



TAKAFUL GROUP PERSONAL ACCIDENT CERTIFICATE

TAKAFUL GROUP PERSONAL ACCIDENT CERTIFICATE WORDING

This **TAKAFUL CERTIFICATE** is a contract between **TAKAFUL BRUNEI AM SDN BHD** and **YOU**.

You have applied for this Takaful Certificate with a Proposal for Takaful Group Personal Accident form and by signing a declaration therein. In return for the Takaful Contribution, We will cover You if the Person Covered shall sustain bodily injury caused by violent accidental, external and visible means which injury shall solely and independently of any other cause result in his death or permanent disablement as within defined during the Period of Takaful. We will pay to You the sum or sums or money specified in the Table of Benefits allocated to the said Person Covered in the Schedule and the receipt by You shall in all respect be an effective discharge to Us.

Conditions Precedent to Our Liability under this Takaful Certificate

The due observance and fulfillment of the terms of this Takaful Certificate insofar as they relate to anything to be done or not be done by You and the truth of the statements and answers in the Proposal for Takaful Group Personal Accident form shall be conditions precedent to any liability by Us to make any payment of benefit under this Takaful Certificate.

Time of Payment of Takaful Contribution

The Takaful Contribution must be paid to Us or to Our authorized 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 You are given a specific grace period by Us.

If You are given 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 We were on risk.

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SECTION 1: DEFINITIONS AND INTERPRETATIONS

DEFINITIONS:

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

Age

Entry age at next birthday from the commencement date of the Schedule.

Accident

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

Basic Cover Cancellation

Cancellation of the schedule due to non-disclosure thus making it void.

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.

Claimant

The participant or any person on behalf of the participant who wishes to make a claim for the payment of any benefit under the Takaful contract.

Commencement Date

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

Contribution

Contribution paid by participant in the amount, in the manner, at the intervals and in the method specified in the Schedule.

Contribution period

The period between the contribution commencement and expiry date as specified in the schedule.

Date of Expiry

Means the date when the Certificate expires.

Endorsement

A written document issued by the company amending the original terms and conditions of the schedule, which is attached to or endorsed on to the contract.

Exclusion

A provision that indicate circumstances or events for which benefits will not be payable.

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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.

Law

The law of Negara Brunei Darussalam and principles of *shari'ah*.

Lapse

Termination of Takaful Certificate due to the Participant failing to pay the contribution due within in the Grace Period.

Benefit Recipient (Nominee)

A person whose name has been nominated by the Certificate owner and such nomination is notified in writing to the company and who is entitled to receive the applicable benefits upon the death of the Participant subject to terms and condition of the certificate.

Participant / You / Your

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

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.

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:

- 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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Schedule

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

Sum Covered

Means the maximum amount of benefit payable by the Company.

Additional Clause/Endorsement

Means additional benefits or coverage to the basic Certificate for additional Contribution approved by the Company and is effective only when incorporated in the Schedule or endorsed thereon and when so incorporated or endorsed form an integral part of the whole Certificate.

Surrender

Cancellation of the Certificate at the request of the Participant.

Tabarru'

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

Takaful Brunei Am Sdn Bhd/We/Our/Us

Means 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, Levels 1, 2, 7 & 8, Jalan Pemancha, Bandar Seri Begawan BS8711, Brunei Darussalam.

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; loss of function; with regard to eyes, total and irrevocable loss of sight.

Waiting Period

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

Death - means the period of twelve (12) months from commencement date of the Certificate / endorsement. No death benefit due to pre-existing illness occurring during this period will be payable.

Wakalah

Means a contract whereby the Participant appoints Us 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.

Year

A period of twelve (12) calendar months.

