

IKHLAS EMPLOYER'S LIABILITY CERTIFICATE

WHEREAS the Participant carrying on the Business described in Schedule and no other for the purpose of this coverage by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the coverage hereinafter contained and has paid or agreed to pay the Contribution as consideration for such coverage.

NOW THIS CERTIFICATE WITNESSETH that if any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the Business.

THE COMPANY will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate) indemnify the Participant against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all cost and expenses incurred with its written consent.

THE COMPANY will also in the event of the death of the Participant legal personal representatives in the Terms of this Certificate in respect of liability incurred by the Participant provided that such personal representatives shall as though they were the Participant observe fulfill and be subject to the Terms of this Certificate in so far as they can apply.

EXCEPTIONS

The Company shall not be liable under this Certificate in respect of

- (a) the Participant's liability to employees of contractors to the Participant.
- (b) any liability's of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party .
- (d) any injury by accident or disease sustained outside the Geographical Area.
- (e) any liability of the Participant to pay compensation to an employee or to legal personal representatives or dependents of an employee by virtue of any workmen's compensation law.
- (f) any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) nuclear weapons material
 - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

1. This Certificate and the Schedule shall be read together as one contract any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfillment of the Terms of this Certificate in so far as they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company 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 the Company.

4. The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence which may give rise to a claim under this Certificate the Participant shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Participant shall have knowledge of any impending prosecution inquest of fatal inquiry in connection with any such occurrence.
6. No admission offer promise or payment shall be made by or on behalf of the Participant without the written consent of the Company which shall be entitled if it so desires to take over or conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Company may require.
7. If at the time any claim arises under this Certificate there be any other insurance/takaful covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
8. The first contribution and renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each Period of Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Takaful within one month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by a further proportionate payment to the company or by a refund by the Company as the case may be.
9. This Takaful may be terminated at any time at the request of the Participant, in which case the Company will refund the balance of the General Risk Investment Account (GRIA) for the unexpired period of cover, plus surplus, if any, less related expenses. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Participant at his last known address, in which case the Company shall be liable to repay.

Note : A handling fee of RM10.00 will be charged in the event of cancellation made by Participant.

10. 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 calendar month after having been required in writing so to do by either of the parties or in case 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 and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. If at the end of the Period of Takaful stated in the Schedule there is a net surplus in the Company's General Risk Investment Account (GRIA) Fund, the net surplus shall be shared between the Participant and the Ta'awuni Account Pool (TAP) in the proportion as provided for in the Proposal Form and declaration therein provided always that the Participant has not incurred any claim and/or not received any benefits under this Certificate whilst it is in force.
12. This Certificate and the Proposal all endorsements hereon including the schedules hereto shall be construed in accordance with the laws of Malaysia.

In the event that there is a conflict between a term in the Proposal and a term in the Certificate herein, the provision in the Certificate shall prevail in so far as it relates to the matters set fourth in the Certificate.

THIS CERTIFICATE IS SUBJECT TO THE FOLLOWING

W232 CONTRIBUTION WARRANTY (30 days)

It is a fundamental and absolute Special Conditions of this contract of takaful that the contribution due must be paid and received by the Company within thirty (30) days from the inception date of this certificate.

If this condition is not complied with, then this contract is automatically cancelled and the Company shall be entitled to the pro rata contribution for the period they have been on risk.

Where the contribution payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the contribution payable was received by a person, including a takaful agent, who was not authorised to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

WC1 JURISDICTION

The Takaful provided herein shall apply only to judgments that are delivered by or obtained from a court in MALAYSIA. Furthermore the Takaful shall not apply to any judgment or order obtained in MALAYSIA for the enforcement of a judgment obtained elsewhere.

Subject otherwise to the terms and conditions of this Certificate.

WC2 LIMITS OF INDEMNITY

Notwithstanding anything herein contained to the contrary, the total amount payable by the Company for compensation and all costs and expenses in respect of

- a) any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed RM _____ irrespective of the number of employees who may sustain personal injury consequent on or attributable to the same source or original cause.
- b) all personal injury caused during any one Period of Takaful, irrespective of the number of employees who may sustain personal injury, shall not exceed RM _____

For the purpose of establishing the total amount payable by the Company in respect of one Period of Takaful, it is understood that for any claim where personal injury is caused during a period which extends outside such Period of Takaful, the amount of compensation costs and expenses indemnifiable arising out of claim shall be limited to no more than proportion of the total amount of compensation, costs and expenses for the claim as the length of such Period of Takaful (or par thereof as applicable) bears to the total length of the period during which such personal injury is caused.

Subject otherwise to the terms and conditions of this Certificate.

WC3 INTERPRETATION OF BUSINESS – EXCLUDING OFFSHORE WORK

For the purpose of this Certificate it is understood and agreed that Business shall not include any work undertaken on any offshore rig or platform nor any work related travel undertaken on any vessel or aircraft to or from any offshore rig or platform.

Subject otherwise to the terms and conditions of this Certificate.

CLAUSES/ENDORSEMENT/WARRANTIES **(Not included in the Certificate unless specified in the Schedule)**

WC 4 WORK AWAY CLAUSE

This certificate is extended to include the Participant's liability as within defined in respect of accidents arising out of the engagement of the actual progress of work undertaken by the Participant or the service of the Participant in course of the business within the Territorial Limits but away from the defined premises.

Subject otherwise to the terms and conditions of this Certificate.

WC 5 TEMPORARY VISITS OVERSEAS CLAUSE

Notwithstanding anything in the within Certificate contained to the contrary, this Certificate extends to cover legal liability of the Participant as within defined in respect of travel out of the territorial limits anywhere in the world except the United States of America and Canada by Employees and/or Directors of the Participant.

