



## 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 WORKMEN'S COMPENSATION TAKAFUL

**WHEREAS** the Takaful Participant 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 Ikhlas General Berhad** (hereinafter called "the Company") for the Takaful hereinafter contained and has paid or agreed to pay the Takaful Contribution as consideration for such Takaful.

**NOW This TAKAFUL CERTIFICATE WITNESSETH** that if at any time during the Period of Takaful any employee in the Takaful Participant's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Takaful Participant in the Business and if the Takaful Participant shall be liable to pay compensation for such injury either under the following Law(s):-

**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**  
**Workmen's Compensation (Amendment) Act 1996**

Including subsequent amendments to the said Enactment and Ordinances passed prior to the date of issue of the Takaful Certificate on renewal thereof or at Common Law, i.e. non-statutory and statutory law other than Workmen's Compensation Legislation relating to payment of such compensation as a court may award to employees proving injury by negligence of the employer, and the expression "Common Law" is deemed to include the Common Law of England insofar as it applies to Malaysia

Then subject to the terms exception and conditions contained herein or endorsed hereon the Company will indemnify the Takaful Participant against all sums for which the Takaful Participant shall not so liable and will in addition be responsible for all costs and expenses incurred with its content in defending any claim for such compensation.

**PROVIDED ALWAYS** that in the event of any change in the Law(s) of the substitution of other legislation therefor this Takaful Certificate shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

#### EXCEPTIONS

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

- (a) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
- (b) the Takaful Participant's liability to employees of contractors to the Takaful Participant.
- (c) any employee who is not a "workman" within the meaning of the Law(s).
- (d) any liability of the Takaful Participant which would have been entitled to recover from any party but for an agreement between the Takaful Participant and such party.
- (e) any sum which the Takaful Participant would have been entitled to recover from any party but for an agreement between the Takaful Participant and such party.
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) nuclear weapons material.
  - (ii) ironing radiations or contamination by radioactivity from any nuclear fuel or from 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 Takaful Certificate and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Company.
3. The Takaful Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence which may give rise to a claim under this Takaful Certificate the Takaful 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 Takaful Participant shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Takaful 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 Takaful Participant shall give all such information and assistance as the Company may require.

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6. The first Takaful Contribution and renewal Takaful Contribution that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by Takaful 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 Takaful Participant shall at all time 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 Takaful Contribution has been paid the difference in Takaful Contribution shall be met by a further proportionate payment to the company or by a refund by the Company as the case may be.
7. The Company may cancel this Takaful Certificate by sending fourteen days notice by registered letter to the Takaful Participant at his last known address and in such event the Takaful Contribution shall be adjusted in accordance with Condition 6.
8. All differences arising out of this Takaful 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 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 Takaful 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The due observance and fulfillment of the terms conditions and endorsements of this Takaful Certificate so far as they relate to anything to be done or not to be done by the Takaful 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 Takaful Certificate.
10. This Takaful Certificate 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 Certificate may also be cancelled for any reasons whatsoever 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 not be liable to repay for the losses incurred 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.

11. 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 40% 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.

"Tabarru'" means donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help all Takaful Participants in times of misfortune. In the context of the Company, Tabarru' will be allocated into the Participants' 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.

12. 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.

13. Any contributions, fees and/or monies payable under this Takaful Certificate are subject to any taxes, levies, or charges imposed by the relevant authorities in Malaysia unless otherwise stated.
14. The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator
15. 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.

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16. 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.

**THIS TAKAFUL CERTIFICATE IS SUBJECT TO THE FOLLOWING:-**

**WM01 CONTRIBUTION WARRANTY**

It is a fundamental and absolute Special Conditions 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.

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 for 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 a Takaful agent, who was not authorized to receive such Takaful Contribution shall lie on the Company.

