



CRITICAL ILLNESS TAKAFUL CERTIFICATE

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Critical Illness Takaful Certificate

CRITICAL ILLNESS 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 in respect of events occurring during the period of takaful as stated in 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).

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.

Diagnosis

Means the definitive diagnosis made by a Physician, based upon specific evidence, as referred to in the definition of the particular illness concerned, or, in the absence of specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such diagnosis must be supported by the Company's Medical director who may base his / her opinion on the medical evidence submitted by the Person Covered and / or any additional evidence that he/she may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to call for an examination, of either the Person Covered or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert shall be binding on both the Person Covered and the Company.

Documented Evidence

Means the written test results, including the Physician's written interpretations (original or authentic copies)

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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 organised 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 who participates under this takaful plan. Participant may not necessarily Person Covered.

Pathological Evidence

Means documentation of positive test results. To be acceptable pathological evidence under the terms of this Certificate, documentation of diagnostic test must be dated (month, date and year) and signed by a Physician qualified to interpret the diagnostic data. A clinical Diagnosis alone will not be considered pathological evidence. (A cancer diagnostic must be made by a Physician certified to practice pathological anatomy or osteopathic pathology. For cancer, the evidence must be based on microscopic examination of fixed tissues, or preparations from the haemic system). The company reserves the right to have pathological evidence examined by a Physician of its choosing.

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 of the Certificate

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

Pre-Existing Conditions

mean any injury, illness, condition or symptom:

- 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.

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Reasonable and Customary Charges

Means charges for medical care which shall be considered by the Company or its medical advisers 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 Brunei Darussalam 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 the Company, Hospitals and Physicians shall also be indicative of such Reasonable and Customary Charges.

Schedule

Means the schedule to this Certificate and the information that contains the details of Participant, Coverage, 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.

Waiting Period

means the period of ninety (90) days from commencement date of the Certificate / endorsement. No benefit due to illness occurring during this period will be payable. Any renewal done after thirty (30) days of expiry will be subject to a fresh Waiting Period.

Wakalah

Means a contract whereby the participant appoints the Company as Wakeel (agent) to administer, manage, invest and distribute the Takaful fund in the event of claim and the participant agrees to give Wakalah Fee for the aforementioned services.

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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.

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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 less 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. DISCLOSURE OF PRE-EXISTING CONDITIONS

The Participant is under obligation to inform the Company in writing by registered mail or personally delivered to the Company 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 takaful cover. No benefits shall be payable under this Certificate for Coverage of the Participant or Person Covered due to illness or injury that was not declared in the proposal form.

4. WRITTEN NOTICE OF CHANGE

Any changes in declaration that 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 the Company immediately. Immediate notice of injury, disease, physical defect or infirmity affecting the Person Covered must also be made. Upon failure to do so, the Company will not be liable to pay the takaful benefit.

5. 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.

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 authorised officer of the Company.

7. NON ASSIGNMENT

The benefits under this Certificate shall be non-assignable.

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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 Person Covered would not have been eligible for coverage under this Certificate, no benefit will be payable.

10. RENEWAL AND CANCELLATION OF CERTIFICATE

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal takaful contribution becoming due. The Certificate shall not be renewable in respect of any Person Covered after the end of the period of takaful during which such Person Covered reaches the age limit as stated in the Schedule. The Company reserves the right to vary the terms and provisions of this Certificate on any Certificate anniversary.

This Certificate may be cancelled by the Participant by serving at least seven (7) days' notice to the Company, such notice to state when thereafter cancellation shall become effective.

In such event, provided no claim has been made during the current Certificate year, the Participant shall be entitled for a return of the net takaful contribution (after deduction of wakalah fee) calculated pro-rata for the unexpired period of takaful.

This Certificate may be cancelled by the Company by giving written notice of cancellation to the Participant at the business address shown therein, stating when, not less than seven (7) days thereafter, such cancellation shall become effective. Similarly, a pro-rata refund of net contribution (after deduction of wakalah fee) for the unexpired period of takaful will be made to the Participant for this cancellation provided the Company has not been advised of any claim.

11. SERVICE CHARGE

In the event that the certificate is endorsed or cancelled, the Company shall charge BND10.00 per certificate.

No service charge for certificate surrendered during the cooling off period.

