



TAKAFUL IKHLAS GENERAL BERHAD (1233870-A)

IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No.8, Jalan Kerinchi, 59200 Kuala Lumpur
T: +603-2723 9696 F: +603-2723 9998 **Website:** www.takaful-ikhlas.com.my
(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

IKHLAS ERECTION ALL RISKS TAKAFUL CERTIFICATE

Whereas the Takaful Participant named in the Schedule hereto has made to the Takaful Ikhlas General Berhad (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Takaful Participant for the purpose of this Takaful Certificate is deemed to be incorporated herein.

Now this Takaful Certificate witnessed that subject to the Takaful Participant having paid to the Company the Takaful Contribution mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Takaful Participant in the manner and to the extent hereinafter provided.

General Exclusions

The Company will not indemnify the Takaful Participant in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) willful act or willful negligence of the Takaful Participant or of his representative;
- d) cessation of work whether total or partial

In any action, suit or other proceeding where the Company allege that by reason of the provisions of Exclusion a) above any loss, destruction, damage or liability is not covered by this Takaful the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Takaful Participant.

Period of Cover

The liability of the Company shall commence notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site and shall continue until immediately after taking over of after the first test operation or test loading is completed whatever is the earlier, but not beyond four weeks (unless otherwise agreed in writing) from the date of commencement of the test. If, however, a part of a plant or one or several machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts.

In the case of second-hand items, the Takaful hereunder shall, however, cease immediately on the commencement of the test.

At the latest the Takaful shall expire on the date specified in the Schedule. Any extensions of the Period of Takaful are subject prior written consent of the Company.

General Conditions

1. The due observance and fulfillment of the terms the repairs or replacement of any minor damage; of this Takaful Certificate is so far as they relate to anything to be done or complied with by the Takaful Participant and the truth of the statements and answers in the questionnaire and proposal made by the Takaful Participant shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Takaful Certificate and the expression "this Takaful Certificate" wherever used in this contract shall be read as including the Schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear,
3. The Takaful Participant shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
4. The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.
5. The Takaful Participant shall give immediate written notice to the company of any changes of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Takaful Participant has become affected.

All notices required to be given by the Takaful Participant to the Company must be in writing address to the Company and neither alteration in terms of this Takaful Certificate nor endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the company.

The Takaful Participant shall give notice to the Company of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against the Accident and/or incapacity.

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Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Takaful Certificate not limited to the Schedules or Proposal by giving the Takaful Participant sufficient days' notice on such amendments and changes.

6. Representative of the Company shall at any reasonable time have the right to inspect and examine the risk and the Takaful Participant shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.

The Takaful Participant shall immediately notify the Company by telephone or telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or Takaful Contribution shall, if necessary, be adjusted accordingly,

No material alteration shall be made or admitted by the Takaful Participant whereby the risk is increased, unless the continuance of the Takaful be confirmed in writing by the Company.

7. In the event of any occurrence which might give rise to a claim under this Takaful Certificate, the Takaful Participant shall
- a) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
 - b) take all steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
 - d) furnish all such information and documentary evidence as the company may require;
 - e) inform the police authorities in case of loss or damage due to theft or burglary, the Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within fourteen (14) days of its occurrence,

Upon notification being given to the Company under this condition, the Takaful Participant may carry out in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Takaful Participant is entitled to proceed with the repairs or replacement.

The liability of the Company under this Takaful Certificate in respect of any item sustaining damage shall cease if said item is not repaired properly without delay,

8. The Takaful Participant shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those covered under this Takaful Certificate) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Takaful Certificate, whether such acts and things shall be or become necessary or required before or after the Takaful Participant's indemnification by the Company.
9. If any difference shall arise as to the amount to be paid under this Takaful Certificate (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference of if they cannot agree upon a single Arbitrator to the decision of two Arbitrator, 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 Arbitrator do not agree, of an Umpire to be 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 the company.
10. If a claim is in respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or anyone acting on his behalf to obtain any benefit under this Takaful Certificate, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Takaful Certificate shall be forfeited.
11. If at the time any claim arises under the Takaful Certificate there be any other Insurance/ Takaful covering the same loss, damage or liability the Company shall not liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
12. Payment of any amount paid or made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.
13. This Takaful may be terminated at any time at the request of the Takaful Participant, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall be liable to repay on the same basis as described earlier.

