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CREDIT CARD PROTECTION TAKAFUL PRODUCT WORDING

INTRODUCTION

This is a Contract between you and Takaful Brunei Keluarga Sdn Bhd for the Credit Card Protection Takaful cover based on what you have disclosed in the Application Form and your Declaration.

You have applied for this cover with the Application Form and a Declaration. In return for the Contribution, we will cover you for:

- Death or Total Permanent Disability

Each coverage will be subject to the limits specified in your Personal Certificate. You should read the rest of your complete Contract to see the full conditions, limitations, and exclusions.

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CREDIT CARD PROTECTION TAKAFUL CERTIFICATE

Whereas the certificate holder (hereinafter referred to as the **"Participant"**) named in the attached Personal Certificate (hereinafter referred to as the **"Personal Certificate"**) by a written Application Form and Declaration which shall be the basis of this Contract 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 Contribution (hereinafter referred to as the **"Contribution"**) shown in the Personal Certificate 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 Personal Certificate and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon.

DEFINITIONS

Certain words in this Product Wording or your Personal Certificate issued have meanings shown below:

1. **Accident** means bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.
2. **Amount Covered** means the maximum amount of benefit payable by the Company.
3. **Benefit Recipient (Nominee)** means the person whom the Participant nominates as a Benefit Recipient upon the Person Covered's death before the expiry/maturity of this Contract. The benefit is from Participant's Special Account (PSA).
4. **Commencement Date** means the Commencement Date or renewal of cover as shown on the Personal Certificate or endorsement.
5. **Contract** means the Application Form, Personal Certificate, Product Wordings and any endorsements.
6. **Contribution** refers to the amount of Contribution money approved by the Company for the Participant's Contribution in the Contract.
7. **Date of Maturity** means the date when the Contract expires.
8. **Diagnosis/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.
9. **Hospital** means any lawfully operating institution, which has twenty-four (24) hours a day nursing services by registered nurses, one or more Physicians available at all times and organised facilities for Diagnosis and major surgery and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest for convalescent home or home for the aged or similar establishment.
10. **Illness** means sickness or disease contracted and/or commencing after fourteen (14) days following the effective date or date of endorsement, whichever is later.
11. **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.
12. **Participant** refers to the Owner and Payor who participates under this Contract.
13. **Participant's Special Account (PSA)** refers to the account or fund where the Participant's Contribution shall be credited for risk only.
14. **Period of Takaful** refers to the Period of Takaful specified in the Personal Certificate and includes any extensions/endorsements thereof as may be granted by the Company at its discretion.
15. **Person Covered** refers to the person to be covered under the Personal Certificate, subject to the eligibility criteria.

16. **Personal Certificate** refers to the Personal Certificate that shows the Participant's personal details, details of cover, endorsements and Contribution.
17. **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.
18. **Pre-Existing Conditions** means 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 Contract 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 Contract) prior to the commencement of the Contract whether or not treatment or medication or advice or Diagnosis was sought or received.
19. **Product Wording** means the specific terms, conditions and coverage details outline in the Contract.
20. **Tabarru'** means the portion of the Contribution paid by the Participants that is donated to the takaful fund to help other Participants in need.
21. **Takaful** refers to a pact among a group of Participants who agree to contribute to a fund to assist each other in the event of misfortune.
22. **Total Permanent Disability/Total Permanent Disablement** refers to 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 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.
23. **Waiting Period** means the period of fourteen (14) days from the Commencement Date of the Contract or endorsement. No benefit due to Illness occurring during this period will be payable.
24. **Wakalah** refers to a Contract whereby the Participant appoints the Company as Wakeel (agent) to administer, manage, invest and distribute the Family Takaful Fund.

INTERPRETATIONS

1. Unless the context otherwise requires, any reference to this Contract 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 Contract.
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 Personal Certificates unless otherwise stated are to be construed as references to Clauses and Personal Certificates of this Contract.
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, judgement, 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 Personal Certificate hereto shall form an integral part of this Contract 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.

TERMS AND CONDITIONS

1. PRIVACY AND DATA HANDLING

We are committed to protecting your privacy and handling your personal data in accordance with applicable laws and regulations. By obtaining and using this Contract, you acknowledge and agree to our **Privacy Policy**, which outlines how we collect, use, disclose, and safeguard your personal information. Please review our **Privacy Policy** to understand how your data is managed and the measures we take to ensure your privacy is respected.

2. COOLING OFF PERIOD

If the Participant should find that the Contract does not meet the Participant's needs, the Participant may return it within fourteen (14) days after the Commencement Date of Contract. In such event, provided no claim has been made during the current Contract 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 the Participant's application.

