

# Motorcycle Certificate

## TYPES OF COVER

### ANY ONE OF THE FOLLOWING WILL APPLY:-

- COMPREHENSIVE** - Section A & B of this Certificate apply  
**THIRD PARTY ONLY** - Only Section B applies

It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor Takaful.

**All accidents must be reported to the Police within 24 hours.**

**ALL ENDORSEMENTS, CLAUSES OR WARRANTIES THAT ARE SEPARATELY ATTACHED TO THIS CERTIFICATE SHALL ALSO APPLY.**

## Our Agreement

In consideration of **You** having applied to **Us** to cover **Your Vehicle** by a proposal and declaration which shall be the basis of this contract and having paid to **Us** the contribution stated in the Certificate Schedule in accordance with the laws of Malaysia, **We** will cover **You** against loss, damage or liability as described in this Certificate occurring during the Period of Takaful subject to the terms, conditions, endorsements, clauses or warranties forming part of this certificate.

## Section A – Loss or Damage to Your Vehicle

### 1. We will cover You if Your Vehicle is damaged or lost in the following circumstances:-

- (a) by accidental collision or overturning,
- (b) by collision or overturning caused by mechanical breakdown,
- (c) by collision or overturning caused by wear and tear,
- (d) by impact damage caused by falling objects provided no flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved,
- (e) by fire explosion or lightning,
- (f) by burglary, housebreaking or theft but **We** will not cover loss of or damage to accessories (or any part thereof) and/or loss of or damage to any part(s) of **Your Vehicle** unless **Your Vehicle** is stolen at the same time,
- (g) by malicious act,
- (h) When in transit (including its loading and unloading) by:
  - (i) road rail inland waterway
  - (ii) direct sea route across the straits between the island of Penang and the mainland.

### 2. Basis of Settlement

- (a) **We** will at **Our** option
  - (i) pay the cost of repairs to **Your Vehicle**, or
  - (ii) pay in cash the amount of the loss or damage to **Your Vehicle**, or
  - (iii) reinstate or replace **Your Vehicle**.
- (b) The maximum amount **We** will pay is the market value of **Your Vehicle** at the time of the loss or the sum covered in the Certificate which ever is the lower figure.
- (c) If **Your Vehicle** shall at the time of happening of any loss or damage be covered for a sum lesser than its market value then, **You** shall be considered as being **Your** own takaful for the difference and shall bear the rateable proportion of the loss accordingly. Provided always that this shall not apply unless the market value at the time of the loss exceeds the covered value by 10% or more.
- (d) The market value of **Your Vehicle** would be determined in the event of a dispute by the Head Office of the Franchise-holder and this value would be equal to the cost of purchasing a replacement vehicle of the same make, model and age of **Your Vehicle** at the time of loss.
- (e) In the event no Franchise-holder is available for the make of **Your Vehicle**, the market value of the vehicle would be determined by a Loss Adjuster licensed under the Insurance Act, 1996 and its subsequent legislation agreed to by both **You** and **Us**.
- (f) The valuation done by the relevant Head Office of the Franchise-holder or Loss Adjuster licensed under the Insurance Act, 1996 and its subsequent legislation, will be conclusive evidence in respect of the market value of **Your Vehicle** in any legal proceedings against **Us**.
- (g) The maximum amount **We** will pay for the cost of repairs to **Your Vehicle** shall be the expenses necessarily incurred to restore the damaged Vehicle to its pre-accident condition (or as near its pre-accident condition as is reasonably possible). If new franchise parts are used, **You** will have to bear the betterment portion of the franchise parts replaced in accordance with the following scale:-

Age of Vehicle/Years	Rate for Betterment (Not to exceed following %)
Less than 5 years	0
5	15
6	20
7	25
8	30
9	35
10 and above	40

The following basis shall be used in determining the age of vehicles:-

**Age of vehicle based on:-**

New vehicles.....Date of Registration  
Local second-hand/used vehicles.....Date of Original Registration  
Imported second-hand/used vehicles.....Year of Manufacture  
Imported reconditioned vehicles.....Year of Manufacture

The application of betterment shall be at **Our** discretion. The Scale of Betterment represents the maximum rates of betterment that can be applied.

**3. Transportation of Damaged Vehicle**

**We** will pay **You** up to a maximum of RM50.00 as Towing Charges for taking **Your Vehicle** to either the nearest Repairer or towing the vehicle by returning it to **Your** address as shown on the Schedule or towing it to a secure place for it to be garaged, provided **Your Vehicle** has been damaged by circumstances described in this section.

