

## Erection All Risks Takaful Certificate

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

Now this certificate of takaful cover witnesses that subject to the Participant having paid to the Company the contribution mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Participant in the manner and to the extent hereinafter provided.

### General Exclusions

The Company will not indemnify the 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 organisation, 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 Participant or of his representatives;
- (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 cover the burden of proving that such loss, destruction, damage or liability is covered shall be upon the 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 or 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) is/are tested and/or put into operation or taken over, the cover for that particular part of the plant or 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 cover hereunder shall, however, cease immediately on the commencement of the test.

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

### Section 1- Material Damage

The Company hereby agree with the 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 Participant in respect of such loss or damage as hereinafter provided by 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 anyone event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as participant hereby.

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

#### SPECIAL EXCLUSIONS TO SECTION I

The Company shall not, however, be liable for

- (a) the deductible stated in the Schedule to be borne by the Participant in anyone occurrence;
- (b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of 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;
- (g) loss of or damage to surrounding property except as provided in memo 4.

**PROVISIONS APPLYING TO SECTION I**

**Memo 1 - Sums Covered**

It is a requirement of this Takaful cover 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 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 Certificate by the Company.

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

**Memo 2 - Basis of Loss Settlement**

In the event of any loss or damage the basis of any settlement under this 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 Participant and to the extent they are included in the sums 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 effected or replacement has taken place, as the case may be. All damage which can 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 Certificate.

**Memo 3 . Extension of Cover**

Extra charges for overtime, night work, work on public holidays, express freight are covered by this Takaful cover 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 and happening during the Period of Cover, and provided that a separate sum therefor has been entered in the Schedule 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 Participant up to but not exceeding the amounts specified in the Schedule against such sums which the 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 participant under Section I 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 Participant against

- (a) all cost and expenses of litigation recovered by any claimant from the Participant, and
- (b) all cost 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 EXCLUSIONS TO SECTION II**

The Company will not indemnify the Participant in respect of;

1. the deductible stated in the Schedule to be borne by the Participant in anyone occurrence;
2. expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this 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 covered 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 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 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 CONDITIONS APPLYING TO SECTION II**

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the 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 Participant the defense or settlement of any claim or to prosecute for their own benefit in the name of the 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 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 Participant the limit of indemnity for anyone 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.

## **Conditions**

1. The due observance and fulfillment of the terms of this Certificate in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the questionnaire and proposal made by the 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 Certificate and the expression "this 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 Certificate or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The 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.
  - (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Participant shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
  - (b) The Participant shall immediately notify the Company by facsimile 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 contribution shall, if necessary, be adjusted accordingly.

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

5. In the event of any occurrence which might give rise to a claim under this Certificate, the Participant shall;
  - (a) immediately notify the Company by telephone or facsimile 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 14 days of its occurrence.

Upon notification being given to the Company under these conditions, the Participant may carry out the repairs or replacement of any minor damage; 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 Participant is entitled to proceed with the repairs or replacement.

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

6. The 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 participant under this 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 Certificate, whether such acts and things shall be or become necessary or required before or after the Participant' indemnification by the Company.
7. If any difference shall arise as to the amount to be paid under this 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 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, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire 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.
8. If a claim is in any respect t fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on his behalf to obtain any benefit under this 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 Certificate shall be forfeited.
9. If at the time any claim arises under the Certificate there be any other Takaful/insurance cover covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. The surplus is determined at the end of each financial year after making deductions for wakalah fee (\_\_\_\_), payment of claims, Retakaful and provisions for reserves based on the guidelines laid down by the authorities. You are entitled to have a share of the 50% of the surplus reserved for distribution amongst participants after the expiry date of this Certificate provided You have not cancelled this Certificate or made a claim prior to the expiry date stated in the Schedule.

## Clauses

The following clauses are applicable to this certificate :

### **PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this 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 it caused by a deletion a corruption or a deformation of the original structure.

