

COMPREHENSIVE HOME PACKAGE 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, 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's sole absolute and unfettered discretion and Takaful Brunei Am Sdn Bhd shall not be under any obligation to give any reason

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 Am Brunei Sdn Bhd for the Takaful hereinafter contained and in consideration of the payment by the Participant to Takaful Brunei Am Sdn Bhd of the first Takaful Contribution

NOW THIS CERTIFICATE WITNESSETH that in respect of events occurring during the Period of Takaful and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate):

TAKAFUL BRUNEI AM SDN BHD will by payment or at its option by reinstatement or repair INDEMNIFY the Participant against loss or damage caused by any of the undermentioned Perils:-

COVERED PERILS

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE
2. EXPLOSION
3. AIRCRAFT and other aerial devices and/or articles dropped therefrom
4. IMPACT with any of the buildings by road vehicles or animals not belonging to or under the control of the Participant or any member of his family
5. BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES excluding:
 - a) In respect of each and every loss the amount stated in the Limit of Liability
 - b) Destruction or damage occurring while the Private Dwelling House is left unfurnished /untenanted
6. THEFT but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat

PROVIDED that in the event of the Private Dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Takaful the takaful against this Peril shall, unless otherwise agreed by endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in excess of the aforesaid ninety (90) days

7. EARTHQUAKE, VOLCANIC ERUPTION subject to the following Excess Clause
8. HURRICANE, CYCLONE, TYPHOON, WINDSTORM subject to the following Excess Clause
9. FLOOD but excluding loss or damage caused by subsidence or landslip subject to the following Excess Clause

EXCESS CLAUSE

As regards loss or damage (other than by fire) to the building of the Private Dwelling house but not the Contents directly caused by any Peril to which this Clause is herein before stated to apply. Takaful Brunei Am Sdn Bhd's liability shall be limited to its rateable proportion of the amount stated in the Limit of Liability. This Clause shall separately apply to:

- i) Each building for which purpose all covered building at the same address will be regarded as one building
- ii) Each incident giving rise to such loss or damage and 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 only thereafter shall the Clause apply afresh

SECTION 1- BUILDING

A. LOSS OR DAMAGE TO BUILDINGS

Takaful Brunei Am Sdn Bhd will indemnify the Participant against loss or damage caused by any of the above-mentioned Perils to the Building of the Private Dwelling house which expression shall include electrical wiring, all domestic offices, stables, garages, gates, fences around, walls and out-building used solely in connection therewith and on the same premises specified in the Schedule

SECTION 2- CONTENTS

A. LOSS OR DAMAGE TO CONTENTS

Takaful Brunei Am Sdn Bhd will indemnify the Participant against loss or damage caused by any of the abovementioned Perils to the Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Participant or any member of his family normally residing with him and fixtures and fitting the Participant's own or for which he is legally responsible whilst contained in the Private Dwelling which expression shall include the Private Dwelling House, Flats or Apartment and all Domestic offices, stables and garages used solely on connection therewith and on the same premises specified in the Schedule

Provided that:

- a) No part of the structure or ceiling, wallpapers or the like is covered under this section
- b) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, dvd player, Hi-Fi equipment and the like excepted) shall be deemed of greater value than five (5) percent of the Total Sum Covered on Contents unless such article is specially declared as a separate item
- c) This Certificate does not cover property more specifically covered, or unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps documents of any kind, cash, currency notes, manuscripts, medals and coins, motor vehicles and accessories or livestock
- d) This section does not cover loss of or damage to contents due to theft by the Participant domestic servants or any member of the Participant's family or household

B. PROPERTY TEMPORARILY REMOVED

If insofar as the contents are not otherwise covered this Certificate extends, except as regards property removed for sale or exhibition or to furniture depositories and subject in every case to the Terms of this Certificate, to cover the same whilst temporarily removed from the Private Dwelling but remaining in the Geographical Area, against all the Perils but excluding Perils 7 (EARTHQUAKE, VOLCANIC ERUPTION), 8 (HURRICANE, CYCLONE, TYPHOON, WINDSTORM) and 9 (FLOOD) as regards property in transit or on the person

C. DAMAGE TO MIRRORS

Takaful Brunei Am Sdn Bhd will indemnify the Participant against loss or damage to mirrors, other than hand mirrors, by breakage thereof whilst in the Private Dwelling subject to an amount shall not in any case exceed the amount specified in the Limit of Liability

