

Driver 360 Takaful 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 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 (wage), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims 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 utilised as amal jariah on behalf of the Participants.

Your application to participate in 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 death, Permanent Disability and other Benefits 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.

WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate wording.

This Certificate is issued in consideration of the payment of Contribution as specified in the Schedule 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. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of takaful as agreed between You and Us.

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

To help preserve the environment, We will send You one Certificate booklet only. Please keep this Certificate booklet in a safe place. In case of renewal and/or Certificate condition amendment, We will send You the renewal Schedule and/or Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

YOUR DUTY TO INFORM US

1. Communication

All communication to Us must be in writing or You may contact Our Etiqa Online at 1300 13 8888.

2. Duty of disclosure before this takaful is granted

i) Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the question in the Application Form (or when You applied for this takaful) i.e. You should have answered 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 the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You are also required to disclose any other matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

ii) If You do not fully and faithfully provide this information, the takaful may not be valid or the Certificate may not cover You fully.

3. Duty of disclosure during this takaful

You are required to inform Us immediately if at any time after this contract of takaful or any other Certificate effected on or by You has been entered into, varied or renewed with Us of any information given in the Application Form (or when You applied for this takaful or other Certificates) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

i) require You to pay an additional Contribution for the increase risk;

- ii) make changes to the terms and conditions of this Certificate; or
- iii) leave the Certificate terms, conditions and Contribution unaltered.

You will only be covered for any increased risk if agreed in writing by Us.

GENERAL DEFINITIONS

Contents means personal effects (articles of personal use and adornment) that is in the Vehicle at the time of accident.

Contribution means the price of Takaful cover payable by the Participant on the basis of Tabarru'.

Covered Person means You, driver authorised by You and your passengers in the Vehicle named in the schedule.

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 bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Injury means death or permanent disability of the Covered Person due to road accident whilst driving or riding as passenger and/or boarding or alighting from the Vehicle.

General Takaful Fund (Fund) means 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.

Ju'alah is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. 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.

Medical Practitioner means any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

Participant/You/Your means the owner of the Vehicle named in the Schedule. For Corporate Entity, the term "Covered" used herein refers to the authorised user.

Period of Takaful means the Period of Takaful as stated in the Schedule.

Reinstatement Value means the cost of replacing or reinstating the loss or damaged property of the same kind or type but not more extensive than the covered property when new.

Qard, in the context of this Certificate, 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.

Schedule means details of the Covered Person and certain elements of the takaful provided. The Schedule is part of the Certificate.

Tabarru' means 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.

Takaful Business means business of takaful whose aims and operations do not involve any element which is not approved by the Shariah.

We / Us / Our means Etiqa General Takaful Berhad.

Territorial Limit means anywhere within Malaysia, Republic of Singapore and Negara Brunei Darussalam.

Vehicle means the motor vehicle named in the schedule and registered with Jabatan Pengangkutan Jalan (JPJ), Malaysia for the purpose of private and/or official use and with a comprehensive motor Takaful coverage.

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.

SPECIAL PROVISION

Disappearance

If You disappear and Your body has not been found within one (1) year after Your disappearance, We will pay the death Benefit after We have examined all available evidence and We are satisfied that the disappearance can be presumed to be due to Your death as the result of an Accident.

Subsequently, if You are found to be living, any amount that We have paid must be refunded to Us.

SECTION 1 – PERSONAL ACCIDENT

We will pay You for Injury as per defined in the Certificate:

The compensation for death or disablement benefits as described below if the Covered Person is injured and within 180 days from the date of the Injury.

Scale Of Benefits		
Item	Benefits	Compensation
1A	Accidental Death	The Sum Covered specified in the Schedule
1B	Permanent Total Disablement (as specified below)	Percentage (The Sum Covered specified in the Schedule)

Scale Of Benefits		
Item	Benefits	Compensation
	i. Loss of both hands or both feet	100%
	ii. Loss of one eye and one hand or one foot	100%
	iii. Total paralysis of all limbs	100%
	iv. Loss of sight of both eyes	100%
1C	Permanent Partial Disablement (as specified below)	Percentage (The Sum Covered specified in the Schedule) The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one Covered Person
	i. Loss of one hand or foot	50%
	ii. Loss of sight of one eye	50%
	iii. Loss of four fingers and thumb of one hand	50%
	iv. Loss of hearing of both ears	50%
	v. Loss of speech	50%
	vi. Loss of all toes	15%
1D	Medical Expenses Medical, surgical, hospital, nursing home and nursing fees or charges incurred within 52 weeks from the date of Injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered Medical Practitioner, physician, surgeon or nurse and/or at a hospital prescribed by such Medical Practitioner, physician or surgeon.	Reimbursement up to the Sum Covered specified in the Schedule in respect of any one Covered Person in any one accident.