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

14. Takaful Contribution allocated by the Takaful Participant as shown in the Schedule shall be placed in the Ta'awuni Account Pool (TAP) at inception to pay Wakalah Fee to Shareholders' Fund and Tabarru' to Risk Fund. The Company will manage the TAP according to the Wakalah principle as defined by the Company and in accordance with the Shariah principles

The Company will charge up to 30% of the Takaful Contribution as an upfront Wakalah fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help all Takaful Participants in time of misfortune.

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“Tabarru” means donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of the Company, Tabarru’ will be allocated into the Risk Fund.

“Takaful Business” means the business relating to the administration, management and operation of a Takaful Fund for its Takaful Participants which involve elements such as investments, savings and claims and Retakaful business and a reference to carrying on Takaful Business shall include all or any of the activities set out in paragraph 5(4)(a) of the Islamic Financial Services Act 2013.

“Wakalah” refers to a contract where a party, as principal (*muwakkil*) authorizes another party as his agent (*wakil*) to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, We are appointed as an agent (*wakil*) to carry out the Takaful Business and a Wakalah fee (*Ujrah*) to be paid to the Company.

15. The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the Risk Fund at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. If the amount due to Takaful Participant is less than the threshold, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful Participants. The threshold and the method and time of settlement of the surplus distribution shall be as defined in the Surplus Management Policy.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders’ Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund. If there is a deficit in the Risk Fund due to the Company’s negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

“Qard” shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.

16. Any contributions, fees and/or monies payable under this Takaful Certificate are subject to any taxes, levies, or charges imposed by relevant authorities in Malaysia unless otherwise stated.
17. In carrying out the mandate conferred on it by the Takaful Participants, the Company, may find it necessary to avail itself the services of third parties, therefore the Takaful Participants hereby authorise the Company to engage with the third party for the purpose and benefit of participants and Takaful Business.

Section I - Material Damage

The Company hereby agree with the Takaful Participant that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Takaful Participant in respect of such loss or damage as hereinafter provided by the payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as Takaful Participant hereby.

The Company will also reimburse the Takaful Participant for the cost of clearance of debris following upon any event giving rise to a claim under this Takaful Certificate provided a separate sum therefor has been entered in the Schedule.

Special Exclusion to Section I

The Company shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Takaful Participant in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack or performance, loss of contract;
- c) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;
- d) wear and tear, corrosion, oxidation, incrustation;
- e) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- f) loss discovered only at the time of taking an inventory.

Provisions Applying to Section I

Memo 1 - Sums Covered: It is a requirement of this Takaful that the sums covered stated in the Schedule (under items 1 and 2) shall not be less than the full value of each item at the completion of the erection, inclusive of freight, customs duties, dues, erection cost, and the Takaful Participant undertakes to increase or decrease the amounts of Takaful cover in the event of any material fluctuation in the level of wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Takaful Certificate by the Company.

If, in the event of loss or damage, it is found that the sums covered are less than the amounts required to be Takaful Participant, then the amount recoverable by the Takaful Participant under this Takaful Certificate shall be reduced in such proportion as the sums covered bear to the amounts required to be Takaful Participant. Every object and cost item is subject to this condition separately.

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Memo 2 - Basis of Loss Settlement: In the event of any loss or damage the basis of any settlement under this Takaful Certificate shall be

- a) in the case of damage which can be repaired the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b) in the case of a total loss - the actual value of the items immediately before the occurrence of the loss less salvage,

However, only to the extent the costs claimed had to be borne by the Takaful Participant and to the extent they are included in the sums Takaful Participant and provided always that the provisions and conditions have been complied with.

