



# INSURANS ISLAM TAIB GENERAL TAKAFUL

## CERTIFICATE FOR GROUP PERSONAL ACCIDENT FOR DUYUFUR RAHMAN TAKAFUL SCHEME HAJJ AND UMRAH

### NOTICE

The Participant must give prompt and immediate notice within fourteen (14) days to Insurans Islam TAIB General Takaful Sendirian Berhad of any claim with full particulars of the accident and injuries sustained. Failure to do so may result in disclaim of liability.

**CERTIFICATE FOR GROUP PERSONAL ACCIDENT FOR DUYUFUR RAHMAN TAKAFUL SCHEME  
HAJJ AND UMRAH**

SCOPE OF COVERAGE	Maximum Limit Per Person (Unless otherwise stated)
	Basic

SECTION 1 - PERSONAL ACCIDENT COVERAGE	
1. Death as a result of an accident.	Up to B\$10,000.00
2. Permanent Total Disablement which occurs within 12 months due to bodily injury as a result of an accident	
The maximum amount of all benefits payable for one or more injuries shall not exceed the maximum limit stated.	

SECTION 2 - MEDICAL AND SURGICAL EXPENSES	
Medical and Surgical Expenses due to bodily injury as a result of an accident or newly diagnosed illness, inclusive of COVID-19.	Up to B\$50,000.00
Maximum limit for those with Pre-Existing Condition	Up to B\$12,500.00
<u>Sub Limits for accident or newly diagnosed illness</u>	
1. Treatment for miscarriage arising from an accident.	Up to B\$2,500.00
2. Compassionate visits to accompany the Participant due to bodily injury or illness within 6 months after incident.	Up to B\$2,500.00
3. Hospital allowance for each day of admission due to illness, accident or bodily injuries.	B\$50.00 / day
Maximum Limit	Up to B\$1,000.00

SECTION 3 - TRAVEL INCONVEIENCE	
1. Repatriation or Funeral expenses.	B\$1,000.00
2. Loss or damage of baggage or personal belongings which must exceed 24 hours after incident.	Up to B\$250.00
3. Delayed Baggage which must exceed 6 hours after incident.	B\$100.00 for every 6 hours
Maximum Limit	Up to B\$300.00
4. Loss of travel documents which must exceed 24 hours after incident.	Up to B\$1,000.00

5. Travel delay for return flight due to adverse weather, technical breakdowns which must exceed 12 hours from incident.	B\$50.00
Maximum Limit	Up to B\$150.00
6. Personal liability to third party for bodily injury and property damage.	Up to B\$50,000.00

<b>SECTION 4 - EMERGENCY MEDICAL ASSISTANCE AND REPATRIATION</b>	
Emergency Medical Evacuation & Repatriation	Up to B\$100,000.00
Maximum limit for those with Pre-Existing Condition	Up to B\$50,000.00

The person named in the attached Schedule (hereinafter referred to as “the Schedule”) as the Certificate Holder (hereinafter referred to as “the Participant”) has applied to Insurans Islam TAIB General Takaful Sendirian Berhad (hereinafter referred to as “IITGT”) a written proposal and declaration containing certain particulars and statements which is hereby agreed shall form the basis of the contract and be considered as incorporated herein to participate in the Takaful managed by IITGT and has paid or agreed to pay to IITGT the Takaful contribution as stated in the Schedule.

In consideration of the payment of the Takaful contribution to IITGT, if at any time during the period of Takaful as shown in the Schedule or during any further period for which IITGT may agree to renew the cover, and subject to the terms, provisions, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as “the Terms of the Certificate”), the Participant or any person covered under this Certificate shall sustain bodily injury caused by violent, external and visible means which injury shall solely and independently of any other cause result in his death or disablement as within defined, IITGT shall pay to the Participant or in the event of his death to his legal personal representative(s) the sum or sums of money set forth in the Schedule or in any endorsement attached hereto.

