

# PUBLIC LIABILITY CERTIFICATE WORDING

Takaful Brunei Am Sdn Bhd Unit 9 & 10 Spg. 493 Kg. Beribi, Jln Gadong BE 1118 Negara Brunei Darussalam

(673) 2442222 (673) 2451808



WHEREAS the Participant named in the Schedule hereto and carrying on the business described in the Schedule and no other for the purpose of this Takaful, by proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to Takaful Brunei Am Sdn Bhd for the Takaful hereinafter contained and has paid or agreed to pay the Takaful Contribution stated in the said Schedule as consideration for such Takaful

NOW THIS CERTIFICATE WITNESSETH that subject to the terms, exclusion, limits and conditions contained herein or endorsed hereon, Takaful Brunei Am Sdn Bhd will indemnify the Participant against:

- (A) All sum which the Participant shall become legally liable to pay as damages or compensation in respect of:
  - 1) Bodily injury to or illness of any person
  - 2) Loss or damage to property

Occurring within the Territorial Limits specified in the Schedule during the Period of Takaful as a result of an accident and happening or caused in connection with the business

#### Business means:

- (i) The ownership, maintenance or use of the premises which are specified in the Schedule
- (ii) Operations of the Participant which are specified in the Schedule including related activities
- (iii) The provision and management of canteen, social, sports and welfare organisations for the benefit of employee
- (iv) First aid fire ambulance services in relation to the above-mentioned premises and operations; and
- (v) Private work carried out by any employee of the Participant for any individual or organisation qualifying as a Participant as specified in the Schedule

With regards to directors or non-manual employees of the Participant who are normally resident within Territorial Limits specified in the Schedule, the indemnity will extend to cover their activities within the scope of their duties while temporarily engaged elsewhere but excluding United State of America, its territories or possessions of Canada

- (B) All costs and expenses of litigation
  - 1) Recovered by any claimant against the Participant
  - 2) Incurred with the written consent of Takaful Brunei Am Sdn Bhd

in respect of a claim against the Participant for damages or compensation to which the indemnity expressed in this Certificate applies

## LIMITS OF INDEMNITY

Provided always that the liability of Takaful Brunei Am Sdn Bhd for damages or compensation and all costs and expenses of litigation in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not in the aggregate exceed the amount specified in the Schedule as the Limit of Indemnity peroccurrence nor shall the liability in the aggregate in respect of all events occurring during the Period of Takaful exceed the amount specified in the Schedule as the Aggregate Limit of Indemnity for the Period of Takaful.

All bodily injury and property damage during the Period of Takaful resulting from an occurrence shall be deemed to have taken place wholly during the Period of Takaful in effect at the time of the commencement of the first of such bodily injury or property damage resulting from such occurrence

In the event of any bodily injury or property damage arising from continuous of intermittent or repeated exposure to substantially the same general harmful conditions including but not limited to continuous, intermittent or repeated inhalation, ingestion, or application of any substance, and/or where the Participant and Takaful Brunei Am Sdn Bhd cannot agree as to when the bodily injury or property damage took place, then:

- a) Bodily injury will be deemed to have taken place when the claimant first consulted a qualified medical practitioner in respect of such injury and
- b) Property damage will be deemed to have taken place when it first became evident to the claimant, even if the cause was unknown

#### **EXCLUSIONS**

This Takaful does not apply to:

- (a) Bodily injury or property damage arising out of deliberate, willful intentional non-compliance with any statutory provisions or disregard of the Participant's technical or administrative management instructions relating to safety and prevention of accidents
- (b) Bodily injury or property damage expected or intended from the standpoint of the Participant. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property
- (c) Bodily injury or property damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular rising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above
- (d) Bodily injury or property damage arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsion of nature and atmospheric disturbance
- (e) Bodily injury or property damage or any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof:
  - (iii) Any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or production or storage or handling of nuclear fuel or nuclear waste or
  - (iv) Any other premises or facilities eligible for takaful or insurance by any local nuclear pool and / or association

- (f) Bodily injury or property damage for which the Participant is obligated to pay compensation by reason of the assumption of a liability in a contract or agreement which liability would not attach in the absence of such contract or agreement
- (g) Any obligation of the Participant under laws relating to workmen's compensation, disability benefits, occupational injury or illness unemployment compensation or any similar law
- (h) Bodily injury to an employee of the Participant or other person under contract of service or apprenticeship with the Participant arising out of and in the course of the relationship with the Participant, or to spouse, child, parent, brother or sister or that employee or other person as a consequence of such bodily injury to that employee or other person