The Company will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been affected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Takaful Certificate.

Memo 3 - Extension of Cover: Extra charges for overtime, night work, work on public holidays, express freight are covered by this Takaful only if previously and specially agreed upon in writing.

Memo 4 - Surrounding Property: Loss of or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor(s) shall only be covered if occurring in direct connection with the erection, construction or testing of the items covered under Section I, item 4. This cover does not apply to construction/erection machinery and construction/erection plant and equipment.

Section II - Third Party Liability

The Company will indemnify the Takaful Participant up to but not exceeding the amounts specified in the Schedule against such sums which the Takaful Participant shall become legally liable to pay as damages consequent upon a) accidental bodily injury to or illness of third parties (whether fatal or not) b) accidental loss of or damage to property belonging to third parties occurring in direct connection with the erection, construction or testing of the items covered under Section 1 and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will in addition indemnify the Takaful Participant against a) all costs and expenses of litigation recovered by any claimant from the Takaful Participant, and b) all costs and expenses incurred with the written consent of the Company, provided always that the liability of the Company under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusion to Section II

The Company will not indemnify the Takaful Participant in respect of

- 1. the deductible stated in the Schedule to be borne by the Takaful Participant in any one occurrence;
- 2. expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Takaful Certificate;
- 3. liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is Takaful Participant under Section I, or members of their families;
 - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is Takaful Participant under Section I, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Takaful Participant to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Condition Applying to Section II

- 1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Takaful Participant without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Takaful Participant the defense or settlement of any claim or to prosecute for their own benefit in the name of the Takaful Participant any claim or to prosecute for their own benefit in the name of the Takaful Participant any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Takaful Participant shall give all such information and assistance as the Company may require.
- 2. The Company may so far as any accident is concerned pay to the Takaful Participant the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

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This Takaful Certificate is subject to the following Warranty/Clauses.

1. TAKAFUL CONTRIBUTION WARRANTY (sixty (60) days)

It is fundamental and absolute special condition of this Takaful that the Takaful Contribution due must be paid and received by the Company within sixty (60) days from the inception date of this Takaful Certificate/endorsement/renewal Takaful Certificate.

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

Where the Takaful Contribution payable pursuant to this warranty is received by an authorized agent of the Company the payment shall be deemed to be received by the Company for the purpose of this warranty and the onus of proving the Takaful Contribution payable was received such Takaful Contribution shall lie on the Company.

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

2. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property Damage covered under this Takaful Certificate shall mean physical damage to the substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Takaful Certificate:-

- a. Loss of or damage to data of software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of covered physical damage to the substance of property, shall be covered.
- b. Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data software or computer programs, and any business interruption losses resulting from such loss or damage.

3. TERRORISM EXCLUSION CLAUSE

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

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which form its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposed or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Takaful, the burden of proving the contrary shall be upon the Takaful Participant.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

IMPORTANT NOTICE

We care about the service that We provide for Our customers, and Our staff makes every effort to maintain as high a standard as possible. In the event that We do not meet Your expectations and You are dissatisfied in some way, We would like to know and would ask You to write to Our:

**Customer Relationship Management Department,
Takaful Ikhlas General Berhad,
IKHLAS Point, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

Tel: +603-27239696
Fax: +603-27239998
E-mail: complaints@takaful-ikhlas.com.my

For legal notices to be considered as properly served or any official correspondences, please send to:

**Takaful Ikhlas General Berhad,
IKHLAS Point, 9th Floor, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

Attention to: President and Chief Executive Officer

If you are not satisfied with the rejection or offer of settlement of a claim, you may appeal to the Company. If you are still not satisfied with the decision of the Company, you may then refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows.

