

## **EXPLANATORY NOTES**

### **How to read this document**

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

### **Words in bold**

You will notice that some words in the certificate are printed in **bold** letters. This is because they have been given specific meaning in your Private Car Certificate. Please refer to Section F on pages 19 to 22 for the meaning of these words.

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

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

- Takaful certificate in pages 6 to 34 (excluding the italic texts);
- the information you provided us when you applied for this Takaful;
- the Schedule;
- the Endorsements attached to the certificate; and
- the Certificate of Takaful (CT).

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

## **Duty of Disclosure**

### **A. Consumer Takaful Contract**

Where you have applied for this Takaful wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application 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 Application 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 Application Form (or when you applied for this Takaful) is inaccurate or has changed.

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

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

## What is covered?

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

Page	Basic Cover:	Comprehensive	Third Party, Fire and Theft	Third Party Only
7 to 10	Section A: Loss or Damage to Your Own Car			
7 to 8	1. a. What is Covered (under this section)			
	(i) accidental collision or overturning	✓	X	X
	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
	(iii) collision or overturning caused by wear and tear	✓	X	X
	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
	(v) fire, explosion or lightning	✓	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination/tinting film	✓	X	X
	(vii) burglary, housebreaking or theft	✓	✓	X
	(viii) malicious act	✓	X	X
	(ix) while in transit (limited cover)	✓	X	X
7 to 8	1. b. What is not Covered (under this section)	✓	✓	X
8 to 10	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
10	3. Towing Costs (to an Approved Repairer or safe place of storage)	✓	✓	X
11 to 13	Section B: Liability to Third Parties			
11	1. a. What is Covered (by this section)	✓	✓	✓
11 to 13	1. b. What is Not Covered (by this section)	✓	✓	✓
11	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
12	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
12	4. Maximum Legal Costs (if approved)	✓	✓	✓
12	5. Rights of Recovery	✓	✓	✓
13	Section C: No Claim Discount	✓	✓	✓
13 to 15	Section D: General Exceptions (what is not covered by the certificate)	✓	✓	✓
16 to 19	Section E: Conditions (terms that you must comply with)	✓	✓	✓
19 to 22	Section F: Definitions (explains the words in bold)	✓	✓	✓
23 to 34	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

X = not applicable

## **What this certificate does not cover?**

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

- Section A1b – see 'What is Not Covered' (pages 7 to 8): applicable to Comprehensive certificate only.
- Section B1b – see 'What is Not Covered' (pages 11 to 13): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.
- Section D – see 'General Exceptions' (pages 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 Private Car Certificate:

1. Cover is not provided for the exceptions. You have to pay additional contribution if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Private Car Certificate but which can be covered if you pay additional contribution are:
  - flood, storm {see Section A1b – 'What is not Covered' (page 8)};
  - strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 14 to 15)}; and
  - use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 14)}.
2. There are other risks which are not covered by the basic Private Car Certificate or by any of its extensions. We would have to issue a different certificate if you want these types of cover. For example, the following are not covered by your Private Car Certificate but can be covered under a different type of certificate:
  - carriage of goods must be covered under a Commercial Vehicle Certificate; and
  - hire or reward must be covered by taxi or hired car certificate.
3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 13 to 15) such as:
  - war, nuclear fission or fusion;
  - risks that are against government/public policy or against the law; and
  - drunk driving.

## **How can your car be used?**

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

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

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

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

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

## **Who can drive your car?**

- Practically anyone can drive your car as long as the driver:
  - has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {(see exclusion on Unlicensed Drivers in Section D – 'General Exception 1' (page 13)};
  - has your permission to drive (see definition of Authorised Driver in page 19); and
  - complies with all the terms and conditions of this certificate.
- Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of licence the driver possesses or if the driver is not a named driver (see explanation on excess in page 4). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.

## **In which territory is your car covered?**

This Takaful you have participated only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Certificate, you will need to participate Endorsement 100 (see page 27), which provides a limited cover for your liability for death or bodily injury of passengers.

## When is your cover effective?

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

## How much should you cover your car for under a Comprehensive or Third Party, Fire and Theft Certificate?

To be safe, you should cover your car at its current market value (see definition in page 21). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to cover is called the sum covered. Please note that you could be penalised if your car is under-covered (see Section A2e – ‘Under-Coverage’ in page 9).

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

$$\begin{array}{r} \text{Sum Covered} \\ \text{-----} \\ \text{Market Value} \end{array} \times \text{Loss} = \begin{array}{r} \text{RM80,000} \\ \text{-----} \\ \text{RM100,000} \end{array} \times \text{RM5,000} = \underline{\underline{\text{RM4,000}}}$$

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

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

## What is No Claim Discount (“NCD”)?

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

The applicable NCD can be checked with us or the Central NCD Database (“CND”) at <https://www.mycarinfo.com.my/ncdcheck/online> before the participation of your Private Car Certificate.

## What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Certificate Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your certificate. Note that there is also the Compulsory Excess (see page 9) where you have to bear an additional excess of RM400 if you or the person driving your car:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver’s licence; or
- is not named in the Schedule as a named driver.

