

**You** as named in the **Schedule** agree to participate in Takaful myClick Motor FlexiSaver and pay a portion of the **Contribution** into the **General Takaful Fund (GTF)** based on **Tabarru'**. **You** authorised **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive **Wakalah** fee.

**You** also agree that any surplus arising from the **GTF** will be kept in the **GTF**. If the **GTF** is in deficit, **You** agree to accept an interest-free loan which will be provided by **Us** to the **GTF** based on **Qard**.

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System (**TIPS**) Brochure or contact Takaful Malaysia or PIDM (visit [www.pidm.gov.my/en](http://www.pidm.gov.my/en)).

#### **Applicable for Consumer Takaful Contracts**

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Schedule** and pursuant to the answers when **You** applied for the **Takaful** and any other disclosures made by **You** between the time when **You** applied for the **Takaful** and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of **Takaful** between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This **Certificate** reflects the terms and conditions of the contract of **Takaful** as agreed between **You** and **Us**. **Your Takaful** contract with **Us** is made up of the following:

- i. this **Certificate**;
- ii. the information **You** provided **Us** when **You** applied for this **Takaful**;
- iii. the **Schedule**;
- iv. the **Endorsements** attached to this **Certificate**; and
- v. the **Certificate of Takaful**.

All these must be read together as they form **Your Takaful** contract.

This **Certificate** sets out what **You** are covered for as shown in the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in this **Certificate**.

The coverage provided under this **Certificate** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of this **Certificate**.

## **SECTION A: WHAT IS COVERED**

This **Certificate** provides the following coverage:

### **1. LOSS OR DAMAGE TO YOUR CAR**

**You** will be indemnified if **Your Car** is lost or damaged during the **Period of Takaful** arising from the following **Incidents**:

- (i) fire, explosion or lightning; or
- (ii) burglary, housebreaking or theft.

### **2. LIABILITY TO THIRD PARTIES**

During the **Period of Takaful**, **You** will be indemnified for the amount which **You** are legally liable to pay any third party (including third party's costs and expenses) for:

- (i) death or bodily injury to any person except those specifically excluded under this **Certificate**; and/or
- (ii) damage to property except those specifically excluded under this **Certificate**,

as a result of an **Incident** arising out of the use of **Your Car** on a **Road**. This cover is extended to **Your Authorised Driver** provided **Your Authorised Driver** also complies with all the terms and conditions of this **Certificate**.

#### **(a) Limits of Our Liability**

**Our** liability for any one claim, or series of claims arising from one **Incident**, in any one **Period of Takaful** are:

- (i) unlimited amount for death or bodily injury to third party; and/or
- (ii) up to a maximum of RM3 million for third party property damage.

### (b) Cover for Legal Personal Representatives

Following the death of any Person Covered under this **Certificate**, that person's legal representatives will be indemnified for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of this **Certificate**.

### (c) Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **Incident**, legal cost incurred will be paid up to a maximum of RM2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and provided that **Our** prior written consent had been secured.

Only legal cost will be paid and any penalty imposed on **You** or **Your Authorised Driver** will not be paid.

### (d) Rights of Recovery

**We** have a right to refuse to pay **You** or **Your Authorised Driver** for any indemnity if either of **You** commit a breach of any conditions under this **Certificate** or where the claim falls outside the scope of cover provided by **Us** under this **Certificate**. However, if **We** are legally required to pay any judgment sum in respect of a claim under this Section because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which **We** would otherwise not have to pay, **We** have the right to ask **You** or **Your Authorised Driver** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

## 3. PAY AS YOU DRIVE DAILY COVER

Pursuant to the additional **Contribution** that **You** paid, **You** will be indemnified if **Your Car** is lost or damaged on the **Coverage Date** arising from the following **Incidents**:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) breakage of windscreen, windows or sunroof including lamination/tinting film, if any;

However, **Your** no claim discount would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already obtained **Endorsement C089**.

- (vi) malicious act; or
- (vii) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
  - a) **Road**;
  - b) rail;
  - c) inland waterway i.e. across a river or canal etc.; or
  - d) across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland.

In addition, each driver and/or passenger(s) of **Your Car** will be entitled to a complimentary personal accident cover of RM15,000 per life in one lump sum, subject to the following provisions:

### (a) Conditions For Benefits Payment

The eligible Person Covered is driving or riding as a passenger boarding or alighting from **Your Car** in Malaysia shall sustain injuries which directly and independently of all other causes resulted in death or Permanent Disablement within twelve (12) months from the date of accident.

