



FXPLANATORY NOTES

HOW TO READ THIS DOCUMENT

Please note that your Private Car Certificate only starts from page 6 onwards. To help you read and understand your certificate better, we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your certificate and should not be used to interpret your Takaful contract in the event of any dispute.

WORDS IN BOLD

You will notice that some words in the certificate are printed in **bold** letters. This is because they have been given specific meaning in your Private Car Certificate. Please refer to Section F on pages 16 to 17 for the meaning of these words.

WHAT MAKES UP YOUR TAKAFUL CONTRACT?

Your Takaful contract with us is made up of the following:

- Takaful certificate on pages 6 to 24 (excluding the italic texts);
- the information you provided us when you applied for this takaful;
- the Schedule:
- the Endorsements attached to the certificate: and
- the Certificate of Takaful (CT).

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

DUTY OF DISCLOSURE

A. CONSUMER TAKAFUL CONTRACT

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 in answering the questions in the Proposal Form (or 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 in the Proposal Form (or when you applied for this Takaful) is inaccurate or has changed.

B. NON-CONSUMER TAKAFUL CONTRACT

Where you have applied for this Takaful for purposes related to your trade, business or profession, you had 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 term(s) or termination of your contract of Takaful.

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.

If you misrepresented any facts to us before the certificate is entered into, examples of the actions that may be taken by us against you include the following:

- declare your certificate void from inception (which means treating it as invalid), and we will not pay any claim;
- cancel this certificate and return any contribution less any charge (if any) or recover any unpaid contribution;
- recover any shortfall in contribution;
- not pay any claim that has been or will be made under the certificate; or
- be entitled to recover from you the total amount of any claim already paid under the certificate or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost







WHAT IS COVERED?

Your Takaful does not cover you against everything that can happen to your car. Check out the Schedule that we issued to you to know the type of cover you have. The main types of cover are:

Page	Basic Cover	Comprehensive	Third Party, Fire and Theft	Third Party Only
7 to 9	Section A: Loss or Damage to Your Own Car			
7	1. a. What is Covered (under this section)	✓	Х	X
	(i) accidental collision or overturning	✓	×	X
	(ii) collision or overturning caused by mechanical breakdown	✓	Х	X
	(iii) collision or overturning caused by wear and tear	✓	Х	X
	(iv) impact damage caused by falling objects subject to certain exclusions	√	×	Х
	(v) fire, explosion or lightning	1	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination tinting film	✓	✓	Х
	(vii) burglary, housebreaking or theft	1	Х	Х
	(viii) malicious act	1	Х	Х
	(ix) while in transit (limited cover)	1	✓	×
7	1. b. What is not Covered (under this section)	✓	√	X
8 to 9	2. Basis of Settlement (how we will settle your claim)	1	√	X
9	3. Towing Costs (to a repairer or safe place)	1	✓	X
10 to 11	Section B: Liability to Third Parties			
10 to 11	1. a. What is Covered (by this section)	✓	✓	✓
10 to 11	1. b. What is Not Covered (by this section)	✓	✓	✓
10	2. Limits of Our Liability (the maximum that we pay)	✓	✓	1
10	3. Cover for Legal Personal Representatives	1	✓	√
10	4. Maximum Legal Costs (if approved)	1	1	✓
11	5. Rights of Recovery	1	✓	/
11	Section C: No Claim Discount	1	✓	✓
12 to 13	Section D: General Exceptions – These Apply to the Whole Certificate	1	✓	✓
14 to 15	Section E: Conditions – These Apply to the Whole Certificate	1	✓	√
16 to 17	Section F : Definitions of Words Highlighted in the Certificate	1	√	✓
18	Section G : Complimentary Personal Accident Cover for Driver and Passengers – Applicable only for Comprehensive Cover	✓	Х	Х
18 to 22	Section H : Endorsements - Applicable only if the Endorsement Number is Printed in the Schedule	Optional	Optional	Optional

Key: \checkmark = applicable x = not applicable





WHAT THIS CERTIFICATE DOES NOT COVER?

These are referred to as 'Exceptions' in your certificate and there are three sections where you can find them:

- Section A 1b see 'What is Not Covered' (pages 7 and 8): applicable to Comprehensive certificate only.
- Section B 1b see 'What is Not Covered' (pages 10 and 11): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.
- Section D see 'General Exceptions' (pages 12 to 13): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.

