

AMAL JARIAH TAKAFUL CERTIFICATE

Content	Page
Section 1 Definitions and Interpretations	2
Section 2 Terms and Conditions	6
Section 3 Eligibility	11
Section 4 Coverage	12
Section 5 Exclusions	13
Section 6 Claims	14

AMAL JARIAH 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 are payable;
- ii. the title of the person 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 (together with any profits that may be due). It is hereby declared that the Schedule and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the “**Terms of this Certificate**”) are to be deemed as part of this Certificate.

SECTION 1: DEFINITIONS AND INTERPRETATIONS:

DEFINITIONS

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

Accident

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

Certificate Wording

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

Commencement Date

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

Contribution

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

Date of Maturity

Means the date when the Certificate expires.

Diagnosis or Diagnosed

Refers to the definitive diagnosis made by a Physician based on specific evidence certified in a medical report.

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 fourteen (14) 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.

National Isolation Centre (NIC)

Means isolation facility operated by the Ministry of Health of Negara Brunei Darussalam for continuous medical monitoring of communicable diseases that need isolation procedures.

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 the Person Covered named in the Schedule, subject to the eligibility criteria defined in Section 3 of the Certificate.

Physician

Means a qualified and registered medical practitioner or medical specialist licensed under any applicable laws and acting within the scope of their 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.

Pre-Existing Conditions

Mean any injury, illness, condition or symptom:

- a) The Participant and/or Person Covered for which treatment, medication, advice or Diagnosis has been sought, received or was foreseeable prior to the commencement of the Certificate; or
- b) which originated or was known to exist by the Participant and/or Person Covered prior to the commencement of the Certificate whether treatment, medication, advice or diagnosis was sought or received.

Schedule

Means the schedule for 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.

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.

Waqaf Recipient

Shall mean the organization or organizations named on the Waqaf Recipient form by the Participant unless subsequently changed as provided for under the Change of Waqaf Recipient Clause.

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 persons 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.

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. CHANGE OF WAQAF RECIPIENT

The Participant may, by written notice to the Company, revoke the appointment of Waqaf Recipient named herein, and appoint other Waqaf Recipient or Recipients 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.

11. PAYMENT OF TAKAFUL INSTALMENTS

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

- (i) A percentage of the takaful instalment as stated in the Schedule shall be credited into the Participant's Account or Participant's Investment Fund in the Family Takaful Fund for savings and investment. No takaful benefits shall be paid from this Account;
- (ii) A percentage of the takaful instalment as stated in the Schedule shall be credited into Participants' Special Account or Participant's Risk Fund in the Family Takaful Fund for risk only. The Participants agree to donate this portion of the takaful instalment and the profits there of credited into the Participants' Special Account or Participant's Risk Fund as tabarru' for the purpose of solidarity and brotherhood among the Participants subject to the terms and conditions expressed herein. Takaful benefits shall be paid from this Account.

12. INVESTMENT OF THE TAKAFUL INSTALMENTS

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

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

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

13. TABARRU`, AL-MUDHARABAH AND DISTRIBUTION OF UNDERWRITING SURPLUS

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

Mudharabah

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

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

Tabarru`

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

Distribution of Underwriting Surplus

As agreed and approved by the Shariah Advisory Body, the underwriting surplus if any, as shown in the last valuation by the Company, will only be distributed to the matured Certificate 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/Participant's Risk Fund.

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 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 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 Takaful funds/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 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/Participant's Risk Fund.

14. GRACE PERIOD

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

15. SURRENDER

In a situation of unavoidable circumstances, the Participant may elect to surrender the certificate. The participant who surrenders the certificate whether by the enforcement of clauses 14 (ii) above or by his own election, shall agree to relinquish all the balances in his Participants' Special Accounts/Participant's Risk Fund as referred to in clause 11 (ii) above.

The Surrender Benefit will be paid to the Waqaf Recipient.

16. 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.

17. PAYMENT AT MATURITY

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

The Maturity benefit will be paid to the Waqaf Recipient.

18. 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.

19. 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.

20. 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. Brunei Citizens or Residents of Brunei.

SECTION 4: COVERAGE

1. BASIC COVER: DEATH BENEFIT

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

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 or such act prohibited by law and/or Shariah Principles;
- d. Suicide;
- e. Being under the influence of alcohol, misuse of drugs, hallucinogenic substances; whether or not within the prescribed limit under the law;
- f. Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions.

SECTION 6: CLAIM

1. NOTICE OF CLAIM

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

2. EXAMINATION

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

3. PROOF OF CLAIM

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

4. PAYMENT OF CLAIM

Any payments under this Certificate shall be payable to the Waqaf Recipient 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.