For the purpose of this benefit,

- (i) Person Covered means the driver and/or passenger(s) of **Your Car**.
- (ii) Permanent Disablement means total loss by severance or total and permanent loss of use of the following conditions:
  - a) Total paralysis;
  - b) Loss of two limbs;
  - c) Loss of both hands or of all fingers and both thumbs; or
  - d) Total loss of sight of both eyes.

Such condition must continue uninterrupted for a period of six (6) months and verified by **Our** appointed medical practitioner to be beyond hope of recovery.

(iii) The benefits are payable only if the accident occurs on the **Coverage Date**.

**(b) Exclusions**

No benefit will be payable under any of the following circumstances:

- i. suicide or attempted suicide, provoked homicide or assault;
- ii. if the Person Covered does not hold a valid driving licence to drive **Your Car** or is not qualified for holding or obtaining such a valid driving licence under the regulations of the Malaysia Road Transport Act 1987;
- iii. while **Your Car** is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor trade;
- iv. whilst the driver of **Your Car** is under the influence of intoxicating liquor or drugs; or
- v. wilful, criminal, illegal or intentional acts, or neglect.

**(c) Special Provision**

If the number of Person Covered at the time of the occurrence exceeds the number stated as the seating capacity in the Vehicle Registration Card, **Our** limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers.

## SECTION B: WHAT IS NOT COVERED

This **Certificate** does not cover the following losses:

- (i) Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section C.
- (ii) Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement car, travelling expenses etc.
- (iii) The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and/or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.
- (iv) Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.
- (v) Any damage to the tyre(s) of **Your Car** unless other parts of **Your Car** are also damaged at the same time.
- (vi) Any loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.
- (vii) Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.
- (viii) Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.
- (ix) Death or bodily injury to any passenger being carried for hire or reward.
- (x) Death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**.

Under the Road Transport Act 1987, this **Certificate** shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a certificate of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.

**In the course of employment** - Any person who is injured/dies (whether as a passenger or otherwise) while on the job and is in or on the said **Car** as part of his/her employment e.g. wash worker, mechanic etc.

- (xi) Damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and/or any member of **You** or **Your Authorised Driver's Household**.
- (xii) Liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he/ she is required to be carried in or on **Your Car** by reason of or in pursuance of his/her certificate of employment with **You** or **Your Authorised Driver** and/or his/her employer.

**In pursuance of the contract of employment** - The passenger is required to be carried to a destination in order to carry out the job as spelt out in his/her contract of employment.

**Liability to passengers other than:**

- a) passengers carried for hire or reward;
- b) employees in the course of employment; or
- c) **You** or **Your Authorised Driver's Household** member unless he/she is required to be carried in **Your Car** by reason of or in pursuance to a contract of employment;

- (xiii) Liability caused by a passenger travelling in or alighting from **Your Car**.
- (xiv) Any claims brought against **You** by any driver of **Your Car**, whether authorised or not.
- (xv) Any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (xvi) All legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

## SECTION C: BASIS OF SETTLEMENT

If **Your Car** is damaged as a result of any **Incident**, **We** have the option of doing the following:

### 1. IF YOUR CAR IS REPAIRABLE

If in **Our** opinion **Your Car** is economical to repair, **We** have the option to:

- a) arrange for **Your Car** to be repaired at an **Approved Repairer** and pay the cost of repairing **Your Car** to the condition which is as near as possible to the condition it was in before the loss happened;
- b) pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or
- c) reinstate or replace **Your Car** with one of the same make, model, age and general condition.

### 2. IF YOUR CAR IS NOT REPAIRABLE

If in **Our** opinion, the damage to **Your Car** is so great that it would not be safe or economical to repair, **We** will declare **Your Car** "Beyond Economic Repair" ("BER") and **You** will be paid up to the maximum amount as stated in (d) below or offer **You** a settlement sum equivalent to the **Market Value**. **We** may also opt to replace **Your Car** with one of the same make, model, age and general condition. If **We** take any of these actions, this **Certificate** shall be automatically terminated once **We** make payment.

In cases where the valuation of the franchise-holder vary from **Market Value** by more than 10%, **We** would also have the option to offer a settlement value which is equal to the cost of acquiring a replacement car of the same make, model and age of the **Car** at the time of loss. It is **Our** option to offer **You** a replacement of the **Car**, should **You** not agree with the offer.