**PROVIDED ALWAYS THAT:**

- i. The benefit shall be payable under the Certificate until the total amount of such benefits shall have been ascertained and agreed.
- ii. The maximum liability of IITGT shall not in any event exceed the Sum Payable as stated in the Schedule or endorsed hereon.
- iii. Accidental death shall not in any way be presumed by reason of the disappearance of the Participant except in the event of total loss by shipwreck of the ship or air crash of the aircraft in which he was travelling.

## **GEOGRAPHICAL LIMITS**

Geographical territories where the hajj or umrah is performed which includes Negara Brunei Darussalam, Saudi Arabia and Worldwide, excluding countries that are restricted by the Brunei Darussalam Government and countries that are sanctioned by the United Nations.

## **PERIOD OF TAKAFUL**

The Takaful commences when the Participant leaves his/her place of residence or business in Brunei Darussalam (whichever is the later) to commence the planned trip until the time of return to his/her place of residence or business in Brunei Darussalam (whichever is the earlier) on completion of the planned trip. In any event, the planned trip should not commence more than twenty-four (24) hours prior to booked departure time or cease more than twenty-four (24) hours after booked return to Brunei Darussalam. A planned trip shall involve return to Brunei Darussalam within the period of Takaful stated hereon.

## **AUTOMATIC EXTENSION**

The period of Takaful shall be automatically extended up to thirty (30) days without additional contribution for such period as is reasonably necessary to complete the Trip in the event of delay beyond the control of the Participant as a direct result of:

- (a) an Accident or Serious Illness sustained by the Participant; or
- (b) the Scheduled Public Conveyance in which the Participant is travelling being unavoidably delayed; or
- (c) compulsory quarantine of the Participant whilst overseas by local or relevant authority which occurs during the period of Takaful and the return Trip cannot be completed before the expiry of the period of Takaful.

Either one (1) of the above events must be admissible under this Takaful in the first instance.

## CLAIMS NOTIFICATION

All claims enquiries and any occurrence of loss in Saudi Arabia which may give rise to claim should be advised as soon as reasonably possible to ST & T International Pte Ltd.

A 24-7 emergency hotline is available in the event the Participant requires emergency medical assistance and Emergency Medical Evacuation and Repatriation that will be provided by Aspire Lifestyle (Worldwide) and ST & T International Pte Ltd (Saudi Arabia) subject to terms and condition.

For reimbursement, a claim should be advised as soon as reasonably possible to:

Insurans Islam TAIB General Takaful Sendirian Berhad

Claims Division,

Unit 1 & 2, The Green Industrial Parkland,

Spg 128-11-26 Tungku Link,

Jln Tungku,

Bandar Seri Begawan BE3619,

Brunei Darussalam

Tel: (673) 242-8454

All claims must be notified not later than fourteen (14) days upon the Participant's return to Brunei Darussalam.

<b>Aspire Lifestyle Worldwide except Saudi Arabia</b>	<b>ST &amp; T International Pte Ltd Saudi Arabia only</b>
+65 6336 0122	+966 567 326 785 +65 9101 5110