Consequently the following are excluded from this Certificate :

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

**DATE RECOGNITION CLAUSE**

It is noted and agreed that this 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 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 its true calendar date; 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 the loss of data or the inability 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 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 Participant or for the 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 recognize 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 and above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

**THEFT BY DECEPTION CLAUSE**

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating as defined in the Penal Code is as follows:-

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and, which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

**TOTAL ASBESTOS EXLCUSIONS**

It is hereby understood and agreed that this contract shall not cover any actual or alleged liability whatsoever for any claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

**EXCLUSION OF TERRORISM**

With effect from inception, this Certificate is deemed to exclude terrorism cover :-  
Any act of terrorism

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For this purpose 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 organisation(s) or government(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.

The following clauses are applicable to this certificate if specified in the schedule :

**RD REMOVAL OF DEBRIS (LIMIT : AS PER SCHEDULE)**

The Takaful by this section includes in addition the cost of removal of debris necessary to undertake the repair or replacement of any loss or damage covered hereby and further extends to include the cost and expenses necessarily and reasonably incurred by the participant in demolition, removal and/or satisfactory disposal of debris or wreck following loss of or damage to the participant property, including such costs incurred to satisfy the requirements of any competent statutory body.

Provided always that the amount payable under this clause in respect of Clearance of Debris shall not exceed 5% of the Contract Value during the period of Takaful.

**PF PROFESSIONAL FEES CLAUSE (LIMIT : AS PER SCHEDULE)**

The sum covered by this section includes any amount in respect of Architects, Surveyors and Consulting Engineers reimbursable fees or other professional fees (including the direct costs of the engineer named in the Construction and Erection Contract) necessarily incurred by the Participant in the reinstatement of the Participant property consequent upon its loss destruction or damage but not for preparing any claim, it being understood that the amount payable or such fees shall not exceed as per schedule of the Total Contract Value.

**50/50 FIFTY/FIFTY**

Upon their arrival at the contract site, goods are to be inspected by the Participant for possible damage incurred during transit. In the case of packed goods which are to be left in their packing until a later date, the packing is to be visually inspected for signs of possible damage. If any sign of damage is visible, the goods are to be unpacked immediately and inspected, any damage discovered is excluded hereunder where the packing of goods manifests no sign of damage to the goods having been covered during transit, any damage to the goods which become manifests upon their unpacking within the period allowed will be ascribed to the marine cover or the construction risks cover according to whether it clearly was caused before or after arrival of goods at the contract site.

Where it is not possible to establish whether the damage was caused before or after arrival of the goods at the contract site it is agreed that settlement will be made on 50/50 basis by the marine cover and construction risks cover.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**001 STRIKE RIOT AND CIVIL COMMOTION (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, and subject to the Participant having paid the agreed extra contribution, this 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 covered 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 item 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 performed in furtherance of a strike or in resistance to a lockout,
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 terms, exclusions, provisions and conditions of the 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 Certificate shall be deemed to include the perils hereby covered against,
2. The following Special Condition shall apply only to the Takaful granted by this extension, and the wording of the Certificate shall apply in all respects to the Takaful granted by the 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 Takaful Company are not relieved under (b) or (c) above of any liability to the Participant in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

- 2. This Takaful shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence, 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 Takaful company allege that by reason of the provision 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 Participant.

- 3. This Takaful may at any time be terminated by the Takaful Company on notice to that effect being given by registered post at the Participant's last known address, in which case the Takaful Company shall be liable to repay rateable proportion of the 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 Takaful company during the period of this certificate shall be limited by twice the limit of indemnity any one occurrence.

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

**002 COVER FOR CROSS LIABILITY**

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

- loss of or damage to items covered or coverable under Section 1 of the 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 covered under Workmen's Compensation and/or Employers Liability Takaful.

The Company' total liability in respect of the 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.

**003 MAINTENANCE VISITS COVER**

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

Maintenance Period: As specified in the Schedule.

**004 EXTENDED MAINTENANCE COVER**

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

- caused by the 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 Certificate of Completion for the lost or damaged section was issued.