D. COMPENSATION FOR DEATH OF THE PARTICIPANT

In the event of fatal injury to the Participant occurring in the Private Dwelling occasioned by outward and visible violence caused by thieves or by fire Takaful Brunei Am Sdn Bhd will pay the sum specified in the Limit of Liability or one half (1/2) of the Total Sum Covered whichever be the less provided death ensues within three (3) calendar months of such injury

E. SERVANT'S PROPERTY

Takaful Brunei Am Sdn Bhd will grant indemnity through the Participant for loss or damage caused by any of the Perils to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Participant's domestic servants, if and sofar as such property is not otherwise covered, whilst in the Private Dwelling

SECTION 3 - LOSS OF RENT

Takaful Brunei Am Sdn Bhd will indemnify the Participant for the undermentioned loss actually incurred by the Participant in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate 10% of the total sum covered

- a) as the Owner but not Occupier of the premises the loss of rent; or
- b) as the Occupier of the premises reasonable additional expense necessarily incurred by him at a hotel lodging house or boarding house

SECTION 4 - LIABILITY TO THE PUBLIC

Takaful Brunei Am Sdn Bhd will indemnify the Participant against all sums for which the Participant may be held legally liable in respect of accidents occurring during the Period of Takaful in or about the covered premises resulting in:

- 1) Bodily injury to any persons not being a member of the Participant's family household nor at the time of sustaining such injury engaged in the Participants service
- 2) Damage to property not belonging to or in the charge of or under the control of the Participant or of a member of his family or household or of a person in his service

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Limit of Liability

- a) Legal costs and expenses recoverable from the Participant by any claimant provided such cost and expenses were incurred before the date (if any) on which Takaful Brunei Am Sdn Bhd shall have paid or offered to pay either the full amount of the claim or the amount recoverable in respect of any one occurrence as hereinbefore provided
- b) Legal cost and expenses incurred by the Participant with the consent of Takaful Brunei Am Sdn Bhd

Provided also that Takaful Brunei Am Sdn Bhd shall or in any case be liable hereunder in respect of:

i) Injury or damage arising out of incidental to:

- a) the Participants profession or business, or
- b) the use of lifts or vehicles or
- c) the carrying out of alterations, addition, repairs or decorations to the covered premises

ii) Liability arising out of any contract of indemnity which imposes upon the Participant liability which the Participant would not otherwise have been under

In the event of the death of the Participant Takaful Brunei Am Sdn Bhd will in respect of the liability incurred by the Participant indemnify the Participant's personal representatives in the terms of and subject to the limitation of this Section provided that such personal representatives shall as though they were the Participant observe, fulfill and be subject to Terms of this Certificate sofar as they can apply

For the purpose of this Section the expression "the Participant" shall be deemed to include the husband or wife of the Participant

LIMITS OF LIABILITY

Takaful Brunei Am Sdn Bhd shall not be liable:

1. Under Peril 5 (Bursting or overflowing of domestic water tanks apparatus or pipes) for the first B\$200.00
2. Under Perils:
 - a) Peril 7 (Earthquake, Volcanic Eruption)
 - b) Peril 8 (Hurricane, Cyclone, Typhoon, Windstorm)
 - c) Peril 9 (Flood)

As provided in the Excess Clause applying thereto, for the first 1% of the Sum Covered or B\$500.00 whichever shall be the less

3. Limit of the amount of Takaful Brunei Am Sdn Bhd's liability under:
 - a) Section 2C: B\$200.00 any one item B\$1,000.00 in the aggregate any one period
 - b) Section 2D: B\$10,000.00 or one half (1/2) of the Total Sum Covered whichever shall be the less c) Section 2E: B\$500.00 in the aggregate any one period
4. Limit of the amount of Takaful Brunei Am Sdn Bhd's liability under Section 4: B\$50,000.00 in the aggregate any one period
5. Geographical Area : Negara Brunei Darussalam

GENERAL EXCEPTION

THIS CERTIFICATE DOES NOT COVER:

1. 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:-
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - (b) 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
 - (c) Any act of Terrorism. "Terrorism" means an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons. Whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed to 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

As regards Section 1, 2A, 2B, 2C, 2E and 3,

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

2. (a) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of a damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing or drying process