Subject otherwise to the terms and conditions of this Certificate.

WC 6 LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that his takaful will not be prejudiced by any inadvertent delays errors or omission in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Certificate.

Provided that

- a) the loss/damage must be fully substantiated
- b) the Company's Liability shall not be increased by such delays, errors or omission
- c) in no circumstances shall the Company be liable for any loss or damage not notified to them within thirty days (30) after the event giving rise to a claim

Subject otherwise to the terms and conditions of this Certificate.

WC 7 CROSS LIABILITY CLAUSE

The inclusion for more than one corporation, person, organisation, firm or entity as a Named Schedule in this Certificate shall not in anyway effect the rights of any such corporation, person, organisation, firm or entity either as respects any claim, demand, suit or judgment made or brought by, or in favour of any other Named Participant, or by, or in favour, of any employee of such other Participant. This Certificate shall insure each corporation, person, organisation, firm or entity in the same manner as though a separate certificate has been issued to each; but nothing herein contained shall operate to increase the Company's liability as set forth elsewhere in this Certificate beyond the amounts for which the Company would have been liable if only one person or interest had been named as Participant.

Subject otherwise to the terms and conditions of this Certificate.

WC 8 CO INSURANCE CLAUSE

This Certificate issued on a coinsurance basis and any reference to the term 'the Company' appearing in the schedule of this Certificate or in any endorsement attached hereto shall mean the Companies specified in the Certificate schedule each of which severally agrees to indemnify the Participant in the event of loss as within defined for the proportion set against its name or such other proportion as may be substituted therefore by memorandum signed by or on behalf of the Companies.

Subject otherwise to the terms and conditions of this Certificate.

WC 9 EMPLOYEES TO EMPLOYEES ENDORSEMENT

If any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant n the Business stated in the Schedule the Company will at the request of the Participant indemnify any other employee of the Participant engaged in such Business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he were the Participant observe, fulfill and be subject to the terms of the Certificate in so far as they can apply.

Subject otherwise to the terms and conditions of this Certificate.

WARRANTIES

W2

This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:- Lathes, Frat-saws, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws,

Subject otherwise to the terms and conditions of this Certificate.

W15

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) the construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than mortar mills, atone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
- (b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundation to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Participant and forms part of a contract for reconstruction, alteration or repair).
- N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
- (c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any welt sinking, other than artesian or tube wells.
- (d) blasting operations, quarrying or sand or gravel getting.

Subject otherwise to the terms and conditions of this Certificate.

W60

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Certificate the indemnity herein granted is extended to cover the legal liability of the Participant to workmen in the employment of sub-contractors performing work for the Participant while engaged in the business and occupation in respect of which within certificate is granted, but only so far as regards claims under

The Workmen's Compensation Ordinance 1952
(Federation of Malaya)
and
Common Law Only

including subsequent amendments to the said Ordinance and Enactment passed prior to the date of this endorsement. The contribution in respect of such extended insurance to be calculated as follows.

At the rate on the total
earnings during each period of insurance
of workmen engaged by such sub-contractors.

It is further declared and agreed that the Company shall not be liable for any claim arising in connection with any workmen employed by nominated sub-Contractor(s) through an agreement entered into directly between the Principals and the nominated Sub-Contractor(s),

Subject otherwise to the terms and conditions of this Certificate.

W77

In consideration of contribution being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the Workmen's Compensation Ordinance, 1952, Workmen's Compensation (Amendment) Ordinance, 1956, Workmen's Compensation (Amendment) Act 1976, Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981 It is hereby agreed that the within Certificate is extended to indemnify the Participant in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of this Certificate.

W85

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) the use of explosives;
- (b) the making of sewers or other excavations exceeding in any part a depth of 10 ft. from the surface.
- (c) tunneling.

Subject otherwise to *the* terms and conditions of this Certificate.

W86

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) the use of explosives;
- (b) quarrying;

Subject otherwise to the terms and conditions of this Certificate.

W192

This Certificate does not indemnify the Participant in respect of any claim arising in connection with felling, sawing or carting of trees other than light trees not exceeding 20 feet in height to be used for scaffolding or carrying poles.

Subject otherwise to the terms and conditions of this Certificate.

W194

In consideration of contribution being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Participant in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Participant and such Contractors or workmen engaged by such Contractors.

Subject otherwise to the terms and conditions of this Certificate.

W197

In consideration of contribution being paid on the total payments made to Contractors the Company agrees that the defence will not be raised to a claim to compensation under the Workmen's Compensation Laws mentioned in the within certificate and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workman within the meaning of the said Workmen's Compensation Laws.

Subject otherwise to the terms and conditions of this Certificate.

W231

Notwithstanding anything stated to the contrary in this Certificate, and subject to Condition 8 being deleted in this Certificate, it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby covered corresponding to the period of certificate, the liability of the Company in respect of any claim under this Certificate shall be proportionately reduced and the Participant shall be considered as his own takaful operator for the difference.

Subject otherwise to the terms and conditions of this Certificate.

IMPORTANT NOTICE

The Certificate holder can seek redress against unfair market practices by the Company; in writing, to the following service bureaus :

- 1) Mediator,
insurance Mediation Bureau
4th Floor, Wisma Harwant
106, Jalan Tuanku Abdul Rahman
50100 Kuala Lumpur
Tel : 03-26939623 / 26939419
Fax : 03-26936816

OR

- 2) Customer Services Bureau
Bank Negara Malaysia
Peti Surat 10922
Jalan Dato' Onn
50480 Kuala Lumpur

Tel: 03-26988044
Fax : 03-26912990

stating clearly the complaints, name of insurance/takaful company, insurance/takaful Certificate number and to forward copies of the correspondence between the Certificate holder and the Insurer/takaful operator (if any).