These exclusions apply whether the Participant may be liable as an employer or in any other capacity and to any obligation to share compensation because of the injury

- (i) Bodily injury or property damage caused by or in connection with or arising from the ownership, possession or use by or on behalf of the Participant of any trailer or motor vehicle for which compulsory motor liability takaful or insurance is required to be taken. However, this exclusion does not apply to liability in respect of the loading, unloading collection of goods on to or from such trailer or motor vehicle
- (j) Bodily injury or property damage arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft or watercraft owned of operated by or rented or loaned to the Participant
- (k) Bodily injury or property damage arising out of the transportation of materials and/or hazardous/dangerous/noxious substances outside the Participant's premises
- (I) Bodily injury or property damage arising out of the rendering of or failure to render any service of a professional nature, including but not limited to the rendering of or failure to render:
  - (i) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith
  - (ii) Any service or treatment intended to be conducive to health
  - (iii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances
  - (iv) Professional services by architects, engineers, surveyors, accountants, lawyers agents or brokers, or
  - (v) Data processing services
- (m) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants, or any loss, cost, or expense arising out of any direction or request, whether governmental or otherwise, that the Participant evaluate, test for, monitor, clean up, remove, control, contain, treat, detoxify or neutralize pollutants
- (n) Bodily injury or property damage arising out of asbestiform talc, asbestos, diethystibesterol, dioxin, intrauterine device, oral contraceptive, swine-flu vaccine, tobacco or tobacco products, urea formaldehyde or any liability due to the effects of acquired immune deficiency syndrome or hepatitis B
- (o) Any liability arising out of loss of pure financial nature such as loss of goodwill or loss of market

- (p) Any liability arising out of all personal injuries such as libel, slander, defamation, false arrest, wrongful eviction, wrong detention and mental injury anguish or shock resulting therefrom
- (q) Any liability arising out of infringement of plans, copyright, patent, trade mark, registered design
- (r) Any liability in respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages
- (s) Property damage to participant's product arising out of it or part of it

#### Participant's product:

- (i) Means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the Participants others trading under the Participant's name, or a person or organization whose business or assets the Participant has acquired
- (ii) Means containers (other than motor vehicles), materials, parts or equipment furnished in connection with such goods or products
- (iii) Includes warrantees or representations made at any time with respect to the fitness, quality or performance of any of the items included in the first two subdivisions of this section and instruction or advice on the nature, uses or storage of the Participant's products provided by or on behalf of the Participant; and
- (iv) Does not include vending machines or other property rented to or located for the use of others but not sold
- (t) Property damage to the Participant's work arising out of it or any part of it. Participant's work:
  - (i) Means work or operations performed by or on behalf of the Participant
  - (ii) Means materials, parts or equipment furnished in connection with such work or operations:and
  - (iii) Includes warrantees or representations made at any time with respect to the fitness, quality, durability, or performance of any of the items included in (i) or (ii) above, and instructions or advice on the nature, use or storage of the Participant's work provided by or on behalf of the Participant
- (u) Liability claimed for any loss, cost or expenses incurred by the Participant or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Participant's product, or the Participant's work; if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it
- (v) Bodily injury or property damage occurring away from premises owned or rented by the Participant and arising out of the Participant's product or the Participant's work except:
  - (i) Products that are still in the Participant's physical possession: or
  - (ii) Work that has not yet been completed or abandoned

## (w) Property damage to:

- (i) Property owned, rented or occupied by the Participant
- (ii) Premises the Participant sells, gives away or abandons, if the property damage arises out of any part of those premises
- (iii) Property loaned to the Participant
- (iv) Personal property being loaded or unloaded (onto or from any aircraft, watercraft or motor vehicle) by the Participant if the property damage arises out of the loading or unloading
- (v) That particular part of any property on, at or with which the Participant or any contractors or subcontractors working directly or indirectly on the Participant's behalf are performing operations, if the property damage arises out of those operations; or
- (vi) That particular part of any property that must be restored repaired or replaced because the Participant's work was incorrectly perform on it
- (vii) Property damage to land, buildings or other structure caused by vibration, pile-driving, subsidence, or demolition or resulting from removal or weakening of support or claims arising in consequence of such property damage

## **Person Covered**

The indemnity provided hereunder also extends to protect:

- (i) Where the Participant is an individual, the Participant and Participant's spouse, but only with respect to the conduct of the Participant's business
- (ii) Where the Participant is a partnership or joint venture, the Participant's members, partners in the Participant partnership or joint venture, and their spouses but only with respect to the conduct of the Participant business; or
- (iii) Where the Participant is an organization other than a partnership or joint venture, the Participant's executive officers and directors but only with respect to their duties as the Participant's officers or directors. The Participant's stockholders are also protected but only with respect to their liability as stockholders

Provided however, that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Certificate as though they were the Participant

Each of the following is also a Participant:

- 1. The Participant's employees, other than the Participant's executive officers, but only for acts within the scope of their employment by the Participant. However, none of these employees is covered for:
  - (a) Bodily injury to the Participant or to a co-employee while in the course of his or her employment, or
  - (b) Bodily injury arising out of his or her providing or failing to provide professional health care or other professional services, or

- (c) Property damage to property owned or occupied by or rented or loaned to that employee, any of the Participant's other employees or any or the Participant's partners or members in case of a partnership or joint venture
- 2. Any person or organization having proper temporary custody of the Participant's property if the Participant dies, but only with respect to liability arising out of the maintenance or use of that property and until the Participant's legal representative has been appointed
- 3. The Participant's legal representative if the Participant dies, but only with respect to duties as such. That representative will have all the Participant's rights and duties under this Certificate

No person or organisation is a Participant with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Participant in the Schedule

Each person or party indemnified hereunder is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Participant) subject to Takaful Brunei Am Sdn Bhd total liability not exceeding the Limits of Indemnity stated in the Schedule regardless of the number of

- (i) Participant;
- (ii) Claims made or suits brought; or
- (iii) Persons or organization making claims or bringing suits

## INDEMNITY TO PRINCIPAL

If any claim shall be made against any Principal with whom the Participant shall have entered into the contract, for bodily injury or property damage and if such claim would have been admissible under this Certificate if made against the Participant direct, then in such a case Takaful Brunei Am Sdn Bhd will, subject to the limits, terms and conditions of this Certificate, indemnify the Principal against his legal liability for such claim provided that

- (a) Takaful Brunei Am Sdn Bhd shall retain solely the conduct and control of the claim; and
- (b) Takaful Brunei Am Sdn Bhd shall not be liable to grant indemnity hereunder when the Principal has himself or by his employees or agents been guilty of any negligence or other default

## **EXCESS**

Takaful Brunei Am Sdn Bhd will be liable for damages or compensation and related costs and expense of litigation payable under the terms and conditions of this Certificate, only to the extent the aggregate of such amounts arising out of one occurrence exceeds the amount of Excess specified in the Schedule. The Participant shall bear for his own account the damages and compensation and related cost and expenses up to the amount of the said Excess per occurrence

#### JURISDICTION

Takaful Brunei Am Sdn Bhd will not indemnify

- (a) Any claims for damages or compensation for bodily injury or property damage unless the suit is initiated in or initial judgment obtain from a court of competent jurisdiction within Negara Brunei Darussalam
- (b) Costs and expenses of litigation related to the claim unless these are incurred in and recoverable in terms of the judgment within Negara Brunei Darussalam

All claims under this Certificate shall be determined in accordance with the laws of the country where the accident within the Territorial Limits specified in the Schedule

