





Takaful Brunei Am Sdn Bhd  
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Negara Brunei Darussalam

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## **FIRE TAKAFUL CERTIFICATE WORDING**

IN CONSIDERATION of the Participant named in the Schedule here to paying to **Takaful Brunei Am Sdn Bhd** the Takaful Contribution mentioned in the said Schedule

**TAKAFUL BRUNEI AM SDN BHD** AGREES subject to the Terms and Conditions contained herein or endorsed hereon that if after payment of the Takaful Contribution the Property Covered described in the said Schedule or any part of such Property Covered be destroyed or damaged by FIRE or LIGHTNING whether accompanied by fire or not at any time during the period of Takaful stated in the schedule or during any further period for which Takaful Brunei Am Sdn Bhd may accept payment for the renewal of this Certificate. Takaful Brunei Am Sdn Bhd will pay or made good to the Participant the value of the Property Covered at the time of the happening of its destruction or the amount of such damage PROVIDED THAT the liability of Takaful Brunei Am Sdn Bhd shall in no case exceed in respect of each item the sum stated in the schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of Takaful Brunei Am Sdn Bhd

**PROVIDED ALWAYS** that due observance and fulfillment of the terms conditions and endorsements of this Certificate insofar as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of Takaful Brunei Am Sdn Bhd to make any payment under this Certificate

### **INTERPRETATION**

1. Unless the context otherwise requires, any reference to this Certificate to the masculine gender includes the feminine and neuter gender and vice versa.
2. Headings are for ease of reference only and shall not affect the construction and interpretation of this Certificate
3. Words denoting the singular shall include the plural and vice versa
4. Reference to person(s) include corporations, companies, firms, partnership, body corporate, unincorporated bodies or any state or government agency or body
5. Where there are two (2) or more persons included in any term used herein, all agreement, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be made by and be binding on such persons jointly and severally
6. References to Clauses and Schedule unless otherwise stated are to be constructed as references to Clauses and Schedules of this Certificate
7. The context otherwise requires or otherwise expressly stated, any reference to any "laws, legislation, statutes or rules" of Brunei Darussalam for the time being in force and includes common or customary law any constitution, decree, judgment, Legislation, order, ordinance, regulation, statute treaty or other legislative measure, or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but if not having the force of law the compliance with which is in accordance with the practice of persons to whom the directive, regulation, request or requirement is addressed)

8. Unless otherwise stated, any reference to a time of the day shall be reference to Brunei time
9. Any reference to legislation, statutes and rules includes all amendments and replacement which may be enacted from time to time
10. The Schedule hereto shall form an integral part of this Certificate and shall be taken, read and construed as an essential part hereof
11. Any liberty, power, right, option or discretion which may be exercised or any determination which may be made hereunder by Takaful Brunei Am Sdn Bhd may be exercised, or made to Takaful Brunei Am Sdn Bhd sole absolute and unfettered discretion and Takaful Brunei Am Sdn Bhd shall not be under any obligation to give any reason.

## GENERAL EXCEPTIONS

1. This Certificate does not cover:
  - i) Loss by theft during or after the occurrence of fire
  - ii) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
  - iii) Loss or damage occasioned by or through or in consequence of;
    - a. The burning of property by order of the Authority;
    - b. Subterranean Fire
  - iv) Loss, damage or destruction which is, on the balance of probabilities, directly or indirectly caused by or arising from or in consequence of or contributed to by:
    - a. fraud or dishonesty of the Participant;
    - b. the willful act or wilful negligence of the Participant
  - v) Consequential loss damage or liability of any kind or description
2. This Certificate does not cover loss damage destruction directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - i) nuclear weapon material
  - ii) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel

For the purpose of condition 2(ii) only combustion shall include any self-sustaining process of nuclear fission
3. This Certificate does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely:

- i) Earthquake, volcanic eruption or other convulsion of nature
- ii) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance
- iii) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- iv) Mutiny, riot, military or popular rising insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- v) Requisition or seizure or destruction of or damage to property by or under the order of any Government or Public or Local Authority or confiscation or nationalization

