, agent, or person who is related to the Participant in any way.

Pre-Existing Conditions

mean any injury, illness, condition or symptom:

Haj and Umrah Takaful Certificate

- a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable prior to the commencement of the Certificate for the Person Covered concerned, or
- b) which originated or was known to exist by the Person Covered (or anyone covered under the Certificate) prior to the commencement of the Certificate whether or not treatment or medication or advice or diagnosis was sought or received.

Schedule

Means the schedule to this Certificate and the information that contains the details of Participant, Basic and Supplementary Benefits if any, Contributions, and the Period of Takaful.

Sum Covered

Means the maximum amount of benefit payable by the Company.

Tabarru'

Means a commitment to donate in a pool or a fund for the purpose of mutual indemnity by all participants.

Total Permanent Disability

Means disability, whether caused by bodily injury or disease, which wholly prevents the Participant from engaging in any business, or occupation or performing any work, for compensation or profit, provided, however, that to determine if the total disability has become a permanent one, it must continue uninterrupted 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 disability, without prejudice to other causes of permanent total disability. 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.

Waiting Period

means the period of thirty (30) days from commencement date of the Certificate / endorsement. No benefit due to illness occurring during this period will be payable.

Wasi or Hibah Recipient

Means person or persons named on the Wasi or Hibah form by the Participant unless subsequently changed as provided for under the change of Wasi or Hibah Clause who is to act as a trustee to execute (wasi) or the recipient (Hibah) of the benefit payable in the event that the Participant dies.

Benefit Recipient (Nominee)

Benefit Recipient is the person whom the participant nominates as a Takaful Benefit Recipient upon his/her death before the expiry/maturity of this Certificate

Haj and Umrah Takaful Certificate

INTERPRETATIONS

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, judgment, 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 replacements 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 the Company may be exercised, or made to the Company’s sole, absolute and unfettered discretion and the Company shall not be under any obligation to give any reason.

Haj and Umrah Takaful Certificate

SECTION 2: TERMS AND CONDITIONS

1. 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 deducted by the medical expenses incurred by the company in considering his application.

2. THE CONTRACT

This Certificate, the Schedule and any endorsement to the Certificate or the Schedule shall be read together, and any word or expression to which specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such meaning whenever it may appear.

3. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfilment 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 the Company to make any payment under this Certificate.

In addition, the Person Covered shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the Person Covered knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the Person Covered's expense, from any doctor or Hospital or other source.

4. NON DISCLOSURE OF FACTS

If proven where there is misrepresentation or non-disclosure of facts, this Certificate shall become void and the Company will not be liable to pay the takaful benefit.

5. EVIDENCE OF AGE

The Company reserves the right at any time to require that the age of any Person Covered under this Certificate be proven to its satisfaction.

Evidence of age of a Person Covered must be satisfactory to the Company and will be required before any benefit in respect of him is paid under this Certificate.

Haj and Umrah Takaful Certificate

6. ALTERATION OF CERTIFICATE

The Certificate may, at any time, be amended and changed, 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 the terms and provisions the Company may impose.

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

7. NON ASSIGNMENT

The benefits under this Certificate shall be non-assignable.

8. EXISTING HEALTH CONDITIONS

No benefit shall be payable under this Certificate for coverage of Participant or any Person Covered due to illness or injury occurring before the commencement of this Certificate unless the condition was declared and accepted by the Company at time of proposal and was not excluded in this Certificate.

9. MISSTATEMENT OF AGE

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

10. HIBAH

This Plan practices a concept known as hibah, which is a gift of the Certificate from the Participant to the Hibah Recipient. Only the Participant has the right to cancel or surrender this Certificate at any time.

11. CHANGE OF WASI

The Participant may, by written notice to the Company, revoke the appointment of Wasi named herein, and appoint other Wasi or Wasis with or without reserving the right of revocation or new appointment, and in such event the change will be deemed to be effective from the date of receipt of the notice by the Company.