As an example, if we assess the claim payable to be **RM10,000** but your certificate carries an excess of RM500, you will have to bear the first **RM500** yourself and the balance of **RM9,500** will be paid. However, if the driver is below 21 years old, you have to bear an additional excess of RM400. Using the same example, you now have to bear RM900 (i.e. 500 + 400) and we will pay RM9,100.

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

- **Do:**
  - Call **Accident Assist Call Centre (AACC) 24 hours** nationwide Takaful road accident Helpline number **1-300-22-1188** for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;
  - inform us as soon as possible about any incident which may give rise to a claim;
  - report all accidents to the police within 24 hours as required by law;
  - submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
  - move your car to an Approved Repairer;
  - fully fill up the relevant sections of your claim form – do not put “refer to police report”; and
  - if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing.

*Your NCD entitlement will not be affected and you can claim the excess that you had paid from the Takaful operator/insurer of the third party.*

- **Don't:**

- *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 16 to 17); and*
- *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.*

## PRIVATE CAR CERTIFICATE

### INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like **You** agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their **Contributions** on the basis of **Tabarru'** (donation) to the **General Takaful Fund (Fund)** managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the **Fund** based on the concept of **Tabarru'**.

As the Takaful Operator, **We** are responsible for selecting Participants and to determine and collect the contributions. **We** are also responsible for investing the **Fund** and paying benefits to entitled Participants. All proceeds from investments will be credited into the **Fund**. The **Fund** is collectively owned by the Participants where **Tabarru'** portion of the **Contribution** is placed for the purpose of takaful. The relationship between **You** and **Us** is governed by the **Wakalah** (agency) contract.

The surplus from the **General Takaful Fund (Fund)** will be determined annually and will be payable for annual **Certificate**. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by **Our** Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to **Us** for operating and managing the **Fund** based on the contract of **Ju'alah** (reward), and the remaining fifty percent (50%) is shared between Participants whose **Certificates** have not terminated and who have not made any claim within the financial year. In the event of any deficit from the **Fund**, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the **Fund** is still in deficit, a **Qard** (interest-free loan) will be arranged. The **Qard** will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the **Qard**. If the surplus is less than Ringgit Malaysia Ten (RM10.00), **We** shall credit such sum into a charitable fund, which will be utilized as Amal Jariah on behalf of the Participants. The charitable fund will be distributed to eligible recipients as approved by our Shariah Committee for charitable purposes.

Your application to join this takaful scheme as a Participant has been accepted based on the application You have signed and any other information provided to Us. If You did not fill in an Application Form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive takaful cover for accident or incident as specified in the Schedule that may happen to You during the Period of Takaful according to the terms and conditions of this takaful contract.

This takaful contract is made up of the Application Form, this Certificate and the Schedule. You should read them together carefully to make sure that You get the cover You need.

This takaful scheme is governed by the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia. A requirement of this act is the establishment of a Shariah Committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah."

### The Takaful Agreement

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

#### Consumer Takaful Contract

This **Certificate** is issued pursuant to:

- the payment of contribution as specified in the Schedule to the General Takaful Fund under the principle of tabarru' to help other Participants in the event as defined in this certificate;
- the answers given in **Your** Application Form (or when **You** applied for this Takaful); and any other disclosures made by **You** between the time of submission of **Your** Application Form (or when **You** applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of Takaful between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

It is our responsibility to manage the General Takaful Fund on behalf of the Participants under the principle of wakalah. In the event of insufficient balance in General Takaful Fund to pay your Takaful Benefits during the period of Takaful, **We** will make good the balance in the General Takaful Fund under the principle of Qard (interest-free loan) provided that the insufficiency is not due to Our negligence. If the insufficiency is due to **Our** negligence, **We** will make the outright transfer for the insufficiency. **You** further agree that your future surplus arising from the General Takaful Fund during your Takaful period can be used to pay for outstanding Qard in the General Takaful Fund (if any) to **Us**.

This **Certificate** reflects the terms and conditions of the contract of Takaful as agreed between **You, Us** and Participants of the General Takaful Fund.

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

#### **Non-Consumer Takaful Contract**

This **Certificate** is issued pursuant to the payment of contribution as specified in the **Takaful** Schedule to the General Takaful Fund under the principle of tabarru' to help Participants of the General Takaful Fund and our responsibility to manage the General Takaful Fund on behalf of the Participants under the principle of wakalah and pursuant to the answers given in **Your** Application Form (or when **You** applied for this Takaful) and any other disclosures made by **You** between the time of submission of **Your** Application Form (or when **You** applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of Takaful between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of **Your** contract of Takaful, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of takaful.

It is our responsibility to manage the General Takaful Fund on behalf of the Participants under the principle of wakalah. In the event of insufficient balance in General Takaful Fund to pay your Takaful Benefits during the period of Takaful, **We** will make good the balance in the General Takaful Fund under the principle of Qard (interest-free loan) provided that the insufficiency is not due to Our negligence. If the insufficiency is due to **Our** negligence, **We** will make the outright transfer for the insufficiency. **You** further agree that your future surplus arising from the Fund during your Takaful period can be used to pay for outstanding Qard in the Fund (if any) to **Us**.

