



INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR FIRE HOUSEOWNER/HOUSEHOLDER TAKAFUL SCHEME

1. Every accident / incident shall be reported to the Insurans Islam TAIB General Takaful Sendirian Berhad within 14 days from the date of accident / incident whether or not it involved bodily injury / damage of private property / other person.
2. Where the participant fails to make a report within the period specified above, then the Insurans Islam TAIB General Takaful Sendirian Berhad has the right to repudiate any liability proposed whether from the participant or the third party.

HOUSEOWNER/HOUSEHOLDER TAKAFUL CERTIFICATE

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 Insurans Islam TAIB General Takaful Sendirian Berhad (herein after refer as "**IITGT**") for the Takaful hereinafter contained and in consideration of the payment by the Participant to IITGT of the First Takaful Contribution.

NOW THIS CERTIFICATE WITNESSETH that in respect of the 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).

IITGT 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:-

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 any road vehicles, horses or cattle not belonging to or under the control of the Participant of 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.
 - c) damage caused thereto.
6. THEFT but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt threat.

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. HURRICANE, CYCLONE, TYPHOON, WINDSTORM subject to the following Excess Clause.
8. EARTHQUAKE, VOLCANIC ERUPTION 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 to loss or damage (other than by fire) to the Private Dwelling House but not the Contents directly caused by any Peril to which this Clause is here in before stated to apply, IITGT's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the Schedule. This Clause shall separately apply to:

- (i) Each building for which purposes all covered buildings 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 I – LOSS OR DAMAGE TO BUILDING

IITGT will indemnify the Participant against loss or damage caused by any of the abovementioned Perils to the Buildings of the Private Dwelling House which expression shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Schedule.

SECTION II – LOSS OR DAMAGE TO CONTENTS

A. LOSS OR DAMAGE TO CONTENTS

IITGT will indemnify the Participant against loss or damage caused by any of the above mentioned Perils to the Contents which expression shall include households goods and personal effects of every description (except as after mentioned) being the property of the Participant or any member of his family normally residing with him and fixtures and fittings 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 in connection therewith and on the same premises specified in the Schedule.

B. PROPERTY TEMPORARILY REMOVED

If so far 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, 8 and 9 as regards property in transit or on the persons.

C. DAMAGE TO GLASS

Damage to glass, other than hand mirrors, by breakage thereof whilst in the Private Dwelling.

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, IITGT will pay the sum specified in the Schedule or half of the Total Sum Covered whichever be the less provided death ensues within three (3) calendar months of such injury. The liability of IITGT under this section during any Period of Takaful is limited to the sum specified in the Schedule or half of the total Sum Covered as aforementioned.

E. SERVANT'S PROPERTY

IITGT 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 so far as such property is not otherwise covered, whilst in the Private Dwelling or any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such servants are residing with the Participant or any member of his family normally residing with him.

SECTION IIIA – LOSS OF RENT

IITGT will indemnify the Participant for the under mentioned 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 per cent 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 IIIB – LIABILITY TO THE PUBLIC

IITGT 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 or household nor at the time of sustaining such injury engaged in the Participant's 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 Schedule in addition to:

- (i) 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 IITGT shall have paid or offered to pay either full amount of the claim or the total recoverable in respect of any one occurrence as hereinbefore provided.
- (ii) Legal costs and expenses incurred by the Participant with the consent of IITGT.

Provided also that IITGT shall not in any case be liable hereunder in respect of:

- (i) Injury or damage arising out of or incidental to;
 - a) The Participant's profession or business, or
 - b) The use of lifts or vehicles, or
 - c) The carrying out of alterations, additions, 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 IITGT will in respect of the liability incurred by the Participant indemnify the Participant's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the participant observe, fulfill and be subject to the Terms of this Certificate so far they can apply.

For the purposes of this Section the expression 'The Participant' shall be deemed to include the husband or wife of the Participant.

CONDITIONS

1. The term 'Private dwelling House' shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises.

In the case of Certificate issued to cover the buildings or block of flats the reference in this Certificate to 'Private Dwelling House' shall be deemed to mean the Private Flats.

2. The term 'Private dwelling' shall include the Private Dwelling House, Flats or Apartment and all domestic offices, stables and garages used solely in connection therewith and on the same premises.
3. With respect to Section IIA the term 'Contents' shall include household goods and personal effects of every description (except as after mentioned) being the property of the Participant or any member of his family normally residing with him and fixtures and fittings the participant's own or for which he is legally responsible whilst contained in the Private Dwelling.