Maintenance Period: As specified in the Schedule.

**005 SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION AND/OR ERECTION TIME SCHEDULE**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the 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 Participant for the purpose of obtaining cover under the Certificate as well as technical information forwarded to the Company shall be deemed to be incorporated herein.

The Company shall not indemnify the 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 has agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule: as per schedule

**006 COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant having paid the agreed extra contribution, this Takaful shall be extended to cover extra charges for overtime, night work, and 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 participant items recoverable under the Certificate.

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

**007 COVER FOR EXTRA CHARGES FOR AIRFREIGHT (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the 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 participant items recoverable under the 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.

**008 WARRANTY CONCERNING STRUCTURE IN EARTHQUAKE ZONES**

It is agreed and understood that otherwise subject to the terms, exclusions, provision and conditions contained in the Certificate or endorsed thereon, the Takaful Operators shall only indemnify the participant for loss, damage or liability directly or indirectly arising out of earthquake if the participant provides 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 calculations were based were adhered to.

**009 EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO EARTHQUAKE**

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

**010 EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO FLOOD AND INUNDATION.**

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

**011 SERIAL LOSSES**

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

Loss or damage due to faulty design defective material or casting or bad workmanship (other than faults in erection) arising out of the same cause to machines or equipment of the same type or design shall be indemnified according to the following scale after applying the Certificate deductible for each loss according the following scale:

100% of the first loss  
.....% of the..... loss  
.....% of the..... loss  
.....% of the..... loss  
.....% of the..... loss

Further losses shall not be indemnified.

(the percentage shall be fixed in accordance with the condition of each individual component, eg depending on the number of items at risk.)

**012 EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO WINDSTORM OR WIND-RELATED WATER DAMAGE**

It is agreed and understood that otherwise subject to the terms, exclusions, provision and conditions contained in the Certificate or any endorsements agreed upon, the Takaful Operators shall not indemnify the participant for loss, damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as consequence of such windstorm.

**013 PROPERTY IN OFF-SITE STORAGE**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or any Endorsements agreed upon and subject to the participant having the agreed extra contribution, Section 1 of the Certificate shall be extended to cover loss of or damage to property covered (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Company shall not indemnify the participant for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance at least 50 meters
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit

Territorial limit: as per schedule

Limit of indemnity (any one occurrence): as per schedule

**103/209 EXCLUSION OF LOSS OF OR DAMAGE TO CROPS, FORESTS AND CULTURES.**

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

**119 EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY THE PARTICIPANT (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant having paid the agreed extra contribution, Section I of this Certificate shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Participant caused by or arising out of the construction or erection of the items covered under Section I.

The Takaful Operator shall only indemnify the Participant for loss of or damage to the participant property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss of or damage caused by the vibration or by the removal or weakening of support Takaful Operator shall only indemnify the Participant for loss or damage as a result of a total or partial collapse of the covered property, and not for superficial damage which neither impairs the stability of the participant property nor endanger it users.

The Takaful Operator shall not indemnify the Participant for

- loss or damage which is foreseeable having regards to the nature of the construction work or the manner of its execution.
- the cost of loss prevention or minimization measures which become necessary during the period of Takaful.

**120 VIBRATION, REMOVAL OR WEAKENING OF SUPPORT**

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

- a) the company will indemnify the insured 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;
- b) the company will indemnify the insured 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;
- c) the participant if required shall before commencement of construction and at his own expenses prepare a report on the condition of any endangered property or land or building.

The company will not indemnify the insured in respect of liability for:

- a) loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- b) superficial damage which impairs the stability of the property, land or buildings nor endangers their users,
- c) the costs of loss prevention or minimization measures which become necessary during the period of insurance

**121 SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS**

It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Certificate or endorsed thereon, the Takaful Operator shall not indemnify the Participant in respect of EXPENSES INCURRED

- 1) for replacing or rectifying piles or retaining wall elements
  - a) which have become misplaced or misaligned or jammed during their construction,
  - b) which are lost or abandoned or damaged during driving or extraction, or
  - c) which have become obstructed by jammed or damaged piling equipment or casings,
- 2) for rectifying disconnected or declutched sheet piles,
- 3) for rectifying any leakage or infiltration of material of any kind,
- 4) for filling voids or for replacing lost betonies,
- 5) as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 6) for reinstating profiles or dimensions.