**4. Exceptions to Section A We will NOT pay for**

- (a) consequential losses of any nature.
- (b) the loss of use of **Your Vehicle**.
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failures or breakages to **Your Vehicle**.
- (d) damage to **Your Vehicle's** tyres unless **Your Vehicle** is damaged at the same time.
- (e) any loss or damage caused by or attributed to the act of **cheating/criminal breach of trust** by any person within the meaning of the definition of the offence of **cheating/criminal breach of trust** set out in the Penal Code.
- (f) the Excess stated in the Schedule.
- (g) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.

**Section B – Liability to Third Parties**

**1. We will pay the amount which You or Your authorised rider are legally liable to pay (including claimants' cost and expenses) for accident caused by or arising out of the use of Your Vehicle or in connection with the loading or unloading therefrom for:-**

- (a) death or bodily injury to any person except those specifically excluded under Exceptions to Section B
- (b) damage to property as a result of an accident arising out of the use of **Your Vehicle** provided **Your** authorised rider also complies with all the terms and conditions of the certificate that **You** are subject to.

**2. Limits of Our Liability**

Our total liability under Section B1(a) is unlimited  
Our total liability under Section B1(b) is limited to RM3 million.

} in respect of any one claim or series of claims arising out of one event

**3. Cover For Legal 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**

**We** will pay legal costs incurred up to a maximum of RM2,000.00 for defence of any charge including the charge of causing death by riding the Motor Vehicle (other than murder) if **Our** prior written agreement had been secured.

**Exceptions to Section B**

**We will NOT pay for :**

- (a) 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 Vehicle**.
- (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) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from **Your Vehicle** (unless he/she is required to be carried in or on **Your Vehicle** by reason of or in pursuance of his/her contract of employment with **You** and/or **Your** authorised rider and/or his/her employer).
- (d) damage to property belonging to or in the custody of or control of or held in trust by **You** and/or **Your** authorised rider and/or any member of **Your** and/or **Your** authorised rider's household.
- (e) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam.
- (f) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

**No-Claim-Discount**

If no claim is made or arises from **Your** Certificate and provided **Your Vehicle** is covered with **Us** for a continuous period of 12 months in each of the following instances, **You** are entitled to a No-Claim-Discount on renewal of **Your** Certificate as follows:-

<b>Period of Takaful</b>	<b>Discount</b>
After the first year of takaful	15%
After the second year of takaful	20%
After the third or more years of takaful	25%

If more than one Motor Vehicle is described in the Schedule, the No Claim Discount shall be applied as if a separate Certificate had been issued in respect of each such Motor Vehicle.

## Avoidance of Certain Terms and Rights or Recovery

1. **Your** rights or that of any other person to recover indemnity by virtue of the Legislation or Agreement executed between the Minister of Transport for the Government of Malaysia and the Motor Insurers' Bureau of West Malaysia on March 30, 1992 or the Agreement executed between the Government of Singapore and the Motor Insurers' Bureau of Singapore on February 22, 1975 shall not be affected in any way.
2. However, in the event that **We** are liable to pay any monies as a result of the said Legislation or Agreement which **We** would not otherwise have been liable to pay, **You** shall repay to **Us** such monies paid by **Us**.

## General Exceptions – These Apply to the Whole Certificate

### We will NOT pay for any liability under the following circumstances:-

1. If **You** or any person with **Your** consent are not licensed to ride the vehicle except if **You** or any person with **Your** consent has held and is not disqualified from holding or obtaining such a licence to ride **Your Vehicle** under any required laws, by-laws and regulations.
2. If **You** or **Your** authorised rider ride **Your Vehicle** whilst under the influence of drink or drug to such an extent as to be incapable of having control of **Your Vehicle**.
3. (a) Any loss, damage or liability caused by **Your Vehicle** being used for an unlawful purpose or being used otherwise than in accordance with the Limitations as to use by **You** or by some other person with **Your** consent.  
(b) Any accident loss damage or liability caused, sustained or incurred whilst **Your Vehicle**, in respect of which indemnity is provided by this Certificate, is being ridden by any person other than an Authorised Rider or a person riding on **Your** order or with **Your** permission.
4. If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrences.
5. If the loss, damage or liability is directly or indirectly caused by or contributed to by or arising from flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsion of nature is involved.
6. If **Your Vehicle** is used for or is being tested in preparation for any motor sport or competition (other than treasure hunts). This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
7. If in the event of any accident or breakdown, **Your Vehicle** is left unattended without proper precautions being taken to prevent further loss or damage and if **Your Vehicle** is ridden in an unroadworthy condition before the necessary repairs are effected, any extension of the damage or any further damage to **Your Vehicle** shall be excluded from the cover granted by this Certificate.
8. For any accident loss damage or liability caused sustained or incurred outside of Malaysia, the Republic of Singapore and Negara Brunei Darussalam. For liability in Malaysia, the limitations of the Act will apply.
9. If any liability attaches by virtue of an agreement but for which **We** would not have been liable in the absence of such agreement.
10. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons and materials.

