



Insurans Islam  
**General Takaful Sdn Bhd**

Company Registration No.: RC00008254

**CERTIFICATE FOR  
FIRE TAKAFUL SCHEME  
(PRIVATE/COMMERCIAL)**

1. Every accident / incident shall be reported to the Insurans Islam 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 General Takaful Sendirian Berhad has the right to repudiate any liability proposed whether from the participant or the third party.

## FIRE TAKAFUL PRIVATE / COMMERCIAL CERTIFICATE

IN CONSIDERATION of the Participant named in the schedule hereto paying to Insurans Islam General Takaful Sendirian Berhad (Hereinafter refers as "IIGT"), the Takaful Contribution mentioned in the said Schedule.

INSURANS ISLAM GENERAL TAKAFUL SENDIRIAN BERHAD. AGREES subject to the Terms and Conditions contained herein or endorsed hereon that if after payment of the Takaful Contribution the Property Covered described in the said Schedule or any part of such Property Covered be destroyed or damaged by FIRE or LIGHTNING whether accompanied by fire or not at any time during the period of Takaful stated in the schedule or during any further period for which IIGT may accept payment for the renewal of this Certificates. IIGT will pay or made good to the Participant the value of the Property Covered at the time of the happening of its destruction or the amount of such damage PROVIDED THAT the liability of IIGT shall in no case exceed in respect of each item the sum stated in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of IIGT.

PROVIDED ALWAYS that due observance and fulfillment of the terms conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of IIGT to make any payment under this Certificate.

### GENERAL CONDITIONS

#### 1. 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, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, IIGT shall not be liable upon this Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission.

#### 2. RECEIPTS

No payment in respect of any contribution shall be deemed to be payment to IIGT unless a printed form of receipt for the same signed by Official or duty appointed authorized Wakil of IIGT shall have been given to the Participant.

#### 3. OTHER TAKAFUL OR INSURANCE

The Participant shall give notice to IIGT 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 IIGT before the occurrence of any loss or damage, all benefit under this Certificate shall be forfeited.

#### 4. FALLEN BUILDING

All Coverage under this Certificate:

- i. On any building or part of any building
- ii. On any property contained in any building
- iii. On rent or other subject matter of Certificate in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement:-
  - a. of such building or any part thereof,
  - b. of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such buildings or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by Fire, loss or damage by which is covered by this Certificate or would be covered if such building, range of buildings or structure were covered under this Certificate. In any action, suit or other proceedings, the burden that any fall or displacement is caused by fire as aforesaid shall be upon the Participant.

#### RISK NOT COVERED

5. (i) This Takaful does not cover
  - (a) Loss by theft during or after the occurrence of a fire.
  - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 8 (f), or by its undergoing any heating or dying process.
  - (c) Loss or damage occasioned by or through or in consequence of
    - (1) The burning of property by order of any public authority
    - (2) Subterranean Fire
  - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material material.
- (ii) This Takaful does not cover loss 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 Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

6. This Takaful 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) Earthquake, volcanic eruption or other convulsion of nature.
  - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
  - (d) 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.

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 Takaful, except to the extent that the Participant shall prove that such loss or damage happened independently of existence of such abnormal conditions.

In any action, suit or other proceedings where IIGT alleges that by reason of the provisions of this condition any loss or damage is not covered by this Takaful, the burden of proving that such loss or damage is covered shall be upon the Participant.

7. This Takaful does not cover any liability any loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property covered by:
- (a) Pollution or contamination which itself results from a contingency hereby covered against.
  - (b) Any contingency covered against under this Certificate which itself result from pollution or contamination.

#### 8. RISK NOT COVERED UNLESS EXPRESSLY INCLUDED

Unless otherwise expressly stated in the Certificate this Takaful does not cover:-

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding B\$500.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion: but loss or damage by explosion of gas used for illuminating or domestic purpose in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Certificate.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forest, bush, prairie, pampas or jungle and the clearing of lands by fire.

#### 9. ALTERATIONS AND REMOVALS

Under any of the following circumstances the Takaful ceases to attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of IIGT signified by endorsement upon the Certificate, by or on behalf of IIGT :-

- (a) If the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstance 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 remain for a period of more than thirty (30) days.
- (c) If property covered be removed to any building or place other than in which it is herein stated to be covered.
- (d) If the interest in the property covered passes from the Participant otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local authorities for the requisition or acquisition of the land on which the Participant property is situated has been issued.

