## *EXPLANATORY NOTES*

***How to read this document***

*Please note that your Motorcycle 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 Motorcycle Certificate. Please refer to Section F on pages 20 to 23 for the meaning of these words.*

***What makes up your Takaful contract?***

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

1. ***Takaful*** *certificate on pages 6 to 27 (excluding the italic texts);*
2. *the information you provided us when you applied for this* ***Takaful****;*
3. *the Schedule;*
4. *the Endorsements attached to the certificate; and*
5. *the Certificate of* ***Takaful*** *(CT).*

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

*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).*

# 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:*

1. *declare your certificate void from inception (which means treating it as invalid);*
2. *cancel this certificate and return any contribution less any charge (if any) or recover any unpaid contribution;*
3. *recover any shortfall in contribution;*
4. *not pay any claim that has been or will be made under the certificate; or*
5. *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 Motorcycle. Check out the Schedule that we issued to you to know the type of cover you had. The main types of cover are:*

| Page | Basic Cover: | Comprehensive | Third Party, Fire and Theft | Third Party Only |
|---|---|---|---|---|
| **7 to 8** | **Section A: Loss or Damage to Your Own Motorcycle** | | | |
| 7 | 1. a. What is Covered (under this section) | | | |
| | (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 subject to certain exclusions | ✓ | ✗ | ✗ |
| | (v) fire, explosion or lightning | ✓ | ✓ | ✗ |
| | (vi) burglary, housebreaking or theft | ✓ | ✓ | ✗ |
| | (vii) malicious act | ✓ | ✗ | ✗ |
| | (viii) while in transit (limited cover) | ✓ | ✗ | ✗ |
| 7 to 8 | 1. b. What is not Covered (under this section) | ✓ | ✓ | ✗ |
| 8 to 10 | 2. Basis of Settlement (how we will settle your claim) | ✓ | ✓ | ✗ |
| 10 | 3. Towing Costs (to an Approved Repairer or safe place of storage) | ✓ | ✓ | ✗ |
| **11 to 11** | **Section B: Liability to Third Parties** | | | |
| 11 | 1. a. What is Covered (by this section) | ✓ | ✓ | ✓ |
| 11 to 12 | 1. b. What is Not Covered (by this section) | ✓ | ✓ | ✓ |
| 12 | 2. Limits of Our Liability (the maximum that we pay) | ✓ | ✓ | ✓ |
| 12 | 3. Cover for Legal Personal Representatives (in the event of Participant's death) | ✓ | ✓ | ✓ |
| 12 | 4. Maximum Legal Costs (if approved) | ✓ | ✓ | ✓ |
| 12 | 5. Rights of Recovery | ✓ | ✓ | ✓ |
| **12 to 13** | **Section C: No Claim Discount** | ✓ | ✓ | ✓ |
| **13 to 15** | **Section D: General Exceptions – General Exceptions (what is not covered by the certificate)** | ✓ | ✓ | ✓ |
| **16 to 19** | **Section E: Conditions – (terms that you must comply with)** | ✓ | ✓ | ✓ |
| **20 to 23** | **Section F: Definitions (explains the words in bold)** | ✓ | ✓ | ✓ |

| | | | | |
|---|---|---|---|---|
| **23 to 27** | **Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional contribution)** | *Optional* | *Optional* | *Optional* |

*Key:* ✓= *applicable* ✗= *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:*

i. *Section A 1b – see 'What is Not Covered' (page 7 to 8): applicable to Comprehensive certificate only.*
ii. *Section B 1b – see 'What is Not Covered' (page 11 to 12): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.*
iii. *Section D – see 'General Exceptions' (page 13 to 15): 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 Motorcycle 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 Motorcycle Certificate but which can be covered if you pay additional contribution are:*
   i. *flood, storm {see Section A1b – 'What is not Covered" (page 8)};*
   ii. *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 14)}; and*
   iii. *use outside Malaysia, Singapore or Negara Brunei Darussalam {see Section D – 'General Exception 6' (page 14)}.*

2. *There are other risks which are not covered by the basic Motorcycle Certificate or by any of its extensions. We would have to issue a different certificate if you want these types of cover. For example, carriage of goods are not covered by your Private Motorcycle Certificate but can be covered under a Commercial Motorcycle 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 13 to 15) such as:*
   i. *war, nuclear fission or fusion;*
   ii. *risks that are against government/public policy or against the law; and*
   iii. *drunk riding.*

## Your Motorcycle Certificate type is categorised by its permitted use – Make sure that you have obtained the correct certificate type for your motorcycle or you may have no cover.