THIS ENDORSEMENT SHALL NOT APPLY TO LOSS OR DAMAGE CAUSED BY NATURAL HAZARDS. THE BURDEN OF PROVING THAT SUCH LOSS OR DAMAGE IS COVERED SHALL BE UPON THE PARTICIPANT.

**200 COVER OF MANUFACTURER'S RISK**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the certificate or endorsed thereon and subject to the Participant having paid the agreed extra contribution, lit. c under "Special Exclusions to Section 1" shall be replaced by the following wording:

"c. all costs related to repair and/or replacement of parts and/or items directly affected by faulty design, defective material or casting, bad workmanship other than faults in erection, which the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred;"

This Endorsement does, however, not apply to parts and items of civil engineering sections.

**201 GUARANTEE COVER**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the participant having paid the agreed extra contribution, this Takaful/insurance 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 Insured 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.

Guarantee cover : as per schedule

**202 COVER OF CONSTRUCTION/ERECTION MACHINERY**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant having paid the agreed extra contribution, the cover under Section I of the Certificate shall be extended to include loss of or damage to the construction/erection machinery mentioned in the attached list of machinery, excluding however,

- loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such break down or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable,
- loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft.

The sums covered on construction/erection machinery shall be their replacement values, which shall mean the cost of replacement of each covered item by a new item of the same kind and the same capacity.

**203 EXCLUSION CONCERNING USED MACHINERY**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the certificate or endorsed thereon, the Company shall not indemnify the Participant for loss of or damage to the covered used items

- attributable to previous operation,
- attributable to dismantling (if dismantling is not covered),
- in respect of any non-metallic parts.

**204 SPECIAL CONDITION 1 FOR HYDROCARBON PROCESSING INDUSTRIES**

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

As from the introduction of any hydrocarbons into the plant:

1. a deductible of.....for Section 1 of the Certificate is applicable, which shall also apply in case of fire and explosion damage,
2. the Company shall not be liable for loss of 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.

**205 SPECIAL CONDITION 2 FOR HYDROCARBON PROCESSING INDUSTRIES COVER OF CARALYSTS**

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

“catalysts unless such loss or damage is caused by an indemnifiable loss of or damage to the insured plant and/or apparatus.”

**206 SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company shall only indemnify the Participant loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:

1. dequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
2. A sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
3. If storage of material for the construction or erection of the contract works is necessary, storage must be subdivided into storage units not exceeding the equivalent value of .....per storage unit. The individual storage units must either be at least 50 m apart or separated by fire-proof walls.

All inflammable material (such as shuttering material not fitted for concreting, litter, etc) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work.

4. welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suit ably equipped with extinguishers and well trained in fire-fighting is present.
5. At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

**207 WARRANTY CONCERNING CAMPS AND STORES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company shall only indemnify the 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 anywhere 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 the Company shall indemnify the Participant for any one occurrence only up to a limit of indemnity of as per schedule for camps and for each individual storage unit.

**208 WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES**

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

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

**211 COVER OF NUCLEAR FUEL ELEMENTS**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, and subject to the Participant having paid the agreed extra contribution, this Takaful/insurance shall be extended to cover nuclear fuel elements according to the conditions outlined below.

1. Definition  
A fuel element consists of
  - fuel material (fissionable, fertile, compounding and alloying material),
  - fuel cladding,
  - support structure.
2. Period of cover

This cover shall exist only for as long as the Certificate is in force and shall commence following unloading at the erection site and end after each fuel element has been placed in its position in the reactor pressure vessel.

If the average duration of this cover exceeds.....months, the Participant shall apply to the Company for an extension.