(b) Loss or damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material
3. Loss, damage or other contingency 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 or nuclear fuel. Solely for the purpose of this Exception 3, combustion shall include any self-sustaining process of nuclear fission
4. Consequential loss or damage of any kind whatsoever except as provided for in Section 3 hereof.
5. As regards buildings only:
 - (a) Flood or overflow except as specifically covered by this Certificate
 - (b) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such perils or to metal smoke stacks, awnings blinds, sign and other outdoor fixtures or fittings including gates and fences
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption

GENERAL CONDITIONS

PRIVATE DWELLING

The term 'Private Dwelling house' shall include all electrical wiring, domestic offices, stables, garages, gates, fences around, walls and out-building used solely in connection therewith and on the same premises. In the case of Certificates issued to cover the buildings of block of flats the reference in this Certificate to 'Private Dwelling house' shall be deemed to mean the Private Flats

CONTENTS

With respect to Section 2A the term 'Contents' shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Participants or any member or his family normally residing with him and fixtures and fittings the Participant's own for which he is legally responsible whilst contained in the Private Dwelling

PAYING GUESTS

The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section 4 of this Certificate such paying guest, boarders and lodgers shall be deemed to be members of the Participant's household

DECLARED SUM COVERED

The total Sum Covered declared by the Participant represents not less than the full value of the covered Buildings and/or Contents and the total liability of Takaful Brunei Am Sdn Bhd in respect of loss or damage thereto by all or any of the Perils during any one Period of Takaful Shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Covered specified in the Schedule, or such other sum or sums Takaful Brunei Am Sdn Bhd may substitute therefore by endorsement hereon or attached hereto signed by or on behalf Takaful Brunei Am Sdn Bhd

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

RIGHTS

Unless otherwise expressly stated nothing contained herein shall give any rights against Takaful Brunei Am Sdn Bhd to any person other than the Participant. Further, Takaful Brunei Am Sdn Bhd shall not be bound by any passing of the interest of the Participant otherwise than by death or operation of law unless and until Takaful Brunei Am Sdn Bhd shall by endorsement hereon declare the coverage to be continued

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 affected, 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

DUTY OF CARE

The Participant shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Participant is the owner of the Private Dwelling house, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and Takaful Brunei Am Sdn Bhd shall not be liable for injury, loss or damage caused by a defect which the Participant has failed to remedy after having received notice of such defect either from Takaful Brunei Am Sdn Bhd or any person or public body

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 situated 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 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

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
- (e) To undertake in the name and on behalf of the Participant the absolute conduct, control and settlement of any proceedings and to take proceeding at its own expense and for its own benefit but in the name of the Participant to recover compensation or secure indemnity from any third party in respect of anything covered by this certificate

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 makes 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 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 Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd
- (ii) If Participant are given a 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 Participant for the period of Takaful Brunei Am Sdn Bhd were on risk

LOSS NOTIFICATION

- (a) The Participant shall on the happening of any loss or damage to the property covered give immediate notice thereof in writing to Takaful Brunei Am Sdn Bhd and shall at his own expense within fourteen (14) days after the happening of such loss or damage deliver to Takaful Brunei Am Sdn Bhd a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police

- (b) If Takaful Brunei Am Sdn Bhd shall elect to reinstate any building the Participant shall furnish to Takaful Brunei Am Sdn Bhd all such plans, specifications and quantities as Takaful Brunei Am Sdn Bhd may reasonably require
- (c) The Participant shall on receiving notice of any accident or claim arising under Section 4 give immediate notice thereof in writing to Takaful Brunei Am Sdn Bhd and as soon as possible supply full particulars thereof in writing and shall send to Takaful Brunei Am Sdn Bhd any writ, summons or other legal process issued or commenced against the Participant and shall give all necessary information and assistance to enable Takaful Brunei Am Sdn Bhd to settle or resist any claim or to institute proceedings
- (d) The Participant shall not incur any expense in making good any damage without the written consent of Takaful Brunei Am Sdn Bhd and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent

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 item 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 of 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 wilful 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 pay or reinstate or replace the property damaged or destroyed, or any part thereof or may join with any other insurance or takaful company 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 to consider 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, 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, authorised sole agent or agent, authorised 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 loss 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, 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 Takaful Operator 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 cancelled at any time by the Participant by giving fourteen (14) days written notice to Takaful Brunei Am Sdn Bhd provided no claim has occurred in the current Period of Takaful. Takaful Brunei Am Sdn Bhd shall retain in the General Takaful Fund the Takaful Contribution paid by the Participant on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to the Participant after deduction of the wakalah fee and service charge for the cancellation. Cancellation will take effect from the date of the current Takaful Certificate, the Schedule and the Takaful Certificate are received by Takaful Brunei Am Sdn Bhd