If a law or laws are named in a section of the certificate entitled "Avoidance of certain terms and right of recovery" or in the Certificate Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

## Conditions – These Apply to the Whole Certificate

### 1. DUTY OF DISCLOSURE

If **You** fail to disclose to **Us** fully and faithfully, all the facts which **You** know or ought to know, or if **You** misrepresented any fact to **Us** before the Certificate was entered into, **We** may avoid this Certificate. **You** must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Certificate.

### 2. ACCIDENTS AND CLAIMS PROCEDURES

- (a) **We** must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this Certificate:-
  - i) Within seven (7) days if **You** are not physically disabled or hospitalised following the event.
  - ii) Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the event.
  - iii) Other than i) and ii), a longer notification period may be allowed subject to specific proof by **You**.
- (b) In the event that **Your Vehicle** is collided into by a Third Party vehicle, **You** may refer the claim for cost of repairs to **Us**. **Your** NCD entitlement will continue unaffected if **We** decide that **You** are not at fault. Such determination of fault shall be at **Our** entire discretion. Provided always that such Third Party vehicle is covered, identifiable and/or 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), not a vehicle covered by non-Malaysian Takaful operator/insurers and there is no personal injury claim involved.
- (c) All accidents must be reported to the Police as required by the Law.
- (d) Every communication, writ, summons and/or process from other parties must be sent to **Us** immediately. **You** must also tell **Us** if **You** know of any impending prosecution, inquest or fatal inquiry without delay. In case of theft or other act which may give rise to a claim under this Certificate, **You** must without undue delay make a report to the Police and co-operate with **Us** in securing the conviction of the offender.
- (e) No negotiation, admission or repudiation of any claim may be entered into without **Our** prior written consent.
- (f) **We** shall have full discretion in the conduct, defence and/or settlement of any claim.
- (g) No repairs may be authorised to **Your Vehicle** without **Our** prior written consent.
- (h) In any event giving rise to a claim or series of claims under Section B(1)(b) of this Certificate, **We** may pay to **You** the full amount of **Our** liability under Section B(1)(b) and relinquish the conduct of any defence, settlement or proceeding and **We** shall not be responsible for any damage alleged to have been caused to **You** in consequence of any alleged action or omission by **Us** in connection with such defence settlement or proceeding or by **Us** relinquishing such conduct nor shall **We** be liable for any cost or expenses how whatsoever incurred by **You** or any claimant or any person after **We** have relinquished such conduct.

### 3. CANCELLATION

- (a) **You** may cancel this Certificate at any time by notifying **Us** in writing.
- (b) **We** may also cancel this Certificate by giving **You** 14 days written notice by registered post to **Your** last known address.
- (c) **You** shall within seven days from the date of the cancellation under paragraph (a) or (b) above, surrender the certificate of takaful to **Us** or, if it has been lost or destroyed or it is not received by **You**, to provide **Us** with a statutory declaration to that effect.
- (d) In case of cancellation requested by **You** (provided no claim has arisen during the then current Period of Takaful), **You** shall be entitled to a pro-rata refund contribution for the unexpired period calculated from the date of receipt by **Us** of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by **You** subject to RM 10.00 deduction as a cancellation fee.
- (e) In case of cancellation by **Us**, **You** shall be entitled to a pro-rata refund of the unexpired contribution calculated from the date of receipt by **Us** of the certificate or the statutory declaration in the event that the certificate is lost or destroyed or not received by **You**.
- (f) No refund of contribution for any cancellation of certificate if contribution is charged on minimum contribution.

### 4. OTHER TAKAFUL/INSURANCE

**You** must give **Us** written notice if **You** have any other takaful/insurance covering **Your Vehicle**. If at the time any claim arises under this Certificate, there is any other existing certificate/policy covering the same loss, damage or liability, **We** shall only pay **Our** rateable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on **Us** any liability from which **We** would not have been subject to.