12. 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 (2) Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties or in case the Arbitrator do not agree of an Umpire appointed in writing by the Arbitration before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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13. CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of takaful that the Takaful Contribution due must be paid and received by the Company within thirty (30) days from the inception date of this Certificate/Endorsement.

If the Takaful Contribution is not received by the 30th day, then this contract of takaful will be automatically cancelled and the Company shall be entitled to the pro-rata Takaful Contribution on the period they have been on risk subject to a minimum of BND50.

Where the Takaful Contribution payable pursuant to this warranty is received by the Company or an authorised takaful agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was received by a person, including an authorized takaful agent, who was not authorised to receive such Takaful Contribution shall lie on the Company.

Subject otherwise to the terms and conditions of the takaful certificate.

14. CO-ORDINATION OF BENEFITS

The Certificate will not provide compensation other than on a proportionate basis if the Participant or Person Covered has any other takaful or insurance in force or is entitled to indemnity from any other source in respect of the same Accident, illness, death or expense. The Company has full rights of subrogation and may take proceedings in the Participant's or Person Covered's name, but at the Company's expense, to recover for the Company's benefit paid under the Certificate.

15. 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.

16. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS.

i. Basic (Annual)

Tabarru`

Participant hereby entrust to the Company, of which 70% of the Takaful contribution will be donated as Tabarru` into the Group Family Takaful Fund to help other eligible Participants under the takaful contract

Al-Wakalah

The Participant hereby appoint the Company as Wakeel (agent) to administer, manage, invest according to Shariah Principles and distribute the Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, the Participant agrees to give apportions 30% of the Takaful contribution to the Company as Wakalah Fee for the aforementioned services.

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Distribution of Underwriting Surplus

The Participant also understands that the underwriting surplus arising from the said Fund, if any, shall be managed by the Company in a manner deemed fit by the Company and accordance to Shariah principles which shall give benefits to the Participant and the said Takaful Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus will only be distributed to the renewed certificate at the Company and the Participant has not incurred any claim and/or received any compensation and/or benefit under the takaful contract whilst the same is in force, which are also subject to the discretion of the Company and the integrity of the Takaful Fund. If the Takaful Certificate is not renewed, the Participant further agrees that there shall no underwriting surplus entitled to Participant and it shall be donated as Tabarru' in the Group Family Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

ii. Supplementary Contract (Riders)

Tabarru`

Participant hereby entrust to the Company, of which ___% (as per table below) of the Takaful contribution will be donated as Tabarru` into the Group Family Takaful Fund to help other eligible Participants under the takaful contract

Al-Wakalah

The Participant hereby appoint the Company as Wakeel (agent) to administer, manage, invest according to Shariah Principles and distribute the Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, the Participant agrees to give apportions ___% (as per table below) of the Takaful contribution to the Company as Wakalah Fee for the aforementioned services.

Year	Wakalah Percentage	Tabarru' Percentage
1 st year:	20%	80%
2 nd year:	15%	85%
3 rd year:	15%	85%
4 th year onwards:	5%	95%

Distribution of Underwriting Surplus

The Participant also understands that the underwriting surplus arising from the said Fund, if any, shall be managed by the Company in a manner deemed fit by the Company and accordance to Shariah principles which shall give benefits to the Participant and the said Takaful Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus will only be distributed to the participant as hibah in a manner and time deemed fit by the Company provided that the participant has not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force.

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17. NON-GUARANTEED CONTRIBUTION PAYABLE

The Takaful Contribution payable is not guaranteed and the Company reserve the right to revise the Takaful Contribution payable based on future claim experience.

18. 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.

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SECTION 3 : ELIGIBILITY

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

1. Adult Aged Next Birthday between eighteen (18) to sixty five (65) years old for new business, for renewal it can be extended up to 70 years old.
2. Child Aged Next Birthday between six (6) months to seventeen (17) years old;
3. Brunei Citizens or Residents of Brunei.

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SECTION 4 : COVERAGE

The Company will pay to the Participant the Sum or Sums of money specified in the Schedule if all of the following conditions are satisfied:

- i. Person Covered experiences a critical illness specifically listed and defined in this Certificate, and
- ii. The Critical Illness experienced by the Person Covered is the first incident of the critical illness, and
- iii. The critical illness or the symptoms of which commenced only after the Certificate is taking effect from ninety (90) days after the Effective or the date of reinstatement, whichever is later, and
- iv. None of the General Limitation or Exclusions specifically identified in this Certificate apply

If all these conditions have been satisfied except condition number (iii), then the Company shall refund to the Participant all contributions he has paid under this Certificate and the Company shall not be liable for any other payment or benefit

Only one (1) Lump Sum Benefit payment will be made during the Person Covered's lifetime regardless of the number of critical illness suffered by the Person Covered.