COMPENSATION LIMITS IN RESPECT OF ANY ONE COVERED

- Compensation shall not be payable for:
 - More than any specific Injury under Benefit 1B and/or Benefit 1C where, for that same Injury, compensation is payable for another part of Benefit 1B and/or Benefit 1C which includes that specific Injury.
 - More than 100% in aggregate for any or all of Benefit 1B and/or Benefit 1C for any one Covered Person.
- Compensation shall be payable for children aged below 12 years old at the time of the accident, will be entitled to 50% of all the stated benefits limit as per Schedule.
- Compensation shall not be payable in respect of Benefit 1D if there is any other takaful/insurance in force covering the loss or if You or the Covered Person are entitled to be indemnify from any other sources, provided that we shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable under such other takaful/insurance or indemnity.

SECTION 2 – CAR RENTAL / ALLOWANCES

If the named Vehicle, after an accident and necessitates repair, We shall reimburse You for the cost of renting a car from a licensed car rental company, subject to the plan covered and as per the limit stated in the Schedule.

OR - At Your option, the above reimbursement may be substituted for car allowance, as per the limit stated in the Schedule.

With additional contribution, extension cover of days for car rental or car allowance are allowed and limit as per stated in the Schedule.

Provided that:

- Repair be carried out at any authorised workshop within seven (7) days from the date of accident.
- We shall not be liable for any expenses incurred by this section unless repair carried out at any authorised workshop exceeds two (2) days and our liability under this section shall apply only to such period in excess of two (2) days.
- Following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional contribution paid.

SECTION 3 – HOTEL ACCOMMODATION REIMBURSEMENT

If the named Vehicle is immobilized due to accident occurring more than 100 km from Your address as stated in the Schedule, We shall reimburse You for the accommodation of hotel room charge up to two (2) days depending on the plan purchased and as per the limit stated in the Schedule.

Provided that:

- The Participant must check in at a lodging located at the nearest town to the site of the accident for the night.
- During such event, the Participant was in the named Vehicle as a driver or passenger.
- Following the settlement of a claim, the benefit under this extension shall terminate unless it is reinstated and a further additional contribution paid.

SECTION 4 – LOSS OF CONTENTS CONSISTING OF PERSONAL ITEMS

Loss or damage of Contents belonging to You whilst contained in the Vehicle as specified in the Schedule caused by or resulting from an accident.

Provided that We shall not be liable for:

- Loss directly or indirectly from:
 - Wilful act or gross negligence or carelessness of the Covered Person;
 - Mysterious disappearance

2. Car fittings and accessories which shall deem to mean the standard tools of a motor vehicle including air-conditioners and spare tyres and inclusive of radio/tape recorder/compact disc player and the like.

Specific conditions under this section:

1. Loss or damaged item must be specified in the police report and proof of purchase must be presented during claim.
2. If the proof of purchase is not available, We reserve the right to reimburse the claim based on new Replacement Value of the loss/damaged item, subject to deduction for betterment & depreciation based on Our assessment and valuation.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We will not pay compensation for:

1. Injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. Injury caused by:
 - a) Suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
 - b) Pregnancy, childbirth, miscarriage or pre-existing physical or mental defect or infirmity;
 - c) The influence of drugs (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction);
 - d) The influence of alcohol;
 - e) The vehicle being used for racing, road rally, pace making, speed testing or use of any purpose in connection with the motor trade;
 - f) the vehicle being used for illegal business pursuit as an unlicensed carrier;
 - g) Terrorism exclude death, disability, loss, damage, destruction, any legal liabilities, cost or expenses including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - i. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - ii. Any act of terrorism including but not limited to the use or threat of force, violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or to put the public or any section of the public in fear;
 - iii. Any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If We alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this takaful, the burden of proving the contrary shall be upon the You.

