

<p align="center"><b>PRODUCT DISCLOSURE SHEET</b></p> <p>(Read this Product Disclosure Sheet before you decide to take up the <i>Product</i>. Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).</p>	<p align="center"><b>TAKAFUL BRUNEI AM SDN BHD</b></p>
	<p align="center"><b>COMPREHENSIVE HOME PACKAGE TAKAFUL</b></p>
	<p>Date: 01/07/2021</p>
<p><b>1. What is this product about?</b></p>	
<p>This Comprehensive Home Package Takaful offers coverage against loss and/or damage to your residential homes such as your house/flat/apartment including fixtures and fittings, garages, gates, fences around as well as the contents within, caused by covered perils such as impact damage, flood, theft with forcible entry. Comprehensive Home Package Takaful is a one-year cover, which can be renewed annually.</p>	
<p><b>2. What are the Shariah concept applicable?</b></p>	
<p><b>At-Tabarru’:</b> Donation or Takaful contribution that will be donated into a fund (Participant’s Risk Fund/Takaful Fund) to help other Participants in the event of misfortune.</p> <p><b>Al-Wakalah:</b> You agree to appoint Takaful Brunei Am Sdn Bhd (“Us/Our/We”) as <i>wakeel</i> (agent) to administer, manage, invest according to Shariah Principle and distribute the Participant’s Risk Fund/Takaful Fund to other eligible Participants subject always to the terms and conditions stated in the Takaful Certificate. To this end, you agree to give <b>35%</b> of the takaful contribution to us as Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us at a percentage as approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.</p>	
<p><b>3. What are the coverage and exclusions provided?</b></p>	
<p>This certificate covers loss or damage to your private residence and contents within due to:</p> <ol style="list-style-type: none"> <li>1. Fire, lightning, thunderbolt, subterranean fire;</li> <li>2. Explosion;</li> <li>3. Aircraft and other aerial devices and/or articles dropped therefrom;</li> <li>4. Impact with any of the buildings by road vehicles or animals not belonging to or under the control of the participant or any member of his family;</li> <li>5. Bursting or overflowing of domestic water tanks, apparatus or pipes excluding:             <ol style="list-style-type: none"> <li>A) in respect of each and every loss the amount stated in the limit of liability; and</li> <li>B) destruction or damage occurring while the private dwelling house is left unfurnished /untenanted.</li> </ol> </li> <li>6. Theft but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat, provided that in the event of the private dwelling being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one period of takaful the takaful against this peril shall, unless otherwise agreed by endorsement hereon, be entirely suspended in respect of any period or periods during which the private dwelling may be unoccupied in excess of the aforesaid ninety (90) days;</li> <li>7. Earthquake, volcanic eruption, subject to the excess clause;</li> <li>8. Hurricane, cyclone, typhoon, windstorm, subject to the excess clause; and</li> <li>9. Flood, excluding loss or damage caused by subsidence or landslip, subject to the excess clause.</li> </ol> <p><b>SECTION 1- BUILDING</b></p> <p><b>A. LOSS OR DAMAGE TO BUILDINGS</b></p> <p>Takaful Brunei Am Sdn Bhd will indemnify the participant against loss or damage caused by any of the above-mentioned perils to the building of the private dwelling house which expression shall include</p>	

electrical wiring, all domestic offices, stables, garages, gates, fences around, walls and out-building used solely in connection therewith and on the same premises specified in the schedule.

## **SECTION 2- CONTENTS**

### **A. LOSS OR DAMAGE TO CONTENTS**

Takaful Brunei Am Sdn Bhd will indemnify the participant against loss or damage caused by any of the abovementioned perils to the contents which expression shall include household goods and personal effects of every description (except as after mentioned) being the property of the participant or any member of his family normally residing with him and fixtures and fitting the participant's own or for which he is legally responsible whilst contained in the private dwelling which shall include the private dwelling house, flats or apartment and all domestic offices, stables and garages used solely on connection therewith and on the same premises specified in the schedule, provided that:

- A) no part of the structure or ceiling, wallpapers or the like is covered under this section;
- B) no one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, dvd player, hi-fi equipment and the like excepted) shall be deemed of greater value than five (5) percent of the total sum covered on contents unless such article is specially declared as a separate item;
- C) this certificate does not cover property more specifically covered, or unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, manuscripts, medals and coins, motor vehicles and accessories or livestock;
- D) this section does not cover loss of or damage to contents due to theft by the participant domestic servants or any member of the participant's family or household.