*Each type of Motorcycle Certificate covers a specific usage of the vehicle. If you have obtained for the wrong Motorcycle Certificate type, you may find that you actually have no Takaful cover at all. The type of Motorcycle Certificate is stated in the Certificate of Takaful under the heading 'Limitations as to Use'. Users for whom you have covered are named under the heading 'Persons or Classes of Persons Entitled to Drive'.*

*The following are standard types of Motorcycle Certificates:*

i. *Private Use;*
ii. *Commercial Use;*
iii. *Motorcycle Trade; and*
iv. *Motorcycle Used for Hire.*

*A Motorcycle Certificate for Private Use covers you if your motorcycle is used for "social, domestic and pleasure purposes and for the participant's business". The following are some examples of these personal situations for which your Takaful certificate will provide you cover:*

i. *to visit relatives and friends, go shopping etc.;*
ii. *giving lifts where no fee will be charged or paid; and*
iii. *limited work or business-related transport such as getting to and from work and for attending business meetings.*

*A Motorcycle Certificate for Commercial Use must be obtained if the motorcycle is meant or intended to ferry any goods in connection with any trade or business.*

*A Motorcycle Certificate for Trade Plate Use is intended for:*

- ***i.*** *motorcycle retail trade (showroom display and/or for test-ride, etc.); and*
- ***ii.*** *repair trade (towing/repair/test-ride, etc.).*

*A Motorcycle Used for Hire is intended for motorcycles which are in the business of being rented or hired out for use (see Very Important Note below).*

***VERY IMPORTANT NOTE:*** *Unless your Certificate is specifically extended for this purpose, you will have no* ***Takaful*** *cover if you use your motorcycle in the following manner:*

- ***i.*** *to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test;*
- ***ii.*** *use on any racetrack; and*
- ***iii.*** *for rental, hire and reward.*

## Who can ride your motorcycle?

1. *This depends on whether you have obtained the 'Single Rider' or the 'All-Riders' cover. The 'Single Rider' only covers one rider who is named in the certificate. The person named is usually the owner of the motorcycle. The problem with the 'Single Rider' cover is that the certificate will not cover if an accident happens while the motorcycle is being used by someone other than the participant named rider. As such, most customers prefer the 'All-Riders' cover as lending motorcycles to friends and relatives is quite commonly practised in Malaysia.*

2. *With the 'All-Riders' cover practically anyone can ride your motorcycle as long as the rider:*
   - ***i.*** *has a valid licence of the relevant class to ride and is not disqualified to ride by law or for some other reason {(see exclusion on Unlicensed Riders in Section D – 'General Exception 1' (page 13)};*
   - ***ii.*** *has your permission to ride (see definition of Authorised Rider on page 20); and*
   - ***iii.*** *complies with all the terms and conditions of this certificate.*

3. *Note that for either cover, if you or your authorised rider is not qualified to ride 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 rider.*

## In which territory is your motorcycle covered?

*This Takaful you have participated only covers you in Malaysia, Singapore and Negara Brunei Darussalam in accordance to the laws of Malaysia. Additionally, note that if you intend to ride your motorcycle into Singapore, you are required by Singapore's law to have cover against Legal Liability to Pillion (LLP). Since LLP is not covered by the basic Motorcycle Certificate, you will need to obtain Endorsement C108 (see page 25), which provides a limited cover for your liability for death or bodily injury of pillion.*

## 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 motorcycle for under a Comprehensive or Third Party, Fire and Theft Certificate?

*To be safe, you should cover your motorcycle at its current market value (see definition on page 21). In simple terms, this is the current cost to replace your motorcycle with another motorcycle 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 motorcycle is under-covered (see Section A2e 'Under-Coverage' on page 9).*

*For example, if the market value of your motorcycle is RM10,000 but you only covered it for RM8,000 then you could be penalised for under-covered. Assuming the loss is assessed at **RM3,000**, 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:*

$$\frac{\text{Sum Covered}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM8,000}}{\text{RM10,000}} \times \text{RM3,000} = \textbf{RM2,400}$$

*Therefore, we will pay **RM2,400** while the balance of **RM600 will be borne by you**.*