### 5. SUBROGATION

**We** shall be entitled if **We** so desire to take over conduct at **our** own expense in **Your** name the defence or settlement of any claim or to prosecute in **your** name for our benefit any claim for indemnity or damages or otherwise. **We** shall have absolute discretion in the conduct of any proceedings and in the settlement of any claim and **You** shall give all such information and assistance as **We** may require.

### 6. ARBITRATION CLAUSE

All differences arising out of this Certificate shall be referred to an Arbitrator who shall be appointed in writing by **You** and **Us**. In the event that **You** and **We** are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then **You** and **We** shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve calendar months from date of **Our** disclaimer to **You**.

### 7. OTHER MATTERS

**This Certificate will only be operative if-**

- (a) Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- (b) **You** have taken all reasonable precautions to maintain **Your Vehicle** in an efficient roadworthy condition.
- (c) **You** have taken all reasonable precautions to safeguard **Your Vehicle** from loss or damage.
- (d) **You** must grant **Us** free access at all reasonable times to examine **Your Vehicle**.

### 8. SHARE OF SURPLUS

The surplus is determined at the end of each financial year after making deductions for **Wakalah** fee (25%), **payment of claims, Retakaful and provisions** for reserves based on the guidelines laid down by the authorities. **You** are entitled to have a share of the 50% of the surplus reserved for distribution amongst Participants after the expiry date of this Certificate provided **You** have not cancelled this Certificate or made a claims prior to the expiry date as stated in the Schedule.

## Definition of Words Highlighted In The Certificate

1. **We/Us/Our** refer to the Etiqa Takaful Berhad.
2. **You/Your/Yourself** refer to the Certificate holder and/or Participant.
3. **Your Vehicle** refers to the vehicle, and its accessories, including those described in the Certificate Schedule.
4. **Accessories** refer to the standard tools of a motor vehicle including spare tyres and may include radio/cassette player/compact disc player and the like if specified in the schedule.
5. **Your** household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
6. **Cheating** as defined in the Penal Code 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".
7. **Criminal breach of trust** as defined in the Penal Code 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 contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".
8. **Acts of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

**Geographical area :**

Malaysia, Republic of Singapore and Negara Brunei Darussalam.

**Legislation :**

Road Transport Act, 1987 (Malaysia) Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore Motor Vehicles (Third Party Risks and Compensation) Rules 1960 (Republic of Singapore) Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam (the reference to legislation under the heading "Avoidance of Certain Terms and Rights of Recovery") is limited to Section 94, 95 and 96 of the Road Transport Act 1987 (Malaysia) Section 7, 8 and 9 of the Motor Vehicles (Third Party Risks and Compensation) Act (Cap 189) Republic of Singapore and Section 7 of the Motor Vehicles Insurance (Third Party Risks) Act (Cap 90) Negara Brunei Darussalam.

**Authorised Rider :**

As described in the Certificate of Takaful

**Limitations as to Use:**

As described in the Certificate of Takaful

**Notice**

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

**Endorsements**

**These Endorsements are not applicable unless they are specified in the Schedule or attached thereto.**

**ENDORSEMENT 3 (p) THIRD PARTY ONLY**

The cover provided for in this certificate is limited to Third Party only i.e. Section B (LIABILITY TO THIRD PARTIES).

Section A (LOSS OR DAMAGE TO YOUR VEHICLE) is cancelled.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 3 (q) THIRD PARTY FIRE AND THEFT**

The cover provided for in this certificate is limited to Third Party Fire and Theft only.

Section A (LOSS OR DAMAGE TO YOUR VEHICLE) of this certificate will cover **You** if **Your** vehicle is damaged or lost by fire, explosion,

lightning, burglary, housebreaking, or theft and Section B (LIABILITY TO THIRD PARTIES)

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 15 HIRE PURCHASE**

**We** have noted and agreed that the Hire Certificate Purchase Company (as per Certificate Schedule) (hereinafter referred to as the Owners) are the Owners of **Your Vehicle** under a Hire Purchase Agreement made between the Owners and **You**. Any payment for the loss or damage to **Your Vehicle** (which loss or damage is not made good by repair reinstatement or replacement) under Section A of this Certificate will be paid to the Owners so long as they are the Owners of **Your Vehicle**. Their receipt shall be a full and final discharge to **Us** in respect of such loss or damage. This Certificate is issued to **You** as the principal party and not as agent or trustee for the Owners nor as an assignment by **You** to the Owners of **your** rights, benefits and claims under this Certificate. **You** shall not assign **your** rights, benefits and claims under this Certificate without prior written consent from **Us**.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 15 (a) EMPLOYERS' LOAN**