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

**WM02 JURISDICTION**

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

**THE FOLLOWING ENDORSEMENTS / CLAUSES / WARRANTIES SHALL APPLY TO AND FORMING PART OF THIS CERTIFICATE WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO**

**WM03 WAR, CIVIL WAR AND TERRORISM EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained within this Takaful Certificate or in any clause thereto it is agreed that this Takaful Certificate does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

- (1) War, invasion, acts of foreign enemies hostilities or warlike operations (whether war be declared or not).
- (2) Civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (3) Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- (4) Any act of terrorism

For this purpose of this clause an act of terrorism means an act, including but not limited to the use of force, violence, atomic/biological/chemical weapons, weapons of mass destruction, destruction, disruption or subversion of communication and information system infrastructures and/or its content thereof, sabotage or any other means to cause or intended to cause harm of whatever nature and/or the threat of any of the abovementioned acts, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- (5) Any organized or uncontrolled opportunistic act of violence (such as looting, vandalism, destruction, pillage, theft etc) occasioned by the overall situation and carried out by civilians, officials or soldiers.

This clause 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 minimizing or in any way relating to any act enumerated under items (1) to (5) referred to the above.

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

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

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**WM04 PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

Physical damage to file 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:-

Loss or damage to data or 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 Takaful Participant physical damage to the substance of property, shall be covered.

Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software of computer programs, and any business interruption losses resulting from such loss or damage.

**WM05 EMPLOYEES TO EMPLOYEES ENDORSEMENT**

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

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

**WM06 AUTOMATIC ADDITIONS AND DELETION CLAUSE**

Notwithstanding anything contained to the contrary in Condition No. 4, the cover afforded by this Takaful Certificate is automatically extend to include at pro-rate additional Takaful Contribution further employees or covered persons added during the currency of this Takaful Certificate by the Principal.

Employees or covered persons which have left the employment of the Principal shall be deleted from this Takaful Certificate and a pro-rate return of Takaful Contribution shall be allowed provided no claim has arisen and become payable under the Takaful Certificate in respect of such employees or covered persons.

Notice of any addition or deletion of such employees or covered persons shall be given to the Company within thirty (30) days of attachment or deletion.

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

**WM07 LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that this 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 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) in no circumstances shall the Company be liable for any loss or damage not notified to them within thirty (30) days after the event giving rise to a claim.

**WM08 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 or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Takaful Participant or not that results from the failure or inability of such devise 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 date; and/or

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3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the ability to capture, save, retain or correctly process such data on or after any date.

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 or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation inspection, installation, maintenance, repair or supervision done by the Takaful Participant for the Takaful Participant or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.

D. It is further understood that 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 recognized any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

**WM09 COMMON LAW LIABILITY**

It is hereby agreed that the Company's limit of liability at law is limited to RM1,000,000.00 any one claim or series of claims arising out of one event and subject to an aggregate of RM20,000,000.00 during the period of Takaful.

**WM10 AIDS AND/OR ARC EXCLUSION CLAUSE**

This Takaful does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), however this syndrome has been acquired or may be named.

**WM11 COMMON LAW EXCLUSION**

It is hereby declared and agreed that the Takaful Certificate excluded all sums which the Takaful Participant shall be liable at Common Law.

**WM12 LIMIT ON 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 RM10,000.00 irrespective of the number of employees who may sustain personal injury consequent on or attributable to same source of 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 RM10,000,000 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 such claim shall be limited to no more than the proportion of the total amount of compensation, costs and expenses for the claim as the length of such Period of Takaful (or part thereof as applicable) bears to the total length of the period during which such personal injury is caused.

**WM13 INTERPRETATION OF BUSINESS - EXCLUDING OFFSHORE WORK**

For the purpose of this Takaful 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.

**WM14 ASBESTOS EXCLUSION CLAUSE**

The Company shall not be liable in respect of any claim(s) directly or indirectly caused by or arising from

(a) mining, processing, transportation, distribution and/or storage of asbestos,

(b) manufacture of asbestos products and/or processing of materials containing asbestos,

(c) any process of decontamination treatment or control of asbestos.

