

PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to participate in the Erection All Risks Scheme.

Please be sure to also read the general terms and conditions.



Erection All Risk Scheme

Date: 6 July 2017

1. What is this scheme about?

The Scheme provides comprehensive coverage for contractors to meet their obligations under contract conditions for civil engineering works awarded to them such as construction of building roads, airports, etc. The scheme also provides indemnity in respect of third party liability which the Participant may become legally liable arising out of the performance of the contract.

2. What are the Shariah concepts applicable?

This scheme applies the Shariah concepts of Wakalah and Tabarru'.

Wakalah is a contract where the participant appoints the takaful operator to carry out transactions on behalf of the participant to invest and manage the contribution in the General Takaful Fund (hereinafter referred to as "GTF") in accordance with the Shariah. As a return, the participant allows the takaful operator to deduct a certain amount as a wakalah fee for the services rendered.

Contribution less wakalah fee will be credited to the GTF as Tabarru' (a.k.a. cost of insurance in conventional insurance).

Tabarru' means a donation for the purpose of which is not commercial and is used to help other participants in times of misfortune for the purposes of solidarity, brotherhood and cooperation among participants.

Any surplus arising from the GTF will be shared and allocated between the GTF and Takaful Malaysia in accordance with the proportions of:

- (a) 50% of the surplus will be allocated to the GTF, which will be declared and distributed to the eligible participants in the form of Cash Back; and
- (b) 50% of the surplus will be allocated to Takaful Malaysia.

The surplus arising from the GTF is not guaranteed and will be based on Our actual claims experience and will first be applied to settle any Qardh owing to Us.

The entitlement, declaration and amount of Cash Back shall be determined and distributed at Takaful Malaysia's sole and absolute discretion. Cash back (if any) will only be payable to the eligible participants provided no claims have been made and no benefits have been received during the current Period of Takaful.

3. What are the covers / benefits provided?

This Scheme provides cover in respect of:

Section I – Material Damage

It covers almost any sudden and unforeseen physical loss or damage occurring to the contract works/property/items covered during the period of takaful, other than those specifically excluded under the certificate.

Section II – Third Party Liability

This section is in respect of third party liability for which you may become legally liable to pay as damages consequent upon:

- Accidental bodily injury to or illness of third party.
- Accidental loss or damage to property belonging to a third party.

Duration of cover corresponds to the contract period, including a maintenance period as stipulated in the Letter of Award. You need to participate in a new Certificate to cover each project undertaken.

4. How much contribution do I have to pay?

The total annual contribution that you have to pay may vary depending on the risk exposure, our underwriting requirements and sum covered of the property.

Subject to a minimum contribution of RM250.00.

5. What are the fees and charges that I have to pay?

Type	Amount
Wakalah Fees	45% of contribution of which: <ul style="list-style-type: none">- Commission – 15%- Other expenses – 30%
Stamp Duty	RM10.00
Goods and Services Tax (GST)	6% of the contribution paid

6. What are some of the key terms and conditions that I should be aware of?

Some of the key terms and conditions that you should be aware of are:

▪ **Duty of disclosure**

Non-Consumer Takaful Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of takaful. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us. You also have a duty to tell us immediately if at any time after your contract of takaful has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this takaful) is inaccurate or has changed.

- **Change in Risk** - you must inform the company or your agent in writing of any material changes during the certificate period so that the necessary amendments are endorsed into your certificate.
- **Duty of Participant** - you shall take all reasonable precautions for the safety of the property covered.
- You must ensure that your property are covered at the appropriate amount, either on:
 - a) **Market value basis** – we will pay the full cost of repairing the damaged property less the amount for wear, tear and depreciation.
 - b) **Replacement value basis** – we will reinstate, repair or replace the loss or damaged property without any deductions being made for wear, tear or depreciation provided that the sum covered is adequate to cover the total cost of replacing.
- **Under coverage** – you must ensure that the sum covered is adequate, otherwise, average condition will apply for under coverage at the time of loss. You shall be considered as covering for yourself the difference and shall bear the rateable proportion of the loss accordingly.
- **Excess** - is the first amount of loss that you have to bear in the event of a claim.

7. What are the major exclusions under this scheme?

This Scheme does not cover certain losses, such as:

- i) War, invasion, act of foreign enemy, hostilities, riot, strike etc.
- ii) Nuclear reaction, radiation, radioactive and contamination.
- iii) Wilful act or wilful negligence of any official of the Participant
- iv) Partial or total cessation of work due to lack of use.
- v) Consequential loss.
- vi) Bodily injury to or illness of employees or workmen of the contractor(s) or the principal(s).
- vii) Any accident caused by vehicles licensed for general road use or by waterborne vessel or aircraft.
- viii) Any other events prohibited by Shariah principles.

Note:

This list is non-exhaustive. Please refer to the Certificate for the full list of exclusions under this scheme.

8. Can I cancel my certificate?

You may cancel your certificate by giving a written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution provided you have not made any claim.

9. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

10. Where can I get further information?

Should you require additional information on the Erection All Risks Scheme, you can contact us or any of our branches or from our agent.

If you have any enquiries, please contact:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Berhad (131646-K)
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
P.O. Box 11483,
50746 Kuala Lumpur.

Tel: 1-300 88 252 385

Fax: 603 - 2274 0237

E-mail : csu@takaful-malaysia.com.my

Website: takaful-malaysia.com.my

11. Other types of similar cover available.

Please refer to our branches or agents for other similar types of cover available.

IMPORTANT NOTE:

YOU SHOULD READ AND UNDERSTAND THIS SCHEME AND DISCUSS WITH THE AGENT, BANK'S REPRESENTATIVE/PERSONNEL OR CONTACT US DIRECTLY FOR MORE INFORMATION.

Syarikat Takaful Malaysia Berhad is licensed under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 6/7/2017