

COUNTER INDEMNITY CERTIFICATE WORDING

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, statues 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 SdnBhd may be exercised, or made to Takaful Brunei Am SdnBhd’s sole absolute and unfettered discretion and Takaful Brunei Am SdnBhd shall not be under any obligation to give any reason.

TAKAFUL CERTIFICATE FOR “ALL RISKS”

WHEREAS the Certificate Holder (Hereinafter called “the Participant”) named in the attached Schedule (hereinafter called “the Schedule”) by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to participate in the General Takaful Business managed by TAKAFUL BRUNEI AM SDN BHD for the takaful hereinafter contained and has paid or agreed to pay the takaful contribution stated in the Schedule as consideration for such takaful,

NOW THIS CERTIFICATE WITNESSETH that if during the Period of Takaful stated in the Schedule, the Property shall be lost, destroyed or damaged by FIRE, THEFT OR ANY OTHER ACCIDENT OR MISFORTUNE then Takaful Brunei Am SdnBhd shall pay or make good to the Participant the amount of such loss, destruction or damage but not exceeding in respect of any of the several items specified in the schedule the Sum Covered set apposite thereto respectively.

EXCEPTIONS

Takaful Brunei Am Sdn Bhd shall not be liable to pay or loss, destruction or damage

- (1) Occurring outside the Territorial Limits stated in the Schedule or any Endorsement to this Certificate;
- (2) Occasioned by or happening through
 - (a) Vermin, insects, mildew, wear or other deterioration or any process of repairing, restoring or renovating,
 - (b) Riot, civil commotion, earthquake, volcanic, subterranean fire or other convulsion of nature,
 - (c) Confiscation, nationalization, requisition or willful destruction, by any government, public authority, municipal, local customs authority,
 - (d) Mechanical or electrical derangement or scratching or breakage of lenses or glass, unless accompanied by other damage for which the Participant is entitled to indemnify under this Certificate;
- (3) Directly or indirectly caused by or contributed to by or arising from
 - (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
 - (b) Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or any consequential loss, and for the purposes of this exception,
 - (c) Nuclear weapons material.

The due observance and fulfillment of the Conditions annexed hereto or endorsed hereon shall be a condition precedent to any liability of Takaful Brunei Am SdnBhd under this Certificate.

TERMS AND CONDITIONS

1. THE CONTRACT

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

2. NOTICES

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 delivered by hand at Takaful Brunei Am Sdn Bhd.

3. CONDITION PRECEDENT

The due observance and fulfillment of the terms, conditions and endorsement of the Certificate insofar as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration shall be condition precedent to any liability of Takaful Brunei Am SdnBhd to make payment under this Certificate.

4. PARTICIPANT TO TAKE REASONABLE PRECAUTION

The Participant shall take all reasonable precautions for the safety of the Property covered hereby.

5. CLAIMS

On the happening of any event giving rise or likely to give rise to a claim under this Certificate coming to this knowledge the Participant shall:-

- (a) Within 14 (fourteen) days give notice thereof in writing to Takaful Brunei Am Sdn Bhd stating the circumstances of the claim and within 30 (thirty) days of such notice, deliver to Takaful Brunei Am Sdn Bhd a statement in writing with all particulars and details reasonably practicable of the Property affected, the value thereof, and the value of the lost, destruction or damage;
- (b) Take immediate steps to minimise the damage and recover any missing property;
- (c) If the claim is one for theft give immediate notice to the police.

6. RATEABLE PROPORTION

If at any time of the happening of any loss, destruction or damage covered by this Certificate there shall be any other Takaful or insurance covering the same risk whether effected by the Participant or not, then Takaful Brunei Am SdnBhd shall be not liable to pay more than its rateableproportion of the loss, destruction or damage.

7. REINSTATEMENT REPLACEMENT OR REPAIR

Takaful Brunei Am Sdn Bhd may reinstate, replace or repair the Property or any part thereof, instead of paying the amount of the loss, destruction or damage, and may join with other companies in so doing. If Takaful Brunei Am Sdn Bhd elects to reinstate or replace, the Participant shall furnish to Takaful Brunei Am Sdn Bhd when required all information necessary or expedient for the purpose. Upon payment of any claim for loss under the Certificate, Takaful Brunei Am Sdn Bhd shall be legally entitled at its option to the Property in respect of which the payments is made.

8. SUBROGATION OR RIGHTS

The Participant shall, at the request and at the expenses of Takaful Brunei Am Sdn Bhd, do any concur in doing and permit to be done all such acts and things as may be 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 entitled or subrogated upon Takaful Brunei Am Sdn Bhd paying for, or making good any loss, destruction or damage under this Certificate, whether such acts and things shall be or became necessary or required before or after indemnification by Takaful Brunei Am Sdn Bhd.

9. CANCELLATION OF CERTIFICATE

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 7 (days) 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 and return the balance thereof to the Participant after deduction of Wakalah fee and service charge. 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.

10. TIME OF PAYMENT OF TAKAFUL CONTRIBUTION

The Takaful Contribution must be paid to Takaful Brunei Am Sdn Bhd or to 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 the Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd

If the Participant are given grace period for 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 come into effect will be automatically cancelled and Takaful Brunei Am Sdn Bhd are entitled to claim pro-rata Takaful Contribution from the Participant for the period of Takaful Brunei Am Sdn Bhd were on risk

11. ARBITRATION

All differences arising out of this Certificate shall 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 arbitrators one to be appointed in writing by each of the parties within (1) one calendar month after having been required in writing so to do by either of the parties, or in case in the arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against Takaful Brunei Am Sdn Bhd. The cost of and connected with the Arbitration shall be at the discretion of the arbitrator, arbitrators or Umpire. The seat of Arbitration shall be Brunei Darussalam and the laws of Brunei Darussalam shall apply to the Arbitration.

12. LIMITATION

Takaful Brunei Am Sdn Bhd shall not be liable for any loss or damage after the expiration of 12(twelve) months from the date of the happening of the loss or damage or if the amount of such loss or damage shall in the meantime have been referred to arbitration after the expiration of 12 (twelve) months from the making of the award.

13. 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.



Claim Department

Level 2, Unit 9 & 10, Simpang 493,
Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam
Tel: +673 245 1803
Fax: +673 245 6684

Takaful Brunei Am Call Centre

 +673 224 4000

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
Tel: +673 233 1687/1654

Beribi

Unit 9 & 10, Simpang 493,
Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam
Tel: +673 245 4969/3004
Fax: +673 245 1808

Tutong

Unit 16-17, 1st Floor
OG Complex, Kg Petani
Pekan Tutong TA1411
Tel: +673 426 1205
Fax: +673 426 1194

Kuala Belait

Ground Floor, Plaza Sutera Biru
Jalan Sungai, Kuala Belait KA2331
Tel: +673 334 1083/4
Fax: +673 334 1082

LTD Counter

Bangunan Jabatan Pengangkutan Darat
Jalan Beribi BE1110
Tel: +673 245 1936

BIBD AT-TAMWILL Counter

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

Seria Counter

Pejabat Pos Seria
Seria, KB2733
Tel: +673 322 8452/ 8453
Fax: +673 322 8451

Temburong Counter

Pejabat Pos Pekan Bangar
Pekan Bangar, Temburong PA1351
Tel/ Fax: +673 522 2176