Ombudsman for Financial Services (664393P)

Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 603-2272 2811
Fax: 603-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel : 1-300-88-5465 (1-300-88-LINK)
Fax : +603-2174-1515
E-mail: bnmtelelink@bnm.gov.my

**CLAUSES, ENDORSEMENTS AND WARRANTIES
(NOT APPLICABLE UNLESS SPECIFIED IN THE SCHEDULE)**

M01 STRIKE, RIOT AND CIVIL COMMOTION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, and subject to the Takaful Participant having paid the agreed extra Takaful Contribution this Takaful Certificate shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property Takaful 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 2 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 locked 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.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provision and conditions of the Takaful Certificate shall apply in all respects to the Takaful granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Takaful Certificate shall be deemed to include the perils hereby Takaful Participant against,
2. the following Special Conditions shall apply only to the Takaful granted by this extension, and the wording of the Takaful Certificate shall apply in all respects to the Takaful granted by the Takaful Certificate as if this Endorsement had not been made thereon.

Special Conditions

1. This Takaful shall not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d. consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Company are not relieved under b or c above of any liability to the Takaful Participant in respect of physical damage to the property Takaful Participant occurring before dispossession or during temporary dispossession.

2. This Takaful shall not cover 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 war be declared or not), civil war,
 - b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.
In any action, suit or other proceeding, where the Company allege 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 Takaful Participant.
3. This Takaful may at any time be terminated by the Company on notice to that effect being given by registered post at the Takaful Participant's last known address, in which case the Company shall be liable to repay a rateable proportion of the Takaful Contribution for the unexpired term from the date of termination.
4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Company during the period of cover of this Takaful Certificate shall be limited by twice the limit of indemnity any one occurrence.

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EM02 CROSS LIABILITY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, the Third Party Liability cover of the Takaful Certificate shall apply to the Takaful Participant parties named in the Schedule as if a separate Takaful Certificate had been issued to each party, provided that the Company shall not indemnify the Takaful Participant under this Endorsement in respect of liability for

- loss of or damage to items Takaful Participant or coverable under Section I of the Takaful Certificate, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been in under Workmen's Compensation and/or Employers' Liability Takaful.

The Company total liability in respect of the Takaful Participant parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

EM03 MAINTENANCE VISITS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, this Takaful shall be extended for the maintenance period specified in the schedule to cover solely loss of or damage to the contract works caused by the Takaful Participant contractor(s) in the contract in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

EM04 EXTENDED MAINTENANCE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, this Takaful shall be extended for the maintenance period specified in the schedule to cover loss of or damage to the contract works

- caused by the Takaful Participant contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the Takaful Certificate of completion for the for the lost or damaged section was issued.

EM05 TIME SCHEDULE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the following shall apply to this Takaful:

The construction and/or erection time schedule together with any other statements made in writing by the Takaful Participant for the purpose of obtaining cover under the Takaful Certificate as well as technical information forwarded to the Company is deemed to be incorporated herein.

The Company shall not indemnify the Takaful Participant in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Company had agreed in writing to such a deviation before the loss occurred.

EM06 OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, this Takaful shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the Takaful Participant's items recoverable under the Takaful Certificate.

If the sum(s) covered of the damaged item(s) is (are) less than the amount(s) required to be covered, the amount payable under this Endorsement for such extra charges shall be reduces in the same proportion.

EM07 AIRFREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, this Takaful shall be extended to cover extra charges for airfreight.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the Takaful Participant's items recoverable under the Takaful Certificate. Provided further that the maximum amount payable under this Endorsement in respect of airfreight shall not exceed the amount stated below during the period of Takaful.

EM08 STRUCTURES IN EARTHQUAKE ZONES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall only indemnify the Takaful Participant for loss, damage or liability arising out of earthquake if the Takaful Participant proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculation were based adhered to.

EM09 EXCLUSION OF EARTHQUAKE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall not indemnify the Takaful Participant for loss, damage or liability directly or indirectly caused by or resulting from earthquake.

