

Contractors' All Risks Takaful Certificate

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has made to **Etiqua Takaful Berhad** 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 person 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. The Company's liability expires for parts of the covered contract works taken over or put into service.

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.

General 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 is 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; furnish all such information and documentary evidence as the company may requires;
 - (d) 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 this condition, 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 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 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 are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Certificate, whether such acts and things are or become necessary or required before or after the Participant's indemnification by the Company.
7. If any difference arises 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, 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 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 the 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 is 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 Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa Takaful Berhad (ETB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits ETB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and ETB to be paid a Wakalah Fee based on the following rates:

Commission (maximum) - 15% of Contribution

Management Expenses - 20% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that ETB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit

Malaysia Ten), the surplus is to be credited into a charity fund which will be utilized as 'amal jariah' on behalf of the Participant.

Section I - 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 to all the total sum expressed in the Schedule as covered 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;
- (d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- (e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- (f) loss or damage to construction plant, equipment and construction machinery 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 breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- (g) loss of or damage to vehicles licensed for general road use or water borne vessels or aircraft;
- (h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- (i) loss or damage discovered only at the time of taking an inventory.

PROVISIONS APPLYING TO SECTION I

Memo 1 - Sum Covered

It is a requirement of this Takaful cover that the sums covered stated in the Schedule shall not be less than

For item 1 the full value of the contract works at the completion of the construction, inclusive of all material, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

For item 2 and 3 the replacement value of construction plant, equipment and construction machinery, which shall mean the cost of replacement of the Participant items by new items of the same kind and capacity;

and the Participant undertakes to increase or decrease the amounts of Takaful cover in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Certificate by the Company.

If, in the event of loss or damage, it is found that the sums covered are less than the amounts required to be covered, then the amount recoverable by the Participant under this Certificate shall be reduced in such proportion as the sums Participant bear to the amounts required to be covered. Every object and cost items 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 shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

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

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

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 construction or erection 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 costs and expenses of litigation recovered by any claimant from the Participant, and
- (b) all costs and expenses incurred with the written consent of the Company,

provided always that the liability of the Company under this section shall not exceed the limits of indemnity stated in the Schedule.

SPECIAL 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. the expenditure incurred in doing or re-doing or making good or repairing anything covered or coverable under Section I of this Certificate ;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
4. 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 Participant under Section I, or members of their families;
 - (b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is 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 proceeding 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.

Clauses

The following Clauses are applicable to this Certificate if specified in the schedule:

TE001 STRIKE RIOT AND CIVIL COMMOTION

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

Limit of Indemnity : AS PER SCHEDULE

TE002 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.

TE003 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.

TE 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.

TE005 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

TE006 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.

TE007 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.

TE008 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.

TE009 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.

TE010 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.

TE012 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 wind speed exceeding 62 km/h) or any water damage occurring in connection with or as consequence of such windstorm.

TE013 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**
Deductible : **as per schedule**

TE100 COVER FOR TESTING OF MACHINERY AND INSTALLATIONS (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 period of cover shall be extended to include a test operation or a test loading but not beyond four (4) weeks 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 to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the exclusions to Section I of the certificate are deleted and the following exclusion shall apply:
"Loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection"

In the case of second-hands, the takaful hereunder shall, however, cease immediately on the commencement of the test.

TE101 SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION OF TUNNELS, GALLARIES, TEMPORARY OR PERMANENT SUBSURFACE STRUCTURES OR INSTALLATIONS.

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 the expenses incurred for

- alterations in the construction method or due to unforeseen ground conditions or obstructions
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
- dewatering unless necessary to reinstate indemnifiable loss or damage
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Certificate shall be limited to the expenses incurred to reinstate the participant property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

Maximum percentage payable : as per schedule

TE102 SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES.

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the certificate or endorsed thereon, the Takaful Operators 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 and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible as stated below.

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

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

Deductibles : as per schedule

TE103 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.

TE104 SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION OF DAMS AND WATER RESERVOIRS

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

- grouting of soft rock areas and/or other additional safety measures even if their necessity arises only during construction,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by-facilities,
- expenses incurred for additional sealing or waterproofing and additional facilities for the discharge of run-off and/or underground water,
- loss or damage due to subsidence if caused by insufficient compacting,
- cracks and leakage.

TE106 WARRANTY CONCERNING SECTIONS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the Company's shall only indemnify the Participant for loss, damage or liability directly or indirectly caused to or by embankments, cuttings and benching, ditches, canals or road works if these embankments, cuttings and benching, ditches, canals or road works are constructed in sections not exceeding in total the length stated below, irrespective of the state of completion of the Participant works, and the indemnification for any loss event shall be limited to the cost of repair of such sections.

