

TAKAFUL CERTIFICATE FOR CONSEQUENTIAL LOSS

In Consideration of the Participant paying to Takaful Brunei Am Sdn Bhd the Contribution, Takaful Brunei Am Sdn Bhd agrees (subject to the Conditions contained herein or endorsed or otherwise expressed hereon) that if any building or other property or any part thereof used by the Participant at the Premises for the purpose of The Business be destroyed or damaged by:

1. Fire
2. Lightning
3. Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes.

(Destruction or damage so caused being hereinafter termed Damage) at any time after payment of the Contribution and before the time specified in the Schedule on the last day of the period of takaful or of any subsequent period in respect of which the Contribution required for the renewal of this Certificate shall have been paid to and accepted by Takaful Brunei Am Sdn Bhd and the business carried on by the Participant at the premises be in consequence thereof interrupted or interfered with .

Then Takaful Brunei Am Sdn Bhd will pay to the Participant in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force a takaful covering the interest of the Participant in the property at the premises against such Damage and that payment shall have been made or liability admitted therefore under such takaful.

And that the liability of Takaful Brunei Am Sdn Bhd shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf of Takaful Brunei Am Sdn Bhd.

EXCLUSIONS

1. This takaful does not cover

Loss occasioned by or happening through or in consequence of:

- 1.1 The burning of property by order of any Public Authority
- 1.2 Subterranean Fire.
- 1.3 Explosion except as stated on the face of this Certificate.
- 1.4 The burning, whether accidental or otherwise, of forest, bush, prairie, pampas or jungle and the clearing of land by fire.
- 1.5 Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- 1.6 Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- 1.7 Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 1.7 only, combustion shall include any self-sustaining process of nuclear fission.

2. This takaful does not cover

This takaful does not cover any loss resulting from Damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- 2.1 Earthquake or other convulsion of nature;
- 2.2 typhoon, hurricane, tornado, cyclone or other atmospheric disturbance;

- 2.3 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- 2.4 Mutiny, riot, strike, military or popular rising, insurrection, rebellion, act of terrorist movements, act of communist terrorism, revolution, military or usurped power, martial law or any of the events or causes which determine the proclamation or maintenance of martial law;

Any loss resulting from Damage happening during the existence of abnormal condition (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 which is not covered by this takaful, except to the extent that the Participant shall prove that such 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 provision of this condition any loss is not covered by this takaful, the burden of proving that such loss is covered shall be upon the Participant

CONDITIONS

1. Every notice or communication to be given or made under this Certificate shall be in writing and shall be sent by registered post to or delivery by hand to Takaful Brunei Am Sdn Bhd.
2. The schedule and the questionnaire and proposal form shall be deemed to be incorporated in and form part of this Certificate and the expression "this Certificate", wherever used in this contract, shall be read as including the schedule and the questionnaire and proposal form. Any word or expression to which a specific meaning has been attached in any part of this Certificate, of the schedule or of the questionnaire and proposal form shall bear such meaning wherever it may appear.
3. 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.
4. If there be any material misdescription of the business or premises to which this takaful refers or any misrepresentation as to any fact material to be know for estimating the risk, or any omission to state such facts, Takaful Brunei Am Sdn Bhd shall not be liable upon this certificate.
5. The Participant shall give notice to Takaful Brunei Am Sdn Bhd of any takaful or insurance already effected or which may subsequently be effected, covering any of the loss hereby insured against and unless such notice be given and the particulars of such takaful or insurance be stated in or endorsed on this Certificate by or on behalf of Takaful Brunei Am Sdn Bhd before the occurrence of any Damage all benefit under this Certificate shall be forfeited.
6. The takaful by this Certificate shall cease if:
 - 6.1 The business be wound up or carried on by a liquidator or Receiver or permanently discontinued, or
 - 6.2 The insured interest cease otherwise than by death or
 - 6.3 Any alternations be made either in the business or in the premises or property therein whereby the risk of Damage increased
7. Notice shall be given to Takaful Brunei Am Sdn Bhd and if required, an additional Contribution paid, if the rate of Contribution payable in respect of the takaful covering the interest of the Participant in the property at the premises against Damage shall be increased.
8. Immediately upon any fall or displacement
 - 8.1 of any building Damage to which might give rise to a claim under this Certificate
 - 8.2 of any part of such building
 - 8.3 of the whole or any part of any range of buildings or of any structure of which such building forms partthe takaful under this Certificate shall cease in respect if loss resulting from Damage to such building or property therein

Provided that

- a) 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 leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material.
- b) Such fall or displacement is not caused by Damage or Loss resulting from which is covered by this Certificate or would be covered if such building, range of buildings or structure were included in the premises to which this Certificate refers.