*You would be penalised as shown above if the market value of your motorcycle exceeds the sum covered by ten percent (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/ before you obtain your Motorcycle 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 Compulsory Excess (see page 10) in your Certificate.*

*As an example, if we assess the claim payable to be RM3,000 but your certificate carries an excess of RM200, you will have to bear the first RM200 yourself and the balance of RM2,800 will be paid.*

## Do's and Don'ts – *after you have had an accident or theft*

### 1. Do:

- i. *Call **Our 24/7 Tele Bantuan Services** nationwide Takaful road accident Helpline number **1-800-888-788** should you need immediate road assistance or tow service in the event of a road accident, or wish to make an enquiry on claims procedure;*
- ii. *inform us as soon as possible about any incident which may give rise to a claim;*
- iii. *report all accidents to the police within twenty-four (24) hours as required by law;*
- iv. *immediately submit to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
- v. *move your motorcycle to your Takaful operator's an Approved Repairer for repairs; and*
- vi. *fully fill up the relevant sections of your claim form – do not put "refer to police report".*

### 2. Don't:

- i. *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 17); and*
- ii. *authorise repair without our consent (see Condition 2f in page 17).*

*Condition 2 of your certificate (see page 16 to 17) spells out the do's and the don'ts after an accident or theft in more detail.*

# *MOTORCYCLE CERTIFICATE*

## *The Takaful Agreement*

**You** as named in the **Schedule** agree to participate in Takaful *my*Click Motorcycle and pay a portion of the contribution into the **General Takaful Fund ("GTF")** based on **Tabarru'**. **You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

**You** also agree that any distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participants based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as a performance incentive based on **Ju'alah**. 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**.

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

**Consumer Takaful Certificate**

This **Certificate** is issued pursuant to:

i. the payment of contribution as specified in the **Takaful Schedule** to the **GTF** under the principle of **Tabarru'** to help other participants in the event as defined in this **Certificate**;
ii. 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 Motorcycle** is used for purposes related to **Your** trade, business or profession, the following applies:

**Non-Consumer Takaful Certificate**

This **Certificate** is issued pursuant to:

i. the payment of contribution as specified in the **Takaful Schedule** to the **GTF** under the principle of **Tabarru'** to help other participants and our responsibility to manage the **GTF** on behalf of the participants under the principle of **Wakalah**;
ii. 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 pre-certificate 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 other participants.

## *Section A: Loss or Damage to Your Own Motorcycle*

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

### *1a: What is Covered*

**You** will be indemnified if **Your Motorcycle** 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)** burglary, housebreaking or theft;
**(vii)** malicious act; or
**(viii)** while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Motorcycle** 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 only.

### *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.***

***We will not pay for the following losses:***

***(i) 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 Motorcycle** e.g. cost of hiring replacement motorcycle, travelling expenses etc.

***(iii) Depreciation***
The loss of value of **Your Motorcycle** due to the damage sustained or the time taken to repair the **Motorcycle**, and/or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.

***(iv) Theft of Accessories***
Loss or damage to **Accessories** (or any part thereof) caused by theft unless **Your Motorcycle** is stolen at the same time

***(v) Breakdown or Malfunction of Parts***
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Motorcycle**.

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

*(vii)* ***Convulsions of Nature***
Any loss or damage to **Your Motorcycle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

*(viii)* ***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.**

*(ix)* ***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.

*(x)* ***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.

## *2. Basis of Settlement*

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

***a. If Your Motorcycle is Repairable***
If in **Our** opinion **Your Motorcycle** is economical to repair, **We** have the option to:

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

***b. If Your Motorcycle is not Repairable***
If in **Our** opinion, the damage to **Your Motorcycle** is substantial that it would not be safe or economical to repair, **We** will declare **Your Motorcycle** "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 Motorcycle** 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 ten percent (10%), **We** would also have the option to offer a settlement value which is equal to the cost of acquiring a replacement Motorcycle of the same make, model and age of the **Motorcycle** at the time of loss. It is **Our** option to offer **You** a replacement of the **Motorcycle**, should **You** not agree with the offer.*

***c. Replacement Parts***

If the spare parts or **Accessories** required to repair **Your Motorcycle** 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:

i. 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
ii. the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

***d. The Maximum Amount Will Be Paid to You***

If **Your Motorcycle** 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 18 and 19 of Section F.

***e. Under-Coverage***

If the **Sum Covered** of **Your Motorcycle** 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**.