## GENERAL DEFINITIONS

1. "Accident" means an unforeseen and unexpected event.
2. "Assistance Company" means the service provider with which IITGT has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.
3. "Dental Expenses" means expenses for dental treatment.
4. "Dental Treatment" means emergency treatment of teeth to stop sudden pain. This does not include normal or ongoing care of teeth or cosmetic surgery to replace crowns or dentures.
5. "Family" means the Participant's spouse, parents, parents in-law, children, grandchildren and domestic servant(s).
6. "Gradually Operating Cause" means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single accident.
7. "Hospital" means any institution lawfully operating twenty-four (24) hours a day for the care and treatment of injured persons with organized facilities including but not limited to diagnosis, surgery, nursing service and medical supervision, but excluding any institution used as a centre for nursing care, convalescence, geriatric care, mental care, rehabilitation or extended care, and/or the care or treatment of alcoholics or drug addicts.
8. "Injury" shall mean bodily injury caused by an Accident or by violent, external and visible means and which shall have occurred solely by and independently of any other causes. Such bodily injury includes injuries resulting in permanent disability or death.
9. "Illness" shall mean any noticeable change in the physical health of the Participant due to a medical condition contracted, commencing or manifesting whilst overseas during the period of the insured Trip in which the Participant seeks the care of a Qualified Medical Practitioner acting within the scope of his/her license to treat the illness for which the claim is made, including pre-existing illness.
10. "In-Patient" means a person necessarily and continuously confined to a hospital, under the care of a Qualified Medical Practitioner for more than twenty-four (24) hours, with confinement being certified as necessary by the attending Qualified Medical Practitioner.
11. "Journey or Trip" means the period commencing from the time the Participant leaves his/her place of residence or business to proceed directly to the place of embarkation in Brunei Darussalam to commence the Trip to the intended destination(s) and ceases when the Participant returns to his/her place of residence or business or within twenty-four (24) hours upon his/her arrival in Brunei Darussalam after clearing immigration, or the expiry of the period of Takaful shown on the Certificate, whichever is the earlier.

12. "Money" means cash, bank or currency notes, cheques, travelers' cheques, postal or money orders, petrol coupons or credit vouchers.
13. "Pre-existing condition" means any injury, illness or condition:
  - a) For which treatment, or medication, or advice, or diagnosis has been sought or received during the twelve (12) months prior to the commencement of the Certificate for the Participant concerned; or
  - b) Which was known by the Participant (or anyone covered under the Certificate) to exist prior to the commencement of the Certificate whether or not treatment, or medication, or advice, or diagnosis was sought or received.
14. "Qualified Medical Practitioner" means a qualified doctor of medicine or dentist registered in the place where the Participant received the services/treatment or who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A medical adviser cannot be related to the Participant.
15. "Scheduled public conveyance" means any air, land or water conveyance, which is duly licensed for the regular transportation of fare paying passengers but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.
16. "Serious Illness" whenever applied to the Participant, is one which requires treatment by a Qualified Medical Practitioner, and which results in the Participant being certified by that Qualified Medical Practitioner as unfit to travel or continue with his/her original Trip. When applied to an immediate family member, it shall mean Injury or Illness certified as being dangerous to life by a Qualified Medical Practitioner and which results in the Participant's discontinuation or cancellation of his/her original Trip.
17. "Travel documents" means travel tickets and passports.
18. "We/Our/Us/Company" means IITGT.
19. "Participant" means the Participant(s) shown in the Schedule of the Certificate.

## **SECTION 1 – PERSONAL ACCIDENT COVERAGE**

If the Participant sustains bodily injury caused by accidental means during the period of Takaful, the following benefits will be paid:

**Benefit A:** If the Participant is involved in an Accident that causes bodily injury and this alone leads to death within twelve (12) months from the date of the Accident, We will pay the Participant's legal representative up to B\$10,000.00.

**Benefit B:** If the Participant suffers permanent total disablement based on the compensation scale described in the Table of Benefit, up to B\$10,000.00.

We will not pay for bodily injury arising from Gradually Operating Cause occurring upon the Participant.

## **SECTION 2 – MEDICAL AND SURGICAL EXPENSES**

Maximum limit up to B\$50,000.00 for each Participant.

Maximum limit up to B\$12,500.00 (Basic Package) for each Participant with pre-existing condition(s).

The coverage under this Section shall include medical expenses incurred as a result of the Participant being diagnosed positive for COVID-19 (or in other official scientific term, as declared) by the medical authorities or its legal representatives or other governing bodies as authorized by the respective countries the Participant is travelling to or from.

We will not pay for:

- a) any treatment or aid obtained in Brunei Darussalam (except as specifically provided for in Section 2.4).
- b) any surgery or medical treatment which in the opinion of the Qualified Medical Practitioner treating the Participant can be reasonably delayed until his/her return to Brunei Darussalam (except as specifically provided for in Section 2).
- c) any treatment undertaken for relief of chronic illness, for example, renal dialysis, chemotherapy for cancer or radiotherapy for cancer.

