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**NUR SAVINGS TAKAFUL CERTIFICATE**

<b>Content</b>		<b>Page</b>
Section 1	Definitions and Interpretations	2
Section 2	Terms and Conditions	7
Section 3	Eligibility	12
Section 4	Coverage	13
Section 5	Exclusions	23
Section 6	Claims	26

## NUR SAVINGS TAKAFUL CERTIFICATE

Whereas the certificate holder (hereinafter referred to as the **Participant**) named in the attached Schedule (hereinafter referred to as the **Schedule**) by a written Proposal Declaration which shall be the basis of this contract and is deemed to be incorporated therein has applied to Takaful Brunei Keluarga Sdn Bhd (hereinafter called the **Company**) to participate in this takaful and in consideration thereof has paid to the Company the takaful contribution shown in the Schedule in accordance with the Laws of Brunei Darussalam.

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

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

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

### SECTION 1: DEFINITIONS AND INTERPRETATIONS

#### DEFINITIONS

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

##### **Accident**

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

##### **Certificate Wording**

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

##### **Cancer**

Any malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma, and sarcoma.

##### **Commencement Date**

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

##### **Contribution**

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

**COVID-19**

Refers to the Coronavirus or SARS-CoV-2 as defined by the World Health Organisation (WHO).

**Date of Maturity**

Means the date when the Certificate expires.

**Diagnosis or Diagnosed**

Refers to the definitive diagnosis made by a Physician / Registered Medical Practitioner or Specialist (as the case may be) based upon such specific evidence and certified in a medical report issued by a Registered Medical Practitioner or Specialist.

**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.

**Mudharabah**

Means a contract whereby the participant appoints the Company as Mudharib (manager) to manage and invest the Participant's Account/ Participant's Investment Fund and Participants' Special Account/ Participant's Risk Fund and agrees to share the profit from the investment between the Company and the participant with the pre-agreed percentage.

**National Isolation Centre (NIC)**

Means isolation facility operated by the Ministry of Health of Negara Brunei Darussalam for COVID-19 positive cases for continuous medical monitoring.

**Participant**

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

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

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

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

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

**Period of Takaful**

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

**Person Covered**

Means person defined on Section 3: Eligibility.

**Physician**

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

**Pre-Existing Conditions**

Mean any injury, illness, condition or symptom:

- 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 Participant and/or Person Covered, 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.

**Quarantine Order**

Means the quarantine order issued by the Ministry of Health directing the Participant and/or Person Covered to stay at home or at a government arranged accommodation or at another quarantine address until the date that stated on the quarantine order (if issued) as a result of being tested as COVID-19 positive by the Ministry of Health, Negara Brunei Darussalam.

**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.

**Supplementary Contracts**

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.

**Tabarru'**

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

**Total Permanent Disability**

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

The loss of both arms or both legs, or of one arm and one leg, or both eyes shall be considered permanent total disability, without prejudice to other causes of permanent total disability. Loss shall

mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle; with regard to eyes, total and irrevocable loss of sight.

**Waiting Period**

Means the period of fourteen (14) days from commencement date of the Certificate / endorsement. No benefit due to illness occurring during this period will be payable.

**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.

**Wasi or Hibah Recipient**

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

**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.

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

### 4. NON DISCLOSURE OF FACTS

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

### 5. EVIDENCE OF AGE

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

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

### 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.

## 8. EXISTING HEALTH CONDITIONS

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

## 9. MISSTATEMENT OF AGE

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

## 10. HIBAH

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

## 11. CHANGE OF WASI

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

## 12. PAYMENT OF TAKAFUL INSTALMENTS

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

- (i) Savings and Investment element of the takaful instalment shall be credited into the Participant's Account or Participant's Investment Fund in the Family Takaful Fund. No takaful benefits shall be paid from this Account;
- (ii) Risk element of the takaful instalment shall be credited into Participants' Special Account or Participant's Risk Fund in the Family Takaful Fund for risk only. The Participants agree to donate this portion of the takaful instalment and the profits there of credited into the Participants' Special Account or Participant's Risk Fund as tabarru' for the purpose of solidarity and brotherhood among the Participants subject to the terms and conditions expressed herein. Takaful benefits shall be paid from this Account.
- (iii) Additional contribution for Supplementary Contracts shall be credited into the Group Family Takaful Fund/Group Family Participant's Risk Fund as tabarru' for the purpose of solidarity and brotherhood among the Participants subject to the terms and conditions expressed herein. Takaful benefits shall be paid from this Account.