***f. Betterment***

If new original parts are used to repair **Your Motorcycle** and as a result of which **Your Motorcycle** 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 Motorcycle (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 **Your Motorcycle** will be calculated based on when it was originally registered in Malaysia:

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

***g. Compulsory Excess***

In addition to the **Excess** shown in the **Schedule**, **We** have the right to deduct the **Excess** from the amount that **We** would have to pay for each and every claim under Section A arising out of one **Incident**.

This **Excess** does not apply if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

## *3. Towing Costs*

If **Your Motorcycle** cannot be ridden as a result of any damage to it that is covered by this **Certificate**, an amount up to a maximum of Ringgit Malaysia Fifty (RM50) will be paid for the necessary and reasonable costs to remove **Your Motorcycle** to the nearest an **Approved Repairer** or to a safe place of storage while awaiting repair or disposal.

## Section B: Liability to Third Parties

*This section explains what is covered and not covered under Section B.*

### 1a. What is Covered?

**You** and/or **Your Authorised Rider** will be indemnified for the amount which **You** and/or **Your Authorised Rider** 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 Motorcycle** on a **Road**. This cover is extended to **Your Authorised Rider** provided Your **Authorised Rider** also complies with all the terms and conditions of this **Certificate**.

### 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 **Endorsements**. **We** will not pay for:

(i) death or bodily injury to any **Pillion** 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 Rider**;

*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 contract 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 **Pillion** or otherwise) while on the job and is on the said **Motorcycle** as part of his/her employment e.g. mechanic.*

(iii) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Rider** and/or any member of **Your** or **Your Authorised Rider's Household**;

(iv) liability to any person being carried upon or getting onto or alighting from **Your Motorcycle** unless he/she is required to be carried on **Your Motorcycle** by reason of or in pursuance of his/her contract of employment with **You** or **Your Authorised Rider** and/or his/her employer;

***In pursuance of the contract of employment** – The **Pillion** 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 Pillion** other than:*
***a.** Pillion carried for hire or reward;*
***b.** employees in the course of employment; or*
***c. Your** or **Your** Authorised Rider's Household member unless he/she is required to be carried on Your Motorcycle by reason of or in pursuance to a contract of employment;*
*may be covered separately for additional contribution under **Endorsement C108**. If **You** have covered such liability, **You** will need to refer to the full text of **Endorsement C108: Legal Liability to Pillion** as to what this **Endorsement** covers or excludes and the applicable conditions.*

(v) liability caused by a **Pillion** travelling on or alighting from **Your Motorcycle**;

(vi) any claims brought against **You** by any rider of **Your Motorcycle**, whether authorised or not;

(vii) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from **Your Motorcycle**;
(viii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
(ix) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

### *2: Limits of Our Liability*

**We** will pay the following 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 Ringgit Malaysia Three Million (RM3 million) for third party property damage.

### *3: Cover for Legal Personal Representatives*

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

### *4: Legal Costs*

If **You** or **Your Authorised Rider** is charged for reckless and dangerous riding or careless or inconsiderate riding 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 Ringgit Malaysia Two Thousand (RM2,000) to defend **You** or **Your Authorised Rider** 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 Rider** will not be paid.

### *5: Rights of Recovery*

**We** have a right to refuse to pay **You** any indemnity or **Your Authorised Rider** 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 Rider** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

## *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 Motorcycle** for a continuous period of twelve (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 | 15 |
| After 2 continuous claim free years | 20 |
| After 3 continuous claim free years and beyond | 25 |

**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:

i. **We** are of the opinion that **You** are not at fault for causing the loss;
ii. 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);
iii. the offending vehicle is covered by a Malaysian licensed **Takaful** operator/Insurance Company; and
iv. 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 Motorcycle** 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 (see page 7 to 8) and B1b (see page 11 to 12).*

**1. *Unlicensed Riders***

There is no cover under this **Certificate** if **You** or **Your Authorised Rider** do not have a valid licence to ride **Your Motorcycle**. This will not apply if **You** or **Your Authorised Rider** have an expired licence but are not disqualified from holding or obtaining such 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 Rider** 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 Rider** are incapable of having proper control of **Your Motorcycle**.

*__You__ or __Your Authorised Rider__ shall be deemed as incapable of having proper control of __Your Motorcycle__ 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 Rider__ 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 Rider** use **Your Motorcycle** 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 Motorcycle** was being used.