#### CONDITIONS

- 1. This Certificate, the Proposal Form and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached to any part of this Certificate or the Schedule shall bear such specific meaning wherever it may appear
- 2. Condition Paramount: The due observance and fulfillment of the terms and conditions of this Certificate insofar as they relate to anything to be done or not to be done by the Participant, and the truth of all statements and information supplied to Takaful Brunei Am Sdn Bhd by the Participant will be conditions precedent to any liability of Takaful Brunei Am Sdn Bhd to make any payment under this Certificate
- 3. Every notice or communication to be given or made under this Certificate shall be delivered in writing to Takaful Brunei Am Sdn Bhd's Head office or to the Participant at the address shown in the Schedule as the case may be. If notice is mailed, proof of mailing shall be sufficient proof of notice. Notice to agent does not constitute notice to Takaful Brunei Am Sdn Bhd
- 4. All statement made in the proposal for this Certificate and any material submitted therewith or required are the basis of this Certificate. The Participant shall give notice immediately of any fact, event or circumstance with materially changes the aforesaid information and Takaful Brunei Am Sdn Bhd may amend the terms of this Certificate where it deems appropriate
- 5. This Certificate contains all the agreements between the Participant and Takaful Brunei Am Sdn Bhd concerning Takaful afforded. The Participant first named in the Schedule issued by Takaful Brunei Am Sdn Bhd and made a part of this Certificate
- 6. Takaful Brunei Am Sdn Bhd may examine the Participant's books and records in so far as they relate to this Takaful at any time until three (3) years after expiry of the Certificate or one (1) year after the final settlement of all claims arising under the Certificate whichever be later. Takaful Brunei Am Sdn Bhd may also at any time make an inspection or survey of the business without undertaking any responsibility to do so or as a consequence thereof
- 7. The Participant shall take all reasonable care to prevent accidents and shall maintain the premises, plant and everything used in the business covered in proper repair, employ only competent employees and comply with all statutory obligations and regulations imposed by any authority. The Participant shall forthwith make good or remedy any defect or danger which becomes apparent, take reasonable action at its own expense to trace, recall or modify any product containing such defect or danger, and take such additional precautions as the circumstances may require
- 8. Where any part of the takaful Contribution is calculated on estimates, the Participant shall within one (1) month from the expiry of each Period of Takaful furnish such details as Takaful Brunei Am Sdn Bhd may require and the Contribution for such period shall be adjusted subject to any minimum Contribution stated in the Schedule
- 9. If at the time any claim arises under this Certificate there be any other takaful or insurance covering the same liability, then Takaful Brunei Am Sdn Bhd shall not be liable under this Certificate to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith
- 10. This Takaful Certificate may be cancelled by the Participant by giving fourteen (14) days written notice to Takaful Brunei Am Sdn Bhd provided no claim has occurred in the current Period of Takaful. Takaful Brunei Am Sdn Bhd shall retain in the General Takaful Fund the Takaful Contribution the Participant have paid on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to the Participant after deduction of the wakalah fee and the service charge for the cancellation. Cancellation will take effect from the date the current Takaful Certificate, the Schedule and

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the Certificate of Takaful are received by Takaful Brunei Am Sdn Bhd. This Takaful may also be cancelled at the option of Takaful Brunei Am Sdn Bhd by giving fourteen (14) days written notice by registered post to the Participant at the Participant last known address. If the Participant are entitled to a refund this will be given to the Participant

- 11. The Participant must notify Takaful Brunei Am Sdn Bhd immediately of an occurrence which may result in a claim such notice should include:
  - (a) How, when and where the occurrence took place
  - (b) The names and addresses of any injured persons and witnesses and
  - (c) The nature and location of any injury or damage arising out of the occurrence

## The participant must:

- (i) Notify Takaful Brunei Am Sdn Bhd of any impending prosecution, inquest of fatal accident enquiry
- (ii) Give prompt notice to Takaful Brunei Am Sdn Bhd of any claim or suit brought against the Participant
- (iii) Immediately send Takaful Brunei Am Sdn Bhd copies of any demand, letter, writ, claim, process, notice, summons or legal paper received in connection with the claim or suit
- (iv) Retain unaltered and unrepaired any machinery, plan, appliances or things in any way causing or connected with any event which might give rise to a claim under this Certificate for such time as Takaful Brunei Am Sdn Bhd may reasonably require
- 12. No admission, offer, promise, payment of indemnity shall be made or given by on behalf of the Participant without the written consent of Takaful Brunei Am Sdn Bhd. Upon Takaful Brunei Am Sdn Bhd's request, the Participant must
  - (a) Authorise Takaful Brunei Am Sdn Bhd to obtain records and other information
  - (b) Cooperate with Takaful Brunei Am Sdn Bhd in the investigation, settlement or defence of the claim or suit and
  - (c) Assist Takaful Brunei Am Sdn Bhd in the enforcement of any right against any person or organization which may be liable to the Participant because of injury or damage to which this Takaful may also apply

Takaful Brunei Am Sdn Bhd will have the right, but in no case the obligation, to take over and conduct in the name of the Participant, the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claims, may relinquish the same. All amounts expanded by Takaful Brunei Am Sdn Bhd in the defence, settlement or payment of any claims will reduce the limits of Indemnity in accordance with the aforementioned clause. In the event that Takaful Brunei Am Sdn Bhd, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by Takaful Brunei Am Sdn Bhd in the exercise of such right will serve to modify or expand in any manner. Takaful Brunei Am Sdn Bhd's liability or obligations under this Certificate beyond what Takaful Brunei Am Sdn Bhd's liability or obligations would have been had it not exercised its rights under this condition

