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**AL-IKHTIYAR REWARD PRODUCT WORDING**

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**TBK AL-IKHTIYAR REWARD PRODUCT WORDING**

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 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 Contribution/Contribution Instalment (hereinafter referred to as the “**Contribution**”) shown in the Personal Certificate in accordance with the Laws of Brunei Darussalam.

NOW THIS CONTRACT WITNESSETH that if the Contribution shown in the Personal Certificate 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 person(s) claiming the payment; and
- iii. the date of birth of the Participant (as stated in the Personal Certificate) if the date of birth has not previously been admitted.

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

## 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.

#### **Additional Coverage(s)**

Means additional benefit(s) or coverage(s) to the Contract for additional Contribution(s) approved by the Company and is effective only when incorporated in the Personal Certificate or endorsed thereon and when so incorporated or endorsed form an integral part of the whole Contract.

#### **Amount Covered**

Means the maximum amount of benefit payable by the Company.

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

Benefit Recipient is the person whom the Participant nominates as a Benefit Recipient upon the Person Covered's death before the expiry/maturity of this Contract.

#### **Cancer**

Any malignant tumour 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.

#### **Cashback**

Cashback is to provide rewards in terms of cashback for Contribution should no claims be made for a particular Contract year.

#### **Commencement Date**

Means the commencement date or renewal of cover as shown on the Personal Certificate or endorsement.

#### **Contract**

Means the Application Form, Personal Certificate, Product Wordings and any endorsements.

#### **Contribution/Contribution Instalment ("Contribution")**

Means the amount of Contribution money approved by the Company for the Participant's Contribution and/or savings in the Contract.

#### **Contribution/Contribution Instalment Renewal Date**

Refers to the Contribution Renewal Date as shown in the Personal Certificate and due date for payment of Contributions for every relevant period thereafter.

#### **Date of Maturity**

Means the date when the Contract expires.

**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.

**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. This definition does not apply for Critical Illness Benefit, Medical Benefit, and Hospitalisation Cash Benefit.

**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 (PA) 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 continuous medical monitoring of communicable diseases that need isolation procedures.

**Participant**

Means the Owner and Payor who participates under this Contract.

**Participant's Account (PA)**

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

**Participant's Special Account (PSA)**

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 Personal Certificate, and includes any extensions/endorsements thereof as may be granted by the Company at its discretion.

**Person Covered**

Means the person to be covered under the Personal Certificate, subject to the eligibility criteria.

**Personal Certificate**

Means the Personal Certificate that shows the Participant's personal details, details of cover, endorsements and Contribution.

**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 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.

**Product Wording**

Means the specific terms, conditions and coverage details outline in the Contract.

**Serious Medical Emergencies**

This refers to medical emergencies that require urgent remedial treatment to avoid death or serious impairment to the Person Covered's immediate or long-term health prospects, which will be determined based on the Person Covered's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities, inclusive of emergencies arising from Pre-Existing Conditions.

**Survival Period**

Means the time period that the Person Covered must live after being diagnosed with a critical illness.

**Tabarru'**

Means the portion of the Contribution paid by the Participants that is donated to the Takaful fund to help other Participants in need.

**Takaful**

A pact among a group of Participants who agree to contribute to a fund to assist each other in the event of misfortune.

**Total Permanent Disability/Total Permanent Disablement**

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

The loss of both arms or both legs, or of one arm and one leg, or both eyes shall be considered Total Permanent Disability, without prejudice to other causes of Total Permanent Disability. Loss shall mean with 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 Contract or 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 Family Takaful Fund.

**Wasi/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.

**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.

## SECTION 2: TERMS AND CONDITIONS

### 1. 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.

### 2. THE CONTRACT

The Application Form, the 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.

### 3. 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.

### 4. 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 benefit.

### 5. 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.

### 6. 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.



## 7. NON-ASSIGNMENT

The benefits under this Contract shall be non-assignable.