3. THE CONTRACT

The Application Form, Personal Certificate, Product Wordings and any endorsement shall constitute the Contract and shall be read together, and any word or expression to which specific meaning has been attached in any part of this Contract shall bear such meaning whenever it may appear.

4. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms, conditions and endorsements of the Contract 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 Application Form and Declaration shall be condition precedent to any liability of the Company to make any payment under this Contract.

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.

5. NON-DISCLOSURE OF FACTS

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

6. EVIDENCE OF AGE

The Company reserves the right at any time to require that the age of any Person Covered under this Contract 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 the Person Covered is paid under this Contract.

7. ALTERATION OF CONTRACT

The Contract 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 Contract shall be valid unless evidenced by an endorsement signed by an authorised officer of the Company.

8. NON-ASSIGNMENT

The benefits under this Contract shall be non-assignable.

9. PRE-EXISTING CONDITIONS

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

10. MISSTATEMENT OF AGE

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

11. PREVENTION OF ACCIDENT AND DISEASE

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

12. RENEWAL AND CANCELLATION OF CONTRACT

The Company shall not be bound to accept any renewal of this Contract or to send any notification of the renewal Contribution becoming due. The Contract 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 Personal Certificate. The Company reserves the right to vary the terms and provisions of this Contract on any Contract anniversary.

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

In such event, provided no claim has been made during the current Contract year, the Participant shall be entitled for a return of the net Contribution (after deduction of Wakalah Fee) calculated pro-rata for the unexpired Period of Takaful.

This Contract 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 Participation for this cancellation provided the Company has not been advised of any claim.

13. CHANGE OF BENEFIT RECIPIENT

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

14. PAYMENT OF CONTRIBUTIONS

The Contribution as shown in the Personal Certificate, payable by the Participant shall be divided and credited into the following accounts:

(i) A percentage of the Contribution (after deducting the Wakalah Fee) shall be credited into the Participant's Account (PA) in the Family Takaful Fund for savings and investment. No takaful coverages shall be paid from this account.

(ii) A percentage of the Contribution shall be credited into the Participant's Special Account (PSA) in the Family Takaful Fund for risk only. The Participants agree to donate this portion of the Contribution and the profits are credited into the Participant's Special Account (PSA) as Tabarru' (Donation) for the purpose of solidarity among the Participants subject to the terms and conditions expressed herein. Takaful coverages shall be paid from this account.

15. INVESTMENT OF THE PARTICIPANT'S ACCOUNT (PA)

The Company shall invest the Contribution paid by the Participant in the Family Takaful Fund in conformity with the rulings of Syariah. 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 (PA); and

(b) 30% shall be paid to the Company.

16. TABARRU' AND WAKALAH PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS

Tabarru'

The Participant hereby entrusts to the Company of which 70% of Contribution will be donated as Tabarru' (Donation) into Participant's Special Account (PSA) in the Family Takaful Fund to help other eligible Participants under the Contract. Any profit arising out of the investment of the Tabarru' (Donation) 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 Participant's Special Account (PSA) to other Participants in times of misfortune, subject always to the terms and conditions stated in the Contract. To this end, the Participant

agrees to give 30% of the 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 Participant's Special Account (PSA) (if any) to the Company as a performance fee for continuously ensuring the Participant's Special Account (PSA) are managed in a responsible and sustainable manner at a percentage as approved by the Syariah Advisory Body of the Company which does not exceed the percentage of the distributable surplus to all the Participants.

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 Syariah principles which shall give benefits to the Participant and the Participant's Special Account (PSA).

As agreed and approved by the Syariah Advisory Body (SAB), the underwriting surplus will only be distributed to the matured Contract at the Company and the Participant has not incurred any claim and/or received any compensation and/or coverage under the Contract whilst the same is in force, which are also subject to the discretion of the Company and the integrity of the Participant's Special Account (PSA). If the Contract is not renewed, the Participant further agrees that there shall no underwriting surplus entitled to Participant and it shall be donated as Tabarru' (Donation) in the said fund for the benefit of other Participants and the Participant's Special Account (PSA) itself.

17. SURRENDER

In a situation of unavoidable circumstances, the Participant may elect to surrender the Contract. The Participant who surrenders the Contract by the Participant's own election, shall agree to relinquish all the balances in the Participants' Special Accounts (PSA) as referred to in Clause 12 (ii) and 12 (iii) above.

18. ADMINISTRATION FEE

In the event that the Contract is endorsed or surrendered, the Company shall charge BND30.00 per Contract. There will be no administration fee should the Participant surrender the Contract during the cooling off period. The Company shall be entitled at its discretion to revise the administration fee and will use reasonable endeavors to notify the Participant of such revisions.