### **SECTION 2.1 – MISCARRIAGE TREATMENT**

Sub Limit Up to B\$2,500.00.

We will reimburse for:

- a) medical, hospital and treatment expenses for miscarriage arising from an Accident; or
- b) additional accommodation (including hotel and hospital) and transportation expenses necessarily incurred by the Participant, if upon written advice from a Qualified Medical Practitioner the Participant is unfit to travel. This includes the issuance of quarantine order or self-isolation order.



## **SECTION 2.2 - COMPASSIONATE VISIT**

Sub Limit Up to B\$2,500.00.

If the Participant is sick or sustains bodily injury while overseas which results in confinement within six (6) months from the date of incident, We will reimburse the reasonable accommodation and transportation expenses necessarily incurred for one (1) relative or friend to visit and stay with the Participant during the confinement, upon written advice by a Qualified Medical Practitioner.

## **SECTION 2.3 – HOSPITAL ALLOWANCE**

B\$50.00 per day up to B\$1,000.00 for each Participant.

If the Participant are hospitalized abroad due to accidental bodily injury sustained during the period of Takaful, We will pay an allowance of B\$50.00 per day for the period of hospitalization, up to B\$1,000.00.

Payment shall be made after the Participant are discharged.

We will not pay for:

1. Meals and other incidental expenses except those incurred by the Participant during hospitalisation for medical treatment at a registered medical institution.
2. Any COVID-19 related medical conditions

**The total expenses incurred shall not exceed the maximum limit under this Section.**

## **SECTION 3.1 – REPATRIATION OR FUNERAL EXPENSES**

B\$1,000.00 for each Participant.

In the event of death of the Participant, We will pay B\$1,000.00 for the cost of transporting the body to Brunei Darussalam or incidental expenses for burial of the Participant in the locality where death occurs.

## **SECTION 3.2 – BAGGAGE AND PERSONAL EFFECTS**

Up to B\$250.00 for each Participant.

We will reimburse the Participant for loss of or damage to baggage taken, sent in advance or purchased on the Trip (including clothing and personal effects worn or carried on the person, trunks, suitcases and receptacles), occurring during the period of Takaful and owned or held by the Participant.

Such losses must be reported to the airline or local police or an official from Brunei International Airport at the place of loss within twenty-four (24) hours after the incident and a written statement from the airline or police or Brunei International Airport must be obtained to substantiate the claim.

### **SECTION 3.3 – DELAYED BAGGAGE**

B\$100.00 for each full six (6) consecutive hours delay and up to maximum limit of B\$300.00 for each Participant.

We will pay the Participant a cash benefit if his/her checked-in baggage is certified by the carrier to have been delayed, misdirected or temporarily misplaced for at least six (6) hours from the time of his/her arrival at the destination abroad as specified in the itinerary supplied to the Participant.

This section does not apply to baggage delay or misdirected upon his/her return to Brunei Darussalam at the end of the Trip.

The Participant cannot claim under both Sections 3.2 and 3.3 for the same event.

### **SECTION 3.4 – TRAVEL DOCUMENTS**

Up to B\$1,000.00 for each Participant.

We will reimburse the Participant for the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses and hotel accommodation incurred to replace lost travel documents arising out of robbery, burglary or theft whilst overseas during the period of Takaful. Such losses must be reported to the local police or the officer in charge of the travel agency at the place of loss within twenty-four (24) hours after the incident and a written statement from the police or the officer in charge of the travel agency must be obtained to substantiate the claim.

#### **EXCLUSIONS APPLICABLE TO SECTION 3.4 ONLY**

We will not pay claims in respect of:

1. Shortage due to error, omission, exchange or depreciation in value.
2. Loss of travelers' cheques not immediately reported to the local branch or issuing agent.
3. Loss of money and cash cards.
4. Unexplained losses.