EM10 EXCLUSION OF FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall not indemnify the Takaful Participant for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

EM11 SERIAL LOSSES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the following clause shall apply to this Takaful:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the Takaful Certificate deductible for each loss:

100% of the first 2 losses

80% of the 3rd loss

60% of the 4th loss

50% of the 5th loss

Further losses shall not be indemnified.

EM12 MANUFACTURER'S RISK

It is agreed and understood otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, exclusion under Special Exclusions to Section I of the Takaful Certificate shall be deleted and exclusion d replaced by the following wording:

"The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design."

EM13 GUARANTEE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid agreed extra contribution, this cover shall be extended for the guarantee period specified hereunder to cover solely loss of or damage to the covered items resulting from faults in erection, faulty design, defective material or casting, and/or bad workmanship, but excluding the costs the Takaful Participant would have incurred for rectifying the original fault had such fault been discovered before the loss occurred.

This extension shall not cover any loss or damage arising directly or indirectly from or in connection with fire, explosion and/or any Acts of God nor shall it cover any third party liability.

EM14 CONSTRUCTION / ERECTION MACHINERY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra contribution, **this cover**

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

EM15 USED MACHINERY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon

EM16 HYDROCARBON PROCESSING INDUSTRIES 1

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the following shall apply to this coverage:

As from the introduction of any hydrocarbons into the plant

1. a deductible of (as specified in the schedule) for Section 1 of the Takaful Certificate is applicable, which shall also apply in case of fire and explosion damage,
2. the Company shall not be liable for loss or damage to
 - a. catalysts unless included by endorsement
 - b. reforming units due to overheating or cracking of any tubes,
 - c. the covered plant due to overheating or cracking following an exothermic reaction,
 - d. the covered plant due to the prescribed techniques not being followed on purpose or due to the cutting out of safety devices,
 as well as for any liability resulting therefrom.

EM17 HYDROCARBON PROCESSING INDUSTRIES 2

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra contribution, lit (a) of para 2 under Special Condition 1 for Hydrocarbon Processing Industries shall be replaced by the following wording:

“catalyst unless such loss or damage is caused by an indemnifiable loss or damage to the covered plant and/or apparatus.”

EM18 FIRE-FIGHTING FACILITIES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall only indemnify the Takaful Participant for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:

1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times. Fully operative wet riser hydrants are installed up to one level below the highest current work level are sealed by temporary end caps.
2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.
3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lifts shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work.
4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.
5. A “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as but not limited to
 - grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen, or any other heat producing operations.

“Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot-work” is examined one hour after the work has finished.

6. Storage of material for the construction of erection shall be subdivided into storage units not exceeding the value stated in the schedule per storage unit. The individual storage units shall be either at least 50m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

7. A Site Safety Coordinator is appointed.
 - A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.
 - A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.
 - The contractor personnel are trained in fire-fighting and fire-fighting drills carried out weekly.
 - The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.
8. The site is fenced off and access controlled.

EM19 CAMPS AND STORES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall only indemnify the Takaful Participant for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded on the site during the last 20 years and the individual storage units are either at least 50m apart or separated by fire walls.

It is also agreed that Company shall indemnify the Takaful Participant for any one occurrence only up to a limit of indemnity for camps and each individual storage unit.

EM20 UNDERGROUND CABLES, PIPES AND OTHER FACILITIES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall only indemnify the Takaful Participant in respect of loss of damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Takaful Participant has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes a necessary steps to avoid damage to same.

Claims in respect of loss or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position as shown on the underground maps (drawings indicating the position of the underground stated under a below, whichever is the greater.

Claims in respect of loss or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible as stated in the schedule.