### 13. INVESTMENT OF THE PARTICIPANT ACCOUNT/PARTICIPANT'S INVESTMENT FUND

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

- a. 70% shall be credited proportionately into the Participant's Account/Participant's Investment Fund;  
and
- b. 30% shall be paid to the Company.

### 14. TABARRU`, MUDHARABAH, WAKALAH PRINCIPLE AND DISTRIBUTION OF UNDERWRITING SURPLUS

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

##### Mudharabah

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

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

##### Tabarru`

Participant hereby entrusts to the Company of which BND5.00 of takaful installment will be donated as Tabarru` into Participants' Special Account/Participant's Risk Fund in the Family Takaful Fund to help other eligible Participants under the takaful contract. Any profit arising out of the investment of the Tabarru` in each month, shall be allocated back to the said fund.

##### Wakalah

The participant hereby appoints the Company as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund/Participant's Risk 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 35% of the Tabarru` contribution to the Company as Wakalah Fee for the aforementioned services.

#### Distribution of Underwriting Surplus

The Participant also understands that the underwriting surplus arising from the said fund, if any, shall be maintained in the Participants' Special Account/Participant's Risk Fund to meet any liabilities arising from the Certificate.

### iii. Group Family Takaful Fund/Group Family Participant's Risk Fund

#### Tabarru`

Participant entrusts to the Company, of which 65% of the takaful contribution will be donated as tabarru` into the Group Family Takaful Fund/Group Family Participant's Risk Fund to help other eligible Participants under the Supplementary takaful contract. Any profit arising out of the investment of the tabarru` in each month, shall be allocated back to the said fund.

#### Wakalah

The participant hereby appoints the Company as Wakeel (agent) to administer, manage, invest and distribute the Group Family Takaful Fund/Group Family Participant's Risk 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 35% of the takaful contribution to the Company as Wakalah Fee for the aforementioned services.

#### 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 Group Family Takaful Funds/Group Family Participant's Risk Funds.

As agreed and approved by the Shariah Advisory Body, the underwriting surplus will only be distributed to the matured certificate at the Company and the Participant has not incurred any claim and/or received any compensation and/or benefit under the Supplementary takaful contract whilst the same is in force, which are also subject to the discretion of the Company and the integrity of the Group Family Takaful Fund/Group Family Participant's Risk Fund.

### 15. GRACE PERIOD

- (i) Thirty (30) days' grace period is allowed for the payment of yearly, half-yearly or quarterly takaful instalments, and a fifteen (15) days' grace period is allowed for monthly instalments, the receipts for which shall be given on printed form issued by the Company. In the event of death of the Participant during the grace period, the unpaid takaful instalment shall be deducted from the takaful benefits.
- (ii) If the takaful instalment is not paid within the grace period, then under clause 16 (i) an "equivalent amount from the respective account" as hereinafter defined will be used to ensure that the Certificate remains in force.

### 16. PROVISIONS UPON NON-PAYMENT

#### i. Upon Non-Payment

If at the expiration of the Grace Period and the payment of any takaful instalment is in default, then the Company reserves the right as agreed in the Aqad to advance an "equivalent amount from the respective account" to pay for the Tabarru` and the Certificate shall be continued "in force under Participant's Account/Participant's Investment Fund" until the amount of the Participant's Account/Participant's Investment Fund is less than the takaful instalment needed to pay for the tabarru`. During this period the Certificate shall remain in force and if any takaful instalment remains unpaid after

the Participant's Account/Participant's Investment Fund amount becomes insufficient to be advanced any further, the Certificate shall lapse and have no further value and be construed as having been surrendered by the Participant.

The "equivalent amount from the respective account" refers to the risk element of takaful instalments payable to Participant's Special Account/Participant's Risk Fund and Group Family Takaful Fund/Group Family Participant's Risk Fund.