#### 10. MARINE CLAUSE

This Takaful does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Certificate, be covered by any Marine Takaful or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Takaful or Policies had this Certificate not been effected.

#### 11. CANCELLATION OF THE CERTIFICATE

Participant or IIGT 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.
- IIGT will not return the Wakalah fee to the Participant unless the cancellation was made by the Participant due to unforeseen circumstances\* and subject to IIGT'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 IIGT:**

- IIGT 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.
- IIGT 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**

**12. OCCURRENCE OF A FIRE**

On the happening of any loss or damage the Participant shall forthwith give notice thereof to IIGT and shall within fifteen (15) days after the loss or damage, or such further time as IIGT may in writing allow in the behalf, deliver to IIGT

- (i) claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (ii) Particulars of all other Takaful/Insurance, if any.

The Participant shall also at all times at his own expense produce, procure and give to IIGT all such further particulars, plans, specifications books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstance under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of IIGT as may be reasonably required by or on behalf of IIGT together with a declaration on oath or on other legal form of the truth of the claim and of any matters connected therewith. No claim under this Certificate shall be payable unless the terms of this condition have been complied with.

**13. THIS CERTIFICATE EXTENDS TO INCLUDE:-**

- (a) Wages of the Participant's employees other than full-time members of the Fire Brigade.
- (b) The cost of replacement of firefighting appliances and destruction of or damage to materials (including employees clothing and personal effects) unless otherwise specifically covered.

Provided always that the liability of IIGT in respect of such wages, cost and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property covered by this Certificate or immediately threatening to involve such property.

**14. RIGHT OF IIGT AS REGARDS SALVAGE**

On the happening of any loss or damage to any of the property covered by this Certificate, IIGT may:-

- (a) Enter and 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 such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercised by IIGT at any time until notice in writing is given by the Participant that he makes no claim under the Certificate, or, if any claim is made, until such claim is finally determined or withdrawn, and IIGT shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Participant or diminish its right to rely upon any of the conditions of this Certificate in answer to any claim.

If the Participant or any person on his behalf shall not comply with the requirements of IIGT or shall hinder or obstruct IIGT. in the exercise of its power hereunder, all benefits under the Certificate shall be forfeited.

The Participant shall not in any case be entitled to abandon any property to IIGT whether taken possession of by IIGT or not.

## **15. FORFEITURE**

If the claim be in any respect fraudulent, or if any declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefits under this Certificate or if the loss or damage be occasioned by the willful act, or with the connivance of the Participant or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of the Condition 21 of this certificate) within three (3) months after the arbitrator or umpire shall have made their award, all benefits under this Certificate shall be forfeited.

## **16. REINSTATEMENT**

IIGT may at its option reinstate or replace the property damaged or destroyed or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Takaful or Insurance Companies in so doing, but IIGT shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall IIGT be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum covered by IIGT thereon.

If IIGT so elect to reinstate or replace any property the Participant shall, at his own expense, furnish IIGT with such plans, specification, measurement, quantities and such other particulars as IIGT may require, and no acts done, or caused to be done by IIGT with a view to reinstatement or replacement shall be deemed an election by IIGT to reinstate or replace.

If in any case IIGT shall be unable to reinstate to repair the property hereby covered because of municipal or other regulation in force affecting the alignment of streets, of the construction of buildings, or otherwise, IIGT shall, in every such case, only be liable to pay such sum as would be required to reinstate or repair such property if the same could lawfully be reinstated to its former conditions.

## **17. SUBROGATION OF RIGHTS**

The Participant shall, at the expense of IIGT do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by IIGT for the purpose of enforcing any rights and remedies, or obtaining relief or indemnity from other parties to which IIGT shall be or would become entitled or subrogated, upon its paying for a making good any loss or damage under this Certificate, whether such acts and things shall be or become necessary before or after his indemnification by IIGT.