Provided that:

- (i) No part of the structure or ceiling, wallpapers or the like is covered under this Certificate.
 - (ii) No one articles (Furniture, Pianos, Organs, Household Appliances, Radios, Television sets, Video Recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than five (5) per cent of the Total Sum Covered unless such articles is specially declared as a separate item.
 - (iii) 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, bank notes, manuscripts, medals and coins, motor vehicles and accessories or livestock.
4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice herein and for the purposes of Section IIIB of this Certificate such paying guests, boarders or lodgers shall be deemed to be members of the Participant's household.
 5. For the purposes of Section IIIB, this Certificate shall not apply to any part of the Private Dwelling House used in connection with the profession of the Participant whilst that part of the Private Dwelling House is being so used.
 6. The Total Sum Covered declared by the Participant represents not less than the full value of the covered premises and/or contents and the total liability of IITGT 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 as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of IITGT.

GENERAL EXCEPTIONS

This Certificate does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any following occurrences namely:
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), 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.

As regards Section I, IIA, IIC, IIE and IIIA hereof:-

Any loss, damage or other contingency 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, damage or a contingency which is not covered by this Takaful, except to the extent that the Participant shall prove that such loss, damage or other contingency happened independently or the existence of such abnormal conditions.

In any actions, suit or other proceeding where IITGT alleges that by reason of the provisions of this General Exceptions, any loss, damage or other contingency is not covered by this Takaful, the burden of proving that such loss, damage or other contingency is covered shall be upon the Participant.

2. (i) a) Loss or damage occasioned by cessation or work; or by confiscation, commandeering, requisition or destruction of or 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 any heating or drying process.
- b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) 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 of nuclear fuel. Solely for the purpose of this General Exception 2 (ii), combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever except as provided for in Section IIA hereof.
4. As regards building only:-
 - a) Flood or overflow except as specifically covered against 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 Perils or to metal smoke stacks, awnings blinds, signs and other outdoor fixtures of fittings including gates and fences.
 - c) Loss or damage caused by subsidence or landslide except when this is occasioned by earthquake or volcanic eruption.

CONDITIONS

1. This Certificate and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule shall bear such specific meaning wherever it may appear.
2. Unless otherwise expressly stated nothing contained herein shall give any rights against IITGT to any person other than the Participant. Furthermore, IITGT shall not be bound by any passing of the interest of the Participant otherwise than by death or operation of law unless and until IITGT shall by endorsement hereon declare the Takaful to be continued.
3. The extension of IITGT's Liability in respect of the property to any person other than the Participant shall give no right of claim hereunder to such person, the intention being that the Participant shall in all cases claim for and on behalf of such person and the receipt of the Participant shall in any case absolutely discharge IITGT's liability hereunder.
4. If the property hereby covered shall, at the time of any loss, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as being his own insurer/Takaful for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.
5. If any time of any loss, damage or liability covered by this Certificate there shall be any other Takaful/insurance covering such loss, damage or liability or any part thereof IITGT shall not be liable for more than its rateable proportion thereof.
6. The Participant shall give notice to IITGT of any Takaful/insurance or insurances already effected, or which may subsequently be effected, covered any of the property hereby covered and unless such notice be given and the particulars of such Takaful/insurance or insurances be stated in or endorsed on this Certificate in respect of the property so covered shall be forfeited.
7. a) Participant shall on the happening of any loss or damage to the property covered give immediate notice thereof in writing to IITGT and shall at his own expense within thirty (30) days after the happening of such loss or damage deliver to IITGT a claim in writing with such detailed particulars and proofs as may be reasonably required. In case of loss or damage by theft or any attempt threat he shall also give immediate notice to the police.
- b) If IITGT shall elect to reinstate any building, the Participant shall furnish to IITGT all such plans, specifications and quantities as IITGT may be reasonably require.
- c) The Participant shall on receiving notice of any accident or claim arising under Section IIIB give immediate notice thereof in writing to IITGT and as soon as possible supply full particulars thereof in writing and shall send to IITGT any writ, summons or other legal process issued or Commenced against the Participant and shall give all necessary information and assistance to enable IITGT 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 IITGT and shall negotiate, pay, -

settle, admit or repudiate any claim without the like consent.

8. IITGT shall be entitled:-

- a) On the happening of any loss of or damage to the property covered to enter any building where the loss or damage has happened and to take and keep possession of the property covered and to deal with the salvage in a reasonable manner and this Certificate or any copy thereof certificate by IITGT shall be proof of leave and license for such purpose.

No property may be abandoned to IITGT.

- b) To undertake in the same name and on behalf of the Participant the absolute conduct, control and settlement of any proceedings and to take proceedings 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.