3. Indemnification

In the case of loss or damage, all the expenses for the repair of the material loss or damage after applying the deductible shall be indemnified. These expenses include for instance:

- a. costs of extracting the fuel from the damaged fuel elements, and of its inspection and storage;
- b. costs of repairing or replacing the fuel cladding and the support structure;
- c. costs of reprocessing damaged fuel material;
- d. costs of replacing lost or damaged fuel material;
- e. costs of the assembly of fuel material, fuel cladding and support structure to form fuel elements;
- f. transportation and Takaful/insurance charges, including costs of obtaining the necessary import and transport permits.

In no case shall the indemnification for any one damaged fuel element be higher than the proportionate sum covered for such element.

4. Deductible any one loss

5. The contribution for this extra cover shall be.....% pa applied to the actual value of the fuel elements covered.

The actual value of the fuel element is:

Date	Fuel Weight (t)	Actual Value
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**212 COVER OF COST FOR DECONTAMINATION**

It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Certificate or endorsed thereon, and subject to the Participant having paid the agreed extra contribution, this Takaful/insurance shall be extended to cover the extra cost for decontaminating items which have become radioactive in the normal course of operation and which have been affected by an indemnifiable loss under the Certificate.

This cost of decontamination includes e.g.

- a. expenditure incurred before it becomes possible to repair the damage proper, e.g. costs for decontaminating components exposed to ionizing radiation within the course of normal operation;
- b. expenditure incurred in order to make the damaged item(s) accessible, e.g. for removing and replacing shields and protective walls;
- c. expenditure incurred for the purpose of protecting the personnel repairing the damage, e.g. for protective clothing, work breaks, or limitation of the exposure to radiation, etc.;
- d. additional expenditure incurred because the damaged item(s) Cannot be repaired and must be replaced owing to contamination which arose during normal operation;
- e. expenditure for such tests, checks and acceptance surveys as are obligatory after a loss has been repaired;
- f. expenditure for removing and disposing of radioactive debris;

The total indemnity payable under this endorsement shall, however, not exceed the amount of.....for any one accident.

The specified limit shall not apply, however, to the cost of conventional repair of the affected item(s) covered under Section 1 of the Certificate.

**214 EXCLUSION OF LOSS OR DAMAGE DUE TO SUBSIDENCE**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the certificate or endorsed thereon, the Company shall not be liable to indemnity the Participant in respect of loss or damage due to subsidence if caused by insufficient compacting or improvement of subsoil or due to incorrect or insufficient piling.

**217 SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES, DUCTS AND CABLES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company will indemnify the Participant for any loss or

dam age due to storm, rain, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, up to a maximum length of .....km open trench any one loss event.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

**218 COVER OF LEAK SEARCH COSTS WHEN LAYING PIPELINES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company shall indemnify the Participant also for the following items under this Certificate:

- a. Leak search costs following a hydrostatic test (including the cost of leasing special apparatus, cost of operation and transport of such apparatus);
- b. Earthwork on a trench not damaged in itself, such earthwork becoming necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling;

provided that:

- the leak has been caused by an indemnifiable event or is attributable to faulty execution on the site, and
- .....% of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

Indemnity shall be limited in the aggregate to:

.....per testing section

.....during one Certificate period

Costs caused by faulty repair of welding seams shall be excluded from the cover.

**219 CONDITIONS FOR HORIZONTAL DIRECTIONAL DRILLING OF PIPELINES ROUTES BELOW RIVERS, RAILWAY EMBANKMENTS, STREETS, ETC.**

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions contained in the Certificate or endorsed thereon, the Company will indemnify the Participant up to the sum covered or limit of indemnity indicated below for damage arising during horizontal directional drilling operations below rivers, railway embankments, motorways, etc., only if a soil analysis (soil samples, test borings, sieve analyses, etc.) required for proper drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work and if the contractor is familiar with the drilling technique.