### 3. REPLACEMENT PARTS

If the spare parts or **Accessories** required to repair **Your Car** are not available in Malaysia, or if **We** choose to pay for the loss or damage in cash, **We** will settle **Your** claim on the following basis:

- a) the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, **We** will use the price at the manufacturer's production plant and include reasonable cost of transportation to Malaysia (but not the cost of air freight); and
- b) the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

### 4. THE MAXIMUM AMOUNT WILL BE PAID TO YOU

If **Your Car** is BER or stolen and not recovered, the amount payable under the **Certificate** will be the **Market Value** at the time of the loss or the **Sum Covered** as shown in the **Schedule**, whichever sum is the lesser. The **Market Value** is to be determined according to clauses 16 and 20 of Section G.

Upon **Our** payment of the said amount, this **Certificate** shall be automatically terminated.

## 5. UNDER-COVERAGE

If the **Sum Covered** of **Your Car** is less than the **Market Value** at the time of the loss, **We** will only pay part of the loss in proportion to the difference between the **Market Value** and the **Sum Covered** as shown in the formula below:

$$\frac{\text{Sum Covered}}{\text{Market Value}} \times \text{Assessed Loss}$$

The balance has to be borne by **You**. However, this will only apply if the under-covered amount is more than ten percent (10%) of the **Market Value**.

## 6. BETTERMENT

If new original parts are used to repair **Your Car** and as a result of which **Your Car** is in a better condition than it was before the damage, **You** would be required to contribute to its betterment, a proportion of the costs of such new original parts. **Your** contribution would be according to the following scale:

Age of Your Car (Years)	Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10	40%

To determine the rate of betterment to be applied, the age of **Your Car** will be calculated based on when it was originally registered in Malaysia:

a. as a locally assembled car	Date of Original Registration
b. as a new imported Completely Built Unit (CBU) car	Year of Manufacture
c. as an imported second-hand/used/reconditioned car	Year of Manufacture

## 7. TOWING COST

If **Your Car** cannot be driven on the **Coverage Date** as a result of any damage to it that is covered under Section A3 above, an amount up to a maximum of RM200 will be paid for the necessary and reasonable costs to move **Your Car** to the nearest **Approved Repairer** or to a safe place of storage while awaiting repair or disposal.

## SECTION D: NO CLAIM DISCOUNT

This Section spells out the reward system known as the "No Claim Discount" which is a form of **Contribution** discount for not having made a claim during the preceding **Period of Takaful**.

### 1. NO CLAIM DISCOUNT (NCD)

If **You** have covered **Your Car** for a continuous period of 12 months and **You** or **Your Authorised Driver** did not make any claim under this **Certificate** during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if **You** continue to have claim free years as follows:

Claim Free Year of Takaful	NCD Entitlement
After 1 continuous claim free year	25%
After 2 continuous claim free years	30%
After 3 continuous claim free years	38 <sup>1/30</sup> %
After 4 continuous claim free years	45%
After 5 continuous claim free years and beyond	55%

## 2. ONE CLAIM AND YOUR NCD IS DOWN TO ZERO

If **You** or **Your Authorised Driver** meet with an **Incident** which will give rise to a claim on this **Certificate**, the NCD entitlement that **You** have accumulated would drop to zero at the next renewal and **Your** NCD will start all over again. If a claim is received after the NCD has been applied, **We** shall be entitled to recover the NCD given from **You**.

## 3. EXCEPTION TO THIS RULE

**Your** NCD will not be affected even if a claim is made if:

- We** are of the opinion that **You** are not at fault for causing the loss;
- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- the offending vehicle is covered by a Malaysian licensed **Takaful** operator/insurance company; and
- there is no death or personal injury claim involved.

## 4. YOUR NCD IS NOT TRANSFERABLE

The NCD is personal to **You** which means that if **You** were to sell **Your Car** and **We** agree to transfer this **Certificate** to the new owner, **Your** NCD cannot be transferred for the benefit of the new owner.

## 5. NON-UTILISATION OF NCD

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Certificate** will be reversed in accordance with the scale set out in the table under this Section.

## SECTION E : GENERAL EXCEPTIONS - THESE APPLY TO THE WHOLE CERTIFICATE

This Section lists down the circumstances under which this **Certificate** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Section B above.