### **B. PROPERTY TEMPORARILY REMOVED**

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

### **C. DAMAGE TO MIRRORS**

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

### **D. COMPENSATION FOR DEATH OF THE PARTICIPANT**

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

### **E. SERVANT'S PROPERTY**

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

## **SECTION 3 - LOSS OF RENT**

Takaful Brunei Am Sdn Bhd will indemnify the Participant for the undermentioned loss actually incurred by

the Participant in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate 10% of the total sum covered

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

#### **SECTION 4 - LIABILITY TO THE PUBLIC**

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

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

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

- a) Legal costs and expenses recoverable from the Participant by any claimant provided such cost and expenses were incurred before the date (if any) on which Takaful Brunei Am Sdn Bhd shall have paid or offered to pay either the full amount of the claim or the amount recoverable in respect of any one occurrence as hereinbefore provided
- b) Legal cost and expenses incurred by the Participant with the consent of Takaful Brunei Am Sdn Bhd  
Provided also that Takaful Brunei Am Sdn Bhd shall or in any case be liable hereunder in respect of:
  - i) Injury or damage arising out of incidental to:
    - a) the Participants profession or business, or
    - b) the use of lifts or vehicles or
    - c) the carrying out of alterations, addition, repairs or decorations to the covered premises
  - ii) Liability arising out of any contract of indemnity which imposes upon the Participant liability which the Participant would not otherwise have been under

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

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

#### **General Exclusions**

Your Takaful Certificate does not cover any of the following:

- 1. This certificate does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not) or civil war;
- (b) Mutiny riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
- (c) Any act of Terrorism. "Terrorism" means an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons. Whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed to political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Certificate, except to the extent that the Participant shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where Takaful Brunei Am Sdn Bhd alleges that by reason of the provisions of this condition any loss or damage is not covered by this Certificate, the burden of proving that such loss or damage is covered shall be upon the Participant.

- 2. (a) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of a damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing or drying process;
  - (b) Loss or damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
3. Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel. Solely for the purpose of this Exception 3, combustion shall include any self-sustaining process of nuclear fission.
4. Consequential loss or damage of any kind whatsoever except as provided for in Section 3 hereof.
5. As regards buildings only:
- (a) Flood or overflow except as specifically covered by this Certificate;
  - (b) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such perils or to metal smoke stacks, awnings blinds, sign and other outdoor fixtures or fittings including gates and fences;
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption.

#### 4. How much contribution do I have to pay?

The total Contribution that you have to pay may vary depending on the following factors:

- i) Type of building – detached/semi-detached/terrace/Apartment or Flat
- ii) Type of constructions – fully concrete or part concrete part wood
- iii) The sum covered or value at risk

You can get a quote from the Takaful Brunei Mobile application or contact TBA Call Centre at 2244000 or go to the nearest counter or branches.

#### 5. What are the fees and charges that I have to pay?

**The following charges/fees are applicable:**

1. What you have to pay in addition to the Takaful Contribution amount:-
  - Stamp Duty: BND0.25 per Takaful Certificate
2. What is included in the Takaful Contribution amount:-  
For direct participation (including the Takaful Brunei Mobile application, TBA Call Centre and Counters/Branches)
  - Wakalah Fees: up to maximum of 35% of Takaful Contribution.

For participation through TBA Authorized Agent:-

- The agent will receive commission from Us based on a percentage of the total takaful contribution.
3. What you have to pay if there are any changes to the Takaful Certificate:-
    - Cancellation Fee: BND10.00 per Takaful Certificate
    - Endorsement Charges: Any Refund or Additional Contribution plus Service Charge of BND10.00 per endorsement.