It is further agreed and understood that the Company shall not indemnify the Insured for losses or damage caused by or resulting from:

- missing the target point of the drilling, deviations from the scheduled direction;
- loss of or change in the drilling mud (e.g. bentonite);
- damage to the outer insulation of pipeline in the area of horizontal directional drilling.

Sum insured (drilling costs + material value of pipeline to be drawn in + value of drilling equipment): as per schedule

Limit of indemnity per drilling: as per schedule

**221 SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company shall only indemnify the Participant for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location covered and the entire Certificate period on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Participant's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

**222 EXCLUSION OF LOSSES, DAMAGE OR LIABILITIES ARISING FROM HORIZONTAL DIRECTIONAL DRILLING**

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions in the certificate or endorsed thereon, the Company will not indemnify the Participant for losses, damage or liabilities which have been caused

- or result directly or indirectly from horizontal directional drilling;
- regarding the pipelines themselves in the area of routes created by horizontal directional drilling.

**352/213 COVER OF REACTOR PRESSURE VESSEL WITH INTERNALS**

It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Certificate or endorsed thereon, and subject to the Participant having paid the agreed extra contribution, this Takaful/insurance shall be extended to cover the reactor pressure vessel and its internals during phase 2 of the Certificate. No distinction shall be made between cost of conventional repair and cost due to decontamination. The total indemnity payable under this Endorsement shall not exceed the amount of .....for any one accident.

The external limits of the reactor pressure vessel are defined as shown in the attached drawing No

**WEA WEATHER AGGREGATE (24 HOURS)**

It is agreed that any loss of or damage to the participant property arising during any one period of 72 consecutive hours caused by strong tempest flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Participant's retained liabilities provided for herein.

For the purpose of the foregoing the commencement of any such 72 hours period shall be decided at the discretion of the Participant it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hour period in the event of damage occurring over a more extended period of time.

**PAY PAYMENT ON ACCOUNT CLAUSE**

It is hereby declared and agreed that in the event of an occurrence of a loss or damage under this Certificate and subject to the Participant complying with the claims conditions of this Certificate, the Company will make payment on account in respect of such loss to the Participant if desired.

**C013 AUTOMATIC REINSTATEMENT OF SUM COVERD CLAUSE**

In consideration of the Participant having undertaking to pay an additional 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/insurance, it is agreed that in the event of loss the Takaful/insurance hereunder shall be maintained in force for the full sum covered.

**C024/220INLAND TRANSIT (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant having paid the agreed extra contribution, Section 1 of this Takaful/insurance shall be extended to cover loss of or damage to locally supplied property covered

- whilst in transit to the contract site other than on waterway or by air within the territorial limits of.....
- caused as a result of collision, impact, flood, earthquake, inundation, landslide or rockslide, subsidence, burglary or fire,
- provided that the insured property is suitably packed and/or prepared for transit which shall also be deemed to include stowage,
- and provided that the maximum amount payable under this Endorsement shall not exceed RM 10,000.00 per conveyance.

**LOS LOSS NOTIFICATION CLAUSE (LIMIT : AS PER SCHEDULE)**

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

**LUL LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that this Certificate is extended to indemnify the Participant against legal liability in respect of bodily injury and/or damage to property.

- (1) Arising out of and in course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.
- (2) Caused by any article or part of the load falling from a vehicle whilst in transit.

The above extension shall operate only when the Participant is not entitled to indemnity under any other certificate.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**CEW CESSATION OF WORKS ENDORSEMENT (LIMIT : AS PER SCHEDULE)**

The Company will indemnify the Participant in respect of loss, damage or liability directly or indirectly caused by or arising out of cessation of works up to 30 days either total or partial.

Provided the Participant shall take reasonable precautions to protect the property during the cessation period.

**TP TOPPING UP (LIMIT : AS PER SCHEDULE)**

Notwithstanding the limit of the sum covered under item I and II of Section I, the indemnity granted by this certificate extends to include the sum covered in excess of the contract value in respect of repair of replacement costs up to a limit of as per schedule of the contract value.