#### **EXCLUSIONS APPLICABLE TO SECTIONS 3.2 AND 3.4 ONLY**

We will not pay for claims in respect of:

1. Loss of or damage arising from delay or confiscation or detention by Customs or other officials.
2. Loss of or damage to stamps, documents (other than those specifically mentioned in Section 3.4), or contacts or cornea lenses, or damage to fragile articles.
3. Business goods or samples or any property belonging to the Participant's Employer.
4. Normal wear and tear, gradual deterioration, moths, vermin, inherent vice, mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by the Participant to repair, clean or alter any property.

5. Cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
6. Loss of or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a Property Irregularity Report is obtained.
7. Loss of or theft of property left unattended in a public place or as a result of the Participant's failure to take due care and precautions for the safeguard and security of such property.
8. Loss of or damage to property insured under any other certificate, or reimbursed by any other carrier, hotel, travel agency or any other party.
9. Loss to Participant's baggage sent in advance, mailed or shipped separately.
10. Unexplained and mysterious disappearances.

### **SECTION 3.5 – TRAVEL DELAY**

Up to B\$150.00 for each Participant.

If the departure of the scheduled public conveyance in which the Participant had arranged to travel is delayed for at least twelve (12) hours from the time specified in the itinerary supplied to the Participant due to strike/industrial action, adverse weather conditions or mechanical breakdown/ derangement of that scheduled public conveyance, or due to interruption of the journey of that scheduled public conveyance as a result of mechanical or structural defect, We will pay:

- a) B\$50.00 for each full twelve (12) hours delay (the delay being calculated from the departure time of the scheduled public conveyance specified in the itinerary) up to B\$150.00 for each Participant.

**OR**

- b) If any part of the planned trip is cancelled due to the delay, a reimbursement of up to B\$150.00 will be payable to the Participant in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Participant provided that the Participant continues with the planned trip.

### **EXCLUSIONS APPLICABLE TO SECTION 3.5 ONLY**

We will not pay for:

1. Claims arising directly or indirectly from his/her failure to check-in according to the itinerary supplied to the Participant and obtain written confirmation from the carriers or handling agents of the number of hours of delay and the reason for such delay.
2. Claims arising directly or indirectly from strike or industrial action existing at the date this Takaful is purchased by the Participant.
3. Claims arising directly or indirectly from the Participant's late arrival at the airport or port after check-in or boarding time (except for late arrival due to strike or industrial action).

## **SECTION 3.6 – PERSONAL LIABILITY**

Up to B\$50,000.00 for each Participant.

We will indemnify the Participant against all sums which the Participant is legally liable to pay to any third party as damages arising during the period of Takaful whilst overseas as a result of:

1. Accidental injury to any person.
2. Accidental loss of or damage to property.

In addition, We will indemnify the Participant for:

1. Third Party's costs and expenses recoverable from the Participant and 2. His/her costs and expenses incurred with Our written prior consent.

### **EXCLUSIONS APPLICABLE TO SECTION 3.6 ONLY**

We will not pay for claims arising out of, in respect of, or consequent upon:

1. Employers' contractual liability to a member of his/her family.
2. Animals and property belonging to the Participant or in his/her care custody or control.
3. Any willful, malicious or unlawful act.
4. Pursuit of trade, business or profession.
5. Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
6. Ownership, possession or use of vehicles, aircraft or watercraft.
7. Legal cost resulting from any criminal proceedings.
8. The influence of intoxicating liquor, mountaineering, ski-racing in major events, ski-jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies or the use of firearms.
9. Judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Brunei Darussalam.

## **SECTION 4 – EMERGENCY MEDICAL ASSISTANCE AND REPATRIATION**

Up to B\$100,000.00 for each Participant.

Maximum limit up to B\$50,000.00 for each Participant with pre-existing condition(s).