- 13. Takaful Brunei Am Sdn Bhd may in the case of any claim or number of claims in respect of or arising out of any occurrence pay to the Participant, the amount of Takaful Brunei Am Sdn Bhd's applicable Limit of Indemnity or any lesser amount for which the claim or claims can be settled and Takaful Brunei Am Sdn Bhd will thereafter be under no further liability in respect thereof
- 14. If Takaful Brunei Am Sdn Bhd shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been made the subject

matter suit in a Court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

- 15. Takaful Brunei Am Sdn Bhd shall not be liable to make any payment under this Certificate in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement of device whether by the Participant or by any person on behalf of the Participant and/or if the Takaful has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Participant
- 16. The Takaful Contribution must be paid to Takaful Brunei Am Sdn Bhd or to Takaful Brunei Am Sdn Bhd authorised agent(s) at the time of issue of the Cover Note, Takaful Certificate and the Schedule, the Certificate of Takaful, extension(s), renewal, endorsement(s) (as the case may be) UNLESS Participant are given a specific grace period by Takaful Brunei Am Sdn Bhd

If Participant are given a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Takaful Brunei Am Sdn Bhd within that grace period the Takaful Certificate if it has come into effect will be automatically cancelled and Takaful Brunei Am Sdn Bhd are entitled to claim pro-rata Takaful Contribution from Participant for the period of Takaful Brunei Am Sdn Bhd were on risk subject to a minimum of B\$50.00

- 17. All differences arising out of this Certificate shall 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 arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties, or in case in the arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against Takaful Brunei Am Sdn Bhd. The cost of and connected with the arbitration shall be at the discretion of the arbitrator, arbitrators or Umpire. The seat of arbitration shall be Brunei Darussalam and the laws of Brunei Darussalam shall apply to the arbitration
- 18. In the event of any payment under this Certificate, if the Participant has the rights to recover all or part of any payment Takaful Brunei Am Sdn Bhd has made under this Certificate, those rights are transferred to Takaful Brunei Am Sdn Bhd to the extent of its payment. The Participant must do nothing to impair such rights. At Takaful Brunei Am Sdn Bhd's request, the Participant will bring suit or transfer those right to Takaful Brunei Am Sdn Bhd and help Takaful Brunei Am Sdn Bhd enforce them
- 19. The Participant's rights and duties under this Certificate may not be transferred without Takaful Brunei Am Sdn Bhd's written consent except in the case of death of an individual named Participant
- 20. This Certificate does not cover any liability loss or destruction or damage caused by or as a result of any unlawful act(s) or purposes by law and/or such act(s) prohibited by law and/or for Shariah

#### 21. Takaful Principles and Distribution of Underwriting Surplus

## Tabarru'

The Participant hereby entrusts to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

### Wakalah

The Participant hereby appoints Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, the Participant agrees to

give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services.

## Distribution of Underwriting Surplus

The Participant hereby understands and agrees that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Am Sdn Bhd and accordance to Shariah principles which shall give benefits to the Participant and the said Takaful Fund.

The Participant also understands that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to the Participant as hibah upon renewal of this Takaful Certificate PROVIDED THAT the Participant has not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If there is no renewal on this Takaful Certificate, the Participant further agrees that there is no underwriting surplus shall be distributed to the Participant and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

#### **ENDORSEMENT**

The following Endorsement only apply to this certificate when specially mentioned in the Schedule and are subject otherwise to the Terms of this Certificate

#### PL1- FIRE AND EXPLOSION ENDORSEMENT

This Certificate shall apply also to accidental loss of or damage to property, as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler, vessel or apparatus designed to operate under steam pressure) provided that the Participant shall have taken reasonable precautions to comply with all legal requirement relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises

## PL2- CAR PARK CLAUSE

This Certificate extends to cover the Participant legal liability in respect of accidental loss or accidental damage to any vehicle owned by or in the charge of guests or visitors whilst garaged or parked in or on the Participant's premises and to loss or damage to any contents of any accessories on such vehicles provided the vehicles are locked and properly secured

#### PL3- FOOD AND DRINK ENDORSEMENT

It is hereby declared and agreed that the indemnity granted by this Certificate applies to the Participant's legal liability for bodily injury (including illness) and loss of or damage to property (both as defined in the Certificate) cause by or attributable to food and drinks sold or supplied or provided by the Participant

It is further declared that:

- (a) The indemnity granted by this endorsement shall not apply to any claim for injury or disease fatal or otherwise sustained or contracted by any animal
- (b) The liability of Takaful Brunei Am Sdn Bhd under this is limited in any one Period of Takaful to the amount of the limit of liability stated in the Schedule of the Certificate