## 8. 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.

## 9. 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.

## 10. HIBAH

This plan practices a concept known as Hibah, which is a gift of the Contract from the Participant to the Hibah Recipient. Only the Participant has the right to cancel or surrender this Contract 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 Wasi(s) 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 CONTRIBUTION

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 benefits shall be paid from this account.
- (ii) A percentage of the Contribution from the Participant's Account (PA) shall be credited into 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' for the purpose of solidarity among the Participants subject to the terms and conditions expressed herein. Takaful coverages shall be paid from this account.
- (iii) Additional Contribution(s) for Additional Coverage(s) shall be credited into the Participant's Special Account (PSA) as Tabarru' for the purpose of solidarity among the Participants subject to the terms and conditions expressed herein. Takaful coverages shall be paid from this account.

## 13. INVESTMENT OF THE PARTICIPANT'S ACCOUNT (PA)

The Company shall invest the Contributions 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 (PA) ; and
- b. Up to 30% shall be paid to the Company.

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

**i. Participant's Account (PA)**

**Mudharabah**

The Participant hereby agrees that savings and investment element of Contribution be credited into Participant's Account (PA), for the Company to administer, manage and invest of the said Contribution in a manner deemed fit by the Company and in 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 up to 30% to the Company.

**ii. Participant's Special Account (PSA)**

**Tabarru'**

The Participant hereby entrusts their Contribution to the Company, of which a portion of Contribution will be donated as Tabarru' (please refer to Product Illustration) 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' in each month, shall be allocated back to the said fund.

**Wakalah**

The Participant hereby appoints the Company as Wakeel (agent) to administer, manage the Participant's Account (PA) and Participant's Special Account (PSA), invest based on Shariah principles for the Participant's Account (PA) 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 to apportion a percentage (as per table below) of Participant Contribution to the Company as a Wakalah Fee for the aforementioned services the Participant has agreed the Company to render. The Participant hereby also agrees to give a fee from the surplus of the Participant's Special Account (PSA) (if any) to the Company as 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 Shariah Advisory Body (SAB) of the Company which it does not exceed the percentage of distributable surplus to all the Participants.

Contract Year	Wakalah Fee* (%)	Contribution (%)
1	15	85
2	10	90
3	7.5	92.5
4	7.5	92.5
5	7.5	92.5
6	7.5	92.5
7	5	95

<b>8</b>	<b>5</b>	<b>95</b>
<b>9</b>	<b>5</b>	<b>95</b>
<b>10</b>	<b>5</b>	<b>95</b>
<b>11 onwards</b>	<b>If necessary</b>	<b>≤100</b>
*The Wakalah Fee is subject to the market changes but it should not be more than 15% every year and it should not exceed from total allocation rate fee of 150% until maturity of the Contract.		

### **Distribution of Underwriting Surplus**

The Participant hereby understand and agree that the underwriting surplus arising from the said fund, if any, shall be managed by the Company in a manner deemed fit by the Company and in accordance to Shariah principles which shall give benefits to the Participant and the Participant's Special Account (PSA).

As agreed and approved by the Shariah Advisory Body (SAB), the underwriting surplus, if any, 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 benefit 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).

### **iii. Participant's Special Account (PSA) for Additional Coverage(s)**

#### **Tabarru'**

The Participant entrusts their Contribution to the Company, of which 65% of the additional Contribution will be donated as Tabarru' into the Participant's Special Account (PSA) to help other eligible Participants under the Additional Coverage(s). 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 based on Shariah principles 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 to apportion 35% of Participant's additional Contribution to the Company as a Wakalah Fee for the aforementioned services the Participant has agreed the Company to render. The Participant hereby also agrees to give a fee from the surplus of the Participant's Special Account (PSA) (if any) to the Company as 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 Shariah Advisory Body (SAB) of the Company which it does not exceed the percentage of 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 Shariah principles which shall give benefits to the Participant and the Participant's Special Account (PSA).

As agreed and approved by the Shariah 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 Additional Coverage(s) 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).