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

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**WM15 TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Takaful or any endorsement thereto, it is agreed that this Takaful excludes loss, damage, costs 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) or **parsons**, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological ethnic or similar purposes 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 or terrorism.

If the Company allege that by reason of its 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.

**WM16 WORK AWAY CLAUSE**

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

**WM17 TEMPORARY VISIT OVERSEAS CLAUSE**

Notwithstanding anything in the within Takaful Certificate contained to the contrary, this Takaful Certificate extends to cover legal liability of the Takaful 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 Takaful Participant.

**WM18 CROSS LIABILITY CLAUSE**

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

**WM19 CO TAKAFUL/COINSURANCE CLAUSE**

This Takaful Certificate issued on a coinsurance basis and any reference to the term "the Company" appearing in the schedule of this Takaful Certificate or in any endorsement attached hereto shall mean the Companies specified in the Takaful Certificate schedule each of which severally agrees to indemnify the Takaful 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.

**WARRANTIES**

This Takaful Certificate does not indemnify the Takaful 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.

This Takaful Certificate does not indemnify the Takaful 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 10cwt. and hoisting directly from one position only.
- (b) any work or 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 Takaful Participant and forms part of 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.

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(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 well sinking, other than artesian or tube wells.

(d) blasting operations, quarrying or sand or gravel getting.

**WM20 WARRANTY 60**

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

Workmen's Compensation Ordinance 1952 (Federation of Malaya)  
Workmen's Compensation (Amendment) Ordinance 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

The Workmen's Compensation Ordinance 1952 (Federation of Malaya) Common Law only including subsequent amendments to the said Ordinance and Enactment passed prior to the date of this endorsement.

The Takaful Contribution in respect of such extended Takaful to be calculated as follows:-

At the rate on the total earnings during each period of Takaful 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)

**WM21 WARRANTY 76**

In consideration of Takaful Contribution being paid on the total earnings of the employees described in the Schedule not being workmen within the meaning of the Workmen's Compensation Ordinance 1952, Workmen's Compensation (Amendment) Ordinance 1956, it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to such employee whilst engaged in the service of the Takaful Participant as set forth in the said Schedule raise the defense that such employee is not a workmen within the meaning of the aforesaid Ordinance.

Subject to the terms, conditions and exceptions of within the Takaful Certificate.

**WM22 WARRANTY 77**

In consideration of Takaful 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 Takaful Certificate is extended to indemnify the Takaful 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, conditions and exceptions of within the Takaful Certificate.

**WM23 WARRANTY 85**

This Takaful Certificate does not indemnify the Takaful 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

**WM24 WARRANTY 86**

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

- (a) the use of explosives
- (b) quarrying
- (c) tunneling

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**WM25 WARRANTY 192**

This Takaful Certificate does not indemnify the Takaful 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.

**WM26 WARRANTY 194**

In consideration of Takaful 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 Takaful 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 Takaful Participant and such Contractors or workmen engaged by such Contractors.

**WM27 WARRANTY 197**

In consideration of Takaful Contribution being paid on the total payments made to Contractors the Company agrees that the defence will not be raised to a claim to compensate under the Workmen's Compensation Law mentioned in the within Takaful Certificate and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workmen within the meaning of the said Workmen's Compensation Law.

**WM28 WARRANTY 231**

Notwithstanding anything stated to the contrary in this Takaful Certificate, and subject to Condition8 being deleted in this Takaful 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 Takaful Certificate, the liability of the Company in respect of any claim under this Takaful Certificate shall be proportionately reduced and the Takaful Participant shall be considered as his own takaful operator for the difference.

Takaful  
IKHLAS®



**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](mailto: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, 9<sup>th</sup> 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:

<p><b>Ombudsman for Financial Services (664393P)</b> 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: <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a> Website: <a href="http://www.ofs.org.my">www.ofs.org.my</a></p>	<p><b>Contact Centre (BNMTELELINK)</b> 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: <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a></p>
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