CERTIFICATE FOR
Takaful *my*Mazda

EXPLANATORY NOTES

How to read this document

Please note that your Takaful myMazda only starts from page 7 onwards. To help you read and understand your certificate better, we provide some explanatory notes together with comments and examples (written in italics). 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 certificate. Please refer to Section F on pages 21 to 24 for the meaning of these words.*

What makes up your Takaful contract?

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

1. *Takaful certificate on pages 7 to 32 (excluding the italic texts);*
2. *the information you provided us when you applied for this Takaful;*
3. *the Schedule;*
4. *the Endorsements attached to the certificate; and*
5. *the Certificate of Takaful (CT).*

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

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System (TIPS) Brochure or contact Takaful Malaysia or PIDM (visit www.pidm.gov.my/en).

Duty of Disclosure

A. Consumer Takaful Contract

Where you have applied for this Takaful wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this Takaful) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of Takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of Takaful in accordance with Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this Takaful) is inaccurate or has changed.

B. Non-Consumer Takaful Contract

Where you have applied for this Takaful for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of Takaful, refusal or reduction of your claim(s), change of term(s) or termination of your contract of Takaful.

You also have a duty to tell us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this Takaful) is inaccurate or has changed.

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

i. declare your certificate void from inception (which means treating it as invalid);
ii. cancel this certificate and return any contribution less any charge (if any) or recover any unpaid contribution;
iii. recover any shortfall in contribution;
iv. not pay any claim that has been or will be made under the certificate; or
v. 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 had. The main types of cover are:

Page	***Basic Cover:***	***Comprehensive***
8 to 10	***Section A: Loss or Damage to Your Own Car***	
8	*1. a. What is Covered (under this section)*	
	(i) accidental collision or overturning	✓
	(ii) collision or overturning caused by mechanical breakdown	✓
	(iii) collision or overturning caused by wear and tear	✓
	(iv) impact damage caused by falling objects subject to certain exclusions	✓
	(v) fire, explosion or lightning	✓
	(vi) breakage of windscreen, windows or sunroof including lamination/tinting film	✓
	(vii) burglary, housebreaking or theft	✓
	(viii) malicious act	✓
	(ix) while in transit (limited cover)	✓
	(x) loss or damage caused by convulsion of nature such as flood, storm and landslip (subject to stated limit)	✓
8 to 9	*1. b. What is not Covered (under this section)*	✓
9 to 10	*2. Basis of Settlement (how we will settle your claim)*	✓
10	*3. Towing Costs (to an Approved Repairer or safe place of storage)*	✓
11	***Section B: Liability to Third Parties***	
11to 12	*1. a. What is Covered (by this section)*	✓
11 to 12	*1. b. What is Not Covered (by this section)*	✓
10	*2. Limits of Our Liability (the maximum that we pay)*	✓
11	*3. Cover for Legal Personal Representatives (in the event of Participant's death)*	✓
11	*4. Maximum Legal Costs (if approved)*	✓
11	*5. Rights of Recovery*	✓
13	***Section C: No Claim Discount***	✓
14 to 16	***Section D: General Exceptions (what is not covered by the certificate)***	✓
16 to 20	***Section E: Conditions (terms that you must comply with)***	✓
20 to 24	***Section F: Definitions (explains the words in bold)***	✓
25 to 26	***Section G: Benefits (applicable to comprehensive private car)***	✓
26 to 32	***Section H: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional contribution)***	✓

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:

i. *Section A 1b – see 'What is Not Covered' (pages 8 and 9): applicable to Comprehensive certificate only.*
ii. *Section B 1b – see 'What is Not Covered' (pages 11 to 12): applicable to Comprehensive certificates.*
iii. *Section D – see 'General Exceptions' (pages 14 to 16): applicable to Comprehensive 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 an 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:*
   i. *flood, storm {see Section A1b – 'What is not Covered" (page 8)};*
   ii. *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 15)}; and*
   iii. *use outside Malaysia, Singapore or Negara Brunei Darussalam {see Section D – 'General Exception 6' (page 14)}.*

2. *There are other risks which are not covered by the basic 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:*
   i. *carriage of goods must be covered under a Commercial Vehicle Certificate; and*
   ii. *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 15) such as:*
   i. *war, nuclear fission or fusion;*
   ii. *risks that are against the government/public policy or against the law; and*
   iii. *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:

i. *to visit relatives and friends, for shopping etc.; and*
ii. *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:

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

Who can drive your car?