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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 Takaful Brunei Am Sdn Bhd’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. Written Notice of Change

- i. Any changes in declaration from what was previously declared in the proposal form that may increase the risk of a claim or any changes on the Certificate Schedule shall be informed or communicated in writing by registered mail or personally delivered to Us immediately in any event within 7 days of the change or increase of risk. Failure to inform Us by then, We will not be liable to pay the takaful benefit
- ii. No alteration in the terms of this Certificate nor any endorsement hereon shall be valid unless the same is signed or initialed by an authorized signatory of Takaful Brunei Am Sdn Bhd.
- iii. You shall give immediate notice and in any event within 7 days to Us of any change in his or the Persons Covered's, business or occupation or habits or pursuits or residence or of any disease, injury or physical defect or infirmity with which he has become affected or of which he has become cognizant, and shall pay any additional takaful contribution that may be required Us.
- iv. You shall give notice to Us of any other takaful or insurance effected against accident and/or incapacity and or any other perils covered herein this Certificate.

2. Records and Reports

You shall furnish periodically to Us, information relating to the new employees and dependants to be covered and terminations of takaful of employees and dependants that may be required by Us to administer the coverage. Upon request by Us at, not more than once a year, You shall furnish a statement to Us of the ages, occupation and such other relevant data concerning the employees as may reasonably be considered to have a bearing on the administration of this Takaful and on the determination of the future Takaful Contribution rates. Such information and records shall be open for inspection by Us at any reasonable time.

3. Disclosure of Pre – Existing Condition

You are under obligation to inform Us in writing by registered mail or personally delivered to Us 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 every new term of takaful cover.

No benefits shall be payable under this Certificate for Death or Disablement of any Person Covered due to illness or injury occurring before the payment of the applicable takaful contribution.

4. Cancellation of Certificate

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

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The Certificate may also be cancelled at any time by giving written notice to Us by registered mail or by hand delivery to Us. All communication is directed to the Underwriting Executive. Such cancellation shall be effective only on the date of the actual receipt of the notice by Us 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 You 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 Participants after deduction of the wakalah fee and the applicable cancellation levy.

You shall return the current original Certificate, official receipt and pay cancellation levy to Our counter on or before the date of cancellation.

5. Evidence of Age

We reserve 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 Us and will be required before any benefit in respect of him is paid under this Certificate.

6. Non Assignment

The benefits under this Certificate shall be non-assignable

7. Existing Health Conditions

No benefit shall be payable under this Certificate for coverage of any Person Covered due to illness or injury occurring before the commencement of this Certificate unless person Covered affected by this condition has been covered continuously under the Certificate for twelve (12) months with no gap in the coverage.

8. 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

9. 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.

10. Termination of Cover

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

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

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11. 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 You and agreed to by Us, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to terms and provisions of Takaful Brunei Am Sdn Bhd may imposed.

12. Subrogation of Rights

You shall, at Our expense, do, and concur in doing, 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 Us or otherwise, for the purpose of enforcing all rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon Our payment for or making good any loss or damage under this Certificate, whether such acts or things shall be or become necessary or required before or after Your indemnification by Us.

13. 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. We have full rights of subrogation and may take proceedings in the Participant's or Person Covered's name, but at Our expense, to recover for Our benefit paid under the Certificate.

14. Selection of Employees

As a condition precedent to Our liability, You will take reasonable steps to establish the good health and suitability for the employment of all new staff as appropriate and shall not permit to be Person Covered hereunder any person known by You at the date of employment to be in need of or likely to require in-hospital treatment covered by the Certificate unless such facts are fully disclosed and accepted by Us in writing prior to commencement of cover for the Person Covered concerned.

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 You 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. 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.

17. Disclaim of Liability

If We shall disclaim liability to You or Your Legal Personal Representative(s) or any claimant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been filed in a Court of Negara Brunei Darussalam, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

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18. Absolute Ownership

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

19. Takaful Principle 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 the Schedule. To this end, You agree to give 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 Am Sdn Bhd and accordance to 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 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.