## **ii. Payment of Overdue Contribution**

If a takaful instalment is in default beyond the Grace Period and within the duration of "in force under Participant's Account/Participant's Investment Fund", the amount from the respective account that has been advanced for the Tabarru' during the period of non- payment shall be refunded back to the respective account upon payment of due Contribution.

## **17. SURRENDER**

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

## **18. 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.

## **19. PAYMENT AT MATURITY**

Upon the maturity of the Certificate as shown the Schedule, the Participant shall receive the balances due from his Participant's Account/Participant's Investment Fund and any profits generated from the investments for the said fund.

## **20. GOVERNING LAW**

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

## **21. IN THE EVENT OF FRAUD**

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

## **22. RETAKAFUL (REINSURANCE)**

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

**SECTION 3: ELIGIBILITY**

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

1. Adult Aged Next Birthday eighteen (18) years old and above and the certificate must mature before the age of sixty-five (65) years old;
2. Dependent Child Aged Next Birthday between six (6) months to twenty-five (25) years old;
3. Brunei Citizens or Residents of Brunei.

## SECTION 4: COVERAGE

### 1. BASIC COVER: DEATH BENEFIT

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

### 2. BASIC COVER: THE TOTAL PERMANENT DISABILITY BENEFIT

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

- An advance payment of one-tenth (1/10) of the takaful benefits payable on death shall be payable annually on each Certificate anniversary subsequent to the date of commencement of the Disability as defined.
- Such advance payment will only be made upon production of the Certificate and the takaful benefits payable on death will be reduced by the amount of any advance payment made in respect of such Basic Certificate.
- Notwithstanding any pre-existing agreement to the contrary, all such advance payments shall be subject to the prior deduction of any outstanding sum under the Basic Certificate.
- Advance payment shall only be payable during the continuance of the Disability as defined, and the number of advance payments shall in no circumstance exceed ten (10) times.
- If during Disability and prior to the payment of ten advance payment, the Participant dies, the Company will subject to due proof, pay the balance of the takaful benefits payable on death under such Basic Certificate. The Company reserves the right to convert the annual benefits and pay in one lump sum.
- Disability benefit will cease upon Person Covered attaining the age of sixty (60) years old.

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

### 3. SUPPLEMENTARY CONTRACTS

The following endorsements only apply to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the terms of the Certificate (hereinafter referred to as "the Basic Certificate").

The following clauses are added to the Certificate in consideration of the application thereof and of payment in advance when due of the additional contribution set out in the Schedule.

#### **NSAD11: THE ACCIDENTAL DEATH AND PERMANENT DISABILITY CLAUSE**

The Company will pay to the Participant or his successor in title as Benefit Recipient for the Person Covered, the Sum or Sums of money specified in the Table of Benefits in the event that any of the Persons 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:

- A. DEATH** occurring within twelve (12) calendar months of bodily injury as aforesaid.
- B. PERMANENT DISABILITY** as per the Table of Benefits occurring within 12 (twelve) calendar months of bodily injury as aforesaid.

If during Disability, the Participant dies, the Company will subject to due proof, pay the balance of the takaful benefits payable on Accidental Death under such Basic Certificate.

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

If both Accidental Death and Permanent Disability due to accident occur, the Company's liability is limited to one event whichever comes first.

#### **NSCI11: CRITICAL ILLNESS COVERAGE**

The Company will pay to the Participant the Sum or Sums of money specified in the Schedule in the event that Participant is diagnosed with one of the critical illness listed below as hereinafter defined provided that such diagnosed is certified by a Physician.

#### **CRITICAL ILLNESS DEFINITIONS**

##### **1. Alzheimer's disease [before age sixty-five (65)] – Resulting in permanent symptoms**

A definite diagnosis of Alzheimer's disease [Before age sixty-five (65) years old] by a Consultant Neurologist, Psychiatrist or Geriatrician. There must be permanent clinical loss of the ability to do all of the following:

- Remember;
- Reason; and
- Perceive, understand, express and give effect to ideas

For the above definition, the following are not covered:

- Other types of dementia

## **2. Aorta Graft Surgery – For disease**

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:

- Any other surgical procedure, for example the insertion of stents or endovascular repair.
- Surgery following traumatic injury to the aorta.