There are generally three reasons why we put these exceptions in your basic Private Car Certificate:

- 1. Cover is not provided for the exceptions. You have to pay additional contribution if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Certificate but which can be covered if you pay additional contribution are:
 - flood, storm {see Section A1b 'What is not Covered" (page 7)};
 - strike, riot, civil commotion (see Section D 'General Exception 8b' (page 12)); and
 - use outside Malaysia, Singapore or Brunei (see Section D 'General Exception 6' (page 12)).
- 2. There are other risks which are not covered by the basic Private Car Certificate or by any of its extensions. We would have to issue a different certificate if you want these types of cover. For example, the following are not covered by your Private Car Certificate but can be covered under a different type of certificate:
 - carriage of goods must be covered under a Commercial Vehicle Certificate; and
 - hire or reward must be covered by taxi or hired car certificate.
- 3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D 'General Exceptions' (pages 12 to 13) such as:
 - war, nuclear fission or fusion;
 - risks that are against government/public policy or against the law; and
 - drunk driving.

HOW CAN YOUR CAR BE USED?

Since this is a Private Car Certificate, your certificate only covers you if your car is used for "social, domestic and pleasure purposes and for the Participant's business". This is clearly stated in the Certificate of Takaful under the heading "Limitation as to Use".

The following are some examples of how your car can be used:

- to visit relatives and friends, for shopping etc.; and
- for some limited business use such as getting to and from work, and meeting customers.

However, you will not be covered, for example, if you use your car in the following manner:

- as a private taxi by charging fares to carry passengers;
- as a hire car by charging rental to use your car;
- to carry any goods in connection with any trade or business other than samples unless you participate the appropriate cover;
- for motor trade (use for showroom display and for test-drive);
- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and
- use on any racetrack.





WHO CAN DRIVE YOUR CAR?

Practically anyone can drive your car as long as the driver.

- has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {(see exclusion on Unlicensed Drivers in Section D - 'General Exception 1' (page 12)};
- has your permission to drive (see definition of Authorised Driver in page 16); and
- complies with all the terms and conditions of this certificate.

If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.

IN WHICH TERRITORY IS YOUR CAR COVERED?

This Takaful you have participated only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Certificate, you will need to obtain Endorsement 100 (see page 21), which provides a limited cover for your liability for death or bodily injury of passengers.

WHEN IS YOUR COVER EFFECTIVE?

This Takaful is effective from the time of participation of the Takaful contract or at the agreed time of commencement, until the expiry date. The period of Takaful will be printed in the Certificate Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

HOW MUCH SHOULD YOU COVER YOUR CAR?

To be safe, you should cover your car at its current market value (see definition in page 17). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to cover is called the sum covered. Please note that you could be penalised if your car is under-covered (see Section A2e - 'Under-Covered' in page 8).

For example, if the market value of your car is RM100,000 but you only covered it for RM80,000 then you could be penalised for under-Covered. Assuming the loss is assessed at RM5,000, instead of we paying the full amount, you could be made to bear a portion of the loss in proportion to the under-Covered as follows:

Sum Covered	RM80,000		
x Loss =		Х	RM5,000 = RM4,000
Market Value	RM100.000		

Therefore RM4,000 will be paid while the balance of RM1,000 will be borne by you.

You would be penalised as shown above if the market value of your car exceeds the sum covered by 10%. On the other hand, it would be inappropriate to over-cover as your Takaful operator would only pay your claim based on the market value. One way to protect yourself from being under-covered or over-covered is to opt for the sum covered determined by a market valuation system approved by Persatuan Insurans Am Malaysia (PIAM).

WHAT IS NO CLAIM DISCOUNT ("NCD")?

This is a form of contribution discount for not having made a claim during the preceding period of your Takaful (provided the period of Takaful exceeds one year). The scale of NCD applied is specifically mentioned in the certificate.

The applicable NCD can be checked with us or the Central NCD Database ("CND") at https://www.mycarinfo.com. my /ncdcheck/online before you obtain your Private Car Certificate.







WHAT IS AN EXCESS?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Certificate Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your certificate.

As an example, if we assess the claim payable to be RM10,000 but your certificate carries an excess of RM500, you will have to bear the first RM500 yourself and the balance of RM9,500 will be paid.

DO'S AND DON'TS - AFTER YOU HAVE HAD AN ACCIDENT OR THEFT

DO:

- Call Accident Assist Call Centre (AACC) 24 hours nationwide Takaful road accident Helpline number 1-300-22-1188 or 15-500 for immediate road assistance or tow service in the event of a road accident, or to make an enquiry onclaims procedure;
- inform us as soon as possible about any incident which may give rise to a claim;
- report all accidents to the police within 24 hours as required by law;
- submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
- remove your car to our Approved Panel Repairer for repairs or windscreen repairs or replacement;
- fully fill up the relevant sections of your claim form do not put "refer to police report"; and
- if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the Takaful operator/ Insurer of the third party.