The indemnity shall in case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

EM21 CROPS, FORESTS AND CULTURES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon, the Company shall not indemnify the Takaful Participant for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

EM22 NUCLEAR FUEL ELEMENTS

EM23 DECONTAMINATION

EM24 REACTOR PRESSURE VESSEL WITH INTERNALS

EM25 OPEN TRENCHES DURING LAYING OF PIPELINES, DUCTS AND CABLES

EM26 LEAK SEARCH COSTS WHEN LAYING PIPELINES

EM27 INLAND TRANSIT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Contribution, Section I of this Takaful shall be extended to cover loss of or damage to the property Takaful Participant whilst in transit to the contract site other than on waterways or by air within the territorial limits as specified in Takaful Certificate schedule provided that the maximum amount payable under this Endorsement does not exceed the amount as specified in the schedule per conveyance.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

EM28 REINSTATEMENT OF LOSS

In consideration of the Takaful Participant undertaking to pay an additional Takaful Contribution at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of Takaful, it is agreed that in the event of loss the coverage hereunder shall be maintained in force for the full sum covered.

Subject otherwise to the Terms, Conditions and Exceptions of the Takaful Certificate.

EM29 LOSS NOTIFICATION (within thirty (30) days)

Notwithstanding anything contained herein to the contrary is agreed that this Takaful will not be prejudiced by any inadvertent delays, errors or omission in notifying the Takaful Operator of any circumstances or event giving rise or likely to give rise to a claim inside the Takaful 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. the burden of proving that a loss has occurred shall be upon the Takaful Participant.
- d. the Company's right to recover (in the name of the Takaful Participant or otherwise) from any responsible party for the loss shall not have been prejudiced.
- e. in no circumstances shall the Company be liable for any loss or damage not notified to them within 30 days after the event giving rise to a claim.

Subject otherwise to the terms and conditions of the Takaful Certificate.

EM30 REMOVAL OF DEBRIS (5% of Contract Value)

Debris removal following any loss or damage

The indemnify by this Section includes costs and expenses necessarily incurred by the Takaful Participant in

- a) removal and disposal of debris detritus and material foreign to the property covered.
- b) dismantling and/or demolishing of any part of the property covered whether damaged or not including temporary storage of dismantled or demolished property.
- c) shoring up propping and/or protecting any part of the property covered whether damaged or not.
- d) repairing or clearing drains, sewers, service mains and the like and/or dewatering.

The liability of the Company under this clause shall be in addition to the Sum Covered but shall not exceed 5% of Contract Value.

EM31 TAKAFUL CONTRIBUTION WARRANTY (sixty (60) Days)

It is a fundamental and absolute special condition of this contract of Takaful that the Takaful Contribution due must be paid and received by the Company within sixty (60) days from the inception date of this Takaful Certificate/endorsement/renewal Takaful Certificate.

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

Where the Takaful Contribution payable pursuant to this warranty is received by an authorized 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 Takaful Contribution payable was received by a person including an Takaful agent, who was not authorized to receive such Takaful Contribution shall lie on the Company.

EM32 VIBRATION, REMOVAL OR WEAKENING OF SUPPORT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Takaful Contribution, Section II of this Takaful shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Company will indemnify the Takaful Participant in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- the Company will indemnify the Takaful Participant in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;

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- the Takaful Participant if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property of land or building.

The Company will not indemnify the Takaful Participant in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction of work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users.
- the costs of loss prevention or minimization measures which become necessary during the period of Takaful.

EM33 DATE RECOGNITION CLAUSE

It is noted and agreed that this Takaful Certificate is hereby amended as follows:-

A. The Company will not pay for any loss or damage including loss of use with without physical damage, injury (including bodily injury), costs and expenses incurred 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 (micro chip), integrated circuit or similar device, or any computer software, whether the property of the Takaful Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:-

1. correctly recognize any date as its true calendar date;
2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar; 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

B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

C. It is further understood that the Company will not pay for any loss or damage including loss of use with of I ph damage , injury (including bodily injury) costs and expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Takaful Participant or for the Takaful Participant or by or for others to determine , rectify or test, any potential or actual failure, malfunction or inadequate described in A above.

D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its calendar date after the lost or damaged probably has been repaired.

Such loss or damage, injury (including bodily injury), costs and expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrent or in any other sequence to the same.