## **3. Benign Brain Tumour – Resulting in permanent Symptoms**

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Tumours in the pituitary gland.
- Angiomas.

## **4. Blindness – Permanent and irreversible**

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

## **5. Cancer**

Any malignant tumor positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukemia, lymphoma, and sarcoma. For the above definition, the followings are not covered:

(a) All cancers which are histologically classified as any of the following:

- Pre-malignant;
- Non-invasive;
- Cancer in-situ;
- Having either borderline malignancy; or
- Having low malignant potential.

(b) All tumours of the prostate unless histologically classified as having a Gleason score greater than six (6) or having progressed to at least clinical TNM classification T2N0M0.

- (c) Chronic lymphocytic leukemia unless histologically classified as having progressed to at least Binet Stage A.
- (d) Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond epidermis (outer layer of skin).

#### **6. Coma – Resulting in permanent symptoms**

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- Requires the use of life support systems for a continuous period of at least 96 hours; and
- Results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered:

- Coma secondary to alcohol or drug abuse.

#### **7. Coronary Artery By-Pass Grafts – With surgery to divide the breastbone**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

#### **8. Deafness – Permanent and irreversible**

Permanent and irreversible loss of hearing to the extent that the loss is greater than ninety-five (95) decibels across all frequencies in the better ear using a pure tone audiogram.

#### **9. Heart Attack – of Specified severity**

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

- Typical clinical symptoms (for example, characteristic chest pain).
- New characteristic electrocardiographic changes.
- 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.

For the above definition, the following is not covered:

- Other acute coronary syndromes including but not limited to angina.

#### **10. Heart Valve Replacement or Repair – With surgery to divide the breastbone**

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.



**11. HIV Infection – Caught from a blood transfusion, a physical assault or at work in an eligible occupation.**

Infection by Human Immunodeficiency Virus resulting from:

- A blood transfusion given as part of medical treatment;
- A physical assault; or
- An incident occurring during the course of performing normal duties of employment

After the start of the certificate and satisfying all of the following:

- The incident must have been reported to appropriate authorities and have been investigated in accordance with the established procedures;
- Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the duties must be supported by a negative HIV antibody test taken within five (5) days of the incident;
- There must be a further HIV test within twelve (12) months confirming the presence of HIV or antibodies to the virus;
- The incident causing infection must have occurred in Brunei Darussalam.

For the above definition, the following is not covered:

- HIV infection resulting from any other means, including sexual activity or drug abuse.

**12. Kidney Failure - Requiring dialysis**

Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary.

**13. Loss of Speech – Permanent and Irreversible**

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

**14. Loss of Hands or Feet – Permanent physical severance**

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

**15. Major Organ Transplant**

The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas, or inclusion on an official Brunei Darussalam waiting list for such a procedure.

For the above definition, the following is not covered:

- Transplant of any other organs, parts organs, tissues or cells.

**16. Motor Neurone Disease [Before age sixty-five (65) years old] – Resulting in permanent symptoms**

A definite diagnosis of motor neurone disease [Before age sixty-five (65) years old] by a Consultant Neurologist. There must be permanent clinical impairment of motor function.

**17. Multiple Sclerosis – With persisting symptoms**

A definite diagnosis of Multiple Sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six (6) months.

**18. Paralysis Of Limbs – Total and irreversible**

Total and irreversible loss of muscle function to the whole of any two (2) limbs.

**19. Parkinson's Disease [Before age sixty-five (65) years old] – Resulting in permanent symptoms**

A definite diagnosis of Parkinson's disease [Before age sixty-five (65) years old] by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability.

For the above definition, the following is not covered:

- Parkinson's disease secondary to drug abuse.

**20. Stroke – Resulting in permanent symptoms**

Death of brain tissue to inadequate blood supply or hemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischemic attack.
- Traumatic injury to brain tissue or blood vessels.

**21. Terminal Illness**

Advanced or rapidly progressing incurable illness where, in the opinions of an attending Consultant and our Chief Medical Officer, the life expectancy is no greater than twelve (12) months.