DON'T:

- negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 14); and
- authorise repair without our consent (see Condition 2f in page 14).

Condition 2 of your certificate (see page 14) spells out the do's and the don'ts after an accident or theft in more detail.





PRIVATE CAR CERTIFICATE

THE TAKAFUL AGREEMENT

A. Where Your Car is used for any purpose that is not related to Your trade, business or profession, the following

CONSUMER TAKAFUL CONTRACT

This **Certificate** is issued pursuant to:

- the payment of contribution as specified in the Takaful Schedule to the General Takaful Fund (GTF) under the principle of tabarru' to help other participants in the event as defined in this certificate;
- the answers given in Your Proposal Form (or when You applied for this Takaful); and

any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this certificate is entered into. The answers and any other disclosures given by You shall form part of this certificate of Takaful between You and Us. However, in the event of any pre-certificate 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.

It is our responsibility to manage the GTF on behalf of the participants under the principle of Wakalah.

This Certificate reflects the terms and conditions of the certificate of Takaful as agreed between You, Us and participants of the GTF.

B. Where **Your Car** is used for purposes related to **Your** trade, business or profession, the following applies:

NON-CONSUMER TAKAFUL CONTRACT

This **Certificate** is issued pursuant to:

- the payment of contribution as specified in the Takaful Schedule to the General Takaful Fund (GTF) under the principle of tabarru' to help other participants in the event as defined in this certificate.
- and pursuant to the answers given in Your Proposal Form (or when You applied for this Takaful); and

any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this certificate is entered into. The answers and any other disclosures given by You shall form part of this certificate of Takaful between You and Us. In the event of any precertificate misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your certificate of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your certificate of Takaful.

It is our responsibility to manage the GTF on behalf of the participants under the principle of Wakalah.

This Certificate reflects the terms and conditions of the certificate of Takaful as agreed between You, Us and participants of the GTF.





SECTION A: LOSS OR DAMAGE TO YOUR OWN CAR

This section spells out the coverage under Section A and is only applicable if You have Comprehensive cover.

1a: WHAT IS COVERED

1b: WHAT IS NOT COVERED

The events which are not covered are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.

You will be indemnified if Your Car is lost or damaged during the Period of Takaful 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) fire, explosion or lightning:
- (vi) breakage of windscreen, windows or sunroof including lamination/tinting film, if any;

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

- (vii) burglary, housebreaking or theft;
- (viii) malicious act; or
- (ix) 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.

We will not pay for the following losses:

Consequential Losses

Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.

(ii) **Loss of Use**

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.

For an additional contribution, Your Certificate can be extended to cover an agreed payment per day for an agreed duration (Endorsement C112).

(iii) **Depreciation**

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) **Breakdown or Malfunction of Parts**

Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to Your Car.

Damage to Tyre(s)

Any damage to the tyre(s) of **Your Car** unless other parts of Your Car are also damaged at the same time.

Convulsions of Nature

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) Excess

The amount of **Excess** stated in the **Schedule**. This is the first amount that You have to bear in respect of each and every claim under the Certificate.

(viii) Loss of Electronic Data

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.

Cheating or Criminal Breach of Trust

Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach** of Trust by any person.





BASIS OF SETTLEMENT

This section explains how We will settle Your claim once We accept that it is payable under Section A. If Your Car is damaged as a result of any Incident, We have the option of doing the following:

A. IF YOUR CAR IS REPAIRABLE

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

- arrange for Your Car to be repaired at Our 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;
- pay You in cash the amount We estimate it would cost to repair Your Car; or
- reinstate or replace Your Car with one of the same make, model, age and general condition.

B. 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.

C. 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:

- 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
- the reasonable labour cost of fitting such spare parts or Accessories in Malaysia.
- include reasonable cost of transportation to Malaysia (but not the cost of air freight); and
- the reasonable labour cost of fitting such spare parts or Accessories in Malaysia.

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

The Market Value is to be determined according to clauses 15 and 16 of Section F.