1. *Practically anyone can drive your car as long as the driver:*
   a) *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 14)};*
   b) *has your permission to drive (see definition of Authorised Driver on page 21); and*
   c) *complies with all the terms and conditions of this certificate.*

2. *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 Negara Brunei Darussalam in accordance with the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car Certificate, you will need to obtain Endorsement C100 (see page 30), 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 on the Certificate Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

How much should you cover your car for under a Comprehensive Certificate?

To be safe, you should cover your car at its current market value (see definition on page 23). 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' on page 10).

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

$$\frac{\text{Sum Covered}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM80,000}}{\text{RM100,000}} \times \text{RM5,000} = \textbf{RM4,000}$$

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 Your Takaful Operator.

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 the NCD applied is specifically mentioned in the certificate.

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

What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Certificate Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement C001 or C002 in your certificate.

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

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

1) Do:

i. *Call **Our 24/7 Tele Bantuan Services** nationwide Takaful road accident Helpline number **1800-888-788** should you need immediate road assistance or tow service in the event of a road accident, or wish to make an enquiry on claims procedure;*
ii. *inform us as soon as possible about any incident which may give rise to a claim;*
iii. *report all accidents to the police within twenty-four (24) hours as required by law;*
iv. *immediately submit to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
v. *move your car to an Approved Repairer for repairs or windscreen repairs or replacement;*
vi. *fully complete the relevant sections of your claim form – do not put "refer to police report"; and*
vii. *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 claim the excess that you had paid from the Takaful operator/ Insurer of the third party.*

2) Don't:

i. *negotiate, admit or repudiate any claim without our consent (see Condition 2 on page 17 to 18); and*
ii. *authorise repair without our consent (see Condition 2f on page 17).*

Condition 2 of your certificate (see page 16 to 20) spells out the do's and the don'ts after an accident or theft in more detail.

PRIVATE CAR CERTIFICATE

The Takaful Agreement

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

The **Participant** agrees that any distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participants based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as a performance incentive based on **Ju'alah**. If the **GTF** is in deficit, the **Participant** agrees to accept an interest-free loan which will be provided by **Us** to the **GTF** based on **Qard**.

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:

i. the payment of contribution as specified in the **Takaful Schedule** to the **GTF** under the principle of **Tabarru'** to help other participants in the event as defined in this **Certificate**;
ii. the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**); and

any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this **Takaful**) and the time this **Certificate** is entered into. The answers and any other disclosures given by **You** shall form part of this **Certificate of Takaful** between **You** and **Us**. However, in the event of any pre-certificate misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

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

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

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

Non-Consumer Takaful Contract

This **Certificate** is issued pursuant to:

i. the payment of contribution as specified in the **Takaful Schedule** to the **GTF** under the principle of **Tabarru'** to help other participants and **Our** responsibility to manage the **GTF** on behalf of the participants under the principle of **Wakalah**;
ii. the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**); and

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

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

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

Section A: Loss or Damage to Your Own Car

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

1a: What Is Covered?		***1b: What Is Not Covered?***
		The events which are not covered are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.
You will be indemnified if **Your Car** is lost or damaged during the **Period of Takaful** arising from the following **Incidents**: (i) accidental collision or overturning; (ii) collision or overturning caused by mechanical breakdown; (iii) collision or overturning caused by wear and tear; (iv) impact damage caused by falling objects provided no convulsions of nature is involved; (v) fire, explosion or lightning; *(vi)* breakage of windscreen, windows or sunroof including lamination/tinting film, if any; *However, **Your** no claim discount would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already obtained **Endorsement C089**.* (vii) burglary, housebreaking or theft; (viii) malicious act; (ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by: a. road; b. rail; c. inland waterway i.e. across a river or canal etc.; or d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland; or (x) loss or damage caused by any form of convulsions of nature such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature where claim amount is limited only to RM10,000 or 20% of Certificate Sum Covered, whichever is the lower.		***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. *For an additional contribution, **Your Certificate** can be extended to cover an agreed payment per day for an agreed duration (**Endorsement C112**).* ***(iii) Depreciation*** The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and/or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion. ***(iv) Breakdown or Malfunction of Parts*** Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**. ***(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.