## 15. GRACE PERIOD

- (i) Forty-five (45) days' grace period is allowed for the payment of yearly, half-yearly or quarterly Contributions, and a thirty-one (31) days' grace period is allowed for monthly Contributions, 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 Contribution shall be deducted from the takaful coverages.
- (ii) If the Contribution is not paid within the days of the grace period, the Participant shall be construed as having surrendered the Contract.

## 16. PROVISIONS UPON NON-PAYMENT

### i. Upon Non-Payment

If at the expiration of the grace period and the payment of any Contribution is in default, then the Participant hereby agrees to advance an "equivalent amount from the respective account" to pay for the Tabarru' and the Contract shall be continued "in force under Participant's Account (PA)" until the amount of the Participant's Account (PA) is less than the Contribution needed to pay for the Tabarru'. During this period, the Contract shall remain in force and if any Contribution remains unpaid after the Participant's Account (PA) amount becomes insufficient to be advanced any further, the Contract 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 Contribution payable to the Participant's Special Account (PSA).

### ii. Payment of Overdue Contribution

If a Contribution is in default beyond the grace period and within the duration of "in force under Participant's Account (PA)", 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 Contract. The Participant who surrenders the Contract by the Participant's own election, shall agree to relinquish all the balances in the Participant's Special Account (PSA) as referred to in Section 2: 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 sole discretion to revise the administration fee at any time and will use reasonable endeavors to notify the Participant of such revisions.

**19. PAYMENT AT MATURITY**

Upon the maturity of the Contract as shown the Personal Certificate, the Participant shall receive the balances due from the Participant's Account (PA) and the Participant's proportionate surplus, if any, arising from the Participant's Special Account (PSA) are shown in the last valuation by the Company.

**20. GOVERNING LAW**

This Contract 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.

**23. CASHBACK REWARD**

The Company shall provide Cashback to the Participant from the Participant's Account (PA) as follow:

<b>Term (Year)</b>	<b>Cashback Amount (BND)</b>
3	1,000
6	1,000
9	1,100
12	1,200
15	1,300
<b>Total</b>	<b>5,600</b>

**SECTION 3: ELIGIBILITY**

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

1. Adult aged next birthday eighteen (18) years old to forty-five (45) years old and the Contract must mature before the age of sixty (60) years old;
2. 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 Contract as shown in the Personal Certificate, the Company shall pay the takaful coverages to the Wasi or Hibah Recipient, the balances due to the deceased Participant from the Participant's Account (PA) prior to the date of the Participant's death as referred to in Clause 12 (i).
- (ii) The payment of takaful coverages from the Participant's Special Account (PSA) is subject to the following conditions:-
  - (a) that the information and particulars disclosed and declared by the Participant in the Application Form and Declaration 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 Contract prior to the date of the Participant's death;
  - (d) that at the date of the Participant's death, the payment of all Contributions due is in order.

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

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

- In the event of death of the Participant, the Company will subject to due proof, pay the balance of the takaful benefits payable on death under such Contract.
- Disability benefit will cease upon the Date of Maturity of the Contract.

### 3. ADDITIONAL COVERAGE(S)

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

The following Clauses are added to the Contract in consideration of the application thereof and of payment in advance when due of the additional Contribution set out in the Personal Certificate.

#### STBDPA: PERSONAL ACCIDENT BENEFIT CLAUSE

The Company will pay to the Participant or the Participant's beneficiary as Benefit Recipient (Nominee) for the Person Covered, the sum or sums of money specified in the Table of Covers 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 Covers 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 coverages payable on accidental death under such Contract.

If both accidental death and Total Permanent Disability due to Accident occur, the Company's liability is limited to one event whichever comes first.

#### **STBDFRSACC: FAMILY RIDER FOR SPOUSE AND CHILDREN BENEFIT CLAUSE**

In the event that the person named as the Spouse and Children as defined shall die before the Date of Maturity of the Contract, the Company shall pay the Participant the takaful coverages as stated in the Personal Certificate.