### **EXCLUSIONS APPLICABLE TO SECTION 4 ONLY**

We will not pay claims in respect of:

1. Any services not approved and arranged by the Assistance Company or its authorised representative except that we reserve the right to waive this exclusion if the Participant or the Participant's travelling companions cannot for reasons beyond the Participant control, notify the Assistance Company during an emergency situation. In any event, we reserve the right to reimburse the Participant only for those expenses incurred for service which the Assistance Company would have provided under the same circumstances.
2. Any treatment performed or ordered by a person who is not a Qualified Medical Practitioner.

### **GENERAL EXCLUSIONS – applicable to all Sections under this Certificate**

We do not cover:

1. Directly or indirectly occasioned by, happening through, or in consequence of:
  - a) Participation in any professional sports or in any games and sports whereby the Participant would earn remuneration, donation, sponsorship or income of any kind.
  - b) Underwater activities requiring the use of artificial breathing apparatus except leisure scuba diving under the supervision of a qualified diving instructor.
  - c) Accidents whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes), rock climbing and hiking/trekking in remote areas unless with licensed guides, pot-holing, aviation other than as fare paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passenger and any activity involving the Participant being airborne (whether suspended or not).
2. Resulting from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to accidental bodily injury as provided under Section 2.1(a).
3. If the Participant is traveling contrary to the advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment.
4. In respect of any property more specifically insured or any claim which but for the existence of this Takaful would be recoverable under any other Takaful.

5. Directly or indirectly occasioned by, happening through or in consequence of:
  - a) Any treatment undertaken for relief of chronic illness, for example renal dialysis, chemotherapy for cancer or radiotherapy for cancer;
  - b) Treatment of mental illness, psychiatric disorders, willfully self-inflicted injury or illness, alcoholism or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Qualified Medical Practitioner, but not for the treatment of drug addiction), AIDS (Acquired Immune Deficiency Syndrome) or ARC (Aids Related Complex), selfexposure to needles peril (except in an attempt to save human life);
  - c) Nuclear fission, nuclear fusion or radioactive contamination;
  - d) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority or civil commotion through or by general mass media;
  - e) Anthrax, blood poisoning, erysipelas, ptomaine-poisoning, pyohemia, septicemia and/or tetanus.
6. This Takaful does not cover claims whilst the Participant is engaging in naval, military, air force service or operations or testing of any kind of conveyance, offshore or mining, aerial photography or handling any explosives.
7. Mysterious disappearances.
8. Unexplained losses.

#### **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

It is agreed that regardless of any contributory cause(s), IITGT does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If IITGT alleges that by reason of this exclusion any claim is not covered by this Takaful, the burden of proving the contrary shall be upon the Participant.

## **INFORMATION TECHNOLOGY CLARIFICATION**

Property damage covered under this Certificate shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or deformation of the original structure. Consequently, the following are excluded from this Certificate:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

- B. Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

## **GENERAL CONDITIONS – applicable to all Sections under this Certificate**

### **1. THE CONTRACT**

This Certificate and the Schedule shall be read together as one contract and any word or expression to which specified meanings have been attached in any part of this Certificate or the Schedule, shall bear such specific meaning wherever it may appear.

### **2. NOTICE**

Every notice or communication to be given or made under this Certificate shall be in writing and shall be sent by registered post or by hand to the Head Office or any Branch Office of IITGT.

### **3. CONDITIONS PRECEDENT**

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

### **4. INFORMATION AND EVIDENCE OF INJURY**

All Certificates, information and evidence required by IITGT shall be furnished at the expense of the Participant and shall be in such form and of such nature as IITGT may prescribe. The Participant shall as often as required, arranged for the person covered to submit to medical examination on behalf of IITGT at his own expense in respect of any alleged bodily injury. In case of death of the person covered there must be delivered to IITGT a certificate of death issued by the relevant authorities and/or other reports from a Qualified Medical Practitioner stating as fully as possible the nature, extent and duration of the injury, cause

of death and such all other information and evidence as IITGT may require, considered necessary to satisfy itself of the identity of the person covered and the nominee.