## **18. RATEABLE PROPORTION AND AVERAGE**

If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Takaful or Insurances, whether effected by the Participant or any other persons, covering the same property, IIGT shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

- 19.** If the property hereby covered shall, at the breaking out of any fire, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this condition.

- 20.** In the event of loss, IIGT shall maintained in force the full Sum Covered and the Participant shall be liable to pay an additional contribution at the rate agreed on the Certificate calculated on the amount of loss on a pro-rata basis from the date of such loss to the expiry of the current period of Takaful.

## **21. ARBITRATION**

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 (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 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 of 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 costs of the reference and of the awards 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 Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

## **22. TIME LIMITATION**

In no case whatever shall IIGT 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.

## **23. NOTICES**

Every notice and other communication to IIGT required by these conditions must be written or printed.

## **24. 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.

## 25. 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 IIGT 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, IIGT 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.

## 26. 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 IIGT with the proportion of 70% to the Participants' Fund and 30% to IIGT. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, IIGT is entitled for the surplus distribution from the Takaful fund as fee for the good performance of IIGT 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.

## 27. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the Participants from refund/surrender/maturity /termination/claim that is BND5.00 and below, IIGT will donate to charity which will be utilized as '*amal jariah*' on behalf of the Participants.

## 28. LANGUAGE VERSION

In the event of any discrepancy between the English and Bahasa Melayu versions of this contract of Takaful, the English version shall be definitive for all purposes of this contract of Takaful.

## WARRANTIES / ENDORSEMENTS

The following Warranties and/or Endorsements are only applicable if specified in the Schedule and subject otherwise to the terms of this Certificate.

### FE001 AIRCRAFT DAMAGE

In consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the takaful under the Certificate shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property Participant directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### SPECIAL CONDITIONS

1. The liability of IIGT shall in no case under this Endorsement and the Certificate exceed the sum Participant by each item of the Certificate.
2. This coverage does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Participant.

Subject otherwise to the terms and conditions of the Certificate.

### FE002 EARTHQUAKE AND VOLCANIC ERUPTION

In consideration of the payment by the Participant, IIGT agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Certificate, this coverage extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequences of earthquake and volcanic eruption.

Provided always that all the Conditions of this Certificate shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which the coverage extends to include by virtue of this endorsement.

Subject otherwise to the terms and conditions of the Certificate.

### FE003 STORM, TEMPEST

In consideration of the payment by the Participant to IIGT, IIGT agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Certificate, this coverage extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the Conditions of this Certificate shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage directly caused by any of the perils which this coverage extends to include by virtue of this endorsement.

#### **Excess Clause**

It is understood and agreed that as regards loss and damage to any property hereby Participant directly caused by any peril to which this Clause is hereinbefore stated apply, the IIGT's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums covered against such peril on said property by Policies in the name of the Participant, or
  - (b) B\$200.00
- whichever shall be the less.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all Participant properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### **SPECIAL CONDITIONS**

1. IIGT shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building Participant or containing the property Participant shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the Participant property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
2. This endorsement does not extend the coverage under this Certificate to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are Participant against by this Certificate.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Certificate.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. IIGT shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is Participant by or would, but for the existence of this extension, be Participant by any other existing Certificate or Policies except in respect of any excess beyond the amount which would have been payable under such other Certificate or Policies had this Takaful not been effected.
4. Unless specifically and separately covered this endorsement does not cover:-
  - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are Participant against by this Certificate.

Subject otherwise to the terms and conditions of the Certificate.

#### **FE004 FLOOD**

In consideration of the payment by the Participant to IIGT, as one property, IIGT agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Certificate, this coverage extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building Participant or containing the property Participant, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the Conditions of this Certificate shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this coverage extends to include by virtue of this endorsement.

#### **Excess Clause**

It is understood and agreed that as regards loss or damage to any property hereby Participant directly caused by the peril to which this Clause is here in before stated to apply, the IIGT's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums covered against such peril on said property by Policies in the name regarded as one property,

(b) the first B\$2,500.00 of each and every loss.  
whichever shall be the less.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all Participant properties at the same address will be regarded.
- (ii) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### **SPECIAL CONDITIONS**

1. This endorsement does not extend the coverage under this Certificate to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are Participant against by this Certificate.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Certificate.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. IIGT shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is Participant by or would, but for the existence of this extension, be Participant by any other existing Certificate or Policies except in respect of any excess beyond the amount which would have been payable under such Certificate or Policies had this Takaful not been effected.
3. Unless specifically and separately Participant this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description. Subject otherwise to the terms and conditions of the Certificate.