19. NON-GUARANTEED OF CONTRIBUTION PAYABLE

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

20. TREATMENT OF NOMINAL PAYMENT AMOUNT

For the efficiency of the administration process, any payment amounts due to the Participants which is less than BND10.00 and has not been collected within fourteen (14) days, the Participants hereby agree that the amount shall be made as Tabarru' (Donation) in the Participant's Special Account (PSA) in the Family Takaful Fund for the benefits of the takaful Participants and the Family Takaful Fund itself.

21. GOVERNING LAW

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

22. 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.

ELIGIBILITY

On the Commencement Date of the coverage, the Person Covered must be:

1. Adult aged next birthday eighteen (18) years old to ninety-five (95) years old, and the Contract must mature before the age of hundred (100) years old;
2. Brunei Citizens or Residents of Brunei.

COVERAGE

SECTION 1 – DEATH BENEFIT

- In the event of death of the Participant/Person Covered before the Date of Maturity of the Contract as shown in the Personal Certificate, the Company shall pay the takaful coverages to the nominees stated in the Takaful Benefit Recipient Form subject to the terms and conditions of this Contract.

SECTION 2 – TOTAL PERMANENT DISABILITY BENEFIT

Upon receipt and approval of due proof that the Participant/Person Covered under the Contract, shall have suffered from a Total Permanent Disability, the Company shall pay the Amount Covered to the Participant in accordance with the Table of Covers.

- In the event of the Participant's death, the Company shall, subject to due proof, pay the remaining balance of the Amount Covered after any Total and Permanent Disability benefits already paid, provided that the total benefits payable shall not exceed 100% of the Amount Covered.
- Disability benefit will cease upon Person Covered attaining the age of sixty (60) years old.
- Disability benefit will cease upon the Date of Maturity of the Contract.
- If both death and Total Permanent Disability occur, the Company's liability is limited to one event, whichever comes first.

SECTION 3 – 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.

TABLE OF COVERS

No.	Description of Injury	Percentage (%) of Amount Covered
1	Death	100%
2	Permanent blindness in both eyes	
3	Permanent deafness in both ears	
4	Permanent blindness in one eye	
5	Permanent deafness in one ear	
6	Loss of speech	
7	Loss of arm (a) At shoulder (b) Below wrist	50%
8	Loss of leg (a) At hip (b) Below knee	
9	Loss of (a) Four fingers and thumb of one hand	
10	Loss of (a) Four fingers and thumb of one hand	40%
11	Loss of (a) Thumb on both phalanges	25%
12	Loss of (a) All toes on one foot	15%
13	Loss of (a) Thumb – one phalanx (b) Index finger – three phalanges	10%
14	Loss of (a) Index finger – two phalanges	8%
15	Loss of (a) Middle finger – three phalanges	6%
16	Loss of (a) Ring finger – three phalanges (b) Toes – great, both phalanges	5%
17	Loss of (a) Index finger – one phalanx (b) Middle finger – two phalanges (c) Ring finger – two phalanges (d) Little finger – three phalanges	4%
18	Loss of (a) Little finger – two phalanges (b) Metacarpals – first or second (additional)	3%
19	Loss of (a) Middle finger – one phalanx (b) Ring finger – one phalanx (c) Little finger – one phalanx (d) Metacarpals – third, fourth or fifth (additional) (e) Toes – great, one phalanx	2%
20	Loss of (a) Toes – other than great if more than one toe lost, each	1%

Total permanent 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 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 Amount Covered.

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

GENERAL EXCLUSIONS

DEATH BENEFIT / TOTAL PERMANENT DISABILITY BENEFIT

The Company shall not pay takaful cover if the **death or Total Permanent Disability** 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 Contract;
- (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 Syariah principles;
- (d) Suicide;
- (e) Attempted suicide or self-inflicted injury whilst sane or insane;
- (f) Being under the influence of alcohol, misuse of drugs, hallucinogenic substances, whether or not within the prescribed limit under the law;
- (g) Directly or indirectly being infected by Acquired Immune Deficiency Syndromes (AIDS) or related conditions;
- (h) Any breach of the law by the Person Covered inclusive of those, which results in imprisonment or any assault provoked by the Person Covered;
- (i) Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination.

CLAIMS

To ensure the efficient processing of your claim, adherence to the following procedures is mandatory. Failure to comply with these requirements may result in the denial of your claim.

NOTICE OF CLAIM

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

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

EXAMINATION

The Company shall have the right and the 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.

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.

Although 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.

AMOUNT OF BENEFITS AND PAYMENT OF CLAIMS

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

PAYMENT OF CLAIM

Any payments under this Contract 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 Contract shall be deemed a final and complete discharge of all liability of the Company.

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 behalf of the Participant to obtain any benefit under this Contract, or if the claim be occasioned by the wilful act or with the connivance of the Participant, all benefit under this Contract 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.

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.: +673 223 1100

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