#### 6. What are some of the important notes that I should know?

- **Who can apply** – Anyone who has an insurable interest in the property to be covered. The property must be constructed of brick/reinforced with concrete walls and roofed with tiles or constructed partly of wood.
- **Importance of disclosure** – You must take reasonable care to ensure that all your answers to the questions are full, complete, correct and honest and to the best of your knowledge. You also have a duty to inform us of any change in the information given to us earlier before we issue the certificate schedule to you, before you renew or change any of the terms of your certificate. If you don't, your certificate may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.
- **Duty of care** – You shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where You as the owner of the residential 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 we are not be liable for injury, loss or damage caused by a defect which you have failed to remedy after having received notice of such defect either from TBA or any person or public body.
- You must ensure that your property is covered at the appropriate amount taking into account the renovations made to your property.
- For contents covers: Listings must be provided.

**Claims Procedure:**

In the event of loss or damage, you must notify TBA immediately by contacting our **Claims Hotline number**

**at: +673 7184000.** You are also required to report any theft incident to the nearest Police Station within 24 hours. All of the documentations to be submitted to our Claims Department within 14 days after the happening of such loss or damage.

**Document Required**

- Copy of Certificate Schedule
- Copy of Police Statement 22/33 (for Theft claim)
- Copy of Fire Brigade Department Report (for Fire claim)
- Photographs of damages and affected items
- List of stolen items (if any).

**7. What do I need to do if there are changes to my contact details?**

It is important that you inform TBA of any change in your contact details to ensure that all correspondences reach you in a timely manner.

**8. What happen in the event of cancellation?**

In the event of cancellation, you may inform TBA by giving fourteen (14) days written notice provided no claim has occurred in the current Period of Takaful. TBA shall retain in the General Takaful Fund the Takaful Contribution paid by you on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to you after deduction of the wakalah fee and service charge for the cancellation. Cancellation will take effect from the date of the current Takaful Certificate, the Schedule and the Takaful Certificate are received by TBA This Takaful may also be cancelled at the option of TBA by sending fourteen (14) days' notice by registered mail to your last known address in which case TBA shall apply the same procedure in respect of the Takaful Contribution as aforesaid.

**9. What is a notice of expiry?**

It is a notice to you that your Takaful Certificate will be expired soon. Notice will be sent to your mobile number via SMS or by letter.

**10. What happens in the event that Takaful agent ceases to operate?**

If our authorized agent that issued your takaful certificate ceased its operation, your takaful certificate is still valid until its expiry date. You can renew, do any endorsement and cancellation for their takaful certificate at any of TBA counters and branches.

**11. What are the documents that I need to submit to apply for this product?**

Documents require are:-

For new Participant:

- 1) Proposal Form duly completed and signed
- 2) Copy of your Identity Card
- 3) Copy of previous Certificate Schedule (if any)
- 4) Listing of contents (if any)

For renewal Participant:

- 1) Renewal proposal form duly completed and signed
- 2) Copy of previous Certificate Schedule
- 3) Listing of contents (if any)

**12. Where can I get assistance to redress?**

- If you have difficulties, you must contact TBA the earliest possible. You may contact TBA at:

**Takaful Brunei Am Sdn Bhd**  
**Ground Floor, Unit 9 & 10**  
**Simpang 493. Kg Beribi**  
**Jalan Gadong BE1118**  
**Negara Brunei Darussalam**  
**Tel: 2244000 or**  
**E-mail: [enquiry@takafulbrunei.com.bn](mailto:enquiry@takafulbrunei.com.bn)**

- If your query or complaint is not satisfactorily resolved by TBA, you may contact Financial Consumer Issues, Brunei Darussalam Central Bank via email at [fcf@bdcb.gov.bn](mailto:fcf@bdcb.gov.bn) or walk-in at their address as follows:

**Financial Consumer Issues**  
**Autoriti Monetari Brunei Darussalam**  
**Level 7, Ministry of Finance and Economy Building**  
**Commonwealth Drive**  
**Brunei Darussalam**  
**Tel: 2380007**

**13. Where can I get further information?**

- For further information on similar plan, you may check our website at [www.takafulbrunei.com.bn](http://www.takafulbrunei.com.bn) or go to the nearest counters or branches.

**IMPORTANT NOTE:**

*Comprehensive Home  
Package Takaful*

**YOU MUST ENSURE THAT YOUR PROPERTY IS COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT TAKAFUL BRUNEI AM DIRECTLY FOR MORE INFORMATION.**

*The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on Takaful Brunei Am Sdn Bhd. The final terms and conditions are as stipulated in the Takaful certificate after Takaful Brunei Am Sdn Bhd's assessment.*