This **Certificate** reflects the terms and conditions of the contract of Takaful as agreed between **You, Us** and Participants of the General Takaful Fund.

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

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

### **1a: What Is Covered**

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

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;

### **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 Car** e.g. cost of hiring replacement car, travelling expenses etc.

## 1a: What Is Covered

- (vi) breakage of windscreen, windows or sunroof including lamination/tinting film, if any;

*However, **Your** no claim discount would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already participated **Endorsement 89**.*

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

*For an additional contribution, **Your Certificate** can be extended to cover for ferry transit between Sabah and Labuan (**Endorsement 109**).*

## 1b: What Is Not Covered

*For an additional contribution, **Your Certificate** can be extended to cover an agreed payment per day for an agreed duration (**Endorsement 112 or Endorsement on Compensation for Loss of Use (Non-Tariff)**).*

### (iii) **Depreciation**

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

### (iv) **Breakdown or Malfunction of Parts**

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

### (v) **Damage to Tyre(s)**

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

### (vi) **Convulsions of Nature**

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

### (vii) **Excess**

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

### (viii) **Loss of Electronic Data**

Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.

### (ix) **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 Car** is damaged as a result of any **Incident**, **We** have the option of doing the following:



**a. If Your Car is Repairable**

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

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

**b. If Your Car is not Repairable**

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

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

**c. Replacement Parts**

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

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

**d. The Maximum Amount will Be Paid To You**

If **Your Car** is BER or stolen and not recovered, the amount payable under the **Certificate** will be the **Market Value** at the time of the loss or the **Sum Covered** as shown in the **Schedule**, whichever sum is the lesser. Upon **Our** payment of the said amount, this **Certificate** shall be automatically terminated. The **Market Value** is to be determined according to clauses 18 and 19 of Section F.

**e. Under-Coverage**

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

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

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

**f. Betterment**

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

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

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

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

**g. Compulsory Excess (please see page 4 for explanation)**

In addition to the **Excess** shown in the **Schedule**, **We** have the right to deduct another RM400 as **Compulsory Excess** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver's licence; or
- is not named in the **Schedule** as **Named Driver**.

**We** will not deduct this additional RM400 **Excess** 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 Car** cannot be driven as a result of any damage to it that is covered by this **Certificate**, an amount up to a maximum of RM 200 will be paid for the necessary and reasonable costs to move **Your Car** to the nearest **Approved Repairer** or to a safe place of storage while awaiting repair or disposal.

## Section 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 Driver** will be indemnified for the amount which **You** and/or **Your Authorised Driver** are legally liable to pay any third party (including third party's costs and expenses) for:

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

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

### 2: Limits of Our Liability

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

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

*For an additional contribution, the limits of liability for third party property damage can be extended up to RM20 million (**Endorsement 105**).*

### 1b: What is Not Covered?

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

- (i) death or bodily injury to any passenger being carried for hire or reward;
- (ii) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

*Under the Road Transport Act 1987, this **Certificate** shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a 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 passenger or otherwise) while on the job and is in or on the said **Car** as part of his/her employment e.g. car wash worker, mechanic etc.*

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

### 3: Cover for Legal Personal Representatives

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

### 4: Maximum Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **Incident**, legal cost incurred will be paid up to a maximum of RM 2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and provided that **Our** prior written consent had been secured.

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

### 5: Rights of Recovery

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

### 1b: What is Not Covered?

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

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

#### **Liability to passengers other than:**

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

*may be covered separately for additional contribution under **Endorsement 100**. If **You** have covered such liability, **You** will need to refer to the full text of **Endorsement 100: Legal Liability to Passengers** as to what this **Endorsement** covers or excludes and the applicable conditions.*

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

***Liability for accidents caused by Your passengers** may be covered separately for additional contribution under **Endorsement 72**. **You** will need to refer to the full text of **Endorsement 72: Legal Liability of Passengers for Negligent Acts** as to what this **Endorsement** covers or excludes and the applicable conditions.*

- (vi) any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
- (vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or

## 1b: What is Not Covered?

- (viii) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

## Section C: No Claim Discount

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

### 1. No Claim Discount (NCD)

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

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

### 2. One Claim and Your NCD is Down to Zero

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

### 3. Exception to this Rule

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

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

### 4. Your NCD is not Transferable

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

### 5. Non-utilisation of NCD

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Certificate** will be reversed in accordance with the scale set out in the table 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 pages 7 to 8) and B1b (see pages 11 to 13).

### 1. Unlicensed Drivers

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

## 2. **Alcohol, Drugs and Other Intoxicating Substances**

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

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

## 3. **Fraud and Exaggerated Claims**

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

## 4. **Unlawful Purpose**

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

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

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

- 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.