### 1. UNAUTHORISED DRIVER

Any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Car**, in respect of which indemnity is provided by this **Certificate**, is being driven by any person other than an **Authorised Driver** or a person driving on **Your** order or with **Your** permission.

### 2. UNLICENSED DRIVERS

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** do not have a valid driving licence to drive **Your Car**. This will not apply if **You** or **Your Authorised Driver** have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.

### 3. ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that **You** or **Your Authorised Driver** are incapable of having proper control of **Your Car**.

**You** or **Your Authorised Driver** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** or **Your Authorised Driver** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.

### 4. FRAUD AND EXAGGERATED CLAIMS

If any claim is in any part fraudulent or exaggerated, or if **You** or anyone acting on **Your** behalf, uses fraudulent means to get any benefit under this **Certificate**, the entire claim will not be paid or payable. If **We** are required to make payment of any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

### 5. UNLAWFUL PURPOSE

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** use **Your Car** for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where **Your Car** was being used.

## 6. USE FOR RACING ETC.

There is no cover under this **Certificate** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:

- a) to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
- b) on any racetrack.

## 7. USE OUTSIDE MALAYSIA

Unless **We** provide otherwise, this **Certificate** does not cover **You** in respect of claims arising whilst **Your Car** was being used or driven outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, **Our** liability under this **Certificate** is governed by the Road Transport Act 1987 and the terms and conditions of this **Certificate**, and **Our** liability outside Malaysia is governed by the terms and conditions of this **Certificate** only.

## 8. FAILURE TO TAKE PRECAUTION

Additional damages will not be paid if after an **Incident** or breakdown:

- a) **You** left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage;
- b) **You** continue to drive **Your Car** in an unroadworthy condition before any repair is done.

Claims that arise will not be paid if, when using **Your Car**, **You** do not take reasonable precaution to keep **Your Car** secured. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition key left in or on **Your Car**.

## 9. WAR RISK

There is no cover under this **Certificate** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- b) strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

## 10. NUCLEAR RISK

There is no cover under this **Certificate** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- a) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b) the use, handling or transportation of radioactive material in relation to any Act of Terrorism;
- c) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- d) the use, handling or transportation of radioactive material.

## 11. CONTRACTUAL LIABILITY

Any liability that arises by virtue of an agreement will not be paid by virtue of agreement but for which **We** would not have been liable in the absence of such agreement.

## 12. COMMUNICABLE DISEASE EXCLUSION

12.1 Notwithstanding any provision, clause or term to the contrary within this **Certificate** and/or any **Endorsement** thereof, **Certificate** excludes any loss, damage, liability, claim, cost, expense or other sum of whatsoever nature, directly or indirectly caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

12.2 As used herein:

12.2.1 "Communicable Disease" means any infectious, communicable or contagious disease, or any mutation or variation thereof, which can be transmitted by means of any substance or agent from any organism to another organism including, but not limited to, where:

- 12.2.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, organism or other pathogen or any variation thereof, whether deemed living or not, and
- 12.2.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

12.2.2 “caused by” means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

## SECTION F: CONDITIONS - THESE APPLY TO THE WHOLE CERTIFICATE

This Section spells out the terms and conditions that **You** must observe to ensure this **Certificate** remains effective.

### 1. CONDITIONS PRECEDENT TO CERTIFICATE LIABILITY

The following conditions are conditions precedent to **Our** liability to pay **You** any indemnity under this **Certificate** and have to be observed by **You** strictly. **We** can repudiate this **Certificate** and/or will not pay claims under this **Certificate** if **You** breach any of the relevant conditions. These conditions also apply to **Your Authorised Driver** and any legal representative who seek indemnity under this **Certificate**.

### 2. DUTY OF DISCLOSURE

Where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation when **You** applied for this **Takaful** i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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** in accordance with Schedule 9 of the Islamic Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**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 when **You** applied for this **Takaful** is inaccurate or has changed.

### 3. IF THERE IS MORE THAN ONE TAKAFUL/INSURANCE COVERING THE SAME CAR

- a) **You** must inform **Us** in writing if **You** have taken out any other **Takaful**/insurance in respect of **Your Car** during the **Period of Takaful**.
- b) If a claim arises under this **Certificate** and such a loss is also claimable under the other **Takaful** certificate(s)/ insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-**Takaful** operators/coinsurers who is/are also liable for the loss.