		(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** have assessed 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:

i. 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;
ii. pay **You** in cash the total amount that **We** estimate it would cost to repair **Your Car**; or
iii. 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 substantial 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 **W**e 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 the **Market Value** by more than ten percent (10%), **We** would also have the option to offer a settlement value which is equal to the cost of acquiring a replacement 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:

i. the last known spare 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 including the cost of air freight); and
ii. the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

d. The Maximum Amount will Be Paid To You

If **Your Car** is BER or stolen and not recovered, the amount payable under the **Certificate** will be paid based on 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 19 and 20 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 a part of the loss in proportion to the difference between the **Market Value** and the **Sum Covered** as shown in the formula below:

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

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

f. Betterment

If new original parts are used to repair **Your 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 10	0
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

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 without any limit 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 B explains what is covered and not covered under ***Your Certificate****.*

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 (1) claim, or series of claims arising from one **Incident**, in any one (1) **Period of Takaful**:

(i) unlimited amount for death or bodily injury to third party; and/or

(ii) up to a maximum of Ringgit Malaysia Three Million (RM 3 Million) for third party property damage.

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

3: Cover for Legal Personal Representatives

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

1b: What is Not Covered?

These exceptions are specific to Section B and are in addition to the General 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 **Your** or **Your Authorised Driver's Household**;

(iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he/she is required to be carried in or on **Your Car** by reason of or in pursuance of his/her 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.*

4: 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 Ringgit Malaysia Two Thousand (RM2,000.00) 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.

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 C100**. If **You** have covered such liability, **You** will need to refer to the full text of **Endorsement C100: Legal Liability to Passengers** as to what this **Endorsement** covers or excludes and the applicable conditions.*

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

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

(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

(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 C 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 twelve (12) months and **You** or anyone else did not make any claim under this **Certificate** during **Period of Takaful**, a NCD will be applied at each period of 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 if a claim is made if:

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

4. Your NCD is not Transferable

The NCD is personal to **You** which means that if **You** were to sell **Your 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 D 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 8 to 9) and B1b (see pages 10 to 11).*

1. ***Unlicensed Drivers***
   We shall not be deemed to provide cover nor pay any claim or benefit as contained 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***
   We shall not be deemed to provide cover nor pay any claim or benefit as contained 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 unfit to drive or 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 obtain benefits 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***
   We shall not be deemed to provide cover nor pay any claim or benefit as contained under this **Certificate** if **You** or **Your Authorised Driver** use **Your Car** for an unlawful purpose or attempt to use it for an unlawful purpose i.e. in violation of the criminal law or any recognised law of the country where **Your Car** was being used.

5. ***Use for Racing etc.***
   We shall not be deemed to provide cover nor pay any claim or benefit as contained under this **Certificate** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:
   i. to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
   ii. on any racetrack.

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

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

7. Failure to take Precaution

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

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

The 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

We shall not be deemed to provide cover nor pay any claim or benefit as contained under this **Certificate** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

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

9. Nuclear Risk

We shall not be deemed to provide cover nor pay any claim or benefit as contained 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

We shall not be deemed to provide cover nor pay any claim or benefit as contained under this **Certificate** (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. The limit will be as stated in the **Schedule**.

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

11. Contractual Liability

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

12. Unauthorised Driver

Any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Car**, in respect of which indemnity is provided by this **Certificate**, is being driven by any person other than an **Authorised Driver** or person driving on **Your** order or with **Your** permission.

13. Communicable Disease Exclusion

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

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

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

13.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

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

Section E: Conditions – these apply to the whole Certificate

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

- *What **You** must do;*
- *What **You** must not do; and*
- *What **We** can do.*

Conditions Precedent to Certificate Liability

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

1. Duty of Disclosure

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

A. Consumer Takaful Contract

Where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this **Takaful**) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful** in accordance with Schedule 9 of the Islamic Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.

B. Non-Consumer Takaful Contract

Where **You** have applied for this **Takaful** for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of 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 Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.

2. Accidents and Claims Procedures

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

a. Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:
   i. Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
   ii. Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.

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

b. Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.

c. Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

   A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.

d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.

e. Send **Your Car** to any of 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:

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

We will decide whether to negotiate, defend or settle, in **Your** name, **Your Authorised 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 Ringgit Malaysia Three Million (RM3 million), the full amount of **Our** liability will be paid to **You** or the third party and hand over the further conduct of any defence, settlement or proceeding to **You** completely. After doing so **We** will not be liable under this **Certificate** to make any more payments to **You** or any claimant or any other person arising from the same **Incident**.