### 5. *Use for Racing etc.*

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

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.

### 6. *Use Outside Malaysia*

Unless **We** provide otherwise, this **Certificate** does not cover **You** in respect of claims arising whilst **Your Motorcycle** was being used or ridden 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 Motorcycle** 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:

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

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

### 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:

(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.

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:

(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.

### 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 Rider*

Any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Motorcycle**, in respect of which indemnity is provided by this **Certificate**, is being ridden by any person other than an **Authorised Rider** or person riding 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 **Certificate** remains effective. Basically these conditions are of three types:

1. *What **You** must do;*
2. *What **You** must not do; and*
3. *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 Rider** and any legal representative who seek indemnity under this **Certificate**.

### *1. Duty of Disclosure*

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

#### A. Consumer Takaful Certificate

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 Certificate

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 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.

### *2. Accidents and Claims Procedures*

If **Your Motorcycle** 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 Motorcycle** to any of **Our** approved **Repairer** so that **We** can inspect **Your Motorcycle** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Motorcycle** 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 Motorcycle** 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 Rider's** name and/or on **Your** behalf, any claims made against **You** or **Your Authorised Rider** by a third party. If in **Our** assessment the third party claim made against **You** or **Your Authorised Rider** for property damage will exceed the limit of liability of Ringgit Malaysia Three Million (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**:
   i. **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.
   ii. After returning the **CT** or SD **You** will be entitled to a refund of the contribution (**Wakalah** fee and **Tabarru'** portion) for the unexpired period calculated on a pro-rata basis from the date **We** received the **CT** or SD in the event that the **Certificate** is lost or destroyed or not received by **You**.
   iii. The **Certificate** will automatically lapse once **You** sell or dispose off **Your Motorcycle** because **Your** permissible **Takaful** interest in the **Motorcycle** will cease. If **You** want to transfer the **Certificate** to the new buyer, **You** have to get **Our** prior consent.

b. Cancellation by **Us**:
   i. **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**.
   ii. After returning the **CT** or SD **You** will be entitled to a pro-rata refund of contribution (**Wakalah** fee and **Tabarru'** portion) 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 Motorcycle*

a. **You** must inform **Us** in writing if **You** have taken out any other **Takaful**/Insurance in respect of **Your Motorcycle** 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** reserve the right to undertake in **Your** name and **Your** behalf:
i. the full conduct, control and settlement of any proceedings;
ii. recover compensation or secure indemnity from any third party in respect of anything covered by this **Certificate**.

at **Our** own expense and benefit.

### 6. *Dispute Resolution*

If there are differences or disputes on any matters relating to this **Certificate** involving amounts exceeding Ringgit Malaysia Two Hundred Fifty Thousand (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 (AIAC) shall appoint an Umpire.

If the disputed sum is less than Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000), **You** may refer the matter either to the **Financial Markets Ombudsman Service (FMOS)** or BNMLINK, Bank Negara Malaysai (BNM) 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 Rider** and any legal representative who seek protection under this **Certificate**;

**b.** Maintain **Your Motorcycle** 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 Motorcycle**;

**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 Rider** 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 Motorcycle** unattended with ignition keys left in or on **Your Motorcycle**; and

**d.** Make **Your Motorcycle** available to **Us** for inspection at all reasonable times upon request.

### 8. *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 Motorcycle** due to "Beyond Economic Repair" or stolen;

**e.** when the **Certificate** expires at the end of **Period of Takaful**; or

**f.** upon cancellation due to Non Shariah Compliance as per Additional Condition 1.

If the termination is due to (a) and (b), please refer to "Condition 3 – Cancellation" for contribution (**Wakalah** fee and **Tabarru'** portion) 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.

### 9. *Benefits*

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

### 10. *Customer Service Charter*

**You** may visit **Our** website to know more about **Our** **Customer Service Charter**.

### 11. *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 the person covered shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Certificate**, 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 **Certificate** terms and conditions. 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.

### 12. *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 **Motorcycle** including 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. Approved Repairer**

This refers to motor repair workshops approved by **Us**, any repairer that **We** have given **You** a special permission to use or franchise repairers, for a claim.

**5. Authorised Rider**

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

**5. Certificate**

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

**6. 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.

**7. 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".

**8. 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**".

**9. Endorsement**

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

**10. Excess**

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. General Takaful Fund or GTF**

This refers to a fund established to pool a 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.