### 4. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE

It is hereby agreed and declared that this **Certificate** will not cover and is not intended to cover business, property, materials, stock, cash or any other financial instrument (collectively “Property”) and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such Property if at any time after the inception of this **Certificate**, **We** shall find such Property to be not Shariah compliant. In any such case, **We** shall reserve the right to cancel this **Certificate** and refund any **Contribution** received in respect thereof.

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

### 5. CANCELLATION

Either **You** or **We** may cancel this **Certificate** at any time during the **Period of Takaful**.

(a) Cancellation by **You**:

- i. **You** can cancel this **Certificate** at any time which **You** will be entitled to a refund of the **Contribution** for the unexpired period calculated on a pro-rata basis from the date of approval for such cancellation request. However, there is no refund of the additional **Contribution** that **You** have paid for the Pay As You Drive Daily Cover under Section A3 above if **You** have activated **Your Coverage Date** prior to the cancellation.
- ii. **You** can cancel **Your Coverage Date** and replace with a new **Coverage Date** before the commencement of **Your Coverage Date**. For avoidance of doubt, there is no refund of the additional **Contribution** that **You** have paid for the Pay As You Drive Daily Cover under Section A3 above.
- iii. This **Certificate** will automatically lapse once **You** sell or dispose off **Your Car** because **Your** permissible **Takaful** interest in the **Car** will cease. If **You** want to transfer this **Certificate** to the new buyer, **You** have to get **Our** prior consent.

(b) Cancellation by **Us**:

**We** may also cancel this **Certificate** by giving **You** fourteen (14) days notice in writing, whether by written notice or via electronic means, which **You** will be entitled to a refund of **Contribution** for the unexpired period calculated on a pro-rata basis from the date of approval for such cancellation.

There will not be any refund of **Contribution** for any cancellation of this **Certificate** (either by **You** or by **Us**) if a claim has been made on this **Certificate**.

## 6. BENEFITS

All benefits specified in this **Certificate** will be payable from the **GTF**.

## 7. MANAGEMENT OF FUND

Pursuant to the authorization given to **Us** by **You** and the rest of the participants, **We** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. **We** have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

## 8. WAKALAH FEE

The **Wakalah** fee chargeable under this **Certificate** is thirty-two point five percent (32.5%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

## 9. DISTRIBUTION OF SURPLUS

Fifty percent (50%) of the distributable surplus arising from the **GTF** as determined by **Us** will be distributed to eligible participants in the form of cash back based on **Hibah**. **We** will receive fifty percent (50%) of the distributable surplus as performance incentive based on **Ju'alah**.

## 10. DEFICIENCY & LOSS RECTIFICATION

If the **GTF** is in deficit, **We** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. **We** may waive **Our** rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to our mismanagement or negligence, **We** will make an outright transfer to rectify the deficit or loss.

## 11. TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to **You** resulting from refund/surrender/maturity/ termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), **We** will donate to charity.

## 12. CLAIMS PROCEDURES

If **Your Car** is involved in any **Incident** that could lead to a claim under this **Certificate**, **You** must do the following:

- a) Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:
  - i. Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
  - ii. Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.

**We** may allow a longer notification period if **You** can provide specific proof and justification for the delay.

- b) Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- c) Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.

- d) If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.

- e) Send **Your Car** to any of **Our Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under this **Certificate** if **You** breach this condition.
- f) **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Certificate**.  
**You** must not do any of the following:
- i. Admit any responsibility for any **Incident**; or
  - ii. Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

**We** will decide whether to negotiate, defend or settle, in **Your** name, **Your Authorised Driver's** name and/or on **Your** behalf, any claims made against **You** or **Your Authorised Driver** by a third party. If in **Our** assessment the third party claim made against **You** or **Your Authorised Driver** for property damage will exceed the limit of liability of RM3 million, the full amount of **Our** liability will be paid to **You** or the third party and hand over the further conduct of any defence, settlement or proceeding to **You** completely. After doing so **We** will not be liable under this **Certificate** to make any more payments to **You** or any claimant or any other person arising from the same **Incident**.

The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this **Certificate**. "Anyone else" may refer to personal representative or administrator/estate of the participant.

### 13. SUBROGATION

**We** reserve the right to undertake in **Your** name and **Your** behalf:

- a) the full conduct, control and settlement of any proceedings;
- b) recover compensation or secure indemnity from any third party in respect of anything covered by this **Certificate**,  
at **Our** own expense and benefit.