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Certificate, except to the extent that the Participant shall prove that such loss or damage happened independently of the existence of such abnormal conditions

In any action, suit or other proceeding where Takaful Brunei Am Sdn Bhd alleges that by reason of the provisions of this condition any loss or damage is not covered by this Certificate, the burden of proving that such loss or damage is covered shall be upon the Participant

4. This Certificate does not cover:

- i) Goods held in trust or on commission
- ii) Bullion or unset precious stones
- iii) Any curiosity or work of art for an amount exceeding \$500
- iv) Manuscripts, plans, drawings or designs, patterns, models or moulds
- v) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, or computer systems records
- vi) Coal, against loss or damage occasioned by its own spontaneous combustion
- vii) Explosives
- viii) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Certificate
- ix) Any loss or damage occasioned by or through or in consequence of the burning whether accidental or otherwise of forest bush lalang, prairie, pampas or jungle, and the clearing of land by fire
- x) Damage to any electrical machine apparatus or any portion of the electrical installation arising from or occasioned by its overrunning, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity arising from whatever cause

5. This Certificate does not cover any liability any loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property covered by:
  - i) pollution or contamination which itself results from a contingency hereby covered against
  - ii) any contingency covered against under this Certificate which itself results from pollution or contamination
6. This Certificate does not cover any liability loss or destruction or damage caused by or as a result of any unlawful act(s) or purposes and/or such act(s) prohibited by law and/or Shariah Principles

## **GENERAL CONDITIONS**

### **CONTRACT**

This Certificate and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Certificate or the said Schedule shall bear such meaning wherever it may appear

### **MISDESCRIPTION**

If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, Takaful Brunei Am Sdn Bhd shall not be liable upon this Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission

### **PAYMENT OF CONTRIBUTION**

No payment in respect of any contribution shall be deemed to be payment to Takaful Brunei Am Sdn Bhd unless a printed form of receipt for the same signed by an official or duly appointed Agent of Takaful Brunei Am Sdn Bhd shall have been given to the participant

### **NOTICE**

Every notice and other communication to Takaful Brunei Am Sdn Bhd required by these Conditions must be written or printed

### **OTHER INSURANCE/TAKAFUL**

The Participant shall give notice to Takaful Brunei Am Sdn Bhd of any Takaful or Insurances already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurances be stated in or endorsed on this Certificate by or on behalf of Takaful Brunei Am Sdn Bhd before the occurrence of any loss or damage, all benefits under this Certificate shall be forfeited

### **FALLEN BUILDING**

All Coverage under this Certificate:

- i) on any building or part of any building
- ii) on any property contained in any building
- iii) on rent or other subject matter of this Certificate in respect of or in connection with any building or any property contained in any building.

shall cease immediately upon any fall or displacement:

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or any structure of which such buildings or of any structure of which such building forms part

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any contained therein subject to increased risk of fire or is otherwise material

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Certificate or would be covered if such building, range of buildings or structure were covered under this Certificate. In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the participant

#### **MARINE CLAUSE**

This certificate does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Certificate, be covered by any Marine Certificate or Certificates except in respect of any excess beyond the amount which would have been payable under the Marine certificate or Certificates had this Takaful not been affected

#### **ALTERATION OF RISK**

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the Participant's property be changed in such a way as to increase the risk of loss or damage by fire
- b) If the building covered or containing the Participant's property becomes unoccupied and so remains for a period of more than thirty (30) days
- c) If property covered be removed to any building or place or any renovation, expansion, changes to the property other than in which it is herein started to be covered under the Certificate
- d) If the interest in the property covered passes in whole or in part from the Participant otherwise than by will or operation of law
- e) If a notice to quit by any order by the local authorities of the requisition or acquisition of the land on which the Participant property is situate has been issued
- f) If there be any other change materially varying any of the facts or circumstances existing at the commencement of the Certificate in such a way as to increase the risk of loss damage or destruction by fire

