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(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

IKHLAS PRIVATE CAR TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your *IKHLAS* Private Car Takaful provider.

EXPLANATORY NOTES

How to read this document
Please note that your IKHLAS Private Car Takaful Certificate *only starts from page 5 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 IKHLAS* Private Car Takaful Certificate*. Please refer to Section F on pages 17 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:

- *Takaful certificate in pages 5 to 26 (excluding the italic texts);*
- *the information you provided us when you applied to participate this Takaful cover;*
- *the Schedule;*
- *the Endorsements attached to the certificate; and*
- *the Certificate of Takaful (CT).*

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

Duty of Disclosure

A. Consumer Takaful Contract

Where you have applied for this Takaful wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the 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 to 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 contract is entered into, there are actions that may be taken by us against you, for example:

- *declare your certificate as void from inception (which means treating it as invalid), and we may not return any contribution;*
- *cancel this certificate and return any contribution less our cancellation charge (if any) or recover any unpaid contribution;*
- *remove one or more named drivers from your certificate and adjust your contribution accordingly;*
- *recover any shortfall in contribution;*
- *decline any claim that has been or will be made under the certificate; or*
- *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.*

Notification of PIDM's Protection

The benefits payable under eligible Takaful Certificate are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Takaful Ikhlas General Berhad or PIDM (visit www.pidm.gov.my).

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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

Page	Basic Cover:	Comprehensive	Third Party, Fire and Theft	Third Party Only
6 to 8	Section A: Loss or Damage to Your Own Car			
6	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
6	1. b. What is not Covered (under this section)	✓	✓	X
7 to 8	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
8	3. Towing Costs (to an Approved Repairer or safe place of storage)	✓	✓	X
9 to 10	Section B: Liability to Third Parties			
9	1. a. What is Covered (by this section)	✓	✓	✓
9 to 10	1. b. What is Not Covered (by this section)	✓	✓	✓
9	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
9	3. Cover for Legal Personal Representatives (upon your demise)	✓	✓	✓
10	4. Maximum Legal Costs (if approved)	✓	✓	✓
10	5. Rights of Recovery	✓	✓	✓
11	Section C: No Claim Discount	✓	✓	✓
12 to 13	Section D: General Exceptions (what is not covered by the certificate)	✓	✓	✓
14 to 16	Section E: Conditions (terms that you must comply with)	✓	✓	✓
17 to 18	Section F: Definitions (explains the words in bold)	✓	✓	✓
19 to 26	Section G: Endorsements (additional terms that we may impose upon you or additional covers if you have paid additional contribution for)	Optional	Optional	Optional
27	Important Notice	✓	✓	✓

Key: *✓= applicable* *X = not applicable*

What this certificate does not cover?
These are referred to as 'Exceptions' in your certificate and there are three sections where you can find them:

- *Section A1b – see 'What is Not Covered' (page 6): applicable to Comprehensive certificate only.*
- *Section B1b – see 'What is Not Covered' (pages 9 to 10): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.*
- *Section D – see 'General Exceptions' (pages 12 to 13): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only certificates.*

There are generally three reasons why we put these exceptions in your basic IKHLAS Private Car Takaful Certificate

1. *Cover is not provided for the exceptions. You have to pay additional contribution if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic IKHLAS* Private Car Takaful Certificate *but which can be covered if you pay additional contribution are:*
   - *flood, storm {see Section A1b – 'What is not Covered'' (page 6)};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 13)}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 12)}.*

2. *There are other risks which are not covered by the basic IKHLAS* Private Car Takaful 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 IKHLAS* Private Car Takaful Certificate *but can be covered under a different type of certificate:*
   - *carriage of goods must be covered under a IKHLAS Commercial Vehicle Takaful Certificate; and*
   - *hire or reward must be covered by taxi or hired car certificate.*

3. *We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 12 to 13) such as claims arising due to :*
   - *war, nuclear fission or fusion;*
   - *risks that are against government/public policy or against the law; and*
   - *drunk driving.*

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

The following are some examples of how your car can be used:
- *to visit relatives and friends, for shopping etc.; and*
- *for some limited business use such as getting to and from work, and meeting customers.*

However, you will not be covered, for example, if you use your car in the following manner:
- *as a private taxi by charging fares to carry passengers;*
- *as a hire car by charging rental to use your car;*
- *to carry any goods in connection with any trade or business other than samples unless you participate the appropriate cover;*
- *for motor trade (use for showroom display and for test-drive);*
- *to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and*
- *use on any racetrack.*

Who can drive your car?
- *Practically anyone can drive your car as long as the driver:*
  - *has a valid license 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 12)};*
  - *has your permission to drive (see definition of Authorised Driver in page 17); and*
  - *complies with all the terms and conditions of this certificate.*

- *Although anyone complying with the above conditions can drive your car, you may have to pay an additional excess depending on the age of the driver, the type of license the driver possesses or if the driver is not a named driver under the CT (see explanation on excess in page 4). If you or your authorised driver is not qualified to drive or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised driver.*

In which territory is your car covered?
This Takaful you have participated only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to drive your car into Singapore, you are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic IKHLAS Private Car Takaful Certificate*, you will need to participate in Endorsement 100 (see page 22), 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.