Maximum length of section : as per schedule

TE107 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.

TE108 WARRANTY CONCERNING CONSTRUCTION PLANT, EQUIPMENT AND 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 only indemnify the Participant for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

TE109 WARRANTY CONCERNING CONSTRUCTION MATERIAL

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 caused to construction materials by flood or inundation if such construction material does not exceed three (3) days' demand and the exceeding quantities are kept in areas not endangered by 20-years floods.

TE110 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.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the certificate period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location covered 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 watercourse within the construction site, whether carrying water or not, in order to maintain free water flow shall not be identifiable.

TE111 SPECIAL CONDITIONS CONCERNING REMOVAL OF DEBRIS FROM LANDSLIDES

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

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Participant has failed to take the measures required or to take them in time.

TE112 SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

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

1. With regard to the progress of work adequate fire- terms, fighting equipment and sufficient extinguishing Certificate or gents are available and operative all at times.

Fully operative wet riser hydrants are installed up to one level the highest current work level and are sealed by temporary end caps;
2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;
3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit out work.
4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.
5. A "permit to work" system is implemented for all contractors engage in "hot work" of any kind such as but not limited to
 - grinding, cutting or welding operations,

- use of blow lamps and torches,
- application of hot bitumen,

or any other heat producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished.

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

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

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it all times.

8. The site is fenced off and access controlled.

Value per storage unit : As per schedule

TE113 INLAND TRANSIT (LIMIT: AS PER SCHEDULE)

It is agreed and understood that 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 Takaful shall be extended to cover loss of or damage to the property covered whilst in transit to the contract site other than on waterways or by air within the territorial limits of Malaysia that the maximum amount payable under this Endorsement does not exceed as per schedule per conveyance.

TE114 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:

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

- 100% of the first 2 losses
- 80% of the 3rd loss
- 60% of the 4th loss
- 50% of the 5th loss

Further losses shall not be indemnified.

TE115 COVER FOR DESIGNER'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, exclusion (c) under special exclusion to Section 1 of the certificate shall be deleted and exclusion (d) replaced by the following wording:

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

TE116 COVER FOR PARTICIPANT CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon subject to the Participant having paid the agreed extra contribution, the certificate shall be extended to cover

- loss of or damage to parts of the covered contract works taken over or put into service if such loss or damage emanates from the construction of the items covered under Section I and happens during the period of cover.

TE117 SPECIAL CONDITIONS FOR LAYING WATER SUPPLY AND SEWER 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 indemnify the Participant for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event.

The Company shall be liable only if

- 1) the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
- 2) the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
- 3) the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length : (as specified in the schedule) meters

TE118 DRILLING WORK FOR WATER WELLS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

- earthquake, volcanism, tsunami
- storm, cyclone, flood, inundation, landslide
- blow-out and/or cratering
- fire/explosion
- artesian waterflow
- mud loss, which cannot be overcome by known practices
- collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practices

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard covered against, and the Participant shall bear a deductible of 10% of the loss amount, minimum as stated below for any one occurrence.

Special Exclusions

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special Takaful),
- costs of fishing operations of all kinds,
- costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc).

Deductible: as per schedule

TE119 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.

TE120 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 takaful operator will indemnify the participant in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- b) the takaful operators will indemnify the participant in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
- 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 takaful operators will not indemnify the participant 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 takaful

TE121 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.

TEM07 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.

TEM08 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 LIMIT AS PER SCHEDULE of the Total Contract Value.

TEM09 WEATHER AGGREGATE (72 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.

TEM10 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 in respect of such loss to the Participant if desired.

TEM11 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, it is agreed that in the event of loss the Takaful hereunder shall be maintained in force for the full sum covered.

TEM12 FIFTY-FIFTY CLAUSE

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 participant 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 cause before or after arrival of the goods at the contract site it is agreed that settlement will be made on a 50/50 basis by the Marine Cover and the construction risks cover

TEM13 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.

TEM14 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.

TEM15 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 as per schedule either total or partial.

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

TEM16 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 or replacement costs up to a limit of as per schedule of the contract value.

TEM17 CLAIMS COST OF PREPARING CLAIMS CLAUSE

The Takaful by this certificate extends to cover costs and expenses necessarily and reasonably incurred by the participant following loss or damage to the property covered under Section I of this certificate to extract and compile information required by the company from the participant's owned records for the purpose of preparing a claim under the certificate but excluding legal investigation and research fees/expenses incurred for the purpose of contesting any issue over the participant's liability under this certificate.