## 5. NOTICE TO BE MADE IN WRITING

- i. All notices required to be given by the Participant to IITGT must be in writing addressed to IITGT and no alteration in the terms of this Certificate nor any endorsement hereon shall be held valid unless the same is signed or initialed by an authorised representative of IITGT.
- ii. The Participant shall give immediate notice to IITGT of any change in his/her business or occupation or habits or pursuits or residence or of any disease, injury or physical defect or infirmity with which he has become cognisant, and shall pay any additional Takaful contribution that may be required by IITGT.
- iii. The Participant shall give notice to IITGT of any other Takaful or insurance effected against accident and/or incapacity.

## 6. CANCELLATION OF TAKAFUL

The Participant or IITGT may cancel this Certificate at any time during the period of Takaful.

### a) Cancellation by Participant:

- The Participant may cancel this Certificate at any time, by returning the Certificate to Us if no claim has occurred or was made during the period of Takaful.
- After returning the Certificate, the Participant will be entitled to a refund of the balance of the Takaful contribution on a pro-rata basis for the period the Certificate was not in force.
- IITGT will not return the *Wakalah* fee to the Participant unless the cancellation was made by the Participant due to unforeseen circumstances\* and subject to IITGT's discretion and approval, which shall not be unreasonably withheld. In such event, no cancellation fee will be imposed on the Participant who makes the cancellation.

### b) Cancellation by IITGT:

- IITGT may also cancel this Certificate by giving the Participant fourteen (14) days' notice by registered letter to the Participant at his last known address.
- Participant will be entitled to a pro-rata refund of the contribution for the remaining period calculated on a pro-rata basis fourteen (14) days from the date of the notice to the expiry date of the Certificate.
- IITGT will return the *Wakalah* fee to the Participant on a pro-rata basis for the period the Takaful was not in force.

***\*Note: Unforeseen circumstances means event of death, insanity (as certified by Qualified Medical Practitioner) and bankruptcy declared by the courts of Brunei Darussalam.***



## **7. NOTICE OF CLAIM**

- i. Upon the happening of any accident likely to give rise to a claim under the Certificate, the Participant shall within fourteen days (14) after the happening of the accident, give notice to IITGT with full particulars of the accident and the injuries sustained.
- ii. The Participant shall, without delay, procure and act on proper medical or surgical advice. All certificates, affidavits, information and evidence required by IITGT shall be furnished at the expense of the Participant or any claimant hereunder and shall be in such form and of such nature as IITGT, submit himself/herself to medical examination. In the case of death, a certificate of death of the Participant issued by the relevant authorities and/or other reports from a Qualified Medical Practitioner must be delivered to IITGT, stating as fully as possible the nature, extent and duration of the injury, the cause of the death and all such other information and evidence as IITGT may require or consider necessary to satisfy itself of the Participant and the nominee.

## **8. BODILY INJURY**

In the case of bodily injury to which this Certificate relates:

- a) The Person Covered shall procure and act upon medical or surgical advice as soon as practicable.
- b) Written notice shall be given to IITGT as soon as possible but in any event, within twenty-one (21) days of the accident causing such injury.

## **9. DISCLAIM OF LIABILITY**

If IITGT shall disclaim liability to the Participant or Participant's legal personal representative(s) or any claimant for any claim hereunder and such claim not within twelve (12) calendar months from the date of such disclaimer has been referred to arbitration, under the provisions herein contained, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **10. ARBITRATION**

The Parties shall make every effort to amicably resolve, by direct informal negotiations, any disagreement or disputes arising or relating to this Agreement. If Parties are unable to amicably resolve any disagreement or dispute within thirty (30) business days from the date when the negotiation failed, either party shall notify in writing for the disagreement or dispute be referred for resolution by arbitration in accordance with the provisions of the Brunei Darussalam Arbitration Order, 2009. The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the Parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

## **11. TABARRU'**

*Tabarru'* is an agreement by a Participant to relinquish as donation, a sum of contribution that he or she agrees to pay into a Takaful Fund. Participants give sixty-five per cent (65%) of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful Participants, where the *Tabarru'* acts as mutual help and joint guarantee should any fellow Participants suffer from a defined loss.