How much should you cover your car for under a Comprehensive or Third Party, Fire and Theft Certificate?
To be safe, you should cover your car at its current market value (see definition in page 18). In simple terms, this is the current cost to replace your car with another car of the same make, model, age and general condition. The amount that you choose to cover is called the sum covered. Please note that you could be penalised if your car is under-covered (see Section A2e – 'Under-Coverage' in page 7).

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

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

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% or more. 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.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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 is at least one year). The scale of NCD applied is specifically mentioned in the certificate.

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

What is an Excess?
This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Certificate Schedule to find out the amount that you are liable to pay. This is referred to as Endorsement 1 or 2 in your certificate. Note that there is also the Compulsory Excess (see page 8) where you have to bear an additional excess of RM400 if you or the person driving your car:

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

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

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

- ***Do:***
  - *Call **Accident Assist Call Centre (AACC) 24 hours** nationwide Takaful road accident Helpline number **1-300-22-1188** or **15-500** for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;*
  - *inform us as soon as possible about any incident which may give rise to a claim;*
  - *report all accidents to the police within 24 hours as required by law;*
  - *submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;*
  - *move your car to an Approved Repairer or our approved panel repairer for repairs or windscreen repairs or replacement;*
  - *fully fill up the relevant sections of your claim form – do not put "refer to police report"; and*
  - *if you have a Comprehensive cover and the third party that knocked your car is clearly at fault, you are advised to submit own damage Knock-for-Knock (KfK) claim to us in order to expedite claims processing. Your NCD entitlement will not be affected and you can claim the excess that you had paid from the Takaful operator/insurer of the third party.*
- ***Don't:***
  - *negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 14 to 15); and*
  - *authorize repair without our consent (see Condition 2f in page 15).*

Condition 2 of your certificate (see page 14 and 15) spells out the do's and don'ts after an accident or theft in more detail.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

***IKHLAS* PRIVATE CAR TAKAFUL CERTIFICATE**

The Takaful Agreement

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

Consumer Takaful Contract

This **Certificate** is issued pursuant to:

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

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

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

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

Non-Consumer Takaful Contract

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

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

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

C. **Contribution Allocation**

Takaful Contribution allocated by **You** as shown in the Schedule shall be placed in the Ta'awuni Account Pool (TAP) at inception to pay Wakalah Fee to Shareholders' Fund and Tabarru' to Risk Fund. **We** will manage the TAP according to the Wakalah principle as defined by **Us** and in accordance with the Shariah principles

We will charge up to 33% of the Takaful Contribution as an upfront Wakalah fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help all participants in time of misfortune

Should **you** have any inquiries on the actual **Wakalah** fee charged, please contact **the Company** (Tel: 03-2723 9696 @ e-mail: ikhlascare@takaful-ikhlas.com.my), for details.

D. **Surplus**

We will entitle for Surplus Performance Incentive (SPI) of 50% of the gross distributable surplus. However, **We** may at **Our** discretion and where appropriate charge the SPI for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SPI) from the Risk Fund will be allocated in full (100%) to the Participant. Upon Takaful Certificate expiry, if the amount due to Takaful Participants is less than RM10, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful participants as an act of good deed. The threshold, method and time of settlement of the surplus distribution shall be defined in the Surplus Management Policy. The threshold is not applicable if the Takaful Participants provided their banking information to the Company.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund. If there is a deficit in the Risk Fund due to **Our** negligence, then it is **Our** responsibility to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Section A: Loss or Damage to Your Own Car

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

1a: What Is Covered

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

(i) accidental collision or overturning;
(ii) collision or overturning caused by mechanical breakdown;
(iii) collision or overturning caused by wear and tear;
(iv) impact damage caused by falling objects provided not caused by flood, hurricane, storm, volcanic eruptions, earthquakes, landslides, subsurface or other natural convulsions;
(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 participated **Endorsement 89**.*

(vii) burglary, housebreaking or theft;
(viii) malicious act; or
(ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:
   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 only.

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

1b: What Is Not Covered

The events which are not covered are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.

We will not pay for the following losses:

(i) Consequential Losses
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.

(ii) Loss of Use
Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement car, travelling expenses etc.

> *For an additional contribution, **Your Certificate** can be extended to cover an agreed payment per day for an agreed duration (**Endorsement 112**).*

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

(iv) Breakdown or Malfunction of Parts
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.