**22. Third Degree Burns – Covering 20% of the body's surface area**

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.

### 23. Traumatic Head Injury – Resulting in permanent symptoms

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

#### **HOB9304: THE HOSPITALISATION CASH BENEFIT CLAUSE**

The Company shall, upon receipt and approval of due proof of such pay the Benefit under this Supplementary Contract in the event of the following:

- (i) The Participant and/or Person Covered is diagnosed with COVID-19 and is admitted to a Hospital / NIC or receives a Quarantine Order within the Period of Takaful; or
- (ii) The Participant and/or Person Covered is admitted to a Hospital on the recommendation of a Physician.

The Company shall make the abovementioned payment on the condition that:

- (i) Illness is occurring more than thirty (30) days after the date of acceptance of this clause, or date of reinstatement of this clause, whichever is the latest, unless the Participant and/or Person Covered affected by the Illness has been covered continuously under the Certificate for twelve (12) months with no gap in the coverage, for the period during which the Participant and/or Person Covered shall be an inpatient of the Hospital / NIC or fulfilling a Quarantine Order subject to a minimum of three (3) consecutive days of confinement but not exceeding fifty-two (52) weeks; or
- (ii) Injury is occurring after the date of acceptance of this clause, or date of reinstatement of this clause, whichever is the latest, for the period during which the Participant and/or Person Covered shall be an inpatient of the Hospital / NIC or fulfilling a Quarantine Order subject to a minimum of three (3) consecutive days of confinement but not exceeding fifty-two (52) weeks.

Under no circumstance will the Company pay for more than one Hospitalization Cash Benefit for each day of confinement.

The Hospitalization Cash Benefit will cease upon Person Covered attaining the age of sixty-five (65) years old.

#### **4. CHANGE OF OCCUPATION**

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the Company reserves the right to repudiate any claim arising from any loss or disability caused directly, wholly or partly, due to a change of occupation from a non- hazardous occupation to a more hazardous occupation of which the Company has not been notified. It is an obligation of the Participant to notify the Company of any change of occupation after the issuance of this Supplementary Contract.

This Supplementary Contract is only effective from the date of this endorsement on the Basic Certificate unless it is issued at the time of issue of the Basic Certificate and is referred to in the Schedule thereto.

#### **5. RENEWAL**

This Supplementary Contract may be renewed with an advance takaful contribution based on the rate quoted during the renewal of the supplementary contract.

The Company reserves the right to increase the takaful contribution under this Supplementary Contract at any time by giving thirty (30) days' notice in writing to the participant.

The Company reserves the right to cancel this Supplementary Contract at any time by giving seven (7) days' notice in writing to the Participant. Whenever this Supplementary Contract is so cancelled, the Company shall return the unearned portion of the takaful contribution paid. Cancellation shall be without prejudice to any claim arising prior to the date of the cancellation.

## **6. TERMINATION OF COVER**

This Supplementary Contract shall automatically terminate:-

- (a) If any takaful contribution on this Supplementary Contract or on the Basic certificate remains unpaid at the end of the grace period;
- (b) If the Basic Certificate matures or surrenders;
- (c) In the event a total of 100% have been paid, whichever occurs earlier.

Termination of this Supplementary Contract shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any takaful contribution hereunder subsequent to termination of this Supplementary Contract shall not create any liability but the Company shall refund any such takaful contribution.

## **7. REINSTATEMENT**

If this Supplementary Contract lapses due to non-payment of takaful contribution, it may be reinstated with the consent of the Company. Such reinstatement shall cover supplementary benefits thereafter sustained.

This Supplementary Contract is only effective from the date of this endorsement on the Basic Certificate unless it is issued at the time of issue of the Basic Certificate and is referred to in the Schedule thereto.