#### **FE005 EXPLOSION**

In the consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the coverage subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property Participant by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Certificate (except in so far as Condition No: 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Certificate.

#### **SPECIAL CONDITIONS**

1. IIGT shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.  
For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.  
  
In any action, suit or other proceeding, where IIGT alleges that by reason of the provisions of this Condition any loss or damage is not covered by this coverage, the burden of proving that such a loss or damage is covered shall be upon the Participant.
2. If there shall be any other fire coverage on the property Participant under this Certificate, IIGT shall be liable only pro rata with such other fire Takaful for any loss or damage by explosion whether or not such other fire Takaful be extended to cover loss or damage by explosion.
3. IIGT shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is Participant by or would, but for the existence of this extension, be Participant by any other existing Certificate or Policies except in respect of any excess beyond the amount which would have been payable under such other Certificate or Policies had this coverage not been effected.

Subject otherwise to the terms and conditions of the Certificate.

#### **FE06A IMPACT DAMAGE EXCL PARTICIPANT'S OWN VEHICLES**

In consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the coverage under this Certificate shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates, fences around and pertaining thereto directly resulting from impact by any road vehicles, animals not belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service, provided that the first B\$50.00 of each and every claim under this endorsement shall be borne by the Participant.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire. -

Subject otherwise to the terms and conditions of the Certificate.

#### **FE06B IMPACT DAMAGE INCL.PARTICIPANT'S OWN VEHICLES**

In consideration of the payment by the Participant to IIGT, extend to include loss or damage to the property described in the Schedule and/or to walls, vehicles, animals belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service, provided that the first B\$250.00 of each and every claim under this endorsement shall be borne by the Participant.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Certificate it is hereby agreed and declared that the coverage under this Certificate shall gates and fences around and pertaining thereto directly resulting from impact by any road.

#### **FE07 BURSTING OR OVERFLOWING OF WATER PIPES OR WATER TANKS (WATER DAMAGE)**

In consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the coverage under this Certificate shall extend to include loss or damage to the property Participant caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings Participant or containing the property Participant excluding:-

- (a) loss or damage caused whilst the premises are untenanted.
- (b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first B\$1000.00 of each and every loss at each separate premises, as ascertained after the application of average, or IIGT's rateable proportion of that amount.

Provided always that all the conditions of the Certificate (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

#### **SPECIAL CONDITIONS**

1. The liability of IIGT shall no case under this endorsement exceed the sum Participant by each item of the Certificate.
2. This coverage does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Certificate.
3. The Participant shall use all reasonable diligence and care to keep the premises in a proper state of repair and 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 loss or damage as the circumstances may require and IIGT shall not be liable for any loss or damaged cause by a defect which the Participant has failed to remedy after having received notice of such defect either from IIGT or any person or public body.

Subject otherwise to the terms and conditions of the Certificate.

#### **FE08A ELECTRICAL INSTALLATIONS CLAUSE (A)**

IIGT is expressly declared to be free from liability for loss of or damage to, any electrical machine, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the Certificate.

#### **FE08B ELECTRICAL INSTALLATIONS CLAUSE (B)**

Loss or damage by fire to the electrical appliances and installation Participant by this Certificate arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Certificate, but it is expressly understood that no liability exists under this Certificate for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the Certificate.

#### **FE009 BUSH/LALANG FIRE**

In consideration of the payment by the Participant to IIGT, notwithstanding anything to the contrary contained in Condition 8(i) of the Certificate, it is hereby declared and agreed that the Certificate is extended to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Certificate every reasonable effort shall be made to keep the Participant's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the Certificate.

### **FE009 BUSH/LALANG FIRE**

In consideration of the payment by the Participant to IIGT, notwithstanding anything to the contrary contained in Condition 8(i) of the Certificate, it is hereby declared and agreed that the Certificate is extended to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Certificate every reasonable effort shall be made to keep the Participant's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the Certificate.