**OFF OFF-SITE STORAGE AND FABRICATION CLAUSE (LIMIT : AS PER SCHEDULE)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the contract works is extended to include any other situation in Malaysia where any part of the contract works, temporary buildings and their contents, and materials and goods supplied by the Principal are undergoing fabrication processes or temporarily in store

Provided that this extension will not apply if there is any other insurance covering the same interest or property at the time of any loss or damage is arising.

Provided also that the Company's maximum Limit of Liability under this extension shall not exceed as per schedule.

**PDC PLANS AND SPECIFICATION CLAUSE (LIMIT : AS PER SCHEDULE)**

Whereby the Certificate is extended to cover the costs and expenses of rewriting or re-drawing specification or plans of the contract works in order to complete the contract or to obtain payment for work arising from loss or damage of the participant property.

**MAL MALICIOUS DAMAGE ENDORSEMENT**

It is hereby agreed and declared that this Certificate extends to cover Malicious damage which for the purpose of this extension shall mean loss of or damage to the property covered directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable under this extension for any loss or damage by fire or lightning nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt threat or caused by any person taking part therein.

**PAR PUBLIC/LOCAL AUTHORITIES REINSTATEMENT**

This certificate is extended to include such additional cost of reinstatement of the Property lost, destroyed or damage as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Government legislation or with by-Laws of any Municipal or Local Authority provided that:

- (1) the amount recoverable under this extension shall not include
  - (a) The cost incurred in complying with any of the aforesaid regulations or bye-laws
    - (i) in respect of loss not covered by this Certificate;
    - (ii) under which notice has been served on the PARTICIPANT prior to the occurrence of the loss;
    - (iii) in respect of undamaged Participant Property or undamaged portions of Participant Property.

- (b) the amount of any rate, tax duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (2) the work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to the liability of Takaful Operator under this extension not being increased
- (3) the total amount recoverable shall not exceed 10% of each and every loss.
- (4) the conditions of the Certificate except insofar as they may be hereby expressly varied shall apply as if they have been incorporated herein.

**VLJ VEHICLES LICENSED FOR ROAD USED BUT USED AS TOOLS OF TRADE WITHIN CONTRACT SITE.**

It is agreed and understood that subject to the terms, exclusion, provisions and conditions contained in the Certificate or endorsed thereon, Section II of this Certificate is extended to indemnify the Participant in respect of liability arising out of the use of vehicle licensed for road used but used as tools of trade within the Contract Site as specified in the Schedule.

Provided that this extension shall not apply if there is any other insurance/takaful covering the same liability at the time of liability arising.

**ADJ CONTRIBUTION ADJUSTMENT CLAUSE**

The contribution for this Certificate shall be payable and calculated on Estimated Total Contract value of the respective packages as and when awarded by the Participant. The Participant shall keep and accurate record containing all particulars relative to the respective contract packages and shall at all times allow the Company to inspect such record. The Participant shall within one calendar month of the expiry of the contract period for the respective package furnish to the Company the Actual Total Contract value for that package and any other information as the Company may require and the contribution for the said package shall thereupon be adjusted and the difference paid by or allowed to the Participant as the case may be.

**PLA ALL PLANT CLAUSE (HIRED/ OWNED/ LEASED/ LOANED)**

It is agreed and understood that otherwise subject to the terms, exclusion, provision and condition contained in the Certificate or endorsed thereon, Section II of this Certificate is extended to indemnify the Participant in respect of liability to third parties arising out of the use of construction plant, tools and equipment, whether hired or owned or leased by or loaned to the Participant but used within the site of the contract Works and occurring in direct connection with the construction or erection of items covered under Section I of the Certificate during the period of cover. The liability of the Company shall not in any way exceed the limit of indemnity specified in this Certificate.

Provided that this extension shall not apply if there is any other Takaful/ insurance covering the same liability at the time of any liability arising.

**SCO CONTRACTORS AND/OR SUB-CONTRACTORS CLAUSE**

Notwithstanding anything contained herein to the contrary the Indemnity expressed in this Certificate is deemed to include Liability caused by or in connection with employment of Contractors/ Sub-Contractors or the servants or agents of such Contractors/ Sub-Contractors by the Participant.