#### **STBDCI: CRITICAL ILLNESS BENEFIT CLAUSE**

The Company will pay to the Participant the sum or sums of money specified in the Personal Certificate in the event that Participant is diagnosed with one of the critical illnesses listed below as hereinafter defined provided that such diagnosed is certified by a Physician if all of the following conditions are satisfied:

- i. Person Covered experiences a critical illness specifically listed and defined in this Contract, and
- ii. The critical illness experienced by the Person Covered is the first incident of the critical illness, and
- iii. The critical illness or the symptoms of which commenced only after the Contract is taking effect from ninety (90) days after the effective date, and
- iv. The critical illness or the symptoms of which contracted after the Survival Period of thirty (30) days from the date of Diagnosis, and
- v. None of the General Limitation or Exclusions specifically identified in this Contract apply.

If all these conditions have been satisfied except condition number (iii), then the Company shall refund to the Participant all Contribution that the Participant has paid under this Contract and the Company shall not be liable for any other payment or benefit.

Only one (1) lump sum benefit payment will be made during the Person Covered's lifetime regardless of the number of critical illnesses suffered by the Person Covered.

#### **CRITICAL ILLNESS DEFINITIONS**

##### **1. Alzheimer's Disease/Severe Dementia**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging test, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Person Covered. This Diagnosis must be



supported by the clinical confirmation of an appropriate consultant and supported by the Company's appointed doctor.

The following are excluded:

- i. non-organic diseases such as neurosis and psychiatric illnesses; and
- ii. alcohol related brain damage.

## 2. Aorta Graft Surgery

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:

- i. Any other surgical procedure, for example the insertion of stents or endovascular repairs;
- ii. Surgery following traumatic injury to the aorta;
- iii. Surgery performed using only minimally invasive or intra-arterial techniques.

## 3. Angioplasty & Other Invasive Treatment for Coronary Artery

A benefit equals to ten percent (10%) of the Amount Covered subject to a maximum shall be paid if the Person Covered actually undergoes balloon angioplasty or similar intra-arterial catheter procedure to correct a narrowing of minimum sixty percent (60%) stenosis, of one (1) or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered medically necessary by a consultant cardiologist.

"Coronary arteries" refers to left main stem, left anterior descending, circumflex and right coronary artery.

This benefit is payable one (1) time during the life of the Contract and shall automatically cease upon such payment. The Amount Covered shall be reduced accordingly to the amount claimed.

## 4. Aplastic Anaemia

Chronic persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring treatment with at least one (1) of the following:

- a. Blood product transfusion;
- b. Marrow stimulating agents;
- c. Immunosuppressive agents; or
- d. Bone marrow transplantation.

The Diagnosis must be confirmed by a hematologist.

## 5. Bacterial Meningitis

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least six (6) weeks.

This Diagnosis infection must be confirmed by:

- a. the presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- b. a consultant neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

## 6. Benign Brain Tumour

A benign tumour in the brain where all following conditions are met:

- a. it is life threatening;
- b. it has caused damage to the brain;
- c. it has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and
- d. its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques.

The following are excluded:

- i. cysts;
- ii. granulomas;
- iii. vascular malformations;
- iv. haematomas; and
- v. tumour of the pituitary gland or spinal cord.

## 7. Blindness (Loss of Sight)

Total and irreversible loss of sight in both eyes as a result of Illness or Accident. 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. The blindness must be confirmed by an ophthalmologist.

## 8. Coma

A coma that persists for at least ninety-six (96) hours.

This Diagnosis must be supported by evidence of all of the following:

- a. no response to external stimuli for at least ninety-six (96) hours;
- b. life support measure is necessary to sustain life; and
- c. brain damage resulting in permanent neurological deficit which must be assessed at least thirty (30) days after onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

## 9. Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one (1) or more coronary arteries with bypass grafts. This Diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist.

Angioplasty and all other intra-arterial, catheter-based techniques, 'keyhole' or laser procedures are excluded.