- h) Accidents happening outside the Territorial Limit.
3. Injury caused directly or indirectly, wholly or partly by:
 - a) Bacterial infections;
 - b) Any other kind of diseases;
 - c) Medical or surgical treatment (except such as may be necessary solely by injury covered by this Certificate and performed within the time provided in the Certificate);
 - d) Or arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and / or any mutant derivatives, variations or treatment thereof however caused.
4. Injury caused to the drivers who does not hold a valid driver's licence to drive the Vehicle or is not qualified for holding or obtaining such a valid driver's licence under the laws and regulations of the Malaysia/Singapore/Brunei Road Transport Ordinances/Acts.
5. Claims at common law for damages obtained by passengers against drivers for the drivers' negligence, recklessness or default anywhere within the Territorial Limit.
6. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Diseases.

GENERAL CONDITIONS

The conditions which appear in the Certificate or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from Us:

- 1. Material Fact**
The Certificate shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
- 2. Notice**
You must advise us in writing as soon as You are aware of any change in the employment, occupation, duties or pursuits of any Covered Person, or any other change which may increase the possibility of a claim under this Certificate. You may be required to pay additional contribution as a result of any such change.
- 3. Discharge**
Your receipt or that of Your legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability.
- 4. Cash Before Cover**
It is fundamental and absolute special condition of this Contract of Takaful that the full Contribution due must be paid and received by Us before the Takaful cover under the Certificate, Endorsement or Renewal, as the case may be, can commence. If this condition is not complied with then this Certificate is automatically null and void.
Subject otherwise to the terms and conditions of this Certificate.
- 5. Interest and Currency**
All payments under this Certificate shall be made in the legal currency of Malaysia.

6. Eligibility

To be eligible under this Takaful, You must be a Malaysian Citizen or a Permanent Resident of Malaysia of at least eighteen (18) years of age and not more than seventy (70) years of age on the Effective Date of Takaful. The Takaful shall be renewed up to the maximum age of seventy five (75) years.

7. Renewal

This Certificate may be renewed from year to year by mutual agreement between the You and Us but in any case shall terminate in respect of any Covered Person at the end of the Period of Takaful attains the age of seventy five (75) years.

8. Cancellation

You may cancel this certificate at any time by written notice. The refund of contribution is based on pro-rata basis. We may cancel your Certificate or any Section(s) of it by providing seven (7) days' notice by recorded delivery letter or registered letter to your last known address. In any event, the return of contribution will depend on how long the cover has been in force and provided no claim has been made during the Period of Takaful.

9. Arbitration

All differences arising out of this Certificate shall be referred to the arbitration of some person to be appointed in writing by both parties, or if they cannot agreed upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party and in the case of disagreement between the Arbitrators, to the decision of an Umpire, who shall have been appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. If We shall disclaim liability to You or Your personal representatives for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have abandoned and shall not thereafter be recoverable hereunder.

10. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Certificate as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Certificate. We will notify You in writing three (3) months prior when terms in this Certificate need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

CLAIMS CONDITIONS

1. Condition Precedent

The payment of claims under this Certificate is dependent upon observance of its terms and conditions by You, and so far as they apply, by the Covered Person or any other claimant.

2. Notification of Accident

You must report in writing to us within thirty (30) days full details of any Injury which may result in a claim under this Certificate.

3. Medical Examination

The Covered Person shall employ the services of a registered Medical Practitioner and shall undergo any treatment such practitioner shall deem necessary. The Covered Person may have to undergo further medical examination required by Us at Our expense.

4. Document

All medical reports, certificates, information and evidence must be provided at Your expense or at the expense of any claimant in the form and nature required. In the event of death of the Covered Person, We shall require sight of the death certificate and may require a post-mortem examination at Our expense.

5. Seating Capacity

In the event that the actual number of Covered Person(s) exceeds the seating capacity stated in the registration card of the named Vehicle, our limit of liability per Covered Person for all section, will be reduced proportionately by the actual number of Covered Person(s) in the named Vehicle.

6. Misrepresentation

You or anyone acting on Your behalf must not make any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under this Certificate.

Participant/Covered Person must read this Certificate thoroughly and if You notice any mistake or misrepresentation found in this Certificate or the Takaful coverage stated is not according to Your requirement, please inform Us immediately and return this Certificate to Us

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:

Honda Malaysia Sdn Bhd
Level 4 CP Tower No. 11 Jalan 16/11
Pusat Dagangan Seksyen 16
46350 Petaling Jaya, Selangor, Malaysia
Telephone Number: +603 7953 2000
Facsimile Number: +603 7652 2440

Or You can contact
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 Oneline: 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 number 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 Our decision to a dispute, or Our 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 Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Us or visit the OFS website at 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 Us 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: bnmtelelink@bnm.gov.my