

# **CERTIFICATE FOR**

## **Takaful *myMotor* - Private Car (Third Party)**

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## EXPLANATORY NOTES

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

*Please note that your Private Car Third Party Certificate 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 italic). These are not meant to be part of your certificate and should not be used to interpret your Takaful contract in the event of any dispute.*

### **Words in bold**

*You will notice that some words in the certificate are printed in **bold** letters. This is because they have been given specific meaning in your Private Car Third Party Certificate. Please refer to Section F on pages 16 to 18 for the meaning of these words.*

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

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

- i. *Takaful certificate on pages 7 to 21 (excluding the italic texts);*
- ii. *the information you provided us when you applied for this takaful;*
- iii. *the Schedule;*
- iv. *the Endorsements attached to the certificate; and*
- v. *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](http://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:

| <b>Page</b> | <b>Basic Cover:</b>   | <b>Comprehensive</b> | <b>Third Party, Fire and Theft</b> | <b>Third Party Only</b> |
|-------------|---|----------------------|------------------------------------|-------------------------|
| 8           | <b>Section A: Loss or Damage to Your Own Car</b>  |                      |                                    |                         |
| 8           | 1. a. What is Covered (under this section)  |                      |                                    |                         |
|             | (i) accidental collision or overturning   | ✓                    | X                                  | X                       |
|             | (ii) collision or overturning caused by mechanical breakdown  | ✓                    | X                                  | X                       |
|             | (iii) collision or overturning caused by wear and tear  | ✓                    | X                                  | X                       |
|             | (iv) impact damage caused by falling objects subject to certain exclusions  | ✓                    | X                                  | X                       |
|             | (v) fire, explosion or lightning  | ✓                    | ✓                                  | X                       |
|             | (vi) breakage of windscreen, windows or sunroof including lamination/tinting film   | ✓                    | X                                  | X                       |
|             | (vii) burglary, housebreaking or theft  | ✓                    | ✓                                  | X                       |
|             | (viii) malicious act  | ✓                    | X                                  | X                       |
|             | (ix) while in transit (limited cover)   | ✓                    | X                                  | X                       |
| 8           | 1. b. What is not Covered (under this section)  | ✓                    | ✓                                  | X                       |
| 8           | 2. Basis of Settlement (how we will settle your claim)  | ✓                    | ✓                                  | X                       |
| 8           | 3. Towing Costs (to a repairer or safe place)   | ✓                    | ✓                                  | X                       |
| 8 to 10     | <b>Section B: Liability to Third Parties</b>  |                      |                                    |                         |
| 8 to 9      | 1. a. What is Covered (by this section)   | ✓                    | ✓                                  | ✓                       |
| 8 to 10     | 1. b. What is Not Covered (by this section)   | ✓                    | ✓                                  | ✓                       |
| 8           | 2. Limits of Our Liability (the maximum that we pay)  | ✓                    | ✓                                  | ✓                       |
| 9           | 3. Cover for Legal Personal Representatives (in the event of Participant's death)   | ✓                    | ✓                                  | ✓                       |
| 9           | 4. Maximum Legal Costs (if approved)  | ✓                    | ✓                                  | ✓                       |
| 9           | 5. Rights of Recovery   | ✓                    | ✓                                  | ✓                       |
| 10          | <b>Section C: No Claim Discount</b>   | ✓                    | ✓                                  | ✓                       |
| 11 to 12    | <b>Section D: General Exceptions (what is not covered by the certificate)</b>   | ✓                    | ✓                                  | ✓                       |
| 13 to 16    | <b>Section E: Conditions (terms that you must comply with)</b>  | ✓                    | ✓                                  | ✓                       |
| 16 to 18    | <b>Section F: Definitions (explains the words in bold)</b>  | ✓                    | ✓                                  | ✓                       |
| 18          | <b>Section G: Complimentary Personal Accident Cover for Driver and Passengers</b>   | ✓                    | X                                  | X                       |
| 18 to 21    | <b>Section H: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional contribution)</b> | Optional             | Optional                           | Optional                |

Key: ✓ = applicable X = not applicable

## What this certificate does not cover?

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

- i. Section B 1b – see 'What is Not Covered' (pages 8 to 10): applicable to Third Party Only certificates.
- ii. Section D – see 'General Exceptions' (pages 11 to 12): applicable to Third Party Only certificates.

There are generally three reasons why we put these exceptions in your basic Private Car Third Party Certificate:

1. Cover is not provided for the exceptions. You have to pay additional contribution if you want to cover any of these exceptions. An example of the exceptions which is not covered by your basic Private Car Third Party Certificate but which may be covered if you pay additional contribution is:
  - i. use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 5' (page 11)}.
2. There are other risks which are not covered by the basic Private Car Third Party 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 Third Party 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 11 to 12) 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 Third Party 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. You must participate in a commercial vehicle certificate to 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?