### **FE010 SUBSIDENCE AND LANDSLIP**

In consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the coverage under this Certificate shall extend to cover loss or damage to the property Participant by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

- (a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at the same time.
- (b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (c) loss or damage occasioned by happening through, or in consequence of:
  - \* coastal or river erosion.
  - \* demolition, structural alteration or structural repair.
- (d) in respect of each and every loss, 5% of the total sum covered or B\$25,000.00 whichever is the lower.

Provided that the total liability of IIGT shall not exceed the sum Participant by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Certificate (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Certificate.

### **FE011 SPONTANEOUS COMBUSTION**

In consideration of the payment by the Participant to IIGT, it is hereby agreed and declared that the coverage subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property Participant by fire only caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### **FE012 RIOT STRIKE & MALICIOUS DAMAGE**

In consideration of the payment by the Participant to IIGT, it is hereby declared that notwithstanding anything in the within written Certificate contained to the contrary, the coverage under this Certificate shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property Participant directly caused by:-

1. 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) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. 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.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. 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.

It is hereby declared further that notwithstanding anything in the within written Certificate contained to the contrary, the Takaful under this Certificate shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property Participant directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but IIGT shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

### **FC016 REINSTATEMENT VALUE CLAUSE**

In the event of the property Participant under 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 or more extensive than the covered property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Certificate except in so far as the same may be varied hereby.

## SPECIAL PROVISION

1. The works 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 IIGT not being thereby increase) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as IIGT may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Certificate of this memorandum 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 IIGT shall not be liable for any payment in excess of the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the Sum Covered thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Certificate, then the Participant shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Certificate (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This memorandum shall be without force or effect:-
  - a) The Participant fails to intimate to IIGT within six (6) months from the date of destruction or damage, or such further time as IIGT may in writing allow his intention to replace or reinstate the property destroyed or damage.
  - b) The Participant is unable or unwilling to replace or reinstate the property destroyed or damage on the same or another site.
5. No payment beyond the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by any other insurance/takaful 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

This Certificate extends to include such additional cost of reinstatement of the destroyed or damage property thereby covered as may be incurred solely by reason of the necessity to comply with building or other regulation 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 Regulation or By-laws:-
    - I. in respect of destruction or damage occurring prior to the granting of this extension.
    - II. in respect of destruction or damage not covered by the Certificate.
    - III. under which notice has been served upon the Participant prior to the happening of the destruction or damage.
    - 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 foresaid regulations or By-Laws not arise.
  - c) The amount of any rate, tax, duty, development of 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 dispatch and in any case must be completed within 12 months after the destruction of within such further time as IIGT may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws necessitate) subject to the liability of IIGT under this extension not being thereby increased.
- 3) If the liability of IIGT 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 IIGT 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 covered 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.

### FC06A MORTGAGEE (CHARGE/ Ijarah Lessor) CLAUSE 1

Loss, if any, payable to the Mortgagee (Charge/Ijarah Lessor) as interest may appear in this Certificate, as to the interest 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) or the Owner of the within describe 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) or Owner 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 IIGT 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 IIGT 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) or Owner no liability thereof existed, IIGT 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 Owner or on any other party or parties covered hereunder or from any securities or funds available.

#### **NON CANCELLATION CLAUSE**

And it further 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).

#### **FC06B MORTGAGEE (CHARGE/ Ijarah Lessor) CLAUSE 2**

It is hereby agreed that this Certificate as to the interest of 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 IIGT and pay the additional contribution. If any, this may be required by IIGT from the date of such increase of risk.

#### **NON CANCELLATION CLAUSE**

And it further 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).

#### **FC030 MARKET VALUE**

In event of a loss to the property covered (other than stock and building item) herein, IIGT 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 IIGT 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, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the covered property, IIGT may at its sole and absolute discretions appoint a reputable loss adjuster or valuer and furnish IIGT a valuation of the covered property.

#### **FC034 DATE RECOGNITION CLAUSE**

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

- A. IIGT 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 Insured 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 IIGT 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 IIGT 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 Insured or for the Insured 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 IIGT 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**

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

#### **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 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 IIGT alleges 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 insured. 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 CONNECTED BUILDING WARRANTY**

Warranted that during the currency of this Certificate, the buildings are connected to other buildings from every corner (excluding small house building).