Under any of the abovementioned circumstances the Certificate ceases to cover as regards to the property affected unless the Participant, before the occurrence of any loss or damage obtains the sanction of Takaful Brunei Am Sdn Bhd signified by endorsement upon the Certificate by or on behalf of Takaful Brunei Am Sdn Bhd. For any alterations, renovations, changes to the property as described within the Certificate from the original architectural plan, the Participant must submit to Takaful Brunei Am Sdn Bhd the approval from the appropriate authorities allowing for the changes

## **FIRE FIGHTING EXPENSES**

This Certificate extends to include:-

- a) Wages of the Participant's employees other than full-time members of a works fire Brigade
- b) The cost of replacement of firefighting appliances and destruction of or damage to materials (including employees clothing and personal effects) unless otherwise specifically covered

Provided always that the liability of Takaful Brunei Am Sdn Bhd in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property covered by this Certificate or immediately threatening to involve such property

## **SALVAGE RIGHT**

On the happening of any loss or damage to any of the property covered by this Certificate, Takaful Brunei Am Sdn Bhd may,

- a) Enter, take and keep possession of the building or premises where the loss or damage has happened
- b) Take possession of or require to be delivered to it any property of the Participant in the building or on the premises at the time of the loss or damage
- c) Keep possession of any otherwise deal with the same
- d) Sell any such property or dispose of the same for account of whom it may concern

The power conferred by this Condition shall be exercised by Takaful Brunei Am Sdn Bhd at any time until notice in writing is given by the Participant that he or she make no claim under the Certificate or, if any claim is made, until such claim is finally determined or withdrawn, and Takaful Brunei Am Sdn Bhd shall not by any act done in the exercise or purported exercise of its power hereunder, incur any liability to the Participant or diminish its right to rely upon any the terms, conditions, and exceptions of this Certificate in answer to any claim. If Participant or any person on his behalf shall not comply with the requirement of Takaful Brunei Am Sdn Bhd or shall hinder or obstruct Takaful Brunei Am Sdn Bhd in the exercise of its power hereunder all benefit under this Certificate shall be forfeited

The Participant shall not in any case be entitled to abandon any property to Takaful Brunei Am Sdn Bhd whether taken possession of by Takaful Brunei Am Sdn Bhd or not

## **TIME OF PAYMENT OF TAKAFUL CONTRIBUTION**

- i) The Takaful Contribution must be paid to Takaful Brunei Sdn Bhd or Takaful Brunei Am Sdn Bhd authorised agent(s) at the time of issue of the Cover Note, Takaful Certificate and the Schedule, the Certificate of Takaful extension(s), renewal, endorsement(s) (as the case may be) UNLESS participant are given a specific grace period by Takaful Brunei Am Sdn Bhd.
- ii) If Participant are given a grace period for the payment of the Takaful Contribution and the Takaful Contribution is not paid to Takaful Brunei Am Sdn Bhd within that grace period the Takaful Certificate if it has been come into effect will be automatically cancelled and Takaful Brunei Am Sdn Bhd are entitled to claim pro-rata Takaful Contribution from Participant for the period of Takaful Brunei Am Sdn Bhd were on risk

## **LOSS NOTIFICATION**

On the happening of any loss or damage the participant shall forthwith give notice to Takaful Brunei Am Sdn Bhd and shall within fifteen (15) days after the loss damage, or such further time as Takaful Brunei Am Sdn Bhd may in writing allow in the behalf, deliver to Takaful Brunei Am Sdn Bhd:

- a) A claim in writing for the loss and damage containing as particular an account as may be practicable of all the several articles or items of property damaged or destroyed, and if the amount of the loss or damage thereto respectively. having regard to their value at the time of the loss or damage, not including profit of any kind
- b) Particulars of all other Takaful or Insurance, If any

The Participant shall also at all times at the Participant's own expense produce, procure and give to Takaful Brunei Am Sdn Bhd all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of Takaful Brunei Am Sdn Bhd as may be reasonably required by or on behalf of Takaful Brunei Am Sdn Bhd together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith

No claim under this certificate shall be payable unless the terms of this condition have been complied with

## **EXCESS CLAUSE**

It is understood and agreed that as regards loss or damage to any property hereby covered directly caused by any peril to which this Clause is hereinbefore stated to apply. Takaful Brunei Am Sdn Bhd's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:

- a) 1% of the total sum covered against such peril on said property by policies in the name of the Covered, or
- b) As specified in the Schedule

Whichever shall be the less

It is further agreed that this Clause shall apply separately to:

- i) Each property, for which purpose all Covered properties at the same address will be regarded as one property.
- ii) Each incident giving rises to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh

## **REDUCTION IN SUM COVERED**

Upon the happening of any loss or damage covered by this Certificate the Sum Covered with respect to the lost damaged or destroyed items of the property covered shall immediately stand reduced by the amount paid or payable in respect of such loss or damage

## **JURISDICTION**

This agreement shall be governed by the Laws of Brunei Darussalam and Parties agree that the Court of Brunei Darussalam shall have exclusive jurisdiction

## **CONDITION PRECEDENT TO LIABILITY**

The due observance and fulfillment of the Terms of this Certificate insofar as they relate to anything to be done or not be by the Participant and the truth of the statements and answer in the proposal shall be conditions precedent to any liability to Takaful Brunei Am Sdn Bhd to make any payment under this certificate

## **FRAUDULENT CLAIM**

If any claim made under this Takaful Certificate is in anyway fraudulent or if any false declaration is made or used to support a claim or if any fraudulent means or devices is used by participant or by anyone on participant behalf to obtain any benefit(s) under this Takaful Certificate or if the loss or damage be occasioned by participant willful act or connivance all benefits under this Takaful Certificate shall be forfeited and withdrawn and Takaful Brunei Am Sdn Bhd shall be under no liability or obligation to make any payment under this Takaful Certificate

## **OPTION TO REINSTATE**

Takaful Brunei Am Sdn Bhd may at its option reinstate or replace the property damaged or destroyed, or any part thereof instead of paying the amount of the loss or damage or may join with any other takaful company or Takaful Operators in so doing, but Takaful Brunei Am Sdn Bhd shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, reinstatement than it would have cost to reinstate such property as it was at the occurrence of such loss or damaged, nor more than the Sum Covered by Takaful Brunei Am Sdn Bhd thereon

The Participant shall, at his own expenses, furnish Takaful Brunei Am Sdn Bhd with such plans, specifications, measurements quantities, and such other particulars as Takaful Brunei Am Sdn Bhd may require, in order considering the Participant's application

If in any case Takaful Brunei Am Sdn Bhd shall be unable to reinstate or repair the property hereby covered because of any Municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Takaful Brunei Am Sdn Bhd, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstate to its former condition

## **MARKET VALUE**

In event of a loss to the property covered (other than stock and building item) herein, Takaful Brunei Am Sdn Bhd shall pay the covered value or the market value of the covered property, whichever is the lower, subject to the deduction of any excess and amounts which the Participant is required to bear under the Certificate. For the purpose of this condition, the term market value shall mean the value of the property covered here in at the time of damage or loss less due allowance for wear and tear and/or depreciation

The Market Value of the covered property shall for the purpose of this condition be determined by a valuation obtained by Takaful Brunei Am Sdn Bhd from the manufacturer, authorized sole agent or agent authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the covered property damaged or lost as it was at the time of the occurrence of such damage or loss

In the event that there is at the time of damage or loss no manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the covered property. Takaful Brunei Am Sdn Bhd may at its sole and absolute discretion appoint a reputable lost adjuster or valuer and furnish Takaful Brunei Am Sdn Bhd a valuation of the covered property

## **SUBROGATION**

The Participant shall, do and concur in doing and permit to be done, all such acts and things as may be necessary on their own accord or reasonably required by Takaful Brunei Am Sdn Bhd for the purpose of enforcing any rights and remedies, or to obtaining relief or indemnity from other parties to which Takaful Brunei Am Sdn Bhd shall or would become entitled or subrogated upon its paying for or making good any loss or damage under the Certificate, whether



such acts and things shall be or become necessary or required before or after indemnification by Takaful Brunei Am Sdn Bhd