Provided always that:-

- (i) the Contractors/Sub-Contractors shall as though the Participant observe fulfill and be subject to terms of this Certificate so far as they supply.
- (ii) the Contractors/Sub-Contractors are not entitled to indemnity under any other Takaful Certificate.
- (iii) at the end of each period of insurance the Insured shall notify the Company of any such Contractors/Sub-Contractors employed during such period of takaful and of the cost thereof and shall pay such additional premium as may be required.

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

**SUB WAIVER OF SUBROGATION RIGHTS**

In the event of a claim arising under this Certificate, the Company agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against any company standing in relation of subsidiary to parent to the Participant as defined in Section 102 of the Companies Act 1967.

**C034 DESIGNATION CLAUSE**

For the purpose of determining where necessary the heading under which any property is covered, the Company agrees to accept the designation under which such property has been entered in the Participant's books.

**C026 CO-TAKAFUL AND LEADER CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

**C025 APPROVED ADJUSTER CLAUSE**

It is hereby agreed that in the event of a loss, the following adjusters (as stated in the schedule) have been approved to investigate the accident. Company(s) have authorised the participant and/or the broker to appoint any of the approved adjusters (as stated in the schedule) to investigate the loss and report to the Company(s), broker and/or the participant on their findings within a reasonable time.

Subject otherwise to the terms and conditions of the certificate.

**CON COVER FOR CONSULTANTS AS THIRD PARTIES**

It is hereby declared and agreed that for the purpose of the Public Liability Section of this Certificate, all non-resident Architects, Consulting Engineers, Quantity Surveyors and other Professional Consultants and/or their representatives engaged in connection with the contract shall be deemed as third parties

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**FEX FIRE AND EXPLOSION**

It is hereby declared and agreed that notwithstanding anything contained to the contrary the indemnity as granted by this Certificate shall apply also to liability in respect of bodily injury illness or property damage as within defined caused by fire or explosion.

Notwithstanding anything contained herein, this indemnity excludes liability in respect of loss or damage to property caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Participant or any servant or agent of the Participant.

**C091 MATERIALS AND ITEMS SUPPLIED BY PRINCIPAL**

This clause provides extension to the Certificate to cover materials equipment and/or any other items supplied or installed by the Principal for the purpose of the contract works.

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### PROCEDURE FOR COMPLAINT TO FMB

Any Participant who is not satisfied with the decision of the senior management of an Takaful Operator, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Takaful Operator and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

If the Mediator makes an award against an Takaful Operator, the participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

### FINANCIAL MEDIATION BUREAU (FMB)

Tingkat 25, No. 4 Jalan Sultan Sulaiman 50000 Kuala Lumpur.

Tel : 03 -2272 2811

Fax : 03 -2274 5752

Website : [www.fmb.org.my](http://www.fmb.org.my)

### PROCEDURE FOR COMPLAINT TO CSB

Any participant or claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, giving details of the complaint, the name of Takaful Operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the participant or the Claimant and the Takaful Operator may also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

The Manager

### CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department Bank Negara Malaysia (BNM)

P. O. Box 10922 50929 Kuala Lumpur

Tel : 03 – 2698 8044 Extn. 8540

Fax : 03 – 2694 5986

Website : [www.bnm.gov.my](http://www.bnm.gov.my)

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Feedback Centre, 19 Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:

T+603 2297 3888

F+603 2297 3800

E [info@etiqa.com.my](mailto:info@etiqa.com.my)

[www.etiqa.com.my](http://www.etiqa.com.my)

Etiqua Oonline 1300 13 8888

Etiqua Takaful Berhad (266243 D)

Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur

T +603 2297 3888 F +603 2297 3800 E [info@etiqa.com.my](mailto:info@etiqa.com.my) [www.etiqa.com.my](http://www.etiqa.com.my)

Etiqua Oonline 1300 13 8888

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