E. 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:

Sum Covered x Assessed Loss Market Value

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







F. 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 and above	40%

 $To determine the rate of betterment to be applied, the age of {\color{red} Your Car} will be calculated based on when it was a constant of the property of the pr$ 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

3. TOWING COSTS

If Your Car cannot be driven as a result of any damage to it that is covered by this Certificate, an amount up to a maximum of RM200 will be paid for the necessary and reasonable costs to remove Your Car to the nearest approved Repairer or to a safe place of storage while awaiting repair or disposal.





SECTION B: LIABILITY TO THIRD PARTIES

1a. WHAT IS COVERED

You and/or Your Authorised Driver will be indemnified for the amount which You and/or Your Authorised Driver 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.

2. LIMITS OF OUR LIABILITY

The following will be paid for any one claim, or series of claims arising from one Incident, in any one Period of Takaful:

- (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.

For an additional contribution, the limits of liability for third party property damage can be extended up to RM20 million (Endorsement C105).

3. 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 the Certificate.

4. MAXIMUM 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.

1b. WHAT IS NOT COVERED

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this Certificate and any other applicable Endorsement. We will not pay for.

- (i) death or bodily injury to any passenger being carried for hire or reward;
- (ii) 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 passenger or otherwise) while on the job and is in or on the said Car as part of his/her employment e.g. car wash worker, mechanic etc.

- (iii) 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 Your or Your Authorised Driver's Household;
- (iv) 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 certificate of employment.

Liability to passengers other than:

- a) passengers carried for hire or reward;
- employees in the course of employment; or
- Your 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 certificate of employment; may be covered separately for additional contribution under Endorsement C100. If You have covered such liability, You will need to refer to the full text of **Endorsement** C100: Legal Liability to Passengers as to what this **Endorsement** covers or excludes and the applicable conditions.







5. RIGHTS OF RECOVERY

We have a right to refuse to pay You any indemnity or Your Authorised Driver if either of You commit a breach of any Certificate conditions 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 Section B of this Certificate 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.

v) liability caused by a passenger travelling in or alighting from Your Car;

> Liability for accidents caused by Your passengers may be covered separately for additional contribution under Endorsement C072. You will need to refer to the full text of **Endorsement C072**: **Legal Liability of Passengers for Negligent Acts** as to what this **Endorsement** covers or excludes and the applicable conditions.

- any claims brought against You by any driver of Your (vi) Car, whether authorised or not;
- vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/
- (viii) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

SECTION C: NO CLAIM DISCOUNT

This section spells out the reward system known as the "No Claim Discount".

1. NO CLAIM DISCOUNT (NCD)

If You have covered Your Car for a continuous period of 12 months and You or anyone else 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 1/3 %
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 anybody else 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;
- 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 in clause C1 above.







SECTION D: GENERAL EXCEPTIONS – THESE APPLY TO THE WHOLE CERTIFICATE

This section lists down 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 Sections A1b and B1b.

1. 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.

2. 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.

3. 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.

4. 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.

5. USE FOR RACING ETC.

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

- 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.

6. USE OUTSIDE MALAYSIA

Unless We provide otherwise, this Takaful 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.

For an additional contribution, Your Certificate can be extended to cover the use of Your Car in Thailand or Kalimantan only if You obtain the prescribed extension cover (Endorsements C101 and C102).

7. FAILURE TO TAKE PRECAUTION

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

- You left Your Car unattended or failed to take proper precaution to prevent further loss or damage; or
- 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.

8. 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:

- 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
- strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or b. usurped power.

For an additional contribution, Your Certificate can be extended to cover strikes, riots and civil commotion (Endorsement C025).







9. 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:

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

10. CONVULSIONS OF NATURE

There is no cover (unless specifically participated) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

For an additional contribution, Your Certificate can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (Endorsement C057).

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. 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 person driving on Your order or with Your permission.

SECTION E: CONDITIONS - THESE APPLY TO THE WHOLE CERTIFICATE

This section spells out the terms and conditions that You must observe to ensure this Takaful remains effective. Basically these conditions are of three types:

- What You must do
- What You must not do
- What We can do

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 the 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.

1. DUTY OF DISCLOSURE

The duty of disclosure is different for a Consumer Takaful Contract and for a Non-Consumer Takaful Contract. They are separately outlined below:

A. CONSUMER TAKAFUL CONTRACT

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 in answering the questions in the Proposal Form (or 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 certificate of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your certificate 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 certificate 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.





B. NON-CONSUMER TAKAFUL CONTRACT

Where You have applied for this Takaful for purposes related to Your trade, business or profession, You had 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 certificate of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your certificate of Takaful.

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.