#### **RATEABLE PROPORTION**

If at the time of any loss or damage happening to any property hereby covered there be any other subsisting takaful/ insurance/P&I club, whether effected by the Participant or any other person or persons, covering the same property. Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute more than its rateable proportion of such loss or damaged

#### **AVERAGE**

If the property hereby covered shall, at the happening of a loss or damage giving rise to a claim, be collectively of greater value than the sum covered thereon, then, the Participant shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition

#### **CANCELLATION**

This takaful may be terminated at any time at the request of the Participant in which case Takaful Brunei Am Sdn Bhd shall retain in the Takaful Fund the Takaful Contribution on a pro-rata basis in proportion to the period the Certificate has been in force. The balance of the Takaful Contribution will be refunded to Participant after deduction of the Wakalah fee and service charge for the cancellation. This Takaful may also be terminated at the option of Takaful Brunei Am Sdn Bhd by sending fourteen (14) days notice by registered mail to the Participant's last known address in which case Takaful Brunei Am Sdn shall apply the same procedure in respect of the takaful contribution as aforesaid.

#### **REINSTATEMENT OF LOSS**

In the event of a loss, the Takaful hereunder shall be maintained in force for the full Sum Covered and the Participant shall be liable to pay an additional contribution at the rate stated on the Certificate calculated in the amount of loss on a pro-rata basis from the date of such loss to the expiry of the current Period of Takaful

#### **ARBITRATION**

If any difference arises as to the amount of any loss or damage such difference shall independently of all other question be referred To the decision of an Arbitrator, to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint and arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrator; the difference shall be referred to the decision of an Umpire who shall be have been appointed by them in writing before entering on the reference, and who shall sit with Arbitrators and preside at their meetings, The death of any party shall not revoke or affect the authority or powers of the Arbitrator; Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator; Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that is shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator: Arbitrator or Umpire of the amount of the loss or damage if disputed shall be first obtained.

#### **CBTC-CRIMINAL BREACH OF TRUST (CBT) CLAUSE**

Takaful Brunei Am Sdn Bhd shall not be liable for any loss or damage otherwise payable under this Certificate which on the balance of probabilities is caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within in the meaning of the definition of the offence of CBT set out in the Penal Code (Cap 22)

**LIMITATION**

In the case whatever shall Takaful Brunei Am Sdn Bhd be liable of any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration

**PROHIBITION BY SHARIAH**

This Certificate does not cover any liability loss or destruction or damage caused by or as a result of any unlawful act(s) or purposes by law and /or such act(s) prohibited by law and /or Shariah

**TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS****TABARRU'**

You hereby entrust to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

**WAKALAH**

You hereby appoint Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, You agree to give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services.

**DISTRIBUTION OF UNDERWRITING SURPLUS**

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Am Sdn Bhd and accordance to Shariah principles which shall give benefits to You and the said Takaful Fund.

You also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to You as hibah upon renewal of this Takaful Certificate PROVIDED THAT You have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If there is no renewal on this Takaful certificate, You further agree that there is no underwriting surplus shall be distributed to You and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

## WARRANTIES/ENDORSEMENT

The following endorsements only apply to this Certificate when specifically mentioned in the Schedule and are subject otherwise to the Terms of this Certificate

### FWI- RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the currency of this Certificate no part of the premises described herein be used for the manufacture or deposit or storage of merchandise

### FWIA- RESTRICTION OF MERCHANDISE WARRANTY

(Club/School/Office)

Warranted that during the currency of this Certificate no part of the premises describes herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office

### FWIB - RESTRICTION OF MERCHANDISE WARRANTY

(Not exceeding 10% of total floor area)

Warranted that during the currency of this Certificate not more than 10% of the total floor area of the premises described herein be used for the manufacture or deposit or storage of merchandise