## 10. Deafness (Loss of Hearing)

Total and irreversible loss of hearing in both ears as a result of Illness or Accident. This Diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, and Throat (ENT) specialist.

“Total” means the loss of at least ninety-five (95) decibels in all frequencies of hearing.

## 11. End Stage Liver Failure

End stage liver failure as evidenced by all of the following:

- a. permanent jaundice;
- b. ascites; and
- c. hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

## 12. End Stage Lung Disease

End stage lung disease, causing chronic respiratory failure.

This Diagnosis must be supported by evidence of all of the following:

- a. FEV1 test results which are consistently less than one (1) litre;
- b. Permanent supplementary oxygen therapy for hypoxemia;
- c. Arterial blood gas analyses with partial oxygen pressure of 55mmHg or less ( $\text{PaO}_2 \leq 55\text{mmHg}$ ); and
- d. Dyspnea at rest.

The Diagnosis must be confirmed by a respiratory Physician.

## 13. Fulminant Hepatitis

A submissive to massive necrosis of the liver by the hepatitis virus, leading precipitously to liver failure.

This Diagnosis must be supported by all of the following:

- a. rapid decreasing of liver size;
- b. necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c. rapid deterioration of liver function tests;
- d. deepening jaundice; and
- e. hepatic encephalopathy.

## 14. Heart Attack

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

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

Other acute coronary syndromes including but not limited to angina are excluded.

### 15. Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The Diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

### 16. HIV due to Blood Transfusion and Occupationally Acquired HIV

#### Section A:

Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- a. the blood transfusion was medically necessary or given as part of a medical treatment;
- b. the blood transfusion was received in Brunei after the effective date or date of endorsement of this Contract, whichever is the later;
- c. the source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood; and
- d. the Person Covered does not suffer from thalassaemia major or haemophilia.

#### Section B:

Infection with the Human Immunodeficiency Virus (HIV) which resulted from an Accident occurring after the effective date or date of endorsement of this Contract, whichever is the latest whilst the Person Covered was carrying out the normal professional duties of the Person Covered's occupation in Brunei, provided that all of the following are proven to the Company's satisfaction:

- a. proof of the Accident giving rise to the infection must be reported to the Company within thirty (30) days of the Accident taking place;
- b. proof that the Accident involved a definite source of the HIV infected fluids;
- c. proof of sero-conversion from HIV negative to HIV positive occurring during the one hundred and eighty (180) days after the documented Accident. This proof must include a negative HIV antibody test conducted within five (5) days of the Accident; and
- d. HIV infection resulting from any other means including sexual activity and the use of intravenous drugs is excluded.

This benefit is only payable when the occupation of the Person Covered is a medical practitioner, housemen, medical student, state registered nurse, medical laboratory technician, dentist (surgeon and nurse) or paramedical worker, working in medical centre or clinic in Brunei Darussalam.

This benefit will not apply under either Section A or B where a cure has become available prior to the infection. "Cure" means any treatment that renders the HIV inactive or non-infectious.

### 17. Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

**18. Loss of Speech**

Total and irrecoverable loss of the ability to speak as a result of Injury or disease to the vocal cords. The inability to speak must be established for a continuous period of twelve (12) months. This Diagnosis must be supported by medical evidence furnished by an Ear, Nose Throat (ENT) specialist. All psychiatric related causes are excluded.

**19. Loss of Hands or Feet**

Permanent physical severance of any combination of two (2) or more limbs, whether hands or feet at or above the wrist or ankle joints due to Illness or Accident.

**20. Major Burns**

Burns 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.

**21. Major Cancers**

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This Diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- i. tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: carcinoma-in-situ of the breast, cervical dysplasia CINto1, CINto2 and CINto3;
- ii. hyperkeratosis, basal cell and squamous skin cancers, and melanomas of less than 1.5mm breslow thickness, or less than clark level 3, unless there is evidence of metastases;
- iii. prostate cancers histologically described as TNM classification T1a or T1b or prostate cancers of another equivalent or lesser classification, T1N0M0 papillary micro-carcinoma of the thyroid less than 1 cm in diameter, papillary micro-carcinoma of the bladder, and chronic lymphocytic leukaemia less than RAI stage 3; and
- iv. all tumours in the presence of HIV infection.