*For an additional contribution, **Your Certificate** can be extended to cover the use of **Your Car** for reliability trial or competition if **You** obtain the prescribed extension cover (**Endorsement 24(c)** or **24(d)**).*

## 6. **Use Outside Malaysia**

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

*For an additional contribution, **Your Certificate** can be extended to cover the use of **Your Car** in Thailand or Kalimantan only if **You** participate the prescribed extension cover (**Endorsements 101** and **102**).*

## 7. **Failure to take Precaution**

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

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

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

## 8. **War Risk**

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

- 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 25**).*

#### **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 57**).*

#### **11. Contractual Liability**

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

#### **12. Unauthorised Driver**

Any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Car** will not be paid, in respect of which indemnity is provided by this **Certificate**, is being driven by any person other than an **Authorised Driver** or person driving on **Your** order or with **Your** permission.

#### **13. Any Communicable Disease**

Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

#### **14. Cyber and Data Exclusion**

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto this Certificate excludes any:

- a. Cyber Loss;
- b. Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Certificate or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## Section E: Conditions - These apply to the whole Certificate

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

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

### Conditions Precedent to Certificate Liability

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

#### 1. Duty of Disclosure

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

##### A. Consumer Takaful Contract

Where **You** have applied for this Takaful wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application 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 Application 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 terms 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 Application Form (or when **You** applied for this Takaful) is inaccurate or has changed.

#### 2. Accidents and Claims Procedures

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

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

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



- b. Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- c. Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.  
A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.
- d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- e. Send **Your Car** to an **Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Certificate** if **You** breach this condition.
- f. **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Certificate**.

**You** must not do any of the following:

- Admit any responsibility for any **Incident**; or
- Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

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

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

### 3. Cancellation

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

a. Cancellation by **You**:

- **You** can cancel this **Certificate** at any time by returning the **Certificate of Takaful (CT)** to **Us** or, if the **CT** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the **CT** or SD **You** will be entitled to a refund of contribution if no claim was incurred prior to cancellation. **Your** refund will be the difference between the total contribution and **Our** customary short-period rates calculated for the time **We** were on risk until the date **We** received the **CT** or SD:

Period of Takaful	Refund of Contribution
Not exceeding 1 week	87.5% of the total contribution
Not exceeding 1 month	75.0% of the total contribution
Not exceeding 2 months	62.5% of the total contribution
Not exceeding 3 months	50.0% of the total contribution

Not exceeding 4 months	37.5% of the total contribution
Not exceeding 6 months	25.0% of the total contribution
Not exceeding 8 months	12.5% of the total contribution
Exceeding 8 months	No refund of contribution allowed

- The **Certificate** will automatically lapse once **You** sell or dispose off **Your Car** because **Your** permissible Takaful interest in the **Car** will cease. If **You** want to transfer the **Certificate** to the new participant, **You** have to get **Our** prior consent.

b. Cancellation by **Us**:

- **We** may also cancel this **Certificate** by giving **You** fourteen (14) days notice in writing (provided it is necessary, reasonable and justifiable) by registered post to **Your** last address or by electronic mail known to **Us**.
- After returning the **CT** or **SD** **You** will be entitled to a refund contribution for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CT** or **SD** from **You** to the expiry date of the **Certificate**.

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

**4. If there is More Than One Takaful/Insurance Covering the Same Car**

- You** must inform **Us** in writing if **You** have taken out any other Takaful/Insurance in respect of **Your Car** during the **Period of Takaful**.
- If a claim arises under this **Certificate** and such a loss is also claimable under the other Takaful certificate(ies)/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/Insurers who is/are also liable for the loss.

**5. Subrogation**

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

**6. Dispute Resolution**

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

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

**7. Other Matters**

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

- Comply with all the terms and conditions of this **Certificate**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek assistance under this **Certificate**;
- Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
- Take reasonable care to avoid any situation that could result in a claim. This **Certificate** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious

risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and

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

#### **8. Prevalent Certificate Wording**

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

#### **9. Communicable Disease**

- a. This certificate, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of takaful. Consequently, and notwithstanding any other provision of this certificate to the contrary, this certificate does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, arising out of, resulting from, attributable to, or in connection with (regardless occurring concurrently or in any sequence) with a Communicable Disease or the fear of threat (whether actual or perceived) of a Communicable Disease.
- b. For the purpose of this endorsement, loss, damage, liability, claim, cost, or expense of whatsoever nature or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: -
- i. for a Communicable Disease, or
  - ii. any property covered hereunder that is affected by such Communicable Disease.

#### **10. Changes in Taxation, Regulations and Legislation**

We may vary the terms of this Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when the terms in this Certificate need to be changed.

### **Section F: Definitions of words highlighted in the Certificate**

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

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

#### **1. Accessories**

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

#### **2. Act of Terrorism**

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

#### **3. Adjuster**

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

#### **4. Authorised Driver**

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

#### **5. Car**

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

**6. Certificate 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. Communicable Disease**

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. 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,
- b. 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
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.

**9. Criminal Breach of Trust**

This follows the meaning as defined under Section 405 of the Penal Code which is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits “criminal breach of trust”.