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SECTION 3: COVERAGE

Bodily Injury cause by violent accidental external and visible means which injury solely independently of any other cause result in the following losses, benefit of which are payable as specified in the Schedule;

- A. DEATH** occurring within twelve calendar months of bodily injury as aforesaid.
- B. PERMANENT DISABLEMENT** to determine if the total disability has become a permanent one, it must continue uninterruptedly for a period of at least six (6) months. The percentages as stated in the Table of Benefits.
- C.1. TOTAL DISABLEMENT** temporarily from engaging in or giving attention to profession or occupation.
- C.2. PARTIAL DISABLEMENT** temporarily from engaging in or giving attention to profession or occupation.
- D. MEDICAL AND SURGICAL TREATMENT** for such injury in respect of any one accident.

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

	Description of Injury	Percentage of Compensation
1	Accidental Death	100
2	Permanent Disablement:	
3	Loss of two limbs	100
4	Loss of both hands, or of all fingers and both thumbs	100
5	Total loss of sight of both eyes	100
6	Total Paralysis	100
7	Injuries resulting in being permanently bedridden	100
8	Any other injury causing permanent total disablement	100
9	Loss of arm at shoulder	100
10	Loss of arm between shoulder and elbow	100
11	Loss of arm at elbow	100
12	Loss of arm between elbow and wrist	100
13	Loss of hand at wrist	100
14	Loss of leg - at hip; or - between knee and hip; or - below knee	100
15	Eye: loss of - both eyes; or - one eye - sight of both eyes; or - sight of, except perception of light - lens of	100 50 100 50 50
16	Loss of four fingers and thumb of one hand	50
17	Loss of four fingers	40
18	Loss of thumb - both phalanges - one phalanx	25 10

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19	Loss of index finger - three phalanges - two phalanges - one phalanx	10 8 4
20	Loss of middle finger - three phalanges - two phalanges - one phalanx	6 4 2
21	Loss of ring finger - three phalanges - two phalanges - one phalanx	5 4 2
22	Loss of little finger - three phalanges - two phalanges - one phalanx	4 3 2
23	Loss of metacarpals - first or second (additional) - third, fourth or fifth (additional)	3 2
24	Loss toes - all - great, both phalanges - great, one phalanx - other than great, if more than one toe lost, each - if more than one, each	15 5 2 1 1
25	Loss of hearing - both ears - one ear	75 15
26	Loss of speech	50

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

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

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SECTION 4: PROVISION

1. Unless otherwise agreed and endorsed hereon and subject to the limit of cover of this Certificate, the compensation payable in respect of death or disablement occurring whilst the number of Persons Covered are to the Participant's knowledge traveling in the same conveyance occurring shall be limited to a maximum benefit of B\$1,000,000.00.

In the event the aggregate exceeds the amount, We shall settle the claims of the respective Persons Covered on a proportionate basis.

2. The compensation shall be payable only when the claims shall have been proved to the satisfaction of Takaful Brunei Am Sdn Bhd.
3. Compensation under benefit (C1) is payable only if such bodily injury shall within twenty (20) days from the date of the accident wholly and continuously disable the Person Covered rendering him completely incapable of attending to any part of his ordinary profession business or occupation.
4. Compensation under Benefit (C2) is payable only if such bodily injury shall within twenty (20) days from the date of the accident partially and continuously disable the Person Covered rendering him incapable of attending to some portion of his profession business or occupation.
5. The total period of compensation payable in respect of any injury suffered by a Person Covered under Benefits (C1) and (C2) or the combination thereof shall not exceed 104 weeks.
6. Compensation under Benefit (D) shall be payable only if such medical or surgical treatment is furnished to the Person Covered by a qualified Medical Practitioner within two (2) years after the date of accident, provided that the first expense is incurred twenty six (26) weeks after the date of accident.
7. 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 5: CLAUSES/ENDORSEMENTS

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

GPA1: MOTOR CYCLING

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

GPA2 : STRIKE, RIOT AND CIVIL COMMOTION

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

GPA3 : SPECIFIED SPORTING ACTIVITIES

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

GPA4 : MEDICAL EXPENSES

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

GPA5 : AIR TRAVEL

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

GPA6 : FUNERAL EXPENSES

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

GPA7 : DISAPPEARANCE

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

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GPA8 : MURDER, ASSAULT OR KIDNAPPING