Provided always that

1. No amount shall be recoverable if subsequent to the incurring of such expenses the Takaful Operator shall deny liability for any claim in respect of which the expenses had been incurred (with or without the consent of the Takaful Operator)
2. The liability of the Takaful Operator under this extension shall not exceed 5% of claims costs or minimum of as per schedule whichever is lower any one occurrence.

TEM18 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.

TEM19 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.

TEM20 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 Takaful covering the same liability at the time of liability arising.

TEM21 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/ takaful covering the same liability at the time of any liability arising.

TEM22 CONTRACTORS AND/OR SUB-CONTRACTORS CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that the Indemnity expressed in this Certificate is deemed to include liability caused by or in connection with the employment of Contractors and/or Sub-contractors or the Servants or authorized agents of such contractors or sub-contractors by the Participant pertaining to the business of the Participant described in the Certificate.

However this extension shall not apply to contractors and/or sub-contractors engaged by the Participant to perform construction and/or related works which is covered by any other more specific Takaful.

TEM23 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.

TEM25 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.

TEM26 COVER FOR CONSULTANTS AS THIRD PARTIES

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

Subject otherwise to the Terms and Conditions of the Certificate.

TEM27 DEWATERING EXPENSES EXCLUSION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon this takaful shall not indemnify the participant in respect of :

1. additional dewatering expenses incurred due to the quantities of water exceeding those originally expected.
2. expenses incurred for additional installations and facilities for the discharge of run-off and/or underground water.
3. loss or damage due to a failure of the dewatering system if such failure could have been avoided by sufficient standby facilities.

4. expenses incurred for grouting or any other measures to repair or prevent leakage of water into excavations and basements.

For the purpose of this endorsement standby facilities shall mean standby pumps and back-up power supply kept on the site at all times. Furthermore, such facility shall:

- a) be maintained in proper working condition
- b) be run at regular intervals to ensure proper working condition
- c) automatically take over in the event of failure or interruption of the original system.

TEM28 ESCALATION CLAUSE (PRICE VARIATION)

The Participant shall have the right to request an increase in the Limit of Indemnity under Section I in which event the takaful provided hereunder will extend to include any such increase up to a maximum of 110% above the Limits of Indemnity specified herein and this certificate will be endorsed accordingly and an additional contribution shall be payable.

TEM29 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 economizer 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.

TEM30 SUBSIDENCE OF GRADUAL SETTLEMENT

Notwithstanding anything contained in the Certificate to the contrary, the Takaful Operator shall not be liable to indemnify the Participant in respect of loss or damage due to subsidence and/or gradual settlement if caused by insufficient compacting or improvement of subsoil and/or due to foreseeable subsidence, likely to occur having regard to subsoil, material and/or methods of construction used and resulting solely from an unforeseen event.

TEM31 TEMPORARY ACCESS ROAD

Irrespective of the period of takaful specified in the Certificate, the Takaful Operator will indemnify the Participant only for unforeseen accidental loss of or damage to temporary access roads Participant under the Certificate if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

TEM32 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.

TEM33 LOSS PAYEE CLAUSE

The proceeds of any claims under this Section of Takaful (excluding Third Party Liability) shall be paid directly to the Employer or as it may direct and such payment shall be full and final and the Takaful Operator shall have no further liability towards such claims.

TEM34 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 takaful 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.

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 Company, may write to the "Mediator, Takaful Division of FMB", giving details of the dispute, the name of the Takaful Company and the Certificate number.

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

If the Mediator makes an award against an Takaful Company, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Company 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 Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Company 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)

Level 25, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Telephone Number: 03 2272 2811

Facsimile Number: 03 2272 1577

E-mail: enquiry@fmb.org.my

Website: www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

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

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

The contact details are as follows:

Director

Jabatan LINK dan Pejabat Wilayah

Bank Negara Malaysia

P. O. Box 10922

50929 Kuala Lumpur

Telephone Number: 1 300 88 5465

Facsimile Number: 03 2174 1515

E-mail: bnmtelelink@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, CustomerService

Level 4, Tower C, Dataran Maybank

No. 1, Jalan Maarof

59000 Kuala Lumpur, Malaysia

Telephone Number: 1300 13 8888 or +603 2780 4500

Facsimile Number: 03 2785 3093

E-mail: cmu@etiqa.com.my