- i. Practically anyone can drive your car as long as the driver;
- ii. 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 11)};
- iii. has your permission to drive (see definition of Authorised Driver in page 16); and
- iv. complies with all the terms and conditions of this certificate.
- v. If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.

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

*This takaful you have participated only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. This territorial limitation may be specially extended only upon your request and accepted by Us, and confirmed by way of endorsement to this Certificate.*

*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 Third Party Certificate, you will need to obtain Endorsement C100 (see page 20), which provides a limited cover for your liability for death or bodily injury of passengers.*

## **When is your cover effective?**

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

## **What is No Claim Discount ("NCD")?**

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

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

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

### **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 if you are involved in an accident with another road user or property or where a third party is injured and the event may give rise to a claim;
- iii. report all accidents to the police within 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; and
- vi. fully complete the relevant sections of your claim form – do not put "refer to police report".

### **2. Don't:**

- i. negotiate, admit or repudiate any claim without our consent (see Condition 2 on pages 13 to 14);

*Condition 2 of your certificate (see pages 13 to 14) spells out the do's and the don'ts after an accident in more detail.*

## PRIVATE CAR THIRD PARTY CERTIFICATE

### The Takaful Agreement

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

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

- A. Where **Your 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 **General Takaful Fund (GTF)** under the principle of **Tabarru'** to help other participants in the event as defined in this **Certificate**;
- ii. the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**); and

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

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

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

- B. Where **Your 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 **General Takaful Fund (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. and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**); and

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

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

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

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

*As the coverage provided under this certificate is Third Party only, Section A is not applicable to you.*

**Section A provides the details under the following headings:**

**1a: Events We Cover**

**1b: Events We Do Not Cover**

**2: Basis of Settlement (Applicable to Comprehensive Certificate Only)**

**3: Towing costs**

### **Section B: Liability to Third Parties**

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

| <b>1a: What is Covered?</b>   | <b>1b: What is Not Covered?</b>  |
|---|--|
| <p><b>You</b> and/or <b>Your Authorised Driver</b> will be indemnified for the amount which <b>You</b> and/or <b>Your Authorised Driver</b> are legally liable to pay any third party (including third party's costs and expenses) for:</p> <ul style="list-style-type: none"> <li>(i) death or bodily injury to any person except those specifically excluded under this <b>Certificate</b>; and/or</li> <li>(ii) damage to property except those specifically excluded under this <b>Certificate</b></li> </ul> <p>as a result of an <b>Incident</b> arising out of the use of <b>Your Car</b> on a <b>Road</b>. This cover is extended to <b>Your Authorised Driver</b> provided <b>Your Authorised Driver</b> also complies with all the terms and conditions of this <b>Certificate</b>.</p> <p><b>2: Limits of Our Liability</b></p> <p>The following will be paid for any one claim, or series of claims arising from one <b>Incident</b>, in any one <b>Period of Takaful</b>:</p> <ul style="list-style-type: none"> <li>(i) unlimited amount for death or bodily injury to third party; and/or</li> <li>(ii) up to a maximum of RM3 million for third party property damage.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>For an additional contribution, the limits of liability for third party property damage can be extended up to RM20 million (<b>Endorsement C105</b>).</i></p> </div> | <p>These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this <b>Certificate</b> and any other applicable <b>Endorsement</b>. <b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>(i) death or bodily injury to any passenger being carried for hire or reward;</li> <li>(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 <b>You</b> or by <b>Your Authorised Driver</b>;</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Under the Road Transport Act 1987, this <b>Certificate</b> 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.</i></p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>In the course of employment</b> – Any person who is injured/dies (whether as passenger or otherwise) while on the job and is in or on the said <b>Car</b> as part of his/her employment e.g. car wash worker, mechanic etc.</p> </div> |

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

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

### **4: 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 RM2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and provided that **Our** prior written consent had been secured.

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

### **5: Rights of Recovery**

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

- (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.

#### **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

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

### **Section C: No Claim Discount**

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

#### **1. No Claim Discount (NCD)**

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

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

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

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

#### **3. Exception to this Rule**

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

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

#### **4. Your NCD is not Transferable**

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

#### **5. Non-utilisation of NCD**

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Certificate** will be reversed in accordance with the scale set out in the table in clause C1 above.

**Section D: General Exceptions – these apply to the whole Certificate**

This section lists down circumstances under which this **Certificate** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Section B1b (see pages 8 to 10).

**1. Unlicensed Drivers**

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

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

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

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

**3. Unlawful Purpose**

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

**4. Use for Racing etc.**

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

- to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
- on any racetrack.

**5. Use Outside Malaysia**

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

*For an additional contribution, **Your Certificate** can be extended to cover the use of **Your Car** in Thailand or Kalimantan only if **You** obtain the prescribed extension cover (**Endorsements C101A and C102**).*

**6. War Risk**

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

- 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
- strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

**7. Nuclear Risk**

There is no cover under this **Certificate** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- d. the use, handling or transportation of radioactive material.