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

GPA9 : HIJACKING

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

GPA10 : AMATEUR SPORTS ACTIVITIES

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

GPA11 : ACCIDENTAL DROWNING OR SUFFOCATION

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

GPA12 : SNAKES BITES, HARMFUL INSECTS OR FOOD POISONING

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

GPA 13 : REPATRATION EXPENSES

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

GPA14 : AMBULANCE FEES

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

GPA15: WEEKLY BENEFIT – TEMPORARY TOTAL DISABLEMENT(TTD) AND TEMPORARY PARTIAL DISABLEMENT(TPD)

(i)- Temporary Total Disablement (TTD)

This benefit is payable only if such bodily injury shall within twenty (20) days from the date of the accident wholly and continuously disable the person covered rendering him completely incapable of attending to any part of his ordinary profession business and occupation. The total period of compensation payable shall not exceed fifty two (52) weeks.

(ii) - Temporary Partial Disablement (TPD)

This benefit is payable only if such bodily injury shall within twenty (20) days from the date of the accident partially and continuously disable the person covered rendering him incapable of attending to some portion of his profession business and occupation. The total period of compensation payable shall not exceed fifty two (52) weeks.

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GPA16: HOSPITAL CASH BENEFIT

In the event of the person covered being in-patient or confined in a licensed and recognised Hospital, We will pay the Person covered a daily hospital allowance as per amount specified in the schedule for the period of the person covered confinement, up to a maximum of thirty (30) days.

This benefit is payable only if the person covered in-patient or confined for more than twelve (12) consecutive hours due to an accidental injury only.

GPA17: WHEELCHAIR OR PROSTHESIS EXPENSES

We will reimburse the person covered up to the amount specified in the schedule in respect of wheelchair or prosthesis expenses incurred due to accidental injury to the person covered.

GPA18: CORRECTIVE DENTAL AND/OR COSMETIC SURGERY EXPENSES

We will reimburse the person covered up to the amount specified in the schedule in respect of the expenses incurred by the person covered for Dental Correction or Corrective cosmetic Surgery perform on the person covered's neck, head or chest (naval up) following injuries sustained as a result of an accident provided:

- i. Such Dental Correction and/or Corrective Cosmetic Surgery is recommended by a licensed Orthodontist or Cosmetic Surgeon.
- ii. Such Dental Correction and/or Corrective Cosmetic Surgery is performed by a licensed Orthodontist or Cosmetic Surgeon.

GPA19: SUTURED LACERATION & AVULSION

This benefit is payable in the event of the person covered suffered Sutured Laceration or Avulsion whilst involved in or performing the covered sporting or recreational activities.

(i) - Sutured Laceration & Avulsion (between 3cm to 10cm in Total)

Benefit only payable if the Sutured Laceration or Avulsion is between three (3) cm up to ten (10) cm in total.

(ii) - Sutured Laceration & Avulsion (10cm above in Total)

Benefit only payable if the Sutured Laceration or Avulsion is above ten (10) cm in total.

Special Provision:

- i. Avulsion injury shall means a serious soft-tissue injury when a portion of the skin or other soft tissue is partially or completely torn away.
- ii. Amount of benefit payable shall not exceed the amount specified in the schedule.

GPA20: BONE FRACTURED OR BONE DISLOCATION

This benefit is payable in the event of the person covered suffered bone fractured or bone dislocation whilst involved in or performing the covered sporting or recreational activities.

Special Provision:

- iii. Bone dislocation shall mean major joint dislocation, separation in the joint, where two (2) or more bones meet.
- iv. Amount of benefit payable shall not exceed the amount specified in the schedule.

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GPA21: PHYSIOTHERAPY EXPENSES

We will subject to the terms of this benefit reimburse the person covered the cost of physiotherapy required to treat an injury sustain whilst involved in or performing the covered sporting or recreational activities.

GPA22: OVERALL ANNUAL LIMIT FOR BENEFITS

The total amount of benefits payable by Us shall not exceed in the aggregate the overall annual limit as specified in the schedule.