- 9.** If any claim under this Certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit this Certificate all benefit thereunder shall be forfeited.
- 10.** This Takaful may be terminated at any time at the request of the Participant in which case IITGT 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. This Takaful may also be terminated at the option of IITGT by sending seven days notice by registered mail to the Participants' last known address in which case IITGT shall apply the same procedure in respect of the Takaful contribution as aforesaid.
- 11.** If any difference arises as to the amount of any loss or damage such difference 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 so to do 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 an arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall 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 effect 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 cost 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, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
- 12.** 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 IITGT 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 IITGT or any person or public body.
- 13.** In the event of loss, the Takaful hereunder shall be maintained in force for the sum covered and the participant shall be liable to pay additional Takaful contribution at the rate stated on the certificate calculated on the amount of loss on a pro-rated basis from the date of such loss to the expiry of the current period of Takaful.

14. TABARRU'

Tabarru' is an agreement by a participant to relinquish as donation, a sum of contribution that he or she agrees to pay into a Takaful fund. Participants give 65% of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful participants, where the *Tabarru'* acts as mutual help and joint guarantee should any fellow participants suffer from a defined loss.

15. WAKALAH

Wakalah refers to a contract in which a party as principal (*Muwakkil*) authorizes another party as his agent (*Wakil*) to perform a particular task, in matters that maybe delegated, either voluntary or with imposition of a fee.

The participant will make contribution to the Takaful fund as *Tabarru'*. Then all the participants in a group will appoint or authorize the IITGT as their agent (*Wakil*) to manage the Takaful fund for the purpose of executing Takaful activities such as underwriting, risk management and claim management. In this *Wakalah* arrangement, IITGT will charge a fee of 35% from the contribution that has been determined and agreed upon in the proposal form. *Wakalah* fee will not be returned to the participant upon cancellation or surrender.

16. DISTRIBUTION OF SURPLUS

The surplus will be determined at the end of financial period and the surplus (if any) from the Takaful Fund will be allocated to Participants' Fund and IITGT with the proportion of 70% to the Participants' Fund and 30% to IITGT. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, IITGT is entitled for the surplus distribution from the Takaful -

fund as fee for the good performance of IITGT in managing the Takaful fund.

The participants who have incurred claim or received benefit, their portion of surplus will not be distributed back to them and shall be credited back as *Tabarru'* to the Takaful Fund.

For the participants who have surrendered their Takaful certificate before financial year end, they are entitled for the surplus. The surplus will be calculated based on their contribution and participation period in the Takaful Fund.

17. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the participants from surplus/refund/cancellation/claim that is BND5.00 and below, IITGT will donate to charity which will be utilized as '*amal jariah*' on behalf of the participants.

18. CANCELLATION OF COVERAGE

Participant or IITGT may cancel this Certificate at any time during the Period of Takaful.

- a) Cancellation by Participant;
 - Participant can cancel this Certificate at any time, by returning the Takaful Certificate to us if no claim has occurred or made during the period of Takaful.
 - After returning the Takaful Certificate, Participant will be entitled to a refund of the balance of the takaful contribution on a pro-rata basis for the period the Takaful Certificate was not in force.
 - IITGT will not return the Wakalah fee to the Participant unless the cancellation was made by the Participant due to *unforeseen circumstances and subject to IITGT's discretion and approval, which shall not be unreasonably withheld. In such event, no cancellation fee will be imposed on the Participant who makes the cancellation.
- b) Cancellation by IITGT:
 - IITGT may also cancel this Certificate by giving you fourteen (14) days' notice by registered letter to the Participant at his last known address.
 - Participant will be entitled to a pro rata refund of the contribution for the remaining period calculated on a pro-rata basis 14 days from the date of the notice to the expiry date of the Takaful Certificate.
 - IITGT will return the Wakalah fee to the Participant on a pro-rata basis for the period the Takaful was not in force.

***Note: Unforeseen circumstances means event of death, insanity (as certified by qualified medical practitioner) and bankruptcy declared by the courts of Brunei Darussalam.**

ENDORSEMENTS

The following endorsement only apply to this Certificate when specifically mentioned in the schedule and subject otherwise to the Terms of this Certificate.

FN001 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 the Private Flats.
2. Peril 4 is deleted and replaced by the following:-

IMPACT with any of the buildings by any road vehicle, horses or cattle not belonging to or under the control of

- (i) The Participant or his agent or servant
- (ii) Any person resident on the Private Flats or his agent or servant.

3. Section IIIB – Liability to the Public is deleted and replace by the following:-

IITGT 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:

1. 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.
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 consulting one occurrence shall not in any case exceed the sum \$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 IITGT 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 IITGT.