**10. Cyber and Data Exclusion**

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- a. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means: -

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Participant or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**11. Endorsement**

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

- 12. 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**.
- 13. General Takaful Fund (Fund)**  
The Participants' account where **Tabarru'** portion of the contribution is placed for the purpose of Takaful. The **Fund** is collectively owned by the Participants and the Sum Covered shown in the Takaful **Schedule** is payable from the **Fund**.
- 14. Household**  
This refers to all members of **Your** or **Your Authorised Driver's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.
- 15. Incident**  
Any event which could lead to a claim under this **Certificate**.
- 16. Ju'alah**  
**Ju'alah** means reward contract in which one of the parties offers specified reward(s) to anyone who will achieve a determined result in a known or unknown period. In relation to this **Certificate**, it refers to the reward given to **Us** agreed upfront by **You** and **Us** for good management of the **Fund**.
- 17. Limitations as to Use**  
According to **Your Certificate of Takaful (CT)**, **Your Car** can only be used for "Social, domestic and pleasure purposes and for the Participant's business". The **CT** also states that "The **Certificate** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".
- 18. Market Value**  
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** participated 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 Car** in the event of dispute would be determined by the Head Office of the **Car** franchise-holder and this value should be equal to the cost of acquiring a replacement car of the same make, model and age of **Your Car** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Islamic Financial Services Act 2013, agreed by both **You** and **Us**.
- 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 Car** at the time **You** participated/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 minimal contribution described in the **Schedule**.
- 21. Named Driver**  
This refers to the persons named in the **Certificate** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2g will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the **Incident**.
- 22. Ombudsman for Financial Services (OFS)**  
This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Certificate** as an alternative to the courts.

### 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. Qard

In the context of this **Certificate**, it means an interest-free loan which is given by **Us** to the **General Takaful Fund** when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to **Our** mismanagement or negligence. The loan will be repaid by the future surpluses from the **General Takaful Fund**. If the insufficiency is due to **Our** mismanagement or negligence, **We** will make the outright transfer for the insufficiency.

### 25. Certificate

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

### 26. Approved Repairer

This refers to any of the following:

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

### 27. Road

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

### 28. Schedule

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

### 29. Sum Covered

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

### 30. Tabarru'

Contribution, donation or gift. In the context of this **Certificate**, it means contribution for the purpose of Takaful. This portion is placed in the **General Takaful Fund**.

### 31. Wakalah

Refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this **Certificate**, it means that **You** have appointed **Us** to invest and manage the **General Takaful Fund** on **Your** behalf. **You** have also authorized **Us** to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, **We** will remain liable and responsible for all such rights, duties and obligations towards **You**.

### 32. We, Our, Us

This refers to the licensed Takaful operator that is issuing **You** this **Certificate** representing the Participants of the General Takaful Fund.

### 33. You, Your, Yourself

This refers to the certificateholder or person described in the **Schedule** as "the Participant".

## **Section G: Endorsements - applicable only if the Endorsement number is printed in the Schedule**

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

### **Endorsement 1: Excess All Claims** (please see page 4 for explanation and page 20 for definition)

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

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

### **Endorsement 2: Excess Damage Claim** (please see page 4 for explanation and page 20 for definition)

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

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

### **Endorsement 3(p): Third Party Only Takaful** (please see pages 7 - "What is Covered?")

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

### **Endorsement 3(q): Third Party, Fire and Theft Takaful** (please see pages 7 - "What is Covered?")

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

### **Endorsement 14: Transfer of Interest**

In consideration of the additional contribution that You paid Us for this **Endorsement**, We agree to transfer the interest in this Certificate on [state date] to [state name of transferee and NRIC No./Business Registration No.] of [state address] carrying on or engaging in the business or profession of whose application and declaration dated [state date] shall be the basis of this contract.

Subject otherwise to the terms and conditions of this Certificate.

#### Endorsement 15: Hire Purchase/Financing

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

#### Endorsement 15(a): Employer's Financing

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

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

#### Endorsement 18: Fleet Rated Risks – Cancellation of 'No Claim Discount'

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

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

#### Endorsement 22: Caravan/Luggage/Boat Trailers

Pursuant to the additional contribution that **You** paid, any Caravan or Luggage or Boat Trailer that is specified in the **Schedule** will be covered under the heading '**Endorsement 22**' while it is being used together with **Your Car**.

This **Endorsement** does not cover:

- a. legal liability for death or bodily injury to any passenger in the specified Caravan/Luggage/Boat Trailer unless such person is being carried by reason of or in pursuance of a contract of employment;
- b. loss or damage to the contents of or anything being carried in the specified Caravan/Luggage/Boat Trailer; and
- c. loss or damage to the Boat being carried by the specified Trailer.

The maximum amount that will be paid for loss or damage to the specified Caravan/Luggage/Boat Trailer under Section A for this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 22**'.

#### Endorsement 24(c): Reliability Trials, Competitions etc.

Pursuant to the additional contribution that **You** paid, the takaful provided under this **Certificate** shall cover **Your Car** while it is being used for *[state either reliability trials, competition]* to be held at *[state place/location]* on *[state date]* organized by *[state name of organizer]* including officially conducted practice for the event.



#### Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section B of this **Certificate** shall cover legal liability while **Your Car** is being used for [state either reliability trials, competition] to be held at [state place/location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

#### Endorsement 25: Strike, Riot and Civil Commotion

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

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

This **Endorsement** does not cover:

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

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

#### Endorsement 57: Inclusion of Special Perils

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

#### Endorsement 72: Legal Liability of Passengers for Negligent Acts

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

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

This **Endorsement** does not cover:

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

#### Endorsement 87: Agreed Value Clause

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

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

#### Endorsement 89: Cover for Windscreens, Windows and Sunroof

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination/tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that will be paid under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 89**'.

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

If the damaged glass is replaced, the cover provided by this **Endorsement** comes to an end as soon as the glass is replaced. If **You** wish to enjoy continued coverage **You** must take a new **Endorsement** cover and pay the additional contribution to **Us**.

Alternatively if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit **You** must pay the additional contribution to **Us**.

**We** have the final say on whether to repair or to replace the damaged glass.

#### Endorsement 95: Leasing Agreement

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

#### Endorsement 97: Separate Cover for Accessories fixed to Your Car

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section A of this **Certificate** shall cover the non-standard **Accessories** specified in the **Schedule**. The maximum amount that will be paid under this **Endorsement** is the amount mentioned in the said **Schedule** under the heading '**Endorsement 97**'.

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

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

**Endorsement 97(a): Gas Conversion Kit and Tank**

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section A of this **Certificate** shall cover loss or damage to the Gas Conversion Kit and Tank of **Your Car** as a separate item provided it is installed by a qualified installer. The maximum amount that will be paid under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 97(a)**'.

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

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

**Endorsement 100: Legal Liability to Passengers**

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

- a. death or bodily injury to any passenger being carried for hire or reward;
- b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;
- c. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and/or any member of **Your** or **Your Authorised Driver's Household**;
- d. liability to any person who is a member of **Your** and/or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he/she is required to be carried in or on **Your Car** by reason of or in pursuance of his/her contract of employment with **You** or **Your Authorised Driver** and/or his/her employer;
- e. liability caused by a passenger travelling in or alighting from **Your Car**;
- f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
- g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or
- h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

**Condition of Cover**

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

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

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

### Endorsement 101: Extension of Cover to the Kingdom of Thailand

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

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

### Endorsement 102: Extension of Cover to Kalimantan

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

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

### Endorsement 105: Limits of Liability for Third Party Property Damage (TPPD)

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

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

#### **TPPD limits of Liability**

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

### Endorsement 109: Extension of Cover for Ferry Transit to and/or from Sabah and the Federal Territory of Labuan

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section A of this **Certificate** shall cover loss or damage to **Your Car** when in transit to and/or from Sabah and Federal Territory of Labuan.

**You** must bear the first 1% of the **Sum Covered** or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this **Endorsement**. **We** have the right to deduct this amount in addition to the **Excess** mentioned in the **Schedule** of this **Certificate**.

**Endorsement 111: Current Year “NCD” Relief (only applicable to Comprehensive Private Car Certificate)**

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

The cover provided under this **Endorsement** is terminated automatically when:

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

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

**Endorsement 112: Compensation for Assessed Repair Time (CART)**

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

The maximum rate per day and the maximum number of days that will be paid under this **Endorsement** is limited to the amounts mentioned in the **Schedule** under the heading ‘**Endorsement 112**’.

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

Your claim will not be paid:

- a. if **Your** claim is only for breakage of glass that is payable under **Endorsement 89**;
- b. for any delay in the time taken to repair **Your Car** (beyond the assessed repair time) due to any reason at all. The final decision on the time required to repair **Your Car** will be decided by **Us** irrespective of whether **Your** claim is lodged directly with **Us** or against a third party;
- c. if **Your** claim is for theft or total loss of **Your Car**; or
- d. if **Your** claim is under a BER process.

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

**Endorsement 113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Sum Covered** of **Your Car** at the time **You** participate/renewed this **Certificate** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Car** would be determined by the (name of motor vehicle **Market Valuation System**) and this value would be accepted as the cost of acquiring a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the (name of motor vehicle **Market Valuation System**) for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the (name of motor vehicle **Market Valuation System**) or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

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

### Endorsement on Compensation for Loss of Use (Non-Tariff)

Pursuant to the additional contribution to Us by You for this **Endorsement**, We hereby agree to indemnify You for the loss of use for the duration Your Car is laid up for repair in the workshop pursuant to Your claim under Section A of this **Certificate**.

The amount payable as a compensation hereunder shall be based on the rate stipulated in the **Schedule** to this **Endorsement** and shall be calculated for a period commencing from the date of receipt of notification of **Your** claim (by **Us**) until the date on which **Your Car** is released and discharged by the workshop up to a maximum amount provided in the **Schedule** whichever is the lesser.

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

**Your** claim will not be paid:

- a) if **Your** claim is only for breakage of glass that is payable under **Endorsement 89**;
- b) if **Your** claim is for theft or total loss of **Your Car**; or
- c) if **Your** claim is under a BER process.