2. ACCIDENTS AND CLAIMS PROCEDURES

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

- 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:
 - Within seven (7) days if You are not physically disabled or hospitalised following the Incident;
 - Within thirty (30) days or as soon as practicable if You are physically disabled and hospitalised as a result of the

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

- h 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.
- 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.

- 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.
- 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 Section A of this Certificate if You breach this condition.
- 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:

- Admit any responsibility for any Incident; or
- 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.







3. CANCELLATION

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

a. Cancellation by You:

- You can cancel this Certificate at any time by returning the Certificate of Takaful (CT) to Us or, if the CT has been lost or destroyed, You must provide Us with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the CT or SD You will be entitled to a refund of the contribution for the unexpired period calculated on a pro-rata basis from the date of receipt by Us of the CT or SD in the event that the Certificate is lost or destroyed or not received by You.
- The 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 the 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 by registered post to Your last address known to Us.
- After returning the CT or SD You will be entitled to a pro-rata refund of contribution for the unexpired period calculated on a pro-rata basis from the date We receive the CT or SD from You to the expiry date of the Certificate.

There will not be any refund of contribution for any cancellation of Certificate (either by You or by Us) if You have paid the Minimum Contribution only or if a claim has been made on this Certificate.

4. 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.

5. SUBROGATION

We are entitled to take over all rights and remedies that You may have against any third party who caused the loss. We shall have the absolute discretion in the conduct of any proceedings, at Our own costs, against the third party and in the settlement of any such claim and You shall give Us such information and assistance as We may require from time to time including assigning all rights to take action in Your name. You must however give Us Your full cooperation to protect these rights and provide all assistance and take such steps as We require.

6. 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 Kuala Lumpur Regional Centre for Arbitration 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.

7. 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.

8. PREVALENT CERTIFICATE WORDING

For avoidance of doubt, the English version of this Certificate wording will prevail over the Bahasa Malaysia version at all times.







SECTION F: DEFINITIONS OF WORDS HIGHLIGHTED IN THE CERTIFICATE

This section explains what We mean by the words printed in bold in this Certificate.

In this Certificate, Schedule and Certificate of Takaful, unless the context otherwise requires, the following words shall have the meanings as defined below.

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 if specified in the Schedule.

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. 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.

5 CAR

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

6. CERTIFICATE

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

7. 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.

8. 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".

9. 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".

10. ENDORSEMENT

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

11 FXCFSS

This refers to the amount that must be borne by You first for each claim. The amount of the excess is shown in the Schedule. You have to pay the excess irrespective of who is at fault in the Incident.

12 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.

13. INCIDENT

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







14. LIMITATIONS AS TO USE

According to Your Certificate of Takaful (CT), Your Car can only be used for "Social, domestic and pleasure purposes and for the Participant's business". The CT also states that "The Certificate does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

15. 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 determined according to the terms of the option that You had chosen at the time You obtained this Certificate. If You had opted for a Market Valuation System to determine Your Sum Covered then the Market Value would be based on that valuation system as described in clause 16 below. However, if You had not opted for a Market Valuation System then the Market Value of Your Car in the event of dispute would be determined by the Head Office of the Car franchise-holder and this value should be equal to the cost of acquiring a replacement car of the same make, model and age of Your Car at the time of loss. If this valuation is not available or appears in Our opinion to be unduly low or high then valuation will be determined by an Adjuster registered under the Islamic Financial Services Act 2013, agreed by both You and Us.

16. MARKET VALUATION SYSTEM

This refers to the motor vehicle Market Valuation System approved by Persatuan Insurans Am Malaysia (PIAM) to determine the Market Value of Your Car at the time You obtained/renewed this Certificate as well as at the time of the loss. You can opt to use the valuation recommended by this system as the Sum Covered to avoid the consequences of under-coverage as described in Section A2e. Alternatively, You may choose to determine the Sum Covered Yourself but You would be subject to Section A2e if You are under-covered.

17. MINIMUM CONTRIBUTION

The minimal contribution described in the Schedule.

18. 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.

19. PERIOD OF TAKAFUL

The period shown in the Schedule when the cover provided by this Certificate is operative. Cover is only valid from the inception date of the Takaful Certificate or from when You and We agree that cover should commence.

20. REPAIRER

This refers to motor repair workshops approved by Us or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that We have given You a special permission to use, for a claim.

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

22. 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, round-abouts, 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".

23. SCHEDULE

This document shows Your name and address, the Period of Takaful, the sections of this Certificate which apply, the contribution You have paid, the Car which is covered, the Sum Covered and details of any extensions or Endorsements.

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.