GPA23 : DEATH DUE TO ILLNESS & DISEASES

This certificate is extended to cover in the event of death due to illness and diseases including natural death of any person covered under this Certificate, we shall pay, upon satisfactory proof, the benefits payable under this Certificate to the Participant or his successor subject to exclusions.

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

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

Waiting Period for Death means the period of twelve (12) months from commencement date of the Certificate / endorsement. No benefit shall be payable due to death occurring during this period.

GPA24 : TOTAL PERMANENT DISABILITY DUE TO ILLNESSES & DISEASES

This certificate is extended to cover upon receipt and approval of due proof that the Person Covered shall have suffered from a total permanent disability as defined, we shall, subject to the other provisions of this Clause, pay to the Person Covered as specified in Table of Benefits.

If during Disability, the Person Covered dies, we will subject to due proof, pay the balance of the takaful benefits payable on death under such Basic Certificate.

If both Death and Total Permanent Disablement occur, our liability is limited to one event whichever comes first.

GPA25: MEDICAL BENEFIT DUE TO ILLNESS

This certificate is extended to cover in the event of the Person Covered incurs any medical, surgical or hospital expenses in connection with illness, the Company shall reimburse to the Participant such expenses necessarily incurred and paid up to in aggregate but not exceeding the sum stated in the schedule against the name of the Person Covered in respect of illness.

It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of incident and medical treatment received shall be submitted to the satisfaction of the Company.

Reimbursement shall be payable only if such medical or surgical expenses incurred in respect of treatment given by a Physician within takaful period provided Illness occurring more than thirty (30) days after the date of cover unless the Person Covered affected by this condition has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage, for the period during which the Person Covered shall be an in-patient of the hospital subject to a minimum of six (6) consecutive hours of confinement and not exceeding 52 weeks; or

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The Medical Expenses benefit will also include the medically necessary follow-up treatment ordered by a Physician to be rendered within thirty (30) days from the Person Covered's discharge from Hospital. Cover is restricted to follow-up treatment of the specific medical condition for which the Person Covered receives in-Hospital treatment covered by the Certificate.

GPA26 : HOSPITALIZATION CASH BENEFITS TO ILLNESS

This certificate is extended to cover in the event of Person Covered under this Clause is warded and confined in any hospital as hereinafter defined, on the recommendation of a Physician, we will, upon receipt and approval of proofs, pay the Hospitalisation Cash Benefit shown in the Schedule of the Basic Certificate in respect of illness occurring more than thirty (30) days after the date of cover, or date of reinstatement of this Clause, whichever is the latter, unless the Person Covered affected by this condition has been covered continuously under the Basic Certificate for twelve (12) months with no gap in the coverage, for the period during which the Person Covered shall be an in-patient of the hospital subject to a minimum of three (3) consecutive days of confinement but not exceeding fifty two (52) weeks; or under no circumstance will the Company pay for more than one Hospitalisation Cash Benefit for each day of confinement.

SUBJECT OTHERWISE TO THE TERMS OF THIS CERTIFICATE.

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SECTION 6: EXCLUSIONS

We shall not be liable under the Certificate for death or disablement of the Person Covered resulted either directly or indirectly from:

