



## CREDIT CARD PROTECTION TAKAFUL CERTIFICATE

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## **Credit Card Protection Takaful Certificate**

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### **CREDIT CARD PROTECTION 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.

##### **Hospital**

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

##### **Illness**

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

##### **Injury**

Means bodily injury affected directly and independently of all other causes by accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.

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### **Period of Takaful**

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

### **Person Covered**

Means person defined on Section 3: Eligibility.

### **Physician**

Means a qualified and registered medical practitioner licensed under any applicable laws and acting within the scope of his / her licensing and training. The attending Physician shall not be the Participant or Participant's business partner, employer, employee, agent, or person who is related to the Participant in any way.

### **Schedule**

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

### **Sum Covered**

Means the maximum amount of benefit payable by the Company.

### **Tabarru'**

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

### **Total Permanent Disability**

Means disability, whether caused by bodily injury or disease, which wholly prevents the Participant from engaging in any business, or occupation or performing any work, for compensation or profit, provided, however, that to determine if the total disability has become a permanent one, it must continue uninterrupted for a period of at least six (6) months.

The loss of both arms, or both legs, or of one arm and one leg, or both eyes shall be considered total permanent disability, without prejudice to other causes of total permanent disability. Loss shall mean, with regards to arms and legs, dismemberment by physical separation at or above the wrist and ankle; with regards to eyes, total and irrevocable loss of sight.

### **Wakalah**

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

### **Benefit Recipient (Nominee)**

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

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

#### **2. THE CONTRACT**

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

#### **3. CONDITION PRECEDENT TO LIABILITY**

The due observance and fulfilment of the terms, conditions and endorsements of the Certificate insofar as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be condition precedent to any liability of the Company to make any payment under this Certificate.

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

#### **4. NON DISCLOSURE OF FACTS**

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

#### **5. EVIDENCE OF AGE**

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

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

#### **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.

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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.

### **8. MISSTATEMENT OF AGE**

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

### **9. PREVENTION OF ACCIDENT AND DISEASE**

The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

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

### **12. GOVERNING LAW**

This Certificate is to be governed by and construed in accordance with the laws of Negara Brunei Darussalam and parties agree to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.

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### **13. 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.

### **14. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS.**

#### **Tabarru`**

The Participant hereby entrusts the Takaful contribution to the Company, of which 70% will be donated as Tabarru` into the Credit Card Protection Takaful Fund/Participant's Risk Fund to help other eligible Participants under the takaful contract. Any profit arising out of the investment in each month, shall be allocated back to the said Takaful Fund/Participant's Risk Fund.

#### **Al-Wakalah**

The Participant hereby appoints the Company as wakeel (agent) to administer, manage, invest and distribute the takaful fund to other Participants in times of misfortune, subject always to the terms and conditions stated in the applicable takaful certificate and schedule. To this end, the Participant agrees to give 30% of the takaful contribution to the Company as Wakalah fee for the aforementioned services. The Participant hereby also agree to give a fee from the surplus of the Takaful fund (if any) to the Company at a percentage as approved by the Shariah Advisory Body of the Company.

#### **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 in accordance to Shariah principles, which shall give benefits to the Participant and the said Takaful Funds/Participant's Risk Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus if any, 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 said Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

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### **SECTION 3: ELIGIBILITY**

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

1. An adult aged next birthday eighteen (18) to sixty-five (65) years old and the Certificate must mature before the age of seventy (70) years;
2. A Brunei citizen or resident of Brunei Darussalam.



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### **SECTION 4: COVERAGE**

#### **I. DEATH BENEFIT**

In the event of death of any Person Covered under this Certificate, the Company shall pay, upon satisfactory proof, the benefits payable under this Certificate to the nominees stated in the Takaful Benefit Recipient Form, subject to the terms and conditions of this Certificate.

#### **II. TOTAL PERMANENT DISABILITY BENEFIT**

Upon receipt and approval of due proof that the Person Covered have suffered from a Total Permanent Disability as defined, the Company shall pay to the Person covered the benefit payable under certificate, subject to the terms and conditions of this Certificate.

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

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### **SECTION 5: EXCLUSIONS**

#### **1. DEATH BENEFIT**

The Company shall not be liable for Death occurring either directly or indirectly from any of the following causes:-

- i. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act of the participant acting on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- ii. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- iii. Suicide or self – inflicted injury whilst sane or insane;
- iv. Consumption of alcohol and/or being under the influence of alcoholic drink and/or drugs, whether or not below any prescribed legal limits;
- v. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

#### **2. TOTAL PERMANENT DISABILITY**

The Company shall not be liable for Total Permanent Disability occurred either directly or indirectly from any of the following causes:-

- a. War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act of the participant acting on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- b. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- c. Attempt suicide or self – inflicted injury whilst sane or insane;
- d. Any breach of the law by the participant inclusive to those which resulted in imprisonment or any assault provoked by him;
- e. Consumption of alcohol and/or being under the influence of alcoholic drink and/or drugs, whether or not below any prescribed legal limits;
- f. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airlines or charter services;
- g. Participation in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race or competition;
- h. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- i. Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;

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- j. Serving in any capacity for any navy, army, airforce, police force or security personnel;
- k. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

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### **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. Notice given by or on behalf of the Participant to the Company with particulars sufficient to identify the person covered, shall be deemed to be notice to the Company.

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.

#### **4. AMOUNT OF BENEFITS AND PAYMENT OF CLAIMS**

In the event of death or Total Permanent Disablement of the Participant under this Certificate, the Company shall pay, upon satisfactory proof, the benefits payable under this Certificate to the Participant and/ or financial institution and/ or nominee (s) stated in the proposal form subject to exclusions.

The Participant shall be liable for any estate duty which may become payable in respect thereof. Any receipt or discharge which the Participant may give to the Company for any benefit under this Certificate shall be deemed a final and complete discharge of all liability of the Company.

#### **5. FRAUDULENT CLAIM**

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

#### **6. LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover on this certificate 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 Unit,  
Unit 1, Level 1,  
Dar Takaful IBB Utama,  
Jalan Pemancha, Bandar Seri Begawan, BS8711,  
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.**