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

<b>Description of injury</b>	<b>Percentage of Sum Covered</b>
1. Loss of Life	100%
2. Loss of all sight of	
(a) Both eyes	100%
(b) One eye	50%
3. Loss of all hearing in	
(a) Both ears	100%
(b) One ear	50%
4. Loss of speech	50%
5. Loss of arm	
(a) At shoulder	50%
(b) Below wrist	50%
6. Loss of leg	
(a) At hip	50%
(b) Below knee	50%
7. Loss of	
(a) Four fingers and thumb of one hand	50%
(b) Four fingers of one hand	40%
(c) Thumb	
- Both phalanges	25%
- One phalanx	10%
(d) Index finger	
- Three phalanges	10%
- Two phalanges	8%
- One phalanx	4%
(e) Middle finger	
- Three phalanges	6%
- Two phalanges	4%
- One phalanx	2%
(f) Ring finger	
- Three phalanges	5%
- Two phalanges	4%
- One phalanx	2%
(g) Little finger	
- Three phalanges	4%
- Two phalanges	3%
- One phalanx	2%
(h) Metacarpals	
- First or second (additional)	3%
- Third, fourth or fifth (additional)	2%

(i) toes

- All of one foot	15%
- Great, both phalanges	5%
- Great, one phalanx	2%
- Other than great if more than one toe lost, each	1%

Permanent total loss of use of member shall be treated as loss of member.

Where any partial permanent disablement is not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which in the opinion of the Company is not inconsistent with the provision of the above and without regard to the participant's occupation.

The aggregate of all percentage payable in respect of any one accident and any period of Takaful shall not exceed 100% of the capital Sum Covered.

If the Participant is eligible under Total Permanent Disability and Permanent Disability Clause, the takaful benefit payable will be under one Clause only whichever is bigger in amount.

## SECTION 5: EXCLUSIONS

### 1. DEATH BENEFIT

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

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

### 2. TOTAL PERMANENT DISABILITY AND ACCIDENTAL DEATH BENEFITS

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

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

- g) Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;
- h) Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
- i) Any disability of person covered age of sixty (60) years old and above.

### **3. CRITICAL ILLNESS BENEFITS**

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

- a) Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Certificate;
- b) 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;
- c) The Participant engaging in or taking part in winter sports, professional football, polo, steep chasing hunting, mountaineering, or racing of any kind other than 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 and yachting outside territorial waters (applicable only for those professional occupation);
- d) The Participant being in or upon or entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type fixed transport organisation providing regular air services between duly established airports in which he is travelling as a fare paying passenger;
- e) Anthrax blood-poisoning, erysipelas, ptomaine poisoning, pyaemia, septicemia and/or tetanus;
- f) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming military uprising, insurrection, rebellion, military or usurped power or any act or any person action on behalf or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing to it by terrorism or violence;
- g) Serving in any capacity for any navy, army, air force, police force or security personnel;
- h) Any unlawful act(s) or such act(s) prohibited by law and/or Shariah Principles;
- i) Illness contracted within the waiting period of thirty (30) days from commencement date of Certificate;
- j) Ionizing, 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.

#### **4. HOSPITALISATION CASH BENEFIT**

In addition to the General Exclusion under the Basic Certificate, the Company shall not pay hospitalization cash benefit with respect to:-

- a) Sickness contracted within the waiting period of thirty (30) days from commencement date of Certificate or Endorsement;
- b) Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Certificate;
- c) Pregnancy, miscarriage or child birth;
- d) Mental or nervous disorder, alcoholism, drug abuse;
- e) Cosmetic or plastic surgery or any elective surgery or congenital anomalies;
- f) Dental care or surgery unless necessitated by injury caused by an accident;
- g) General check-up, convalescence, custodial or rest care;
- h) Any hospitalisation of person covered over the age of sixty-five (65) years old.

## **SECTION 6: CLAIMS**

### **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 Participant 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 Participant proof of the continuance of such Disability, when and as often as it may reasonably require, If the Participant fails to furnish such proof, or if the Participant 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 or Hibah Recipient or Benefit Recipient and the Claimant shall be liable for any estate duty which may become payable in respect thereof. Any receipt or discharge which the Claimant may give to the Company for any benefit under this Certificate shall be deemed a final and complete discharge of all liability of the Company.

### **5. FRAUDULENT CLAIM**

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

### **6. LEGAL PROCEEDINGS**

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

**CLAIMS CONTACT DETAILS**

Please contact:

Takaful Brunei Keluarga Sdn Bhd  
Claims & Retakaful Section  
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.**