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

### Car Re-Spray Cover (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** agree that the coverage provided under Section A of this **Certificate** will cover the cost of spray painting of **Your Car** that is accidentally damaged, up to the amount mentioned in the **Schedule** for the current **Period of Takaful**.

Coverage is subject to the spray painting of the whole **Car** and must be done by **Our Panel Repairer** who also carries the repairing works on **Your Car** in correspondence to the own damage accident claim.

Coverage applies in the event that a corresponding own damage accident claim of **Your Car** which involves repainting of the damaged part but does not allow for the spray-painting of the whole **Car** in its repair approval.

Coverage applies only for **Car** aged ten (10) years and below.

This cover is terminated on the date **Your** claim is settled under this **Endorsement**.

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

### Smart Key Replacement Cover (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** agree to cover the cost to replace, repair and/or reprogram of **Your Smart Car** key if they are stolen, lost or accidentally damaged.

The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the **Schedule** for the current **Period of Takaful** and is limited to one (1) set of **Car** key for **Your Car**.

**You** are required to provide a police report and evidence of damage, original receipts or invoices issued by the vehicle principal dealer or **Our Panel Repairer** for the replacement, repair and/or reprogramming of the key.

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

**We** will not pay:

1. For any claim from theft or attempted theft if **Your Car** is left unlocked or if the key is left in or near **Your Car** while it is unattended; or
2. For any claim where the theft of the key has not been reported to the police immediately upon discovery.

This cover is terminated on the date **Your** claim is settled under this **Endorsement**.

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

### New Spare Part Replacement Cover (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** agree to pay for the actual betterment expenses incurred for the difference in cost between the old part(s) and the new original part(s) for the current **Period of Takaful**.

The replacement of new original parts must be done by **Our Panel Repairer** who also undertakes the repairing works on **Your Car** in connection with own damage accident claim.

Coverage applies if there is a corresponding own damage accident claim on the vehicle aged five (5) to fifteen (15) years old based on vehicle year of manufacture as per Vehicle Registration Card (RIMV Card).

This cover is terminated on the date **Your** claim is settled under this **Endorsement**.

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

### Child Car Safety Seat Endorsement (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** agree that the coverage provided under Section A of this **Certificate** will cover for the loss or damage to the Child Car Safety Seat fitted in **Your Car** caused by accident, theft or damaged following fire or flood.

**We** will reimburse the actual expenses incurred to repair or replace the Child Car Safety Seat up to RM500 for each unit(s) subject to the following conditions:

- a. a police report being lodged within twenty four (24) hours of the occurrence of the **incident**,
- b. a copy of the police report
- c. original repair invoice(s) / receipt(s) for the expense(s) incurred.

The cover is limited to one (1) occurrence in each **Period of Takaful**.

For any claim under this **Endorsement**, **We** will not deduct any **Excess** and **You** will not lose the No Claim Discount entitlement.

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

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

### Drive Less Save More (DLSM) (Non-Tariff)

**We** will reward **You** if **Your** mileage is low with a cash **Rebate** on **Your** car takaful contribution throughout the certificate period, provided **You** submit **Your Mileage Data**.

#### Definitions

“**Mileage Data**” refers to information on **Your** Car odometer mileage reading submitted by **You** through **Our Platform**.

“**Platform**” refers to website and any other platform notified and provided by **Us**.

“**Period of Takaful**” refers to a period during which the certificate is in force which shall not be more or less than twelve (12) months.

“**Rebate**” refers to cash **Rebate** payable to **You** if **Your** mileage driven during the **Period of Takaful** falls within the low mileage category, as per the **Rebate Table**.

“**Rebate Table**” refers to the cash **Rebate** payable to **You** as a percentage of basic contribution paid. Basic contribution paid is calculated based on basic contribution less NCD less discount for direct participation (if any). The cash **Rebate** payable will depend on the mileage driven on daily basis.

The cash **Rebate** is calculated on an average daily basis, as a percentage of your net contribution based on the variables in the **Rebate Table** below.

Tier	Kilometre Range Per Day	Daily Rebate %	Total Rebate % for a Year
1	0 – 14	0.082%	30%
2	15 – 28	0.055%	20%
3	29 – 42	0.027%	10%

Note: Fractions of distance driven will be rounded up to the nearest km.

“**Submission Points**” refers to the period at which **Your Mileage Data** shall be submitted to **Us** during the **Period of Takaful**. **Your Mileage Data** shall be submitted to **Us** upon activation of the DLSM coverage via our **Our Platform**. Subsequent submission will be throughout the takaful period subject to a minimum of



10 days between each upload and final submission will be upon expiration of your Motor Takaful plan, a final submission of your car odometer reading is required.

### **Terms and Conditions**

1. This reward is only effective if **You**:
  - a) opt in at the **Certificate** inception date; and
  - b) submit **Your Mileage Data** as required.
  
2. **Use of Mileage Data**

The **Mileage Data** is used to determine the mileage driven within the **Period of Takaful** to calculate the corresponding **Rebate** amount based on the **Rebate Table**.
  