1. Alzheimer's Disease / Severe Dementia

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging test, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Person Covered. This Diagnosis must be supported by the clinical confirmation of an appropriate consultant and supported by the Company's appointed doctor.

The following are excluded:

- i. non-organic diseases such as neurosis and psychiatric illnesses; and
- ii. alcohol related brain damage.

2. Aorta Graft Surgery

The undergoing of surgery for disease to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft. The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- i. Any other surgical procedure, for example the insertion of stents or endovascular repairs;
- ii. Surgery following traumatic injury to the aorta;
- iii. Surgery performed using only minimally invasive or intra arterial techniques.

3. Angioplasty & Other Invasive Treatment for Coronary Artery

A benefit equal to ten percent (10%) of the lump sum benefit sum assured subject to a maximum shall be paid if the assured actually undergoes balloon angioplasty or similar intra arterial catheter procedure to correct a narrowing of minimum sixty percent (60%) stenosis, of one (1) or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered medically necessary by a consultant cardiologist.

"Coronary arteries" refers to left main stem, left anterior descending, circumflex and right coronary artery.

This benefit is payable one (1) time during the life of the Certificate and shall automatically cease upon such payment. The lump sum benefit sum assured shall be reduced accordingly to the amount claimed.

Diagnostic angiography is excluded

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4. Aplastic Anaemia

Chronic persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- a. Blood product transfusion
- b. Marrow stimulating agents;
- c. Immunosuppressive agents; or
- d. Bone marrow transplantation.

The Diagnosis must be confirmed by a hematologist.

5. Bacterial Meningitis

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least six (6) weeks. This Diagnosis infection must be confirmed by:

- a. the presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- b. A consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

6. Benign Brain Tumour

A benign tumour in the brain where all following conditions are met:

- a. it is life threatening;
- b. it has caused damage to the brain;
- c. it has undergone surgical removal or, if inoperable, has caused a permanent neurological deficits; and
- d. its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques.

The following are excluded:

- i. cysts;
- ii. granulomas;
- iii. vascular malformations;
- iv. haematomas; and
- v. tumour of the pituitary gland or spinal cord.

7. Blindness (Loss of Sight)

Total and irreversible loss of sight in both eyes as a result of illness or Accident. The blindness must be confirmed by an ophthalmologist.

8. Coma

A coma that persists for at least ninety six (96) hours. This Diagnosis must be supported by evidence of all of the following:

- a) no response to external stimuli for at least ninety six (96) hours;
- b) life support measure are necessary to sustain life; and
- c) brain damage resulting in permanent neurological deficit which must be assessed at least thirty (30) days after onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

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9. Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one (1) or more coronary arteries with bypass grafts. This Diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra arterial, catheter based techniques, 'keyhole' or laser procedures are excluded.

10. Deafness (Loss of Hearing)

Total and irreversible loss of hearing in both ears as a result of illness or Accident. This Diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, and Throat (ENT) specialist.

“Total” means the loss of at least ninety five (95) decibels in all frequencies of hearing.

11. End Stage Liver Failure

End stage liver failure as evidenced by all of the following:

- a) permanent jaundice;
- b) ascites; and
- c) hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

12. End Stage Lung Disease

End stage lung disease, causing chronic respiratory failure. This Diagnosis must be supported by evidence of all of the following:

- a. FEV1 test results which are consistently less than one (1) litre;
- b. Permanent supplementary oxygen therapy for hypoxemia;
- c. Arterial blood gas analyses with partial oxygen pressure of 55mmHg or less ($\text{PaO}_2 \leq 55\text{mmHg}$); and
- d. Dyspnea at rest.

The Diagnosis must be confirmed by a respiratory Physician.

13. Fulminant Hepatitis

A submassive to massive necrosis of the liver by the hepatitis virus, leading precipitously to liver failure.

This Diagnosis must be supported by all of the following:

- a. rapid decreasing of liver size;
- b. necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c. rapid deterioration of liver function tests;
- d. deepening jaundice; and
- e. hepatic encephalopathy.