#### **FW001 RESTRICTION OF MERCHANDISE WARRANTY**

Warranted that during the currency of this Certificate no part of the premises describes herein be used for the manufacture or deposit or storage of merchandise.

#### **FW01A RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)**

Warranted that during the currency of this Certificate no part of the premises describes herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.

#### **FW01B RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)**

Warranted that during the currency of this Certificate not more than 10% of the total floor area of the premises described herein be used for the manufacture or deposit or storage of merchandise.

#### **FW01C RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)**

Warranted that during the currency of this Certificate not more than 20% of the total area of the premises described herein be used for the manufacture or deposit or storage of merchandise.

#### **FW01D RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)**

Warranted that during that currency of this Certificate not more than 50% of the total floor area of the premises described herein be used for the manufacture or deposit or storage merchandise.

#### **FW002 DETACHED BUILDING WARRANTY**

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

#### **FW03A STORAGE OF HAZARDOUS GOODS WARRANTY A**

Warranted that during the currency of this currency of this Certificate, storage in the premises of the following materials is permitted only up to limited of quantities stated below, namely:

(i) Paint	No limit	(ii) Mineral oil or other liquid giving off flammable vapour with flashpoint not less than 93C (200F)	No limit
(iii) Kerosene oil or other liquid giving off flammable vapour with flashpoint not less than 38C (100F)	1800 liters (400 gallons)	(iv) Petrol or other liquid giving off flammable vapor with flashpoint below 38C (100F)	27 liter 6 gallons
v) Matches	30 kg or 4 cases or cartons whichever is higher	(vi) Fire crackers	30 kg or 4 cases or cartons whichever is higher

#### **FW03B STORAGE OF HARZARDAOUS GOODS WARRANTY B**

Warranted that during the currency of this Certificate, storage in the premises of the following materials is permitted only up to the limit quantities stated below, namely:

(i) Paint	No limit	(ii) Mineral oil or other liquid giving off flammable vapour with flashpoint not less than 93C (200F)	No limit
(iii) Kerosene oil or other liquid giving off flammable vapour with flashpoint not less than 38C (100F)	1800 liters (400 gallons)	(iv) Benzene, petrol or other liquid flammable with flashpoint below 38C (100F)	900 liters (200 gallons)
v) Matches	30 kg or 4 cases or cartons whichever is higher	(vi) Fire crackers	30 kg or 4 cases or cartons whichever is higher

#### **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 any 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 unauthorized person or persons.

#### **FM021A LICENCE WARRANTY A**

Warranted that during the currency of this Certificate the Participant shall hold such License(s) as is or are required by the Local Municipal or other Authorities and shall fully comply with the conditions and requirements thereof at all times.

#### **FM021B LICENCE WARRANTY B**

Warranted that the participant shall inform IIGT immediately it comes to his knowledge in the event of the occupier of the premises failing to effect or maintain in force such License(s) as is or are required by the Local Municipal or other Authorities.

#### **FM021C LICENCE WARRANTY C**

Warranted that the Participant shall fully comply with the condition and requirements of the Local Municipals or other Authorities by having applied for such License(s) as is or are required and this Certificate shall remain valid and at all times in force.

It is further warranted that:

- i) Such application for License(s) has not been rejected by any of the Local Municipal or other Authorities.
- ii) The premises are not suitable on illegal land or land not approved by any Local Municipal or other Authorities.
- iii) The premises are not used for any unlawful activities.

#### **FW021 LICENCE WARANTY D**

In return for additional termination fees it is claimed that contrary to anything contained in this certificate the IIGT agrees that no warranty is required for this takaful. Provided that the IIGT shall not be liable for any loss or damage to the property protected in the event that the business is in violation of Negara Brunei Darussalam law.

#### **FW024 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 IIGT within (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 IIGT 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 IIGT, the payment shall be deemed, to be received by IIGT for the purpose of this warranty and the onus of proving that the contribution payable was received by a person, including a Takaful agent, who was not authorized to receive such contribution shall lie on IIGT.