**22. Major Head Trauma**

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

**23. Major Organ/Bone Marrow Transplantation**

The receipt of a transplant of:

- a. human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- b. one of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

## 24. Motor Neurone Disease

Motor neurone diseases characterised by progressive degeneration of corticospinal tracts and anterior horns cells or bulbar efferent neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This Diagnosis must be confirmed by a neurological as progressive and resulting in permanent neurological deficit.

## 25. Multiple Sclerosis

The definite occurrence of multiple sclerosis.

The Diagnosis must be supported by all of the following:

- a. investigations which unequivocally confirm the Diagnosis to be multiple sclerosis;
- b. multiple neurological deficits which occurred over a continuous period of at least six (6) months; and
- c. well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as Systemic Lupus Erythematosus (SLE) and HIV are excluded.

## 26. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The Diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist. The condition must result in the inability of the Person Covered to perform (whether aided or unaided) at least three (3) of the following six (6) "Activities of Daily Living" for a continuous period of at least six (6) months:

"Activities of Daily Living" shall mean:

- a. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactory by other means;
- b. Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c. Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d. Mobility – the ability to move indoors from room to room on level surfaces;
- e. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f. Feeding - the ability to feed oneself once food has prepared and made available.

## 27. Paralysis (Loss of Use of Limbs)

Total and irreversible loss of use of at least two (2) entire limbs due to Injury or disease. This condition must be confirmed by a consultant neurologist. Self-inflicted are excluded.

## 28. Parkinson's Disease

The unequivocal Diagnosis of idiopathic Parkinson's disease by a consultant neurologist.

This Diagnosis must be supported by all of the following conditions:

- a. the disease cannot be controlled with medication;
- b. signs of progressive impairment: and
- c. inability of the Person Covered to perform (whether aided or unaided) at least three (3) of the following six (6) 'Activities of Daily Living' for a continuous period of at least six (6) months.

"Activities of Daily Living" shall mean:

- i. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactory by other means;
- ii. Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility – the ability to move indoors from room to room on level surfaces;
- v. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding to the ability to feed oneself once food has prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

### 29. Primary Pulmonary Hypertension

Primary pulmonary hypertension with substantial right ventricular enlargement confirmed by investigations including cardiac catheterisation, resulting in permanent physical impairment of at least class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The NYHA Classification of Cardiac Impairment:

Class I: no limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.

Class II: slight limitation of physical activity. Ordinary physical activity results in symptoms.

Class III: marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

Class IV: unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

### 30. Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis.

This Diagnosis must be supported by all the following conditions:

- a. Evidence of permanent neurological damage confirmed by a neurologist at least six (6) weeks after the event; and
- b. Findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques consistent with the Diagnosis of a new stroke.

The following are excluded:

- i. Transient ischaemic attacks;
- ii. Brain damage due to an Accident or Injury, infection, vasculitis, and inflammatory disease;
- iii. Vascular disease affecting the eye or optic nerve; and
- iv. Ischaemic disorders of the vestibular system.

### 31. Terminal Illness

The conclusive Diagnosis of an Illness that is expected to result in the death of the Person Covered within twelve (12) months. This Diagnosis must be supported by a specialist and confirmed by the Company's appointed doctor.

Terminal illness in the presence of HIV infection is excluded.

#### **STBDHCBR: HOSPITALISATION CASH BENEFIT CLAUSE**

The Company shall, upon receipt and approval of due proof of such pay the benefit under this Additional Coverage in the event of the following:

- (i) The Participant and/or Person Covered is admitted to a National Isolation Centre (NIC); 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, unless the Participant and/or Person Covered affected by the Illness has been covered continuously under the Contract for twelve (12) months with no gap in the coverage, for the period during which the Participant and/or Person Covered shall be an in-patient of the Hospital or National Isolation Centre (NIC) subject to a minimum of three (3) consecutive days of confinement but not exceeding forty-five (45) days; or
- (ii) Injury is occurring after the date of acceptance of this Clause, for the period during which the Participant and/or Person Covered shall be an in-patient of the Hospital or National Isolation Centre (NIC) subject to a minimum of three (3) consecutive days of confinement but not exceeding forty-five (45) days.