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

3. Cancellation

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

a. Cancellation by **You**:

i. **You** can cancel this **Certificate** at any time by returning the **Certificate of Takaful (CT)** to **Us**, or, if the **CT** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
ii. After returning the **CT** or SD, **You** will be entitled to a refund of the contribution (**Wakalah** fee and **Tabarru'** portion) for the unexpired period calculated on a pro-rata basis from the date of receipt by **Us** of the **CT** or SD in the event that the **Certificate** is lost or destroyed or not received by **You.**
iii. The **Certificate** will automatically lapse once **You** sell or dispose off **Your Car** because **Your** permissible Takaful interest in the **Car** will cease. If **You** want to transfer the **Certificate** to the new buyer, **You** have to get **Our** prior consent.

b. Cancellation by **Us**:

i. **We** may also cancel this **Certificate** by giving **You** fourteen (14) days notice in writing by registered post to **Your** last known address in **Our** records.
ii. After returning the **CT** or SD, **You** will be entitled to a refund of contribution (**Wakalah** fee and **Tabarru'** portion) for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CT** or SD from **You** to the expiry date of the **Certificate**.

There will be no 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

i. **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**.
ii. If a claim arises under this **Certificate** and such a loss is also claimable under the other **Takaful** certificate(s)/Insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-Takaful operators/co-insurers who is/are also liable for the loss.

5. Subrogation

We reserve the right to undertake in **Your** name and **Your** behalf:

i. the full conduct, control and settlement of any proceedings; and
ii. recover compensation or secure indemnity from any third party in respect of anything covered by this **Certificate**;

at **Our** own expense and benefit.

6. Dispute Resolution

If there are differences or disputes on any matters relating to this **Certificate** involving amounts exceeding Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000.00), 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 (1) month of being required to do so, then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Asian International Arbitration Centre (AIAC) shall appoint an Umpire.

If the disputed sum is less than Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000.00), **You** may refer the matter either to the **Financial Markets Ombudsman Service (FMOS)** or to BNM Laman Informasi Nasihat dan Khidmat (BNMLINK), Bank Negara Malaysia (BNM) to resolve the dispute.

7. Other Matters

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

a. Comply with all the terms and conditions of this **Certificate**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek protection under this **Certificate**;
b. Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
c. Take reasonable care to avoid any situation that could result in a claim. This **Certificate** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
d. Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

8. Reference to Motor Vehicle Market Valuation System (Endorsement C113)

This refers to the motor vehicle **Market Valuation System** approved by **Us** to determine the **Sum Covered** of **Your Car** at the time **You** obtain/renewed this **Certificate** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Car** would be determined by the ISM Automotive Business Intelligence System and this value would be accepted as the cost of acquiring a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the ISM Automotive Business Intelligence System for **Your Car**, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the ISM Automotive Business Intelligence System or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

9. Termination of This Certificate

This **Certificate** shall automatically terminate upon occurrence of any of the following:

a) upon cancellation of this **Certificate** by **You**;
b) upon cancellation of this **Certificate** by **Us**;
c) when there is fraud or misrepresentation of material fact during application;
d) when We made the claim settlement for **Your Car** due to BER or stolen;
e) when the **Certificate** expires at the end of **Period of Takaful**; or
f) upon cancellation due to Non-Shariah Compliance as per Additional Condition 1.

If the termination is due to (a) and (b), please refer to "Condition 3 – Cancellation" for Contribution (**Wakalah** fee and **Tabarru'** portion) refund. If the termination is due to (c) and (f), **We** will refund to **You** the contribution in full, subject to no claim. If the termination is due to (d) and (e), **We** will not refund to **You** the contribution.

Any contribution receipt by **Us** after the termination of this **Certificate** will not create any liability to **Us** but **We** will refund such contribution to **You** without profit.

10. Benefits

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

11. Customer Service Charter

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

12. Legal Proceeding Clause

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Certificate**. If the person covered shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Certificate**, the person covered may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the **Certificate** terms and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of **Us**. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss.