Provided always that IITGT 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 alternatives, 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 liability which the Participant not would not otherwise have been under

In the event of the death of the Participant, IITGT will in respect of the liability incurred by the Participant indemnify the Participant's personal representative shall as though they were the Participant observe, fulfill and be subject to the Terms of his Certificate so far as they can apply.

FC06A MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Mortgagee (Chargee) as interest may appear in this Takaful, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) 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) or Owner shall neglect to pay any contribution due under this Certificate the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify IITGT 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) and unless permitted by this Certificate it shall be noted thereon and the Mortgagee (Chargee) 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 IITGT shall pay the said Mortgagee (Chargee) any sum in respect of loss damage under this Certificate and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, IITGT shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties covered hereunder or from any securities or funds available.

Non-Cancellation Clause

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

FC06B MORTGAGEE (CHARGE) CLAUSE 2

It is hereby agreed that this Takaful as to the interest of the Mortgagee (Chargee) 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) provided that the Mortgagee (Chargee) shall immediately on the same coming to his knowledge, give notice thereof to IITGT and pay the additional contribution (if any) which may be required by IITGT from the date of such increase of risk.

Non-Cancellation Clause

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

FC016 REINSTATEMENT VALUE CLAUSE

In the event of the property Participant 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 Participant 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 the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further times as the Company 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 the Company shall not be liable for any payment in excess of the amount which would have been payable under the Certificate if this clause had not been incorporated therein.
3. If the Sum Participant 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 Participant 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 Participant had been destroyed then the Participant shall -

be considered being his own insurer for the difference between the sum Participant 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 Participant 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 effect if:-
 - (a) The Participant fails to intimate to the Company with six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property 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.
5. No payment beyond the amount which would have been payable under the Certificate if this clause had not been incorporated therein shall be made if at the same time of any destruction or damage to any property Participant hereunder such property shall be covered by any other insurance effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.

FC018 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

The coverage by this Certificate extends to include such additional cost of reinstatement of the destroyed or damaged property thereby Participant 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 Regulations or By-laws:-
 - (i) In respect of destruction or damaged occurring prior to the granting of this extension,
 - (ii) In respect of destruction or damaged not Participant by the Certificate,
 - (iii) Under which notice has been served upon the Participant prior to the happening of the destruction or damaged,
 - (iv) 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 or 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-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and may be carried out or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company 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 the Company 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 Participant 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.

FC034 DATE RECOGNITION CLAUSE

It is noted and agreed this certificate is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. Correctly recognize any date as its true calendar date;
 2. Capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or -

any part of any device and/or software as listed above in A.

- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the Certificate.

FC037 REINSTATEMENT OF LOSS CLAUSE

In the event of any claim sustainable under the Certificate the sum covered in respect of the item against which payment is made is reinstated upon payment of the appropriate additional contribution to the company until the expiry date of the Certificate.

TEX TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excluded loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

"Terrorism" is defined as an act, including 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 organization(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 Clause also excludes loss, damage, cost or expense of whatever 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.

If the Company alleged that by reason of this Clause, any loss, damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon the Participant. In the event any portion of the Clause is found to be invalid or unenforceable, the remainder shall remain in full forces and effect.

FW000 ATTACHED BUILDING WARRANTY

Warranted that during the currency of this Certificate the building Participant by this Certificate is attached on all sides to other building (excluding small outhouse).

FW001 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.

FW002 DETACHED BUILDING WARRANTY

Warranted that during the currency of this Certificate the building Participant by this Certificate is detached by at least 20 feet on all sides from any other building (excluding small outhouse).

FW012 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 other purpose 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 un authorized person or persons.

In the event of the premises being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one period of Takaful the coverage shall, unless otherwise agreed by endorsement hereon be entirely suspended in respect of any period or periods during the premises may be unoccupied in excess of the aforesaid ninety (90) days.

FW024 TAKAFUL CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Takaful that the contribution due must be paid and received by the insurer 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 the insurer 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 an authorized agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the contribution payable was received by a person, including an insurance agent, who was not authorized to receive such contribution shall lie on the insurer.

Subject otherwise to the terms and conditions of this Certificate.

LIMIT OF LIABILITY

IITGT shall not be liable:

1. a) Under Peril 5 for the first B\$50.00
b) Under Peril 7, 8 and 9, as provided in the Excess Clause applying thereto, for the first one percent (1%) of the Sum Covered or B\$200.00 whichever shall be the less.
2. Limit of the amount of IITGT's liability under Section IID: B\$10,000.00 or one half of the Total Sum Covered whichever shall be the less.
3. Limit of the amount of IITGT's liability under Section IIIB: B\$50,000.00
4. Geographical Area Brunei.