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

The Hospitalisation Cash Benefit will cease upon Person Covered attaining the age of seventy (70) years old.

#### **STBDFI/STBDFICI: FAMILY INCOME/FAMILY INCOME CRITICAL ILLNESS BENEFIT CLAUSE**

In the event of the death of the Participant or Total Permanent Disability or critical illness before the Date of Maturity of the Contract as shown in the Personal Certificate, that the person named as the Benefit Recipient (Nominee) shall receive in the form of monthly benefit to cover their daily living expenses.

#### **STBDME: MEDICAL BENEFIT CLAUSE**

In the event of the Person Covered incurring any medical, surgical or hospital expenses in connection with any bodily injury resulting solely and directly from an Accident caused by violent, external and visible means or Illness, the Company shall reimburse to the Participant such expenses necessarily incurred and paid up to in aggregate but not exceeding the sum stated in the Personal Certificate against the name of the Person Covered for such Injury in respect of any one Accident or Illness.



It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of incident and medical treatment received shall be submitted to the satisfaction of the Company. Reimbursement shall be payable only if such medical or surgical expenses incurred in respect of treatment given by a Physician within the Period of Takaful provided in respect of:

- i. Illness occurring more than thirty (30) days after the date of entry unless the Person Covered affected by this condition has been covered continuously under the Contract for twelve (12) months with no gap in the coverage, for the period during which the Person Covered shall be an in-patient of the Hospital subject to a minimum of six (6) consecutive hours of confinement and not exceeding 52 weeks; or
- ii. Injury occurring after the date of entry, for the period during which the Person Covered shall be an in-patient of the Hospital subject to a minimum of six (6) consecutive hours of confinement and not exceeding 52 weeks.

The Medical Benefit will cover the regular and customary charges for laboratory, x-ray or other medically necessary diagnostic procedures ordered by a Physician within thirty (30) days prior to the admittance of the Person Covered as a registered in-patient to a Hospital for the treatment of the relevant medical condition diagnosed, including consultation fees and medication prescribed.

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

Medical Benefit will cease upon Person Covered attaining the age of seventy (70) years old.

#### **STBDLTC: LONG-TERM CARE BENEFIT CLAUSE**

The Company will pay monthly to the Participant if the Participant requires daily care and homecare due to Illness or Accident. Monthly benefit is a percentage of the Contract's Amount Covered.

#### **STBBDT56W: WAIVER OF CONTRIBUTION/INSTALMENT BENEFIT CLAUSE**

The Company will pay and covers the Participant's remaining Contribution until maturity in the event that the Participant experiences a critical/terminal illness or not more than 90% of the Total Permanent Disability in accordance to the Table of Covers due to Accident or Illness making the Participant unable to continue work in the Participant's usual capacity.

#### **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 Additional Coverage(s).

This Additional Coverage(s) is only effective from the date of this endorsement on the Contract unless it is issued at the time of issue of the Contract and is referred to in the Personal Certificate thereto.

## 5. RENEWAL

This Additional Coverage(s) may be renewed with an advance Contribution based on the rate quoted during the renewal of the Additional Coverage(s).

The Company reserves the right to increase the Contribution under this Additional Coverage(s) at any time by giving thirty (30) days' notice in writing to the Participant.

The Company reserves the right to cancel this Additional Coverage(s) at any time by giving seven (7) days' notice in writing to the Participant. Whenever this Additional Coverage(s) is cancelled, the Company shall return the unearned portion of the Contribution paid (after Wakalah Fee). Cancellation shall be without prejudice to any claim arising prior to the date of the cancellation.

