

GOOD IN TRANSIT CERTIFICATE WORDING

WHEREAS the Participant by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to 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 WITNESS that subject to the terms exception limit and conditions specified herein or endorsed hereon if during the period of takaful stated in the schedule the property or interest covered described in the schedule shall loss or damage including theft by actual forcible entry or attempt threat whilst in the ordinary course of transit by motor vehicles and/or land conveyance then Takaful Brunei Am Sdn Bhd will by payment or at its option by reinstatement replacement or repair indemnify the Participant against such loss or damage.

PROVIDED that:

- i) The Participant shall be responsible for the amount of excess stated in the schedule in respect of each and every defined event other than a claim arising from fire, lightning or explosion;
- ii) The liability of Takaful Brunei Am Sdn Bhd for all loss or damage arising from any one defined event shall not exceeding the Limit of Liability specified in the Schedule or the amount declared in the Schedule on each item of Property Covered in respect of such transit.

This takaful is to commence from the time of dispatch from the Participant's premises for the commencement of transit and to expiry on delivery to airlines company/railway/post office/ports or their Agents' premises or Client's premises and/or vice versa and/or after three (3) days from the time of arrival of the motor vehicle and/or land conveyance at destination whichever may first occur.

EXCLUSIONS

Takaful Brunei Am Sdn Bhd shall not be liable in respect of

- 1) loss or damage resulting from or caused by
 - a) theft from any unattended vehicle in the custody or control of the Participant or any principal, partner, director or employee of the Participant unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry to or exit from;
 - b) inherent vice or defect, vermin, insects, damp, mildew or rust;
 - c) infidelity or dishonesty of any principal, partner, director or employee of the Participant whether acting alone or in collusion with others;
 - d) detention, confiscation or requisition by customs or other officials or authorities;
 - e) or arising whilst in transit by sea or inland transit incidental thereto;
 - f) breakdown of refrigeration equipment;
- 2) Loss or damage arising out of mechanical or electrical derangement unless caused by the collision and/or overturning and/or derailment and/or burning of the conveyance.

- 3) Loss or damage occurring outside the Territorial Limit stated in the schedule or any Endorsement to the certificate.
- 4) Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
- 5) Loss or damage arising as the consequence of hostilities or warlike operations (whether there be a declaration of war or not) civil war, revolution, insurrection, civil strike arising therefrom or piracy and terrorism.
- 6) Loss arising from rust, oxidation and discolorations unless caused by perils covered under Institute Cargo Clause (C) where applicable.
- 7) Loss or damage or any claim arising directly or indirectly out of acts of sabotage and terrorism. Terrorism shall include 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 8) Loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
- 9) Loss or destruction of or damage to livestock, explosives goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, radio, television, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones bullion.
- 10) Destruction of or damage to china glass, earthenware, pictures, scientific instrument, statuary marble or plasterwork articles of virtue or the like.
- 11) Damage to furniture including painting pictures drawing etchings as a result of scratching rubbing or abrasion.
- 12) Consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.
- 13) Loss or destruction of or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing 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 exception only, combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

1. THE CONTRACTS

This Certificate and the Schedule 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 of 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 delivery by hand at Takaful Brunei Am Sdn Bhd.

3. CONDITION PRECEDENT

The due observance and fulfillment of the terms, conditions and endorsements of the Certificate insofar as they relate to anything to be done or compiled with 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 Sdn Bhd to make any 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. TAKAFUL 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 ninety (90) days from the inception date of the certificate. If this condition is not complied with, then this contract of takaful 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.

6. CLAIMS

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

- a) within fourteen (14) days give notice thereof in writing to Takaful Brunei Am Sdn Bhd stating the circumstances of the claim and within thirty (30) 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 minimize the damage and recover any missing Property;
- c) If the claim is one for theft give immediate notice to the police. (not more than 24 hours).

7. 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 Sdn Bhd shall not be liable to pay more than its rateable proportion of the loss, destruction or damage.

8. REINSTATEMENT REPLACEMENT OR REPAIR

Takaful Brunei Am Sdn Bhd may reinstate, replace or repair the property covered 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 this Certificate, Takaful Brunei Am Sdn Bhd shall be legally entitled at its option to the property in respect of which the payments is made.

9. SUBROGATION OR RIGHT

The Participant shall, at the request and the expenses of Takaful Brunei Am Sdn Bhd, do and 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 or damage under this Certificate, whether such acts and things shall be become necessary or required before or after indemnification by Takaful Brunei Am Sdn Bhd.

10. 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 seven (7) 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 the service charge), 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.

11. ARBITRATION

All differences as to the amount of any loss or damage arising out of this Certificate 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 (2) calendar months after having been required to do so in writing by the other party. In no case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment,

the difference shall be referred to the decision of an Umpire who shall have been 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 of 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 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.

12. TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS

Tabarru'

The Participant hereby entrusts 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

The Participant hereby appoints 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, the Participant agrees 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

The Participant hereby understands and agrees 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 the Participant and the said Takaful Fund.

The Participant also understands that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to the Participant as hibah upon renewal of this Takaful Certificate PROVIDED THAT the Participant has 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, the Participant further agrees that there is no underwriting surplus shall be distributed to the Participant 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.

GEOGRAPHICAL AREA

Negara Brunei Darussalam.

ENDORSEMENT

The following Clauses only apply to this certificate when specifically mention in the Schedule and are subject otherwise to the terms of the Certificate.

GT1-Debris removal extension

Takaful under this section includes costs necessarily incurred by the Participant in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of B\$1,000.00 or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

GT2-Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire whilst in course of a transit covered by this section Takaful Brunei Am Sdn Bhd will in addition to indemnifying the Participant for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased Fire Extinguishing Charges extension limit.

GT3-Riot and Strike extension

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover Loss of or damage to property covered directly caused by:-

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

GT4-Restricted cover

Fire explosion collision and overturning limitation

The takaful under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

GT5-Loading and Unloading

This certificate is extended to cover the risk of loading onto or unloading from vehicles. Warranted that use of machines for lifting, hoisting and similar operations to follow guidelines and recommendation issued by the manufacturer of such machines.

GT6-Geographical Area Extension Into Sabah and Sarawak.

This certificate geographical area is extended to include Sabah and Sarawak.