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14. Heart Attack

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- a. Typical clinical symptoms (for example, characteristic chest pain);
- b. New characteristic electrocardiographic changes;
- c. The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
 - Troponin T > 1.0 ng/ml
 - AccuTnl > 0.5 ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction.

Other acute coronary syndromes including but not limited to angina are excluded.

15. Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The Diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

16. HIV due to Blood Transfusion and Occupationally Acquired HIV

Section A:

Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following condition are met:

- a. the blood transfusion was medically necessary or given as part of a medical treatment;
- b. the blood transfusion was received in Brunei after the Effective date, date of endorsement or date of reinstatement of this certificate, whichever is the later;
- c. the source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood: and
- d. the Person Covered does not suffer from thalassaemia major or haemophilia.

Section B:

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the Effective Date, date of endorsement or date reinstatement of this certificate, whichever is the latest whilst the Person Covered was carrying out the normal professional duties of his or her occupation in Brunei, provided that all of the following are proven to the Company's satisfaction:

- a. proof of the Accident giving rise to the infection must be reported to the Company within thirty (30) days of the Accident taking place;
- b. proof that the Accident involved a definite source of the HIV infected fluids;
- c. proof of sero-conversion from HIV negative to HIV positive occurring during the one hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident; and
- d. HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded.

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This benefit is only payable when the occupation of the Person Covered is a medical practitioner, housemen, medical student, state registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic (in Brunei).

This benefit will not apply under either Section A or B where a cure has become available prior to the infection. “Cure” means any treatment that renders the HIV inactive or non-infectious.

17. Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

18. Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of twelve (12) months. This Diagnosis must be supported by medical evidence furnished by an Ear, Nose Throat (ENT) specialist.

All psychiatric related causes are excluded.

19. Loss of Hands or Feet

Permanent physical severance of any combination of two (2) or more hands or feet at or above the wrist or ankle joints due to illness or accident.

20. Major Burns

Burn that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

21. Major Cancers

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This Diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- i. tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: carcinoma-in-situ of the breast ,cervical dysplasia CIN-1, CIN-2 and CIN-3;
- ii. hyperkeratosis, basal cell and squamous skin cancers, and melanomas of less than 1.5mm breslow thickness , or less than clark level 3, unless there is evidence of metastases;
- iii. prostate cancers histologically described as TNM classification T1a or T1b or prostate cancers of another equivalent or lesser classification, T1N0M0 papillary micro-carcinoma of the thyroid less than 1 cm in diameter, papillary micro-carcinoma of the bladder, and chronic lymphocytic leukaemia less than RAI stage 3; and
- iv. all tumours in the presence of HIV infection.

22. Major Head Trauma

Death of brain tissue to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

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23. Major Organ / Bone Marrow Transplantation

The receipt of a transplant of:

- a) human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- b) one of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

24. Motor Neurone Disease

Motor neurone diseases characterised by progressive degeneration of corticospinal tracts and anterior horns cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This Diagnosis must be confirmed by a neurological as progressive and resulting in permanent neurological deficit.

25. Multiple Sclerosis

The definite occurrence of multiple sclerosis. The Diagnosis must be supported by all of the following :

- a) investigations which unequivocally confirm the Diagnosis to be multiple sclerosis;
- b) multiple neurological deficits which occurred over a continuous period of at least six (6) months; and
- c) well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as Systemic Lupus Erythematosus (SLE) and HIV are excluded

26. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The Diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist. The condition must result in the inability of the Person Covered to perform (whether aided or unaided) at least three (3) of the following six (6) "Activities of Daily Living" for a continuous period of at least six (6) months:

"Activities of Daily Living" shall mean:

- a. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactory by other means;
- b. Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c. Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d. Mobility – the ability to move indoors from room to room on level surfaces;
- e. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f. Feeding - the ability to feed oneself once food has prepared and made available.

27. Paralysis (Loss of Use of Limbs)

Total and irreversible loss of use of at least two (2) entire limbs due to injury or disease. This condition must be confirmed by a consultant neurologist. Self-inflicted are excluded.

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28. Parkinson's Disease

The unequivocal Diagnosis of idiopathic Parkinson's disease by a consultant neurologist. This Diagnosis must be supported by all of the following conditions:

- a) the disease cannot be controlled with medication;
- b) signs of progressive impairment: and
- c) inability of the Person Covered to perform (whether aided or unaided) at least three (3) of the following six (6) 'Activities of Daily Living' for a continuous period of at least six (6) months.