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

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

- b) Any unlawful act(s) or such act(s) prohibited by law and/or Syariah Principles by or to the Person Covered.
- c) Attempted suicide or self - inflicted injury whilst sane or insane.
- d) Provoked assault, or any physical defect or infirmity, childbirth or pregnancy.
- e) Any breach of the law by the Person Covered inclusive to those which resulted in imprisonment or any assault provoked by him either by himself or in concert with others.
- f) Misuse or under the influence of alcohol, drugs, hallucinogenic substances. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer on drugs, alcohol and or hallucinogenic substances instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Covered Person arose out of the misuse or abuse of drugs, alcohol and or , hallucinogenic substances shall be conclusive evidence as to whether or not bodily injury, death or permanent disablement (as defined herein) of the Person Covered arose out of the misuse, influence or abuse of drugs, alcohol and or , hallucinogenic substances for the purposes of this sub-section.
- g) Ionization, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any selfsustaining process of nuclear fission.
- h) Suffering from an ailment, disease, medical condition, and medical deficiency, physical and mental exhaustion that may affect his consciousness. The Participant hereby agrees that the medical opinion of the Brunei Government's medical officer instructed by Takaful Brunei Am Sdn Bhd to give the medical opinion, as to whether bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness shall be conclusive evidence as to whether or not bodily injury, death or permanent disablement (as defined herein) of the Participant arose out of the Participant suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that had or may have affected his consciousness for the purposes of this sub-section.
- i) Participant entering into or alighting from or descending or falling from gliding or aircraft of any kind other than a fully licensed standard type fixed wing aircraft owned and/or operated by a recognized air transport organization providing regular air services between duly established airports in which Participant is travelling as a fare-paying passenger.

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- j) Participant engaging in or taking part in winter sports, professional football, polo, steeple chasing, hunting, mountaineering, motor-cycling (whether as driver or passenger), or racing of any kind including on foot, using wood working machinery or a circular saw, aqualung diving, scuba diving, boxing, ice hockey, motor competitions, parachuting, pot-holing, power boating, show jumping, water skiing and tricks, wrestling including judo, karate and unarmed combat, yachting outside territorial waters and any other dangerous or hazardous sport or competition or riding or diving in any form of race competition.
- k) Participant's involvement in any underwater activity necessitating the use of artificial breathing apparatus.
- l) No benefit shall be payable if the Participant is found to be directly or indirectly being infected by any Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndromes (AIDS) or related conditions or other sexually transmitted diseases, anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicemia and/or tetanus.
- m) The Participant's engaging in or taking part in naval, military, police, security or air force service or operation or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists, or other elements.
- n) Any accident and/or injury, directly, cause by or contributed to by or arising from nuclear weapons material.
- o) Any pre-existing conditions as defined and/or as agreed by Us in writing prior to Commencement Date of the Certificate;
- p) Any medical expenses related Cosmetic or plastic surgery or any elective surgery or congenital anomalies;
- q) Any medical expenses related to general check-up or examination for employment or travel, convalescence, custodial or rest care, and all dental care or surgery unless necessitated by injury caused by an accident;
- r) Any medical expenses related to communicable diseases requiring by law isolation or quarantine in the event of an epidemic or pandemic.
- s) Participant being a person under the age of eighteen (18) years or over the age of sixty-five (65).

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SECTION 7: CLAIMS CONDITIONS

1. **Notice of Claims**

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

2. **Examination**

We shall have the right and opportunity through its medical representative to examine the Person Covered when and as often as it may reasonably required during the course of a claim hereunder and, in the case of death, to investigate the circumstances of death. You hereby undertake to procure all relevant letters of consent from the said Person Covered or their administrators and executors addressed to the relevant persons concerned, for Us to have access to all medical documents and records of Persons Covered

3. **Proof of Claim**

All the documents, information and evidence required by Us shall be furnished at Your expense and shall be in such form and of such nature as We may prescribe

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

4. **Payment of Claim**

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

5. **Amount of Benefits**

We shall pay, upon satisfactory proof and subject to the provisions of this Certificate, the benefits payable under this Certificate to You or Your Benefit Recipient (Nominee) in accordance with the Schedule of Benefits.

6. **Limitation**

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

7. **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 You or any one acting on Your behalf to obtain any benefit under this Certificate, or if the claim be occasioned by the wilful act or with Your connivance, all benefit under this Certificate shall be forfeited. If any payment has been made by Us, We have the right to recover such payment and take legal action against the Participant.

8. **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.

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CLAIMS CONTACT DETAILS

Please contact:

Claims Department
Unit 9 & 10, Simpang 493
Kg Beribi, Jalan Gadong, BE1118
Negara Brunei Darussalam
Telephone No.: +673 224 4000

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