**8. 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.

**9. 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.

**10. Communicable Disease Exclusion**

10.1 Notwithstanding any provision, clause or term to the contrary within this **Certificate** and/or any **Endorsement** thereof, **Certificate** excludes any loss, damage, liability, claim, cost, expense or other sum of whatsoever nature, directly or indirectly caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

10.2 As used herein:

10.2.1 "Communicable Disease" means any infectious, communicable or contagious disease, or any mutation or variation thereof, which can be transmitted by means of any substance or agent from any organism to another organism including, but not limited to, where:

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

10.2.1.2 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.

10.2.2 "caused by" means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

**Section E: Conditions – these apply to the whole Certificate**

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

- i. *What **You** must do;*
- ii. *What **You** must not do;*
- iii. *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.

**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 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 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 address known to **Us**.
  - ii. After returning the **CT** or **SD** **You** will be entitled to a refund of contribution for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CT** or **SD** from **You** to the expiry date of the **Certificate**.

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

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

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

**5. Subrogation**

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

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

**6. Dispute Resolution**

If the disputed sum is less than RM10,000, **You** may refer the matter to the **Financial Markets Ombudsman Service (FMOS)** 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. 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 the Certificate expires at the end of Period of Takaful; or
- e) 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 (e), **We** will refund to **You** the Contribution (**Wakalah** fee and Tabarru' portion) in full, subject to no claims. If the termination is due to (d), **We** will not refund to **You** the Contribution.

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

**9. Benefits**

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

**10. Customer Service Charter**

You may visit **Our** website to know more about **Our** [Customer Service Charter](#).

#### 11. Legal Proceeding Clause

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

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

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

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

##### 1. 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.

##### 2. 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.

##### 3. 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.

##### 4. 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**.

**5. Certificate**

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

**6. Certificate of Takaful**

This **Certificate** is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Certificate** is issued.

**7. Endorsement**

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

**8. 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.

**9. 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.

**10. 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**.

**11. 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.

**12. Incident**

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

**13. 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.

**14. Limitations as to Use**

According to **Your Certificate of Takaful (CT)**, **Your Car** can only be used for "Social, domestic and pleasure purposes and for the Participant's business". The **CT** also states that "The **Certificate** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

**15. Minimum Contribution**

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

**16. 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.

**17. Period of Takaful**

The period shown in the **Schedule** when the cover provided by this **Certificate** is operative. Cover is only valid from the inception date of the Takaful **Certificate** or from when **You** and **We** agree that cover should commence.

**18. 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.

**19. Road**

Section 2 of the Road Transport Act 1987 defines "**Road**" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, 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".

**20. 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**.

**21. 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**.

**22. 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 or person covered on the occurrence of pre-defined events.

**23. 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.

**24. 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**.

**25. You, Your, Yourself**

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

**Section G: Complimentary Personal Accident Cover for Driver & Passengers – applicable only for Comprehensive Cover**

As the coverage provided under this **Certificate** is Third Party only, Section G is not applicable to **You**.

**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**.

**Endorsement C018: Fleet Rated Risks – Cancellation of 'No Claim Discount'**

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

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

**Endorsement C22A: Caravan / Luggage / Boat Trailers (Applicable to Private Car Third Party Certificate only)**

Pursuant to the additional contribution that **You** paid, **We** agreed that the coverage provided under Section B of this **Certificate** shall extend to cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement C22A**' while it is being used together with **Your Car**.

This **Endorsement** does not cover:

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

**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 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 101A: Extension of Cover to the Kingdom of Thailand (Applicable to Private Car Third Party Certificate only)**

Pursuant to the additional contribution that **You** paid, the **Takaful** provided under Section B1a(ii) of this **Certificate** shall cover the liability while **Your Car** 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 |

## 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 twenty-six percent (26%) 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 2020 (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](mailto: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 [201701032316 (1246486-D)],  
27<sup>th</sup> Floor, Annex 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](mailto:csu@takaful-malaysia.com.my)  
Website: [www.takaful-malaysia.com.my/en](http://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](mailto:csu@takaful-malaysia.com.my) and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** may refer the case either to the **Financial Markets Ombudsman Service (FMOS)** (Formerly known as Ombudsman for Financial Services) or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**Financial Markets Ombudsman Service (FMOS) [200401025885 (664393-P)]**  
(Formerly known as Ombudsman for Financial Services)  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 603-2272 2811  
Webform Address: <https://www.fmos.org.my/en/feedback.html>  
Website: [www.fmos.org.my](http://www.fmos.org.my)

**BNM Laman Informasi Nasihat dan Khidmat (BNMLINK)**  
Level 4 Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel: 1-300-88-5465 (LINK)  
Fax: +603 2174 1515  
Webform Address: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)