Section F: Definitions of words highlighted in the Certificate

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

In this **Certificate**, where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

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. **Approved Repairer**

   This refers to any of the following:

   1. motor repair workshops which are on **Our** panel of approved workshops;
      a. **We** will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
      b. Where there are no panel of approved workshops at any nearby locations in the event of an Incident, **We** may at **Our** discretion choose to either:
         i) assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
         ii) allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **Us**.

   or

   2. 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:
      a. no **Approved Repairer** described in (a) 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 that is registered with JPJ;
      b. repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
      c. franchise repairers.

5. **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.

6. 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**.

7. Certificate

Refers to this **Certificate** wording, **Schedule**, **Endorsements** and any amendments to it, issued by **Us**.

8. Certificate of Takaful or CT

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.

9. 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".

10. Criminal Breach of Trust

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

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

11. Endorsement

This refers to a written document of any alteration, amendments, changes or extensions of the coverage to this **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. Financial Markets Ombudsman Service (FMOS)

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.

14. General Takaful Fund or GTF

This refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru'** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.

15. Hibah

This refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**. A portion of the distributable surplus which is credited into the **GTF** will be distributed to eligible participants in the form of cash back based on **Hibah**.

16. 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.

17. Incident

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

18. Ju'alah

This refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for **Our** achievement in managing the **GTF** which results in the surplus.

19. Limitations as to Use

According to **Your Certificate of Takaful**, **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".

20. Market Value

This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** obtained this **Certificate**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Covered** then the **Market Value** would be based on that valuation system as described in clause 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**.

21. Market Valuation System

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

22. Minimum Contribution

The minimal contribution is described in the **Schedule**.

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 actual time on inception date of the Takaful **Certificate** or from when **You** and **We** agree that cover should commence.

24. Qard

This refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.

25. Road

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

26. 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**.

27. 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.

28. Tabarru'

This refers to a donation for charitable purposes. Under this **Certificate, You** donate a portion of the Contribution to the **GTF** based on **Tabarru'** to help other participants. **Tabarru'** takes into effect when **You** contribute to the **GTF**.

29. Takaful

This refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru'** into a common fund to provide financial assistance payable to the participant, person covered or beneficiary on the ooccurrence of pre-defined events.

30. Wakalah

This refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

31. We, Our, Us, Takaful Malaysia

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

32. You, Your, Yourself

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

SECTION G: BENEFITS (Applicable only to comprehensive private car)

Unlimited Towing Costs (Non-Tariff)

We agree to extend Section A.3: Towing Costs to cover unlimited towing services in respect of any single towing trip from the location of the accident or breakdown to **Our** Approved **Repairer** of choice or a safe place of storage of **Your** choice Peninsular Malaysia and up to 1000km in East Malaysia while awaiting repair or disposal. Cost of parts, toll charges and levy fee charged by Customs for cross border towing are excluded.

In the event of **Your** vehicle breakdown and the cost incurred is only for such towing services, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

Motor Personal Accident Coverage

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

1. **Personal Accident Cover for Driver & Passengers**

   A. Benefits

   Each driver and/or passenger(s) of **Your Car** will be entitled to an additional accidental death and permanent disablement benefits of RM100,000 per vehicle in one lump sum.

   B. Conditions for Benefits Payment

   The eligible person covered is driving or travelling as a passenger boarding or alighting from **Your Car** shall sustain injuries which directly and independently of all other causes resulted in death or permanent disablement within twelve (12) months from the date of the accident.

   (i) Person covered means the driver and/or passenger(s) of **Your Car**.

   (ii) Permanent disablement means total loss by severance or total and permanent loss of use of the following conditions:

   (a) Total paralysis
   (b) Loss of two limbs
   (c) Loss of both hands or of all fingers and both thumbs
   (d) Total loss of sight of both eyes

   Such condition must continue uninterrupted for a period of six (6) months and verified by **Our** appointed medical practitioner to be beyond hope of recovery.

   C. Territorial Limit

   Malaysia

   D. Exclusions

   No benefit will be payable under any of the following circumstances:

   (i) suicide or attempted suicide, provoked homicide or assault;
   (ii) if the person covered does not hold a valid driving licence to drive **Your Car** or is not qualified for holding or obtaining such a valid driving licence under the regulations of the Malaysia Road Transport Act;
   (iii) while **Your Car** is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with motor trade;
   (iv) whilst the driver of **Your Car** is under the influence of intoxicating liquor or drugs;
   (v) wilful, criminal, illegal or intentional acts, or neglect.