This Takaful may also be cancelled 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 Bhd 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 an 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 the 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 it 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

LIMITATION

In no case whatever shall Takaful Brunei Am Sdn Bhd be liable for 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

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 the meaning of the definition of the offence of CBT set out in the Penal Code (Cap 22)

PROHIBITED BY SHARIAH LAW

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

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 apportion 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services. You **hereby also agree to give a fee from surplus of the Takaful Fund (if any) to Takaful Brunei Am Sdn Bhd at a percentage approved by Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.**

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, **subject to Takaful Brunei Am Sdn Bhd discretion and the integrity of the Takaful Fund itself. If this Takaful Certificate is not renewed,** 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

FN1 BLOCKS OF FLATS

It is hereby declared and agreed that:

1. Reference in this Certificate to the Private Dwelling House shall be deemed to mean Private Flats
2. Peril 4 is deleted and replaced by the following;-
"IMPACT" with any of the buildings by any road vehicle or animal not belonging to or under the control of
 - a) The Participant or his agent or servant
 - b) Any person resident to the Private Flats or his agent or servant
3. Section 4 - Liability to the Public is deleted and replaced by the following:-
"Takaful Brunei Am Sdn Bhd will indemnify the Participant in respect of his legal liability for claims made on him as owner of the buildings specified in the Schedule but not as a resident occupying any part the buildings in respect of accidents occurring during the Period of Takaful directly caused by any defect in the said buildings or in the landlord's fixtures and fittings or in the walls gates fences and trees around and pertaining thereto resulting in:
 - a) Bodily injury to any person not being a member of the Participant's family or household nor at the time sustaining such injury engaged in and upon the service of the Participant
 - b) Damage to property not belonging to or in the charge of or under the control of the Participant of a member of his family or household or of a person in his service

Provided always that the amount payable hereunder in respect of any one accident or series of accident constituting one occurrence shall not in any case exceed the sum of B\$50,000.00 in addition to

- a) Legal costs and expenses recoverable from the Participant by any claimant provided such costs and expenses were incurred before the date (if any) on which Takaful Brunei Am Sdn Bhd shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as herein before provided:
- b) Legal costs expenses incurred by the Participant with consent of Takaful Brunei Am Sdn Bhd

Provided always that Takaful Brunei Am Sdn Bhd shall not be liable in respect of claims arising out of or incidental to:

- (a) The Participant's profession or business; or
- (b) The possession or use of any lifts, elevator, hoist, crane or vehicles, or
- (c) The carrying out of alterations, additions, repairs or decorations to any part of the said premises or
- (d) Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat in the said buildings for the sole purpose of such flat) or
- (e) Liability arising out of any contract of indemnity which imposes upon the participant would not otherwise have been under

In the event of the death of the Participant, Takaful Brunei Am Sdn Bhd will in respect of the liability incurred by the Participant indemnify the Participant the Participant's personal representative shall as though they were the Participant observe, fulfill and be subject to the Terms of this Certificate so far as they can apply

FW2 - DETACHED BUILDING WARRANTY

Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least six

(6) meters on all side from any other building (excluding small houses)

FW25 -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 thirty (30) 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 beentitled 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 thatthe 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 certificateFC6A- MORTGAGEE (CHARGEЕ/*Ijarah* Lessor) CLAUSE1, Loss, if any, payable to the Mortgagee (Chargee/*Ijarah* Lessor) 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) 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) 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) 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 on any other party or parties covered hereunder or from any securities or funds available

FC6B -MORTGAGEE (CHARGEЕ/*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

It is 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)



TBA Head Office

Unit 9 & 10, Simpang 493,
Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam

Claim Division

Level 2, Unit 9 & 10, Simpang
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Kg Beribi, Jalan Gadong BE1118,
Negara Brunei Darussalam
Tel: +673 224 4000 (ext. 9204) / +673 245 1803

TBA Call Centre

Tel: +673 224 4000

Branches & Counters

Delima

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

Kuala Belait

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

Seria

Pejabat Pos Seria,
Seria, KB2733