### 14. RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If **We** discover, or have justified suspicion, that this **Certificate** is exploited for money laundering activities or to finance terrorism, **We** reserve the right to terminate this **Certificate** immediately. **We** shall deal with all contributions paid and all benefits or sums payable in respect of this **Certificate** in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

### 15. SANCTIONS EXCLUSION CLAUSE

**We** shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

**We** may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this **Certificate**, including but not limited to, making or receiving any payments under this **Certificate**.

### 16. TERMINATION OF THIS CERTIFICATE

This **Certificate** shall automatically terminate upon occurrence of any of the following:

- a) upon cancellation of this **Certificate** by **You**;
- b) upon cancellation of this **Certificate** by **Us**;
- c) when there is fraud or misrepresentation of material fact during application;
- d) when **We** made the claim settlement for **Your Car** due to "Beyond Economic Repair" or stolen, if the **Incident** occurs on the **Coverage Date**;
- e) when this **Certificate** expires at the end of **Period of Takaful**; or
- f) upon cancellation due to non Shariah compliance as per Condition 4.

If the termination is due to (a) and (b), please refer to "Condition 5 – Cancellation" for **Contribution** refund. If the termination is due to (c) and (f), **We** will refund to **You** the **Contribution** in full. If the termination is due to (d) and (e), **We** will not refund to **You** the **Contribution**.

Any **Contribution** receipt by **Us** after the termination of this **Certificate** will not create any liability to **Us** but **We** will refund such **Contribution** to **You** without profit.

## 17. LEGAL PROCEEDING CLAUSE

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Certificate**. If **You**/the Person Covered shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Certificate**, **You**/the Person Covered may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the terms and conditions of this **Certificate**. The acceptance of such proof of loss shall be at the sole and entire discretion of **Us**. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss.

## 18. DISPUTE RESOLUTION

If there are differences or disputes on any matters relating to this **Certificate** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Asian International Arbitration Centre shall appoint an Umpire.

If the disputed sum is less than RM250,000, **You** may refer the matter to the **Ombudsman for Financial Services** to resolve the dispute.

## 19. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

**You** may make inquiries or request for access to or correction of **Your** Personal Data or limit the processing of **Your** Personal Data at any time hereafter by submitting such request to **Us** via email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). **We** will retain **Your** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

**You** have expressly acknowledged and consent to **Your** Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

## 20. CUSTOMER SERVICE CHARTER

**You** may visit **Our** website to know more about **Our** [Customer Service Charter](#).

## 21. NOTICE

Any correspondence, notice, request, instruction required by **Us** must be in writing, whether by written notice or via electronic means.

## 22. OTHER MATTERS

**We** will only be liable to pay **You** any indemnity under this **Certificate** if **You**:

- (a) Comply with all the terms and conditions of this **Certificate**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Certificate**;
- (b) Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
- (c) Take reasonable care to avoid any situation that could result in a claim. This **Certificate** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
- (d) Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

## SECTION G: DEFINITIONS

The following words printed in bold under this **Certificate** shall have the meanings as defined below, unless the context otherwise requires.

### 1. ACCESSORIES

This refers to the standard factory-fitted tools of the **Car** including air-conditioners and spare tyres and may include radio/cassette player/compact disc player and the like.

### 2. ACT OF TERRORISM

This refers to an act by any person(s) or group that uses force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### 3. ADJUSTER

This refers to a person or entity registered under the Islamic Financial Services Act 2013 who is appointed by **Us** to investigate the cause and circumstances of a loss and to determine the amount of loss.

### 4. APPROVED REPAIRER

This refers to any of the following:

- a. motor repair workshops which are on **Our** panel of approved workshops; or
- b. motor repair workshops approved by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS); or
- c. any other repairer that **We** have given You special permission to use. The circumstances under which a special permission may be granted by Us includes:
  - (i) no **Approved Repairer** described in (a) and (b) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or the nearest workshop approved by PIAM under PARS;
  - (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
  - (iii) franchise repairers.

### 5. AUTHORISED DRIVER

This refers to any person who drives **Your Car** with **Your** consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason.

### 6. CAR

This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

### 7. CERTIFICATE

**Certificate** includes this Certificate Wording, the **Schedule**, the **Certificate of Takaful** and all **Endorsements** specifically listed in the **Schedule**.