E. Special Provision
If the number of person covered at the time of the occurrence exceeds the number stated as the seating capacity in the Vehicle Registration Card, Our limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers.

Total Loss or Theft Allowance (Non-Tariff)

We will pay **You** an amount equivalent to ten percent (10%) of the **Sum Covered** subject to the maximum amount of RM5,000 in the event of a total loss or theft claim to **Your** vehicle subject to the condition that the motor claim(s) made under Section A of this **Certificate** for total loss or theft has been fully paid by **Us.**

Conditions:
If any claim is paid under this **Benefit**, no reinstatement of coverage is allowed.

Accident Inconvenience Allowance

We will pay **You** an allowance of Ringgit Malaysia Two Hundred (RM200) per day for the repair period recommended by **Our Adjuster** up to a maximum of five (5) days in the event an own damage and own damage knock-for-knock claim is made under this **Certificate**, subject to the following conditions:
(a) **Your Car** undergoes the necessary repair at **Our** approved **Repairer**;
(b) **We** will not pay any inconvenience allowance for repair work conducted due to accident, without the recommendation of **Our Adjuster**;
(c) **We** will not pay any amount which exceeds the repair period recommended by **Our Adjuster** even if the actual repair work takes a longer period to complete. If the repair work is completed sooner than expected, **We** will only pay **You** the actual number of days required to complete the repair work;
(d) The inconvenience allowance will not be paid if **You** are provided with a courtesy vehicle by **Our** approved **Repairer** during the repair period;
(e) The inconvenience allowance will not be paid for any repair or replacement of windscreen or window(s) or for a total loss or theft.

Note: Please refer to the four (4) mandatory criteria of a knock for knock claim stated under Section C(3). The cover is limited to one (1) occurrence in each **Period of Takaful** and reinstatement of this cover is not allowed.

Conditions:
If any claim is paid under this **Benefit**, no reinstatement of coverage is allowed.

Waiver of Betterment for vehicle age up to ten (10) years (Non-Tariff)

We agree to waive all claim related Betterment costs as mentioned under Section A2. Basis of Settlement (f) provided always that the age of **Your Car** is not more than ten (10) years at the time of accident**.**

No Compulsory Excess in the event of a claim by all drivers

We agree to waive compulsory excess in the event of a claim by all driver of **Your Car** at the time of accident.

Repair Warranty

The repairer shall allow the participant to lodge any complaint with regards to the repairs carried out by the repairer within twelve (12) months from the date of delivery of the vehicle (herein referred to as the "repair warranty period") and if so required by the participant to rectify the same, the costs and expenses shall be borne by the repairer. For this product, the repair warranty period is twelve (12) months, starting from the date of delivery of the vehicle.

Section H: Endorsements – applicable only if the Endorsement number is printed in the Schedule

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

Endorsement C001: Excess All Claims *(please see page 6 for explanation and page 22 for definition)*

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

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

Endorsement C002: Excess Damage Claim *(please see page 6 for explanation and page 22 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 C015: Hire Purchase/Hire Financing

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

Endorsement C15A: 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**.

Endorsement C025: Strike, Riot and Civil Commotion

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

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

This **Endorsement** does not cover:

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

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

Endorsement C057: Inclusion of Special Perils

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

Endorsement C072: Legal Liability of Passengers for Negligent Acts

In consideration of the additional contribution that **You** paid **Us** for this endorsement, **We** agree that 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 which cover legal liability as provided under this endorsement; and
c. complies with all the terms and conditions of this Certificate as though he as **You**.

This **Endorsement** does not cover:

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

Endorsement C087: Agreed Value Clause

The Agreed Value shown in the **Schedule** is the maximum amount that will be paid for **Your Car**, less any **Excess** (if applicable) if **Your Car** is stolen or totally destroyed.
This endorsement is applicable for vehicles age 15 years and below from the date of manufacture.

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

Endorsement C089: Cover for Windscreens, Windows and Sunroof

Pursuant to the additional contribution that **You** paid, the Takaful provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination/tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that will be paid under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement C089**'.

If **Your** claim is for the damaged glass only and no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement. If the damaged glass is replaced, the cover provided by this **Endorsement** comes to an end as soon as the glass is replaced. If **You** wish to enjoy continued coverage **You** must take a new **Endorsement** cover and pay the additional contribution to **Us**.