### FWIC -RESTRICTION OF MERCHANDISE WARRANTY

(Not exceeding 20% of total floor area)

Warranted that during the currency of this Certificate not more than 20% of the total floor area of the premises described herein be used for the manufacture or deposit or storage of merchandise

### FWID - RESTRICTION OF MERCHANDISE WARRANTY

(not exceeding 50% of total floor area)

Warranted that during that currency of this Certificate not more than 50% of the total floor area of the premises described herein be used for the manufacture or deposit or storage merchandise

### FW2 -DETACHED BUILDING WARRANTY

Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least (refer Schedule) on all side from any other building (excluding small houses)

### FW3A-STORAGE OF HAZARDOUS GOODS WARRANTY A

Warranted that during the currency of this currency of this Certificate, storage in the premises of the following materials is permitted only up to limited of quantities stated below, namely:

Paints	No Limit
Mineral oil or other liquid giving off flammable vapour with flashpoint not less than 93°C (200°F)	No Limit
Kerosene oil or other liquid giving off flammable vapour with flashpoint not less than 38°C (100°F)	1800 litres (400 Gallons)

Benzene, Petrol or other liquid giving off flammable vapour with flashpoint below 38°C (100°F)	27 Litres (6 Gallons)
Matches	30Kg or 4 Cases or Cartons whichever is higher
Fire Crackers	30Kg or 4 Cases or Cartons whichever is higher

**FW3B-STORAGE OF HARZARDAOUS GOODS WARRANTY B**

Warranted that during the currency of this Certificate, storage in the premises of the following materials is permitted only up to the limit quantities stated below, namely:

Paints	No Limit
Mineral oil or other liquid giving off flammable vapour with flashpoint not less than 93°C (200°F)	No Limit
Kerosene oil or other liquid giving off flammable vapour with flashpoint not less than 38°C (100°F)	1800 litres (400 Gallons)

Petrol or other liquid giving off Flammable vapour with Flashpoint below 38°C (100°F)	900 Litres (200 Gallons)
Matches	30Kg or 4 Cases or Cartons whichever is higher
Fire Crackers	30Kg or 4 Cases or Cartons whichever is higher

**FW12 -VACANT RISK WARRANTY**

Warranted that at no time during the currency of this Certificate shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purposes whatsoever

It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorized person or persons

**FW21A- LICENCE WARRANTY A**

Warranted that during the currency of this Certificate the Participant shall hold such Licence(s) as is or are required by the Local Municipal or other Authorities and shall fully comply with the conditions and requirements thereof at all times

**FW21B- LICENCE WARRANTY B**

Warranted that the Participant shall inform Takaful Brunei Am Sdn Bhd immediately it comes to his knowledge in the event of the occupier of the premises failing to effect or maintain in force such Licence(s) as is or are required by the Local Municipal or other Authorities

**FW21C- LICENCE WARRANTY C**

Warranted that the Participant shall fully comply with the conditions and requirements of the Local Municipals or other Authorities by having applied for such Licence(s) as is or are required and this Certificate shall remain valid and at all times in force

It is further warranted that:

- i) Such application for Licence(s) has not been rejected by any of the Local Municipal or other Authorities.
- ii) The premises are not suitable on illegal land or land not approved by any Local Municipal or other Authorities
- iii) The premises are not used for any unlawful activities

Any breach of the above warranties at the time of loss or damage shall render the Certificate void

#### **FW21D- LICENCE WARRANTY D**

In consideration of the payment of an additional takaful contribution, it is hereby declared and agreed that notwithstanding anything contained in the Certificate to the contrary, Takaful Brunei Am Sdn Bhd agrees that no License Warranty shall apply to this Certificate. Provided that Takaful Brunei Am Sdn Bhd shall not be liable for any loss or damage to the property covered if the trade is prohibited by any law(s) in Brunei Darussalam

#### **FWZS -CONTRIBUTION WARRANTY**

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

If this condition is not complied with then this contract is automatically cancelled and Takaful Brunei Am Sdn Bhd shall be entitled to the pro-rata contribution on the period they have been on risk