25. TABARRU'

This refers to a donation for the purpose of which is not commercial and is used to help other participants.

26. WE, OUR, US

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

27. 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 imposition of a fee.

28. YOU, YOUR, YOURSELF

This refers to the certificate holder or person described in the Schedule as "the Participant".







SECTION G: COMPLIMENTARY PERSONAL ACCIDENT COVER FOR DRIVER AND PASSENGERS – APPLICABLE ONLY FOR COMPREHENSIVE COVER

A. BENEFITS

Each driver and/or passenger(s) of Your Car will be entitled to Accidental Death and Permanent Disablement benefits of RM15,000 per life in one lump sum.

B. CONDITIONS FOR BENEFITS PAYMENT

The eligible Person Covered is driving or riding as a passenger boarding or alighting from Your Car 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.

- (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
 - (d) Blindness

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. TERRITORIAL LIMIT

Malaysia

D. 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;
- (iii) while Your Car is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor
- (iv) whilst the driver of Your Car is under the influence of intoxicating liquor or drugs;
- (v) wilful, criminal, illegal or intentional acts, or neglect.

E. 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 H: ENDORSEMENTS - APPLICABLE ONLY IF THE ENDORSEMENT NUMBER IS PRINTED IN THE SCHEDULE

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 basic Certificate by paying additional contribution. Note that only Endorsements with their numbers specifically printed in the **Schedule** shall apply to this **Certificate**.

Endorsement C001: Excess All Claims (please see page 5 for explanation and page 18 for definition)

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Section A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We are not able to deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment.

We will not deduct this Excess for loss or damage in respect of third party claims.

Endorsement C002: Excess Damage Claim (please see page 5 for explanation and page 18 for definition)

The Excess amount shown in the Schedule is the amount that You have to pay for each and every claim under Section A arising out of one Incident. This means that We have the right to deduct the Excess from the amount that We would otherwise have to pay. If We cannot deduct the Excess, We have the right to demand that You pay Us the Excess first, before We make any payment.

We will not deduct this Excess if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.







Endorsement CO3P. Third Party Only Takaful (please see pages 7 - "What is Covered?")

The cover that You have chosen for Your Car is limited to 'Third Party' Takaful only. This means that any loss or damage to Your Car will not be paid. For that reason Section A is deleted and only Section B coverage has been obtained and is available to You.

Endorsement C03Q: Third Party, Fire and Theft Takaful (please see pages 7 - "What is Covered?")

The cover that You have chosen for Your Car is called 'Third Party, Fire and Theft' Takaful. This means that the cover provided to Your Car under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been obtained and is available to You.

Endorsement C015: Hire Purchase/Hire Financing

We note that Your Car is under a Financing agreement with the Financing company named in the Schedule as the Financiers. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Financiers as long as they remain as the Financier of Your Car at the time of the Incident. The receipt from the Financiers will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes You are the principal party under this Certificate and not an agent or trustee for the Financiers and that You have not assigned Your rights, benefits and claims under this Certificate to the Financiers. You cannot assign Your rights, benefits and claims under this Certificate to anybody without Our written consent.

Endorsement C015A: Employer's Financing

We note that Your Car was bought under an Employer's Financing agreement. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Employer named in the Schedule as long as the financing remains outstanding at the time of the Incident giving rise to a claim. The receipt from the Employer will fully discharge Us from any further claims or liability in respect of the Incident.

Other than the above, Our / Your rights and liabilities under this Certificate are not affected.

Endorsement C018: Fleet Rated Risks - Cancellation of 'No Claim Discount'

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this Certificate is cancelled.

Subject otherwise to the terms and conditions of this Certificate.

Endorsement C025: Strike, Riot and Civil Commotion

Pursuant to the additional contribution that You paid, the Takaful provided under Section A of this Certificate shall cover loss or damage to **Your Car** caused by:

- a. the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This endorsement does not cover.

- a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b. revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c. Act of Terrorism.

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

Endorsement C057: Inclusion of Special Perils

Pursuant to the additional contribution that You paid, the Takaful provided under Section A of this Certificate will cover loss or damage to Your Car caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslipe, landslipe, subsidence or sinking of the soil/earth or other convulsions of nature.

Endorsement C072: Legal Liability of Passengers for Negligent Acts

Pursuant to the additional contribution that You paid, the Takaful provided under Section B of this Certificate will include legal liability incurred by any passenger in Your Car on condition that the passenger.