Alternatively, if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit **You** must pay the additional contribution to **Us**. **We** have the final say on whether to repair or to replace the damaged glass.

Endorsement C095: Leasing Agreement

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

Endorsement C097: Separate Cover for Accessories fixed to Your Car

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

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

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

Endorsement C97A: Gas Conversion Kit and Tank

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

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

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

Endorsement C100: Legal Liability to Passengers

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

a. death or bodily injury to any passenger being carried for hire or reward;

b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

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

d. liability to any person who is a member of **Your** and/or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he/she is required to be carried in or on **Your Car** by reason of or in pursuance of his/her 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 C101: Extension of Cover to the Kingdom of Thailand

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

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

Endorsement C102: Extension of Cover to Kalimantan

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

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

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

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

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

TPPD limits of Liability

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

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

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 CADR: All Drivers

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the motor vehicle or has been permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving that motor vehicle.

Endorsement C202: Key Replacement

Pursuant to the additional contribution that **You** paid, **We** agree that if the key of **Your car** is stolen or lost during the **Period of Takaful**, **We** will reimburse 80% of the cost of replacing the key up to a maximum amount as stated in the **Schedule**. This cover is limited to one claim in each **Period of Takaful**. Provided that a copy of the police report on the **Incident** and original receipts for the expenses incurred is submitted to **Us**.

Endorsement C207: Top Up for Full Inclusion of Special Perils

In consideration of an additional Contribution that **You** paid **Us** for this endorsement, notwithstanding anything to the contrary in Section A1(x), **We** agree that the Takaful provided under Section A of this **Certificate** will provide cover up to the **Sum Covered** specified in **Your Schedule** for 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.

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

ADDITIONAL CONDITIONS

1. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE

It is hereby agreed and declared that this **Certificate** will not cover and is not intended to cover business, property, materials, stock, cash or any other financial instrument (collectively "Property") and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such Property if at any time after the inception of the **Certificate We** shall find such Property to be not Shariah compliant. In any such case, **We** shall *reserve the right* to cancel this **Certificate** and refund any contribution received in respect thereof.

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

2. DISTRIBUTION OF SURPLUS

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

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

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

3. WAKALAH FEE

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

4. TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to **You** resulting from refund/surrender/maturity/ termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is

Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), **We** will donate to charity.

5. SANCTIONS EXCLUSION CLAUSE

We shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

We may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this **Certificate**, including but not limited to, making or receiving any payments under this **Certificate**.

6. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If **We** discover, or have justified suspicion, that the **Certificate** is exploited for money laundering activities or to finance terrorism, **We** reserve the right to terminate the **Certificate** immediately. **We** shall deal with all contributions paid and all Benefits or sums payable in respect of the **Certificate** in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

7. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

You may make inquiries or request for access to or correction of **Your** Personal Data or limit the processing of **Your** Personal Data at any time hereafter by submitting such request to **Us** via email to csu@takaful-malaysia.com.my. **We** will retain **Your** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

You have expressly acknowledged and consent to **Your** Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

8. MANAGEMENT OF FUND

Pursuant to the authorization given to **Us** by **You** and the rest of the participants, **We** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. **We** have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

9. DEFICIENCY & LOSS RECTIFICATION

If the **GTF** is in deficit, **We** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. **We** may waive **Our** rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to our mismanagement or negligence, **We** will make an outright transfer to rectify the deficit or loss.

10. NOTICE

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

ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

1. ENQUIRIES /COMPLAINTS HANDLING

If **You** have any enquiry or complaint pertaining to any matter related to **Your Certificate**, **You** may refer to **Our** Customer Service Unit (CSU) at:

Customer Service Unit (CSU)
Syarikat Takaful Malaysia Am Berhad [Registration No.: 201701032316 (1246486-D)],
27th Floor, Annexe Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
P.O. Box 11483,
50746 Kuala Lumpur.
Tel: 1-300 88 252 385
Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: www.takaful-malaysia.com.my/en

2. AVENUE OF CLAIM APPEAL

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300-88-252-385 or email **Us** at csu@takaful-malaysia.com.my and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us.**

In the event that **You** are not satisfied with the final decision with regard to **You**r appeal, **You** may refer the case either to the **Financial Markets Ombudsman Service (FMOS)** or to BNM Laman Informasi Nasihat dan Khidmat (BNMLINK), Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

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

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