## 6. TERMINATION OF COVER

This Additional Coverage(s) shall automatically terminate:

- (a) If any Contribution on this Additional Coverage(s) or on the Contract remains unpaid at the end of the grace period;
- (b) If the Contract matures or surrenders;
- (c) In the event a total of 100% have been paid, whichever occurs earlier.

Termination of this Additional Coverage(s) shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any Contribution hereunder subsequent to termination of this Additional Coverage(s) shall not create any liability but the Company shall refund any such Contribution.

**TABLE OF COVERS**  
**ACCIDENTAL DEATH/ACCIDENTAL TOTAL PERMANENT DISABLEMENT**

<b>Description of Injury</b>	<b>Percentage of Amount 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%

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 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 Amount Covered.

## 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 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 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 BENEFIT

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 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 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 the Participant;
- 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.

### 3. FAMILY RIDER FOR SPOUSE AND CHILDREN BENEFIT/FAMILY INCOME BENEFIT

In addition to the exclusion under the Contract, this Clause shall not pay takaful benefit if the death of the Person Covered 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 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.

### 4. CRITICAL ILLNESS BENEFIT

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

- a. An opportunistic infection and/or malignant neoplasm (tumour) and/ or any sickness condition, if at the time of the critical illness the Person Covered had Acquired Immune Deficiency Syndrome (AIDS) or tested sero-positive to HIV (Human Immuno-deficiency Virus).
  - i. For the purpose of this exclusion the term "Acquired Immune Deficiency Syndrome" shall have the meanings assigned to it by the World Health Organisation (WHO) as given in their manual. Acquired Immune Deficiency Syndrome (AIDS) shall include Human Immuno-deficiency Virus (HIV), encephalopathy (dementia), HIV wasting syndrome, and AIDS Related Condition (ARC).
  - ii. Opportunistic infections shall include but not limited to pneumocystis carinii pneumonia, organism of chronic enteritis virus and/ or disseminated fungi infection.
  - iii. Malignant neoplasm shall include but not limited to Kaposi's Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome (AIDS).

- b. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Contract;
- c. Any congenital anomalies or physical defects;
- d. Any critical illness, Injury or sickness other than specifically defined in this Contract:
- e. 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;
- f. The Person Covered engaging in racing of any kind other than bicycle engaged on a leisure basis, on foot and swimming;
- g. Anthrax blood-poisoning, erysipelas, ptomaine poisoning, pyaemia, septicemia and/or tetanus;
- h. Any unlawful act(s) or such act(s) prohibited by law and/or Shariah principles;
- i. Critical illness or the symptoms contracted within the Waiting Period of ninety (90) days from Commencement Date of Contract;
- j. Critical illness or the symptoms contracted within the Survival Period of thirty (30) days from the date of Diagnosis;
- k. Ionising, 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 and nuclear weapons material.

## **5. HOSPITALISATION CASH BENEFIT/MEDICAL BENEFIT**

In addition to the exclusion under the Contract, the Company shall not pay Hospitalisation Cash Benefit and/or Medical Benefit with respect to:-

- a. Sickness contracted within the Waiting Period of thirty (30) days from Commencement Date of Contract or endorsement;
- b. Pre-Existing Conditions as defined and/or as agreed by the Company in writing prior to the Commencement Date of the Contract;
- 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.

## 6. LONG-TERM CARE BENEFIT

In addition to the exclusion under the Contract, this Clause shall not pay takaful benefit if the death of the Person Covered 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 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 the Participant;
- 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.

## 7. WAIVER OF CONTRIBUTION/INSTALMENT BENEFIT

In addition to the exclusion under the Contract, this Clause shall not pay takaful benefit if the death of the Person Covered 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 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 the Participant;



- 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.

## **SECTION 6: CLAIMS**

### **1. 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 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 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.

### **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 behalf of the Participant to obtain any benefit under this Contract, or if the claim be occasioned by the willful 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.

### **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.

**7. 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.**