"Activities of Daily Living" shall mean:

- i. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactory by other means;
- ii. Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility – the ability to move indoors from room to room on level surfaces;
- v. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding - the ability to feed oneself once food has prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

29. Primary Pulmonary Hypertension

Primary pulmonary hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterisation, resulting in permanent physical impairment of at least class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The NYHA Classification of Cardiac Impairment:

Class I: no limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.

Class II: slight limitation of physical activity. Ordinary physical activity results in symptoms.

Class III: marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

Class IV: unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

30. Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This Diagnosis must supported by all the following conditions:

- a) Evidence of permanent neurological damage confirmed by a neurologist at least six (6) weeks after the event; and
- b) Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques consistent with the Diagnosis of a new stroke.

The following are exclude:

- i. Transient ischaemic attacks;
- ii. Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease;
- iii. Vascular disease affecting the eye or optic nerve; and
- iv. Ischaemic disorders of the vestibular system.

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31. Terminal Illness

The conclusive Diagnosis of an illness that is expected to result in the death of the Person Covered within twelve (12) months. This Diagnosis must be supported by a specialist and confirmed by the Company's appointed doctor.

Terminal illness in the presence of HIV infection is excluded.

Critical Illness Takaful Certificate

SECTION 5: EXCLUSIONS

The Company shall not pay takaful benefit if critical illness of Person Covered resulted either directly or indirectly from:

- (a) An opportunistic infection and/or malignant neoplasm (tumor) and/ or any sickness condition, if at the time of the critical illness the person covered had Acquired Immune Deficiency Syndrome (AIDS) or tested sero-positive to HIV (Human-deficiency Virus)
 - i. For the purpose of this exclusion the term “Acquired Immune Deficiency Syndrome” shall have the meanings assigned to it by the World Health Organisation as given in their manual. Acquired Immune Deficiency Syndrome shall include HIV (Human Immuno-deficiency Virus) encephalopathy (dementia), HIV wasting syndrome, and ARC (AIDS Related Condition).
 - ii. Opportunistic infections shall include but not limited to pneumosystis carinii pneumonia, organism of chronic enteritis virus and/ or disseminated fungi infection.
 - iii. Malignant neoplasm shall include but not limited to Kaposi’s Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome.
- (b) Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Certificate;
- (c) Any congenital anomalies or physical defects;
- (d) Any critical illness, injury or sickness other than specifically defined in this certificate;
- (e) Intentional self-injury, suicide, attempted suicide (whether felonious or not), provoked assault, intoxication, drugs, intemperance or insanity, venereal disease, or any physical defect or infirmity, childbirth or miscarriage, pregnancy;
- (f) The Person Covered engaging in racing of any kind other than bicycle engaged on a leisure basis, on foot and swimming;
- (g) Anthrax blood-poisoning, erysipelas, ptomaine poisoning, pyaemia, septicemia and/or tetanus;
- (h) Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- (i) Critical Illness or the symptoms contracted within the waiting period of ninety (90) days from commencement date of Certificate;
- (j) Ionising, radiations of contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission;
- (k) Nuclear weapons material;
- (l) Any person under age of six (6) months or over the age of sixty-five (65) years.

Critical Illness 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.

Provided that the Person Covered has become totally and permanently disabled, affirmative proof must be submitted to the Company after six (6) months and within nine (9) months from the date of occurrence of the disability. Failure to furnish such notice within the said period shall not invalidate any claims provided that it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

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.

Though proof of Disability may have been accepted as satisfactory by the Company, the Company shall be entitled to demand, from the Person Covered proof of the continuance of such Disability, when and as often as it may reasonably require, If the Person Covered fails to furnish such proof, or if the Person Covered ceases to suffer from such disability, the Company reserves the right to discontinue further annual benefit payments.

4. PAYMENT OF CLAIM

Any payments under this Certificate shall be payable to the Participant or Wasi 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. 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.

Critical Illness Takaful Certificate

CLAIMS CONTACT DETAILS

Please contact:

Claims Department
Unit 1 & 2 Kompleks Seri Kiulap
Kg Kiulap, Gadong
Bandar Seri Begawan BE1518,
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.