**13. 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**.

**14. Household**

This refers to all members of **Your** or **Your Authorised Rider'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 Rider**, in the case of his immediate family.

**15. Incident**

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

**16. 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.

**17. Limitations as to Use**

According to **Your Certificate of Takaful (CT), Your Motorcycle** 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".

**18. Market Value**

This refers to the reasonable cost to buy another **Motorcycle** of the same make, model, age and general condition similar to **Your Motorcycle** at the time of loss. The **Market Value** of **Your Motorcycle** 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 19 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Motorcycle** in the event of dispute would be determined by the Head Office of the **Motorcycle** franchise-holder and this value should be equal to the cost of acquiring a replacement **Motorcycle** of the same make, model and age of **Your Motorcycle** 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**.

**19. 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 Motorcycle** 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.

**20. Minimum Contribution**

The minimum contribution is Ringgit Malaysia Twenty (RM20.00).

**21. Motorcycle**

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**.

**22. Financial Markets Ombudsman Service (FMOS) (Formerly known as Ombudsman for Financial Services)**

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.

**23. 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.

**24. Pillion**

**Pillion** means a **Pillion** rider who is a person seated in the **Pillion** seat of a **Motorcycle**.

**25. 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.

**26. 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".

**27. 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 **Motorcycle** which is covered, the **Sum Covered** and details of any extensions or **Endorsements**.

**28. 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 Motorcycle** in the event of an **Incident** that completely destroys it.

**29. Tabarru'**

This refers to a 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**.

**30. 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 the beneficiary on the occurrence of pre-defined events.

**31. 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.

**32. 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**.

**33. You, Your, Yourself**

This refers to the **Certificate** holder or person described in the **Schedule** as "the participant".

## *SECTION G: ENDORSEMENTS – APPLICABLE ONLY IF THE ENDORSEMENT NUMBER IS PRINTED*

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 C03P: Third Party Only Takaful** *(please see page 11 - "What is Covered?")*

The cover that **You** have chosen for **Your Motorcycle** is limited to 'Third Party' **Takaful** only. This means that any loss or damage to **Your Motorcycle** 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 C015: Hire Financing**

**We** note that **Your Motorcycle** 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 Financer of **Your Motorcycle** 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 C15A: Employer's Financing

**We** note that **Your Motorcycle** 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 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 Motorcycle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

### Endorsement C087: Agreed Value Clause

The Agreed Value shown in the **Schedule** is the maximum amount that will be paid for **Your Motorcycle**, less any **Excess** (if applicable) if **Your Motorcycle** 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 Motorcycle** at the time of the loss will not be taken into account.

### Endorsement C095: Leasing Agreement

**We** note that **Your Motorcycle** 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 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 Motorcycle** 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 Ringgit Malaysia Hundred Thoudand (RM100,000) only.

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

## Endorsement C102: Extension of Cover to Kalimantan

Pursuant to the payment of additional contribution that **You** paid, 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 Ringgit Malaysia Fifty Thousand (RM50,000) under Section B1a(i) and B1a(ii).

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

## Endorsement C108: Legal Liability to Pillion

Pursuant to the additional contribution that **You** paid, **You** or **Your Authorised Rider**'s liability will be paid to any person being carried upon or getting onto or alighting from **Your Motorcycle** except for:

**a.** death or bodily injury to any **Pillion** 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 Rider**;
**c.** damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Rider** and/or any member of **Your** or **Your Authorised Rider's Household**;
**d.** liability to any person who is a member of **Your** and/or **Your Authorised Rider's Household** who is a **Pillion** on **Your Motorcycle** unless he/she is required to be carried on **Your Motorcycle** by reason of or in pursuance of his/her contract of employment with **Your** or **Your Authorised Rider** and/or his/her employer;
**e.** liability caused by a **Pillion** travelling on or alighting from **Your Motorcycle**;
**f.** any claims brought against **You** by any rider of **Your Motorcycle**, whether authorised or not;
**g.** death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from **Your Motorcycle**;
**h.** any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
**i.** 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 Motorcycle** is carrying **Pillion** in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of **Pillion** specified for the vehicle as registered at the Road Transport Department.