12. PAYMENT OF TAKAFUL INSTALMENTS

The takaful instalments as shown in the schedule, payable by the participant shall be divided and credited into the following Accounts: -

- (i) A percentage of the takaful instalment as stated in the Schedule shall be credited into the Participant's Account or Participant's Investment Fund in the Family Takaful Fund for savings and investment. No takaful benefits shall be paid from this Account;

Haj and Umrah Takaful Certificate

- (ii) A percentage of the takaful instalment as stated in the Schedule shall be credited into Participants' Special Account or Participant's Risk Fund in the Family Takaful Fund for risk only. The Participants agree to donate this portion of the takaful instalment and the profits there of credited into the Participants' Special Account or Participant's Risk Fund as tabarru' for the purpose of solidarity and brotherhood among the Participants subject to the terms and conditions expressed herein. Takaful benefits shall be paid from this Account.

13. INVESTMENT OF THE TAKAFUL INSTALMENTS

(i) Participant Account/Participant's Investment Fund and Participants' Special Account/Participant's Risk Fund

The Company shall invest the takaful instalments paid by the Participant in the Family Takaful Fund in conformity with the rulings of Shariah. Any profits generated from the investments for each month shall be distributed in accordance with the principle of Al-Mudharabah in the following ratio: -

- a. 70% shall be credited proportionately into the Participant's Account/Participant's Investment Fund and Participants' Special Account/Participant's Risk Fund; and
- b. 30% shall be received by the Company.

14. TABARRU', AL-MUDHARABAH AND DISTRIBUTION OF UNDERWRITING SURPLUS

i. Participant's Account/Participant's Investment Fund

Al-Mudharabah

The Participant hereby agrees that a percentage of the Takaful instalments as stated in the Schedule be credited into Participant's Account/Participant's Investment Fund as savings, for the Company to administer, manage and invest of the said instalments in a manner deemed fit by the Company and accordance to Shariah principles. In consideration thereof, the Participant shall be entitled to share the profits generated from the investment, if any, in the proportion of 70% to Participant and 30% to the Company

ii. Participants' Special Account/Participant's Risk Fund

Tabarru`

The Participant hereby entrusts to the Company of which a percentage of Takaful instalment as stated in the Schedule will be donated as tabarru` into Participants' Special Account/Participant's Risk Fund in the Family Takaful Fund to help other eligible Participants under the takaful contract. Any profit arising out of the investment of the tabarru` in each month, shall be allocated back to the said fund.

Haj and Umrah Takaful Certificate

Al-Mudharabah

The Participant hereby agrees that the Tabarru' portion of Takaful instalments be credited into Participant's Special Account/Participant's Risk Fund as risk element to help other eligible Participants under the takaful contract where the Company is to administer, manage and invest of the said instalments in a manner deemed fit by the Company and accordance to Shariah principles. In consideration thereof, the Participant shall be entitled to share the profits generated from the investment, if any, in the proportion of 70% to Participant and 30% to the Company.

Distribution of Underwriting Surplus

The Participant also understands that the underwriting surplus arising from the Participants' Special Account/Participant's Risk Fund in the Family Takaful Fund as shown in the last valuation by the Company, will only be given to the matured certificates.

15. GRACE PERIOD

- (i) Thirty (30) days' grace period is allowed for the payment of yearly, half-yearly or quarterly takaful instalments, and a fifteen (15) days' grace period is allowed for monthly instalments, for which the receipts shall be issued by the Company. Should the Participant die during such days of grace period, the unpaid takaful instalment shall be deducted from the takaful benefits.
- (ii) If the takaful instalment is not paid within the days of the grace period, the Participant shall be construed as having surrendered the Certificate.

16. SURRENDER

In a situation of unavoidable circumstances, the Participant may elect to surrender the certificate. The participant who surrenders the certificate whether by the enforcement of clauses 15 (ii) above or by his own election, shall agree to relinquish all the balances in his Participants' Special Accounts/Participant's Risk Fund as referred to in clause 12 (ii) above.