**We** have noted and agreed that the Employer (as per Certificate Schedule) are interested in any moneys payable to **You** vide this Certificate in respect of loss or damage to **Your Vehicle** (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be payable to (as per Certificate Schedule) until notice is given to **Us** that they have no financial interest in **Your Vehicle**, and their receipt shall be a full and final discharge of **Our** liability in respect of such loss or damage. Except by this Endorsement, nothing herein shall modify or affect **Our/Your** rights and liabilities under this Certificate.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 25 STRIKE RIOT AND CIVIL COMMOTION**

**We** have noted and agreed that the words "strike, riot and civil commotion" in General Exception 4 of this Certificate shall not apply to any accident loss damage or liability directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
  2. the wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act
- Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
- (a) war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war
  - (b) mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder **You** shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof **We** shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 30 REPLACEMENT PARTS**

In the event that spare parts or accessories for the repairs of **Your Vehicle** are not available in Malaysia, or if **We** exercise **Our** option to pay in cash for the loss or damage, then **Our** liability for such spare parts/accessories shall be

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at manufacture's work plus reasonable cost of transport (except air freight) and
- (b) reasonable cost of fitting such spare parts/accessories.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 57 INCLUSION OF SPECIAL PERILS**

In consideration of the payment of additional contribution by **You** to **Us** the following peril(s) is/are deemed to be covered under Section A of this Certificate:-

Flood, Typhoon, Hurricane, Storm, Tempest, Volcanic Eruption, Earthquake, Landslide, Landslip, Subsidence or Sinking of the Soil/Earth or other convulsion of nature is involved.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 94 COMPULSORY EXCESS DAMAGE CLAIMS**

**You** are responsible for the first RM (as per Certificate Schedule) of each and every claim payable under Section A of this Certificate.

Subject otherwise to the Terms and Conditions of this Certificate.

**ENDORSEMENT 107 INSURER'S AUTHORISED MOTORCYCLE REPAIRER**

In the event **Your** motorcycle is involved in an accident and gives rise to a claim, **Your** motorcycle must be removed to a motorcycle repairer approved by **Us** for repairs. Failure to remove **Your** motorcycle to an approved motorcycle repairer would be a breach of this endorsement and **We** shall have the right to decline liability under Section A of the Certificate.

**ENDORSEMENT 108 PASSENGER LIABILITY COVER**

In consideration of an additional contribution, the liability under Section B1(a) of the certificate is extended to cover death of or bodily injury to any person (not being a member of **Your** household or a member of **Your** authorised drivers' household), being carried in or upon or entering or getting on to or alighting from **Your Vehicle**.

Subject otherwise to the Terms and Conditions of this Certificate.

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### PROCEDURE FOR COMPLAINT TO FMB

Any Participant who is not satisfied with the decision of the senior management of a Takaful Operator, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Takaful Operator and the Certificate number.

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

If the Mediator makes an award against a Takaful Operator, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

### **FINANCIAL MEDIATION BUREAU (FMB)**

Tingkat 25, No. 4  
Jalan Sultan Sulaiman  
50000 Kuala Lumpur.  
Tel : 03 - 2272 2811  
Fax : 03 - 2274 5752  
Website : [www.fmb.org.my](http://www.fmb.org.my)

### PROCEDURE FOR COMPLAINT TO CSB

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

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

The contact details are as follows:

**Director**  
**Corporate Communication Department**  
**Bank Negara Malaysia (BNM) Level 14B**  
**P. O. Box 10922**  
**50929 Kuala Lumpur**  
Tel: **03 – 2698 8044**  
Fax: **03 – 2693 6919**

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Feedback Centre, Level 4, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia. Alternatively, You can fax Your feedback to: **603 – 2710 2463**

Etika Takaful Berhad (266243D) (Registered under Takaful Act 1984 and Regulated by Bank Negara Malaysia)  
Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur  
T +603 2297 3888 F +603 2297 3800 E [info@etika.com.my](mailto:info@etika.com.my) [www.etika.com.my](http://www.etika.com.my)

Etika Online 1300 13 8888  
Axi Kumpulan 

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