Where the contribution payable pursuant to this warranty is received by Takaful Brunei Am Sdn Bhd, the payment shall be deemed, to be received by Takaful Brunei Am Sdn Bhd 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 authorized to receive such contribution shall lie on Takaful Brunei Am Sdn Bhd

Subject otherwise to the terms and conditions of this certificate

#### **FC6A- MORTGAGEE (CHARGE/ Ijarah Lessor) CLAUSE 1**

Loss, if any, payable to the Mortgagee (Chargee/Ijarah Lessor) as interest may appear in this Certificate, as to the interest of the Mortgagee (Chargee/Ijarah Lessor) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor/Ijarah Lessee) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Certificate, or by the non-occupation thereof, or by any other increase of risk taking place in the property covered hereunder. Provided that in case the Mortgagor (Chargor/Ijarah Lessee) or Owner shall neglect to pay any contribution due under this Certificate the Mortgagee (Chargee/Ijarah Lessor) shall on demand pay the same. Provided also that the Mortgagee (Chargee/Ijarah Lessor) shall notify Takaful Brunei Am Sdn Bhd of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee/Ijarah Lessor) and unless permitted by this Certificate it shall be noted thereon and the Mortgagee (Chargee/Ijarah Lessor) shall on demand pay the contribution for such increased hazard for the term thereof otherwise this Certificate shall be null and void

And it is further agreed that whenever Takaful Brunei Am Sdn Bhd shall pay the said Mortgagee (Chargee/Ijarah Lessor) any sum in respect of loss or damage under this Certificate and shall claim that as to Mortgagor (Chargor/Ijarah Lessee) or Owner no liability thereof existed, Takaful Brunei Am Sdn Bhd shall become legally subrogated to all the rights of the Mortgagee (Chargee/Ijarah Lessor) to the extent of such payment but not so to impair the right of the said Mortgagee (Chargee/Ijarah Lessor) to recover the full amount of any claim it may have on such Mortgagor (Chargor/Ijarah Lessee) or Owner or on any other party or parties covered hereunder or from any securities or funds available

#### **FC6B - MORTGAGEE (CHARGE/ Ijarah Lessor) CLAUSE 2**

It is hereby agreed that this Certificate as to the interest of the Mortgagee (Chargee/Ijarah Lessor) shall not be invalidated by any change of occupancy or increase of risk taking place in the property covered without the knowledge of the Mortgagee (Chargee/Ijarah Lessor) shall immediately on the same coming to his knowledge, give notice thereof to Takaful Brunei Am Sdn Bhd and pay the additional contribution, if any, which may be required by Takaful Brunei Am Sdn Bhd from the date of such increase of risk

#### **FW7A- NON CANCELLATION CLAUSE**

And it is further agreed that cancellation of this Certificate shall not be effected by the Participant except upon prior notification to the Mortgagee (Chargee/Ijarah Lessor) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee/Ijarah Lessor)

#### **FC16- REINSTATEMENT VALUE CLAUSE**

In the event of the property Participant under the within Certificate being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Certificate is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior or more extensive than the covered property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Certificate except insofar as the same may be varied hereby

#### **SPECIAL PROVISIONS**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Participant subject to the liability of Takaful Brunei Am Sdn Bhd not being thereby increase) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as Takaful Brunei Am Sdn Bhd may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein shall be made
2. Until expenditure has been incurred by the Participant in replacing or reinstating the property destroyed or damaged Takaful Brunei Am Sdn Bhd shall not be liable for any payment in excess of the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Covered thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Certificate, then the Participant shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Certificate (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision
4. This memorandum shall be without force or effect if:-
  - a) The Participant fails to intimate to Takaful Brunei Am Sdn Bhd within six (6) months from the date of destruction or damage, or such further time as Takaful Brunei Am Sdn Bhd may in writing allow his intention to replace or reinstate the property destroyed or damaged
  - b) The Participant is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site
5. No payment beyond the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by any other insurance/takaful effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein

## FC16A- REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition of Market Value of the Certificate, it is hereby declared and agreed that in the event of the property covered under (item nos.....) of the within Certificate being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Certificate is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the covered property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Certificate except insofar as the same may be varied hereby

## SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Participant subject to the liability of Takaful Brunei Am Sdn Bhd not being thereby increase) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as Takaful Brunei Am Sdn Bhd may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Certificate if this Clause had not been incorporated therein shall be made
- 2) Until expenditure has been incurred by the Participant in replacing or reinstating the property destroyed or damaged Takaful Brunei Am Sdn Bhd shall not be liable for any payment in excess of the amount have been payable under the Certificate if this clause had not been incorporated therein
- 3) If the Sum Covered at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby covered against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed then the Participant shall be considered being in own takaful operator for the difference between the sum covered and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Certificate shall be separately subject to this special provision
- 4) This clause shall be without force or effect if:-
  - a) The Participant fails to intimate to Takaful Brunei Am Sdn Bhd within six (6) months from the date of destruction or damage, or such further time as Takaful Brunei Am Sdn Bhd may in writing allow, his intention to replace or reinstate the property destroyed or damaged
  - b) The Participant is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site
    - i) No payment beyond the amount which would have been payable under the Certificate if the clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by any other takaful effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein
    - ii) In the event that Takaful Brunei Am Sdn Bhd is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisions of this clause Takaful Brunei Am Sdn Bhd shall only make such payment in accordance with the Strata Titles Act, 1999 and/or its subsequent amendments

### **FC18-REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES**

Notwithstanding anything to the contrary contained in Market Value Condition of the Certificate, it is declared and agreed that the takaful by (Item No.....of) this Certificate extends to include such additional cost of reinstatement of the destroyed or damaged property thereby covered as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:-

- 1) The amount recoverable under this Extension shall not include:
  - a) The cost incurred in complying with any of the aforesaid Regulation or By-Laws:
    - iii) In respect of destruction or damage occurring prior to the granting of this extension
    - iv) In respect of destruction or damage not covered by the Certificate
    - v) Under which notice has been served upon the Participant prior to the happening of the destruction or damage
    - vi) In respect of undamaged property or undamaged portions of property
  - b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By- Laws not arisen;
  - c) The amount of any rate, tax, duty, development of other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulation or By-Law
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or within such further time as Takaful Brunei Am Sdn Bhd may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws s necessitate) subject to the liability of Takaful Brunei Am Sdn Bhd under this extension not being thereby increased
- 3) If the liability of Takaful Brunei Am Sdn Bhd under (any item of) the Certificate apart from this extension shall be reduced by the application of any of the terms and conditions of the Certificate then the liability of Takaful Brunei Am Sdn Bhd under this extension (in respect of any such item) shall be reduced in like proportion
- 4) The total amount recoverable under any item of the Certificate shall not exceed the sum covered thereby
- 5) All the conditions of the Certificate except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein






### Claim Department

Level 2, Unit 9 & 10, Simpang 493,  
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Tel: +673 245 1803  
Fax: +673 245 6684

### Takaful Brunei Am Call Centre

 +673 224 4000

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## Branches & Counters

### Sumbangsih

Unit 2, Sumbangsih Bahagia  
Beribi Industrial Area I/ II  
Gadong BE1118  
Tel: +673 245 3927/ 8 / 9  
Fax: +673 245 3930

### Delima

Unit A1, Bangunan Desa Delima  
Simpang 44, Kg Pancha Delima  
Jalan Muara BB4513  
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### Beribi

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### Tutong

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### Kuala Belait

Ground Floor, Plaza Sutera Biru  
Jalan Sungai, Kuala Belait KA2331  
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### LTD Counter

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### BIBD AT-TAMWILL Counter

Ground Floor, Unit 1, Bangunan Ibu Pejabat  
Persekutuan Pengakap NBD  
Kompleks Pengakap, Jalan Gadong BE4119  
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### Seria Counter

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### Temburong Counter

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