17. PARTIAL WITHDRAWAL

The Participant may elect to partial withdraw his balances in Participant's Accounts/Participant's Investment Fund provided that the Certificate has been effective for two (2) or more years since commencement date of the Certificate and there is no lapse payment. In the event of lapse payment, the Participant shall agree to pay the lapse payment first.

For each Takaful Certificate, only five (5) withdrawal periods are allowed during the Takaful Certificate period where the minimum period between each withdrawal is two (2) years.

The maximum eligible amount of withdrawal will be subject to number of effective years of the Certificate.

The partial withdrawal will reduce the surrender and maturity value of the Certificate.

Haj and Umrah Takaful Certificate

18. SERVICE CHARGE

In the event that the Certificate is endorsed, surrendered or partial withdrawn, the Company shall charge BND30.00 per certificate. There will be no service charge should the Participant surrender the Certificate during the cooling off period. The Company shall be entitled at its sole discretion to revise the service charge at any time and will use reasonable endeavors to notify the Participant of such revisions.

19. PAYMENT AT MATURITY

Upon the maturity of the Certificate as shown the Schedule, the Participant shall receive the balances due from his Participant's Account/Participant's Investment Fund and his proportionate surplus, if any, arising from the Participants' Special Account/Participant's Risk Fund are shown in the last valuation by the Company.

20. ARBITRATION

The Parties shall make every effort to amicably resolve by direct informal negotiation any dispute between them pursuant to or in connection with this Certificate. If the Parties are unable to amicably resolve any dispute within thirty (30) working days from the date such dispute arose, either Party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the Arbitration Order, 2009. The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

21. IN THE EVENT OF FRAUD

If any claim shall, in any respect, be false or fraudulent or if fraudulent means or devices are used by the Participant or Person Covered or anyone acting on their behalf to obtain benefit hereunder, then the coverage for the Person Covered shall be cancelled immediately and all benefits and contribution forfeited.

22. RETAKAFUL (REINSURANCE)

The Company shall have the discretion to secure adequate retakaful (reinsurance) from any sources it deems fit for the benefit of the Participant.

Haj and Umrah Takaful Certificate

SECTION 3: ELIGIBILITY

On the commencement date of the coverage, the Person Covered must be:

1. Adult Aged Next Birthday eighteen (18) to sixty-five (65) years old and the Certificate must mature before the age of seventy (70) years;
2. Brunei Citizens or Residents of Brunei.

SECTION 4: COVERAGE

1. BASIC COVER: DEATH BENEFIT

- (i) In the event that the Participant shall die before the Date of Maturity of the Certificate as shown in the Schedule, the Company shall pay the takaful benefits as follow: -
- (a) To the Wasi or Hibah Recipient, the balances due to the deceased Participant from his Participant's Account/Participant's Investment Fund prior to the date of his death as referred to in clause 12 (i); and
 - (b) To Benefit Recipient, the unpaid amount of takaful instalments for the period from the date of his death until the date of maturity of the Certificate.
- (ii) the payment of takaful benefits from the Participants' Special Account/Participant's Risk Fund is subject to the following conditions: -
- (a) that the information and particulars disclosed and declared by the Participant in the proposal and declaration form are true and correct;
 - (b) that the death of the Participant is not due to or arising from exclusions;
 - (c) that the Participant has not made a request, written or otherwise, to surrender the Certificate prior to the date of his death;
 - (d) that at the date of his death, the payment of all takaful instalments due is in order.

2. THE TOTAL PERMANENT DISABILITY BENEFIT

Upon receipt and approval of due proof that the Participant under the Basic Certificate, shall have suffered from a permanent total disability, the Company shall pay to the Participant an advance payment as follows:

An advance payment of one-tenth (1/10) of the takaful benefits payable on death shall be payable annually on each Certificate anniversary subsequent to the date of commencement of the Disability as defined.