### 8. CERTIFICATE OF TAKAFUL

This **Certificate** is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Certificate** is issued.

### 9. CHEATING

This follows the meaning as defined under Section 415 of the Penal Code which is as follows: Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- (b) intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".

### 10. CONTRIBUTION

Any amount **We** require **You** to pay under this **Certificate** and includes government charges.

#### 11. CRIMINAL BREACH OF TRUST

This follows the meaning as defined under Section 405 of the Penal Code which is as follows: Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal certificate, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

#### 12. ENDORSEMENT

This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Certificate**.

#### 13. GENERAL TAKAFUL FUND OR GTF

This refers to a fund established to pool portion of contributions paid by participants, on the basis of **Tabarru'** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.

#### 14. HIBAH

This refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**.

#### 15. HOUSEHOLD

This refers to all members of **Your** or **Your Authorised Driver's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.

#### 16. INCIDENT

Any event which could lead to a claim under this **Certificate**.

#### 17. JU'ALAH

This refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for Our achievement in managing the **GTF** which results in the surplus.

#### 18. MARKET VALUE

This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be **Reference to Motor Vehicle Market Valuation System**.

#### 19. OMBUDSMAN FOR FINANCIAL SERVICES (OFS)

This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Certificate** as an alternative to the courts.

#### 20. PERIOD OF TAKAFUL

The period shown in the **Schedule** when the cover under Section A1 and Section A2 as provided by this **Certificate** is operative.

#### 21. QARD

This refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.

#### 22. REFERENCE TO MOTOR VEHICLE MARKET VALUATION SYSTEM

This refers to the ISM Automotive Business Intelligence System as approved by **PIAM** to determine the **Sum Covered** of **Your Car** at the time **You** obtain/renewed this **Certificate** as well as the **Market Value** at the time of the loss. When a claim is made, the **Market Value** of **Your Car** would be determined by the ISM Automotive Business Intelligence System and this value would be accepted as the cost of acquiring a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the ISM Automotive Business Intelligence System for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**. The valuation done by the ISM Automotive Business Intelligence System or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

**23. ROAD**

Section 2 of the Road Transport Act 1987 defines “**Road**” as “any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, side tables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use”.

**24. SCHEDULE**

This document shows **Your** name and address, the **Period of Takaful**, the **Contribution You** have paid, the **Car** which is covered, the **Sum Covered** and details of any extensions or **Endorsements**.

**25. SUM COVERED**

This is the maximum that **You** will be paid for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Covered** must be sufficient to cover the cost to replace **Your Car** in the event of an **Incident** that completely destroys it.

**26. TABARRU'**

This means donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the **Contribution** to the **GTF** based on **Tabarru'** to help other participants. **Tabarru'** takes into effect when **You** contribute to the **GTF**.

**27. TAKAFUL**

This refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru'** into a common fund to provide financial assistance payable to the participant, Person Covered or beneficiary on the occurrence of pre-defined events.

**28. COVERAGE DATE**

This refers to the date(s) which **Your Car** is covered under Section A3 as provided by this **Certificate** when **You** activate Pay As You Drive in **Our** mobile application subject to the additional **Contribution** that **You** paid.

**29. WAKALAH**

This refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

**30. WE, OUR, US, TAKAFUL MALAYSIA**

This refers to Syarikat Takaful Malaysia Am Berhad that is issuing **You** this **Certificate** representing the participants of the **GTF**.

**31. YOU, YOUR, YOURSELF**

This refers to the **Certificate** holder or person described in the **Schedule** as “the Participant”.

## SECTION H: ENDORSEMENTS

The following is a list of additional terms and conditions (known as **Endorsements**) that **We** may impose on **You** or optional covers available that **You** may want to add to **Your Certificate** at inception date of this **Certificate** by paying additional **Contribution**. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to **Your Certificate**.

### Endorsement CADR: All Drivers

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the motor vehicle or has been permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving that motor vehicle.

### Endorsement C089: Cover for Windscreens, Windows and Sunroof

Pursuant to the additional **Contribution** that **You** paid, the **Takaful** provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination/tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that will be paid under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement C089**'.

If **Your** claim is for the damaged glass only and no other damage, **You** will not lose **Your** No Claim Discount entitlement. If the damaged glass is replaced, the cover provided by this **Endorsement** comes to an end as soon as the glass is replaced. If **You** wish to enjoy continued coverage, **You** must take a new **Endorsement** cover and pay the additional **Contribution** to **Us**.