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

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

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

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

(ix) Cheating or Criminal Breach of Trust
Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

2: Basis of Settlement

*This section explains how **We** will settle **Your** claim once **We** accept that it is payable under Section A. If **Your Car** is damaged as a result of any **Incident**, **We** have the option of doing the following:*

a. If Your Car is Repairable

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

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

b. If Your Car is not Repairable

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

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

c. Replacement Parts

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

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

d. The Maximum Amount will Be Paid To You

If **Your Car** is **BER** or stolen and not recovered, the amount payable under the **Certificate** will be the **Market Value** at the time of the loss or the **Sum Covered** as shown in the **Schedule**, whichever sum is the lesser. Upon **Our** payment of the said amount, this **Certificate** shall be automatically terminated. The **Market Value** is to be determined according to clauses 14 and 15 of Section F.

e. Under-Coverage

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

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

The balance has to be borne by **You**. However, this will only apply if the under-covered amount is more than 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)	Maximum Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

The following basis shall be used in determining the **Age of Vehicles**:

Vehicle Categories	Basis in Determining Age of Vehicle
New vehicle	Registration Date
Local second-hand/used vehicle	Original Registration Date
Imported second-hand/used vehicle	Date of Manufacture

g. ***Compulsory Excess*** *(please see page 4 for explanation)*
In addition to the **Excess** shown in the **Schedule, We** have the right to deduct another RM400 as Compulsory **Excess** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent:

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

We will not deduct this additional RM400 **Excess** if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

3: Towing Costs

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

Section B: Liability to Third Parties

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

1a: What is Covered?

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

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

(ii) damage to property except those specifically excluded under this **Certificate**

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

2: Limits of Our Liability

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

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

(ii) up to a maximum of RM3 million for third party property damage.

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

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 Exceptions stated in Section D of this **Certificate** and any other applicable **Endorsement**. **You** will not be paid 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;

4: Maximum Legal Costs

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

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

5: Rights of Recovery

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

1b: What is Not Covered?

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

Liability to passengers other than:

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

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

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

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

(vi) any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

(vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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; 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.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Section D: General Exceptions - these apply to the whole Certificate

This section lists down circumstances under which this **Certificate** *does not provide cover at the time of happening of the* ***Incident****. This is in addition to those already listed in Sections A1b (see page 6) and B1b (see pages 9 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. Fraud and Exaggerated Claims

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

4. *Unlawful Purpose*

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

5. *Use for Racing etc.*

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

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

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

6. Use Outside Malaysia

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

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

7. Failure to take Precaution

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

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

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

8. War Risk

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

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

*For an additional contribution, **Your Certificate** can be extended to cover strikes, riots and civil commotion (**Endorsement 25**).*

9. Nuclear Risk

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

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

10. Convulsions of Nature

There is no cover (unless specifically participated) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

*For an additional contribution, **Your Certificate** can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (**Endorsement 57**).*

11. Contractual Liability

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

12. Unauthorised Driver

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

Section E: Conditions - These apply to the whole Certificate

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

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

Conditions Precedent to Certificate Liability

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

1. Duty of Disclosure

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

A. Consumer Takaful Contract

Where **You** have applied for this Takaful wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the 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:

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

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

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

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

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

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

e. Send **Your Car** to an **Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Car** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Certificate** if **You** breach this condition.

f. **You** must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Certificate**.

You must not do any of the following:

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

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

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

3. Cancellation

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

a. Cancellation by **You**:

- **You** can cancel this **Certificate** at any time by returning the **Certificate of Takaful (CT)** to **Us** or, if the **CT** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the **CT** or SD **You** will be entitled to a refund of contribution if no claim was incurred prior to cancellation. **Your** refund will be the pro rata contribution for the unexpired period of cover calculated from the date **We** received the **CT** or SD.
- **You** will be subject to cancellation fee of RM10.00 upon **Your** request to cancel the **CT**
- 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**:

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

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

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

a. **You** must inform **Us** in writing if **You** have taken out any other Takaful 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) 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 who is/are also liable for the loss.

5. Subrogation

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

6. Dispute Resolution

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

If the disputed sum is less than RM250,000, **You** may refer the matter to the **Financial Markets Ombudsman Service** 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 assistance 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. Prevalent Certificate Wording

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

9. Expenses

The Company shall bear all its own operating expenses. Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.

10. Receipt of Discharge

Payment of any amount paid or made by **the Company** shall be a valid discharge of liability to **the Company** and shall release **the Company** of all claims and demands whatsoever in respect thereof.

11. Receipt of Discharge

In carrying out the mandate conferred on it by the Participants, the Company, may find it necessary to avail itself the services of third parties, therefore the Participants hereby authorise the Company to engage