Such advance payment will only be made upon production of the Certificate and the takaful benefits payable on death will be reduced by the amount of any advance payment made in respect of such Basic Certificate.

Notwithstanding any pre-existing agreement to the contrary, all such advance payments shall be subject to the prior deduction of any outstanding sum under the Basic Certificate.

Advance payment shall only be payable during the continuance of the Disability as defined, and the number of advance payments shall in no circumstance exceed ten (10) times.

Haj and Umrah Takaful Certificate

If during Disability and prior to the payment of ten advance payment, the Participant dies, the Company will subject to due proof, pay the balance of the takaful benefits payable on death under such Basic Certificate. The Company reserves the right to convert the annual benefits and pay in one lump sum.

Disability benefit will cease upon Person Covered attaining the age of sixty (60) years old

If both Death and Total Permanent Disablement occur, the Company's liability is limited to one event whichever comes first.

Hai and Umrah Takaful Certificate

SECTION 5: EXCLUSIONS

1. DEATH BENEFIT

The Company shall not pay takaful benefit if the death of Participant resulted either directly or indirectly from:

- a. Pre-Existing Condition as defined and/or as agreed by the Company in writing prior to the commencement date of the Certificate;
- b. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- c. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- d. Suicide;
- e. Being under the influence of alcohol, misuse of drugs, hallucinogenic substances; whether or not within the prescribed limit under the law;
- f. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

2. TOTAL PERMANENT DISABILITY AND ACCIDENTAL DEATH

The Company shall not pay takaful benefit if Total Permanent Disability or Accidental Death of the Participant resulted either directly or indirectly from:

- a. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Certificate;
- b. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- c. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- d. Attempted suicide or self – inflicted injury whilst sane or insane;
- e. Any breach of the law by the Participant inclusive to those which resulted in imprisonment or any assault provoked by him;
- f. Under the influence of alcohol, misuse of drugs, hallucinogenic substances; whether or not within the prescribed limit under the law;

Haj and Umrah Takaful Certificate

- g. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airlines or charter services;
- h. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- i. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- j. Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;
- k. Serving in any capacity for any navy, army, airforce, police force or security personnel;
- l. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
- m. Any disability of person covered age of sixty (60) years old.

Haj and Umrah Takaful Certificate

SECTION 6: CLAIM

1. NOTICE OF CLAIM

Written notice of an occurrence upon which a claim under this Certificate may be based must be given to the Company within thirty (30) days of such occurrence.

2. EXAMINATION

The Company shall have the right and opportunity through its medical representative to examine the person covered when and as often as it may reasonably require during the course of a claim hereunder and, in the case of death, to investigate the circumstances of the death.

3. PROOF OF CLAIM

All the documents, information and evidence required by the Company shall be furnished at the expense of the Claimant and shall be in such form and of such nature as the Company may prescribe.

4. PAYMENT OF CLAIM

Any payments under this Certificate shall be payable to the Participant or Wasi or Hibah Recipient or Benefit Recipient and the Claimant shall be liable for any estate duty which may become payable in respect thereof. Any receipt or discharge which the Claimant 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. FRAUDULENT CLAIM

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices be used by the Participant or any one acting on his behalf to obtain any benefit under this Certificate, or if the claim be occasioned by the willful act or with the connivance of the Participant, all benefit under this Certificate shall be forfeited. If any payment has been made by the Company, the Company has the right to recover such payment and take legal action against the Participant.

6. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover prior to the expiration of one (1) year or after the expiration of two (2) years from the date of commencement of occurrence.

Haj and Umrah Takaful Certificate

CLAIMS CONTACT DETAILS

Please contact:

Claims Department
Unit 1 & 2 Kompleks Seri Kiulap
Kg Kiulap, Gadong
Bandar Seri Begawan BE1318,
Negara Brunei Darussalam

Telephone No.: +673 2231 100

The English version of the Certificate is valid and will be referred to, in the event of any dispute arising from this Certificate.