Alternatively, if the damaged glass is repaired, this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit, **You** must pay the additional **Contribution** to **Us**. **We** have the final say on whether to repair or to replace the damaged glass.

### Endorsement C201: Motor PA Plus

Pursuant to the additional **Contribution** that **You** paid, the coverage under this **Certificate** will include:

#### 1. Personal Accident Cover for Driver & Passengers and Breakdown Towing Services

##### (a) Benefits

Each driver and/or passenger(s) of **Your Car** will be entitled to an additional personal accident coverage as per amount stated in the **Schedule** per life in one lump sum (in addition to the complimentary personal accident coverage provided under Section A3 of this **Certificate**).

##### (b) Conditions for Benefits Payment

The eligible Person Covered is driving or riding as a passenger boarding or alighting from **Your Car** in Malaysia shall sustain injuries which directly and independently of all other causes resulted in death or Permanent Disablement within twelve (12) months from the date of the accident.

For the purpose of this benefit;

- (i) Person Covered means the driver and/or passenger(s) of **Your Car**.
- (ii) Permanent Disablement means total loss by severance or total and permanent loss of use of the following conditions:
  1. Total paralysis;
  2. Loss of two limbs;
  3. Loss of both hands or of all fingers and both thumbs; or
  4. Total loss of sight of both eyes.

Such condition must continue uninterrupted for a period of six (6) months and verified by **Our** appointed medical practitioner to be beyond hope of recovery.

##### (c) Exclusions

No benefit will be payable under any of the following circumstances:

- (i) suicide or attempted suicide, provoked homicide or assault;
- (ii) if the Person Covered does not hold a valid driving licence to drive **Your Car** or is not qualified for holding or obtaining such a valid driving licence under the regulations of the Malaysia Road Transport Act 1987;
- (iii) while **Your Car** is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor trade;

- (iv) whilst the driver of **Your Car** is under the influence of intoxicating liquor or drugs; or
- (v) wilful, criminal, illegal or intentional acts, or neglect.

**(d) Special Provision**

If the number of Person Covered at the time of the occurrence exceeds the number stated as the seating capacity in the Vehicle Registration Card, **Our** limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers.

**2. Breakdown Towing**

In the event of breakdown to **Your Car** during the **Period of Takaful**, **Our** service provider will assist to tow **Your Car** up to the distance stated in the **Schedule** to any of **Our** panel workshops or to **Your/Your Authorised Driver's** preferred workshop. All toll charges and any cost incurred for spare parts shall be borne by **Your/Your Authorised Driver**. For the avoidance of doubt, this coverage is provided in addition to the towing limit as entitled under **Our** Tele Bantuan program and it is provided within Malaysia only.

**Endorsement C202: Key Replacement**

Pursuant to the additional **Contribution** that **You** paid, **We** agree that if the key of **Your Car** is stolen or lost during the **Period of Takaful**, **We** will reimburse eight percent (80%) of the cost of replacing the key up to a maximum amount as stated in the **Schedule**. This cover is limited to one claim in each **Period of Takaful**. Provided that a copy of the police report on the **Incident** and original receipts for the expenses incurred is submitted to **Us**.

## SECTION I: ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

### 1. ENQUIRIES /COMPLAINTS HANDLING

If **You** have any enquiry or complaint pertaining to any matter related to **Your** certificate, **You** may refer to **Our** Customer Service Unit (CSU) at:

#### Customer Service Unit (CSU)

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)]  
27<sup>th</sup> Floor, Annexe Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
P.O. Box 11483,  
50746 Kuala Lumpur.  
Tel: 1-300 88 252 385  
Email: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)  
Website: [www.takaful-malaysia.com.my/en](http://www.takaful-malaysia.com.my/en)

### 2. AVENUE OF CLAIM APPEAL

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300 88 252 385 or email **Us** at [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my) and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** may refer the case either to the **Ombudsman for Financial Services (OFS)** or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

#### Ombudsman for Financial Services (664393P)

Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: 603 2272 2811  
Fax: 603 2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

#### BNM Laman Informasi Nasihat dan Khidmat (LINK)

Ground Floor, Blok D, Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
Webform Address: [eLINK \(bnm.gov.my\)](http://eLINK(bnm.gov.my))