If any claim be made upon this Certificate in consequence of Damage whether occurring before, during or after such fall or displacement the Participant shall produce such proof as may reasonable be required that the loss was not , either in origin or in extent , direct or indirect, proximately or remotely , occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly , proximately or remotely , arise out of or in connection with any such fall or displacement.

In any action, suit or other proceeding the burden of proving that any fall or displacement is caused by Damage shall be upon the Participant.

9. On the happening of any damage the Participant shall forthwith give notice thereof in writing to Takaful Brunei Am Sdn Bhd and shall use due diligence and do and concur in doing all things in reasonably practicable to minimize any interruption of or interference with the business and to avoid or diminish the loss and the Participant shall forthwith deliver to Takaful Brunei Am Sdn Bhd a Statement in writing or any claim certified by the Accountant whose reasonable fee will be paid by Takaful Brunei Am Sdn Bhd with all particulars and details reasonably practicable of the loss and shall produce and furnish all books of account and other business books, invoices , vouchers and other documents proofs information explanations and other evidence and facilities as may reasonably be required from investigation and verification of the claim and if required a statutory declaration in verification of the particulars, No claim under this certificate shall be payable unless and until the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect , any payment on account of the claim already made shall be repaid to Takaful Brunei Am Sdn Bhd forthwith

Accountant - the term "Accountant" under this Condition shall mean a professional accountant , to be appointed by Takaful Brunei Am Sdn Bhd and the Participant , or failing such appointment, nominated by the office of the board supervision of auditing practices (of Brunei Darussalam).

10. The Participant shall, at the expense of Takaful Brunei Am Sdn Bhd do and concur in doing, and permit to be done, all such acts and things as maybe necessary or reasonably required by Takaful Brunei Am Sdn Bhd for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Takaful Brunei Am Sdn Bhd shall be or would become entitle or subrogated, upon its paying for any loss under this certificate, whether such acts and things shall be or become necessary or required before or after his indemnification by Takaful Brunei Am Sdn Bhd.
11. If the claim be in any respect fraudulent, or if false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit under this certificate or if the Damage be occasioned by the willful act, or with the connivance of the Participant, or, if the claim be made rejected and an action or suit be not commenced within three months after such rejection, or (in case of and arbitration taking place in pursuance of the 14th Condition of this certificate) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this certificate shall be forfeited.
12. If at the time of any loss under this certificate there be any other subsisting takaful or insurance, whether effected by the Participant or by any other person or persons, covering such loss or any part of it Takaful Brunei Am Sdn Bhd shall not be liable to pay or contribute hereunder more than their rateable proportion of such loss.

13. Takaful Brunei Am Sdn Bhd shall not be bound to send any notice of the Renewal Takaful Contribution becoming due, nor to renew this Certificate. Takaful Brunei Am Sdn Bhd shall, at any time by giving seven days notice in writing to the Participant by registered letter posted to his last known address, be at liberty to determine and cancel the Certificate as from the date of such notice, in which case Takaful Brunei Am Sdn Bhd shall retain in the Takaful Fund Takaful contribution on a pro-rata basis in proportion to the period the Certificate has been in force, subject to not less than the certificate minimum contribution. This Takaful may also be terminated by the Participant in writing to Takaful Brunei Am Sdn Bhd in which case Takaful Brunei Am Sdn Bhd shall apply the same procedure in respect of the Takaful contribution as aforesaid.
14. All differences as to the amount of any loss or damage arising out of this Certificate (liability being otherwise admitted) shall, independently of all other questions 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 calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two 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 Arbitrators the difference shall be referred to the decision of an Umpire who shall be appointed by the Arbitrators in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or power of the Arbitrator. Arbitrators or Umpire, 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 Arbitrator (as the case may be) by whom the deceased Arbitrator or Umpire was appointed. The cost of the reference and the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. The cost of an Arbitrator shall be borne by the party by whom he was appointed, and the costs of the Umpire shall be borne in equal shares by the Participant and Takaful Brunei Am Sdn Bhd.