- a. is not driving Your Car;
- b. is not entitled to indemnity under any other certificate of Takaful/policy of Insurance; and
- c. complies with all the terms and conditions of this Certificate as though he was You.







This endorsement does not cover.

- a. death or bodily injury to any person who is employed by You or the passenger, and who dies or is injured in the course of such employment;
- b. damage to any property that belongs to or is held in trust or in the custody or control of You or the passenger or which is being carried in Your Car; and/or
- c death or bodily injury to the driver or any other passenger travelling in Your Car at the same time.

Endorsement C087: Agreed Value Clause

The Agreed Value shown in the Schedule is the maximum amount that will be paid for Your Car, less any Excess (if applicable) if Your Car is stolen or totally destroyed.

We and You have agreed at the commencement of this Certificate to use this value as the basis of settlement provided We are liable to pay for such loss or destruction under the terms and conditions of this Certificate. The Market Value of Your Car at the time of the loss will not be taken into account.

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 89'.

If Your claim is for the damaged glass only and no other damage, We will not deduct any Excess, and 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 C095: Leasing Agreement

We note that Your Car is under a Leasing Agreement with the Leasing company named in the Schedule as the Lessors. You unconditionally agree that the payment of any claim under Section A by Us by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the Incident. The receipt from the Lessors will fully discharge Us from any further claims or liability in respect of such loss or damage. For all other purposes, You are the principal party under this Certificate and not as an agent or trustee for the Lessors and You have not assigned Your rights, benefits and claims under this Certificate to the Lessors. You cannot assign Your rights, benefits and claims under this Certificate without Our written consent.

Endorsement C097: Separate Cover for Accessories fixed to Your Car

Pursuant to the additional contribution that You paid, the Takaful provided under Section A of this Certificate shall cover the non-standard Accessories specified in the Schedule. The maximum amount that will be paid under this endorsement is the amount mentioned in the said Schedule under the heading 'Endorsement C097'.

If Your claim is for the Accessories only and no other damages, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional contribution to Us.

Endorsement C97A: Gas Conversion Kit and Tank

Pursuant to the additional contribution that You paid, the Takaful provided under Section A of this Certificate shall cover loss or damage to the Gas Conversion Kit and Tank of Your Car as a separate item provided it is installed by a qualified installer. The maximum amount that will be paid under this endorsement is the amount mentioned in the Schedule under the heading 'Endorsement C97A'.

If Your claim is for the Gas Conversion Kit and Tank only and no other damage, no Excess will be deduct and You will not lose Your No Claim Discount entitlement.

This cover is terminated on the date Your claim is settled under this endorsement. To restore this cover You must pay the additional contribution to Us.







Endorsement C100: Legal Liability to Passengers

Pursuant to the additional contribution that You paid, We shall pay towards You or Your Authorised Driver's liability to any person being carried in or upon or entering or getting into or onto or alighting from Your Car except for.

- a. death or bodily injury to any passenger being carried for hire or reward;
- b. 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;
- c. 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 Your or Your Authorised Driver's Household;
- d. liability to any person who is a member of Your and/or Your Authorised Driver's Household who is a passenger in 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;
- e. liability caused by a passenger travelling in or alighting from Your Car;
- f. any claims brought against You by any driver of Your Car, whether authorised or not;
- g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
- h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Condition of Cover

If at the time of Incident giving rise to a claim under this endorsement, Your Car is carrying passengers in excess of the stated maximum number permitted by law, Our liability shall be limited to the number of passengers specified for the vehicle as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an Incident is more than the maximum number permitted in the vehicle by law, their claim will not be paid in full. Any payment We make to any claimant under this endorsement will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the Incident. The difference between the sum paid by Us and the claim to be paid to each passenger claimant shall be borne by **You** or **Your Authorised Driver**. The proportion We pay shall be calculated in accordance with the following formula:

Number of passengers permitted by law X Total Claim Awarded Actual number of passengers carried at time of Incident

Endorsement C101: Extension of Cover to the Kingdom of Thailand

Pursuant to the additional contribution that You paid, the Takaful provided under Section A and Section B1a(ii) of this Certificate shall cover Your Car while it is being used in the Kingdom of Thailand from the inception date on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that We provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This endorsement does not cover legal liability under Section B1a(i) while Your Car is being used in the Kingdom of Thailand.

Endorsement C102: Extension of Cover to Kalimantan

Pursuant to the payment of additional contribution by You to Us, the geographical area of this Certificate is extended to include Kalimantan with effect from _____ a.m./p.m. on [state date] to midnight (Malaysian Standard Time) on [state date] subject to the limit of liability of RM50,000 under Section B1a(i) and B1a(ii).