## **12. WAKALAH**

*Wakalah* refers to a contract in which a party as principal (*Muwakkil*) authorises another party as his agent (*Wakil*) to perform a particular task, in matters that may be delegated, either voluntary or with imposition of a fee.

The Participant will make contribution to the Takaful Fund as *Tabarru'*. Then all the Participants in a group will appoint or authorise IITGT as their agent (*Wakil*) to manage the Takaful Fund for the purpose of executing Takaful activities such as underwriting, risk management and claims management.

In this *Wakalah* arrangement, IITGT will charge a fee of thirty-five per cent (35%) from the contribution that has been determined and agreed upon in the proposal form.

## **13. DISTRIBUTION OF SURPLUS**

The surplus will be determined at the end of the financial year end and the surplus (if any) from the Takaful Fund will be allocated to Participants' Fund and IITGT with the proportion of seventy per cent (70%) to the Participants' Fund and thirty per cent (30%) to IITGT. The surplus in the Participants' Fund will then be declared and distributed to the eligible Participants. Based on *Ju'alah* concept, IITGT is entitled for the surplus distribution from the Takaful Fund as fee for the good performance of IITGT in managing the Takaful Fund. For the Participants who have incurred claim or received benefit, their portion of surplus will not be distributed back to them and shall be credited back as *Tabarru'* to the Takaful Fund.

For the Participants who have surrendered their Certificate before financial year end, they are entitled for the surplus. The surplus will be calculated based on their contribution and participation period in the Takaful Fund.

## **14. TREATMENT OF SMALL PAYMENT AMOUNT**

For any amount due and payable to the Participants from refund/surrender/maturity/termination/claim that is B\$5.00 and below, IITGT will donate to charity which will be utilised as 'amal jariah' on behalf of the Participants.

## ENDORSEMENTS / CLAUSES / WARRANTIES

### **GP004 : AIDS EXCLUSION CLAUSE**

This Certificate excludes claims or liability arising from any conditions directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutant derivatives or variations thereof or in way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind whatsoever which may be named.

### **GP008 : TAKAFUL CONTRIBUTION WARRANTY**

It is a fundamental and absolute special condition of this contract of Takaful that the contribution due must be paid and received by IITGT within sixty (60) days from the inception date of this Certificate / Endorsement / Renewal.

If this condition is not complied with, then this contract is automatically cancelled and IITGT shall be entitled to the pro-rata contribution on the period they have been at risk. Where the contribution payable pursuant to this warranty is received by an authorised agent of IITGT, the payment shall be deemed to be received by IITGT for the purposes of this warranty and the onus of proving that the contribution payable was received by a person, including a Takaful agent, who was not authorised to receive such contribution shall lie on IITGT.

Subjected otherwise to the terms and conditions of this Certificate.

### **GP009 : LOSS NOTIFICATION CLAUSE**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the Participant shall not be prejudiced by any inadvertent delays, errors or omission in notifying IITGT of any circumstances or events giving rise or likely to give rise to a claim under this Certificate provided always that:

Such delay in notification shall not exceed thirty (30) days from the date of occurrence of the loss;

IITGT's right to recover (in the name of the Participant or otherwise) from any responsible party for the loss shall not have been prejudiced;

The burden of proving that a loss has occurred shall be upon the Participant.

### **GP011 : AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**

Additional person covered will automatically be held covered under this Certificate provided that notice of each addition be advised by the Participant within thirty (30) days of the date of commencement of employment and the appropriate additional contribution paid. Deletion of lives covered will be similarly affected from the date of termination of their employment.

**GP028**

**: LOCAL JURISDICTION CLAUSE**

This Takaful will not indemnify:

Any claim for damages or compensation for bodily injury or property damage unless the suit initiated in or initial judgement is obtained from a court of competent jurisdiction within Brunei Darussalam.

Costs and expenses of litigation related to the claim unless these are incurred in and recoverable in terms of the judgement, within Brunei Darussalam.