If the number of **Pillion** carried at the time of the happening of an **Incident** is more than the maximum number permitted in the vehicle by law, **We** will not pay their claim 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 **Pillion** over the actual number of **Pillion**(s) carried, at the time of the **Incident**. The difference between the sum paid by **Us** and the claim to be paid to each **Pillion** claimant shall be borne by **You** or **Your Authorised Rider**.

The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of Pillion permitted by law}}{\text{Actual number of Pillion(s) carried at time of Incident}} \times \text{Total Claim Awarded}$$

## 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 Vehicle** 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 Motorcycle** would be determined by the ISM Automotive Business Intelligence System and this value would be accepted as the cost of acquiring a replacement motorcycle of the same make, model and age of **Your Motorcycle** at the time of loss.

If no **Market Value** is available from the ISM Automotive Business Intelligence System for **Your Motorcycle**, the **Market Value** of the motorcycle 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 Motorcycle** in any legal proceedings against **Us**.

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

## Endorsement C200: Bike PA Plus

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

**1) Personal Accident Cover**

**A. Benefits**

The eligible Person Covered will be entitled to Accidental Death and Permanent Disablement benefits as stated in the **Schedule**.

**B. Conditions for Benefits Payment**

The eligible Person Covered is riding or alighting from **Your Motorcycle** 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 participant/**Authorised Rider** or **Pillion** (for Plan 3) of **Your Motorcycle**.

(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; and/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.

**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 **You** or **Your Authorised Rider** do not hold a valid licence to ride **Your Motorcycle** or is not qualified for holding or obtaining such a valid licence under the regulations of the Malaysia Road Transport Act;
(iii) While **Your Motorcycle** is used for road rally, pacemaking, speed-testing or for any purpose in connection with motor trade;
(iv) Whilst the rider of **Your Motorcycle** is under the influence of intoxicating liquor or drugs;
(v) Wilful, criminal, illegal or intentional acts, or neglect.

**2) Badal Hajj (only applicable to Muslim)**

If the Person Covered sustains bodily injury whilst riding on **Your Motorcycle**, and resulting in death or Permanent Disablement, as stated in item (1) above, **We** will pay the amount as stated in the **Schedule**. If the Person Covered is a Muslim, the amount can be used to perform Badal Hajj.

**3) Qurban (only applicable to Muslim)**

If the Person Covered sustains bodily injury whilst riding on **Your Motorcycle**, and resulting in death or Permanent Disablement, as stated in item (1) above, **We** will pay the amount as stated in the **Schedule**. If the Person Covered is a Muslim, the amount can be used to perform Qurban.

Notes:

1) Total payable for Non-Muslims will be the same as the total benefit amount received by the Muslim as stated in the **Schedule**.
2) The benefits under Bike PA Plus can be claimed only once during the **Period of Takaful**.

# 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

a. Any distributable surplus arising from the **GTF**, as determined by **Us**, will be allocated as follows:
   i. At least fifty percent (50%) of the distributable surplus will be distributed to eligible participants based on **Hibah**; and
   ii. The remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**.

b. **Your** entitlement to the distributable surplus is subject to the following terms and conditions:
   i. no claim has been made during the current **Period of Takaful**; and
   ii. no benefit has been received during the current **Period of Takaful**.

c. The distributable surplus amount will be paid directly to **Your** bank account and only payable/claimable up to six (6) months from the declaration date. Thereafter, **You** are agreeable to waive **Your** entitlement and such amount will be credited to the **GTF** by **Us**. The distributable surplus is not guaranteed and will be based on the actual claims experience and fund performance.

## 4. WAKALAH FEE

The **Wakalah** fee chargeable under this **Certificate** is thirty percent (30%) of the contribution. The **Wakalah** fee will be deducted upfront upon payment of the contribution.

## 5. 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.

## 6. 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**.

## 7. 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.

## 8. 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@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** 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.

## 9. 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.

## 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. COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary within this **Certificate**, this **Certificate** excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Participant, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

**11.1** As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

**11.1.1** the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

**11.1.2** 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; and

**11.1.3** the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

## 12. NOTICE

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

# 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)]
27th 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
Website: 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 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 **Financial Markets Ombudsman Service (FMOS)** or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**Financial Markets Ombudsman Service (FMOS) [200401025885 (664393-P)]**
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Web Form: Complaint Handling Portal
Website: www.fmos.org.my

**BNMLINK**
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465 (LINK)
Fax: +603 2174 1515
BNMLINK Portal: bnm.gov.my/BNMLINK