Subject otherwise to the terms and conditions of this Certificate.

Endorsement C105: Limits of Liability for Third Party Property Damage (TPPD)

Pursuant to the additional contribution that You paid, the limit of liability provided under Section B2(ii) of this Certificate will be increased to RM [state new limit] with effect from [state date].

Limits of liability in excess of RM3 million up to RM20 million is allowed subject to additional contribution stated as below:

TPPD limits of Liability

From RM3 million up to RM4 million - 15% of Third Party Contribution Up to RM6 million - 30% of Third Party Contribution - 45% of Third Party Contribution Up to RM10 million - 60% of Third Party Contribution Up to RM20 million







Endorsement C111: Current Year "NCD" Relief (only applicable to Comprehensive Private Car Certificate)

Pursuant to the additional contribution that You paid, the No Claim Discount that You may forfeit due to a claim being made under this Certificate will be compensated. The amount is equal to Your No Claim Discount entitlement shown in the Schedule of this Certificate for the current Period of Takaful.

The cover provided under this endorsement is terminated automatically when:

- a. We make a payment for a claim under this endorsement;
- b. the ownership of this Certificate is transferred to another party; or
- c. You withdraw Your No Claim Discount entitlement from this Certificate.

We will not refund any portion of the additional contribution that You paid to Us if the cover under this endorsement is terminated as mentioned above or if You cancel this endorsement at any time.

Endorsement C112: Compensation for Assessed Repair Time (CART)

Pursuant to the additional contribution that You paid, compensation will be paid for the number of days assessed by Us as required to repair Your Car under Section A of this Certificate ('the assessed repair time'). We agree that payment will be based on the assessed repair time by the Adjuster or the maximum amount provided in the Schedule whichever is the lesser.

The maximum rate per day and the maximum number of days that will be paid under this endorsement is limited to the amounts mentioned in the Schedule under the heading 'Endorsement C112'.

For any claim that We agree to pay under this endorsement We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.

Your claim will not be paid:

- a. if Your claim is only for breakage of glass that is payable under Endorsement C089;
- b. for any delay in the time taken to repair Your Car(beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair Your Car will be decided by Us irrespective of whether Your claim is lodged directly with Us or against a third party;
- c. if Your claim is for theft or total loss of Your Car; or
- d. if Your claim is under a BER process.

We will not refund any portion of the additional contribution that You paid Us if You cancel this endorsement at any time.

Endorsement C113: Reference to Motor Vehicle Market Valuation System

This refers to the motor vehicle Market Valuation System approved by Persatuan Insurans Am Malaysia (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.

Subject otherwise to the terms and conditions of this 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.





ADDITIONAL CONDITIONS

1. 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 the 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 the Certificate.

2. DISTRIBUTION OF SURPLUS AND CASH BACK

Takaful Contribution, after deducting Wakalah Fee will be credited to the General Takaful Fund (hereinafter referred to as "GTF") under the principle of Tabarru'. We will invest and manage the GTF for participants in accordance with the Shariah.

Any surplus arising from the GTF will be shared and allocated between the GTF and Us in accordance with the following proportions:

- (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 Us.

If the GTF is in deficit, We will arrange for Qard. The Qard will be used to rectify the deficit and it will be repaid when the GTF returns to surplus position. 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 Qard owing to Us.

The entitlement, declaration and amount of Cash Back shall be determined and distributed at Our 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. Any declaration of Cash Back to You (if any) is only payable/claimable up to six (6) months from the declaration date as determined by Us. Thereafter, Your entitlement to the said Cash Back (if any) shall immediately be forfeited and such Cash Back amount will be credited by Us to the GTF.

3. WAKALAH FEE

The Wakalah Fee chargeable under this Certificate is 35% of the Contribution.

4. 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.

5. 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.

6. PERSONAL DATA PROTECTION ACT (PDPA)

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@takafulmalaysia. 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 may refer to Our corporate website to view Our Privacy Policy. We trust that You will consent and agree to the terms above with respect to the processing of Your Personal Data. If We do not receive any response from You on the above, We shall assume that You are agreeable to the same.







ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

ENQUIRIES /COMPLAINTS HANDLING 1.

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 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 Email: csu@takaful-malaysia.com.my Website: takaful-malaysia.com.my

AVENUE OF CLAIM APPEAL 2

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 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 BNMTELELINK, 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 Website: 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

Email: bnmtelelink@bnm.gov.my