3. **Eligibility Criteria**

This reward is offered if **You** fall under the following criteria:

  - a) Age of Participant : 25 – 80 years
  - b) Age of vehicle: 0 to 20 years
  - c) Sum Covered : from RM12,000 and above
  - d) Car type: Private car for private use
  
4. **Rebate Entitlement**

**You** will receive the cash **Rebate** within 3 days after the submission of your mileage data, provided **Your** mileage driven during the **Period of Takaful** falls within the **Rebate Table**. However, **You** will not be entitled to the cash **Rebate** if:

  - a) **You** are a high mileage driver and **Your** daily mileage driven does not fall within the **Rebate Table**;
  - b) This Certificate has been cancelled by **You** or **Us** at any time before the end of the **Period of Takaful**; or
  - c) There is unauthorized tempering / modification / replacement or malfunction of **Your car** odometer.
  
5. **Rebate Computation**

The cash **Rebate** is calculated based on the average daily mileage, which is computed using mileage data for every subsequent uploads against the mileage data captured upon activation.

  - i. First submission of mileage driven: The cash **Rebate** is calculated based on the average daily mileage driven during the period between the first activation of DLSM add-on and 1<sup>st</sup> subsequent submission of mileage data.
  - ii. Second submission and subsequent submission of mileage driven: The cash **Rebate** is calculated based on the average daily mileage driven during the period between the first activation of DLSM add-on and 2<sup>nd</sup> and every subsequent submission of mileage data.
  - iii. The calculated average daily mileage is then applied to the **Rebate Table** to identify the corresponding **Rebate** percentage.
  - iv. The cash rebate will be paid to the Participant from the General Takaful Fund (GTF)

You may obtain further information about the cash **Rebate** sample illustration in the DLSM FAQ from our website at [www.etiqa.com.my](http://www.etiqa.com.my)

### **Confidentiality and Privacy**

**Mileage Data** gathered from **You** will be strictly and solely used for the purpose of this benefit. The **Mileage Data** will be stored in a secure environment that cannot be accessed by unauthorized persons, and will not be sold, traded and exchanged to other parties.

## Electric Vehicle (EV) Home Wall Charger (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** agree that the takaful provided under Section A of this **Certificate** shall cover the Home Wall Charger and its accessories for use of BEV or PHEV vehicles which resides in **Your** own residence as specified in the **Schedule**, in the event of loss or damage due to Fire, Theft (must be due to violent and forcible entry), Lightning, Explosion, Hurricane, Cyclone, Typhoon, Windstorm, Earthquake, Flood, Aircraft and aerial devices or articles dropped therefrom, Impact damage by road vehicles, Bursting or overflowing of water tanks, apparatus or pipes during the Period of Takaful.

Subject to the exclusions and limitations described below, **We** will reimburse the actual expenses incurred to repair or replace the Home Wall Charger up to **RM12,000** subject to the following conditions:

1. a police report being lodged within twenty four (24) hours of the occurrence of the incident,
2. a copy of the police report, and
3. original repair invoice(s) / receipt(s) for the expense(s) incurred detailing the installer company name.

For any claim under this **Endorsement**, **We** will not deduct any **Excess** and **You** will not lose the No Claim Discount entitlement.

The cover is limited to one (1) occurrence in each **Period of Takaful** and cover is terminated on the date **Your** claim is settled under this **Endorsement**.

### Exclusions

This benefit does not provide coverage under any of the following circumstances:

1. To cover any damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper use, maintenance, storage or transport;
2. Damage/repair covered under manufacturer warranty;
3. Failure to follow the instructions, maintenance and warnings published in the documentation supplied with **Your** manufacturer connector or adapter;
4. External factors, including but not limited to, objects striking the Home Wall Charger connector or adapter, faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets;
5. General appearance or damage to paint, including chips, scratches, dents and cracks;
6. Failure to contact the manufacturer upon discovery of a defect covered by this Home Wall Charger;
7. Any repair, alteration or modification to the Home Wall Charger connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorized or certified to do so;
8. Lack of or improper repair or maintenance, including use of non-genuine of the manufacturer accessories or parts;
9. EV Home Wall Charger is covered under Fire certificate for fire, flood and theft; and
10. Use for commercial purposes.

## CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:  
Etiqa General Takaful Berhad  
Level 13, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: +603 2297 3888  
Facsimile Number: +603 2297 3800  
Etiqa Online: 1300 13 8888  
E-mail: info@etiqa.com.my  
Homepage: www.etiqa.com.my
3. In the event of claims under the Certificate, please call Our Claims Assistant at 1300 88 1007.

## COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit.  
Etiqa General Takaful Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia;

Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)  
Facsimile Number: +603 2297 1919  
E-mail: complaint\_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my  
or  
Facsimile Number: +603-2272 1577  
or  
Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my).

Engagement of the OFS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### **PROCEDURE FOR COMPLAINT TO BNMLINK**

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

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

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur, Malaysia  
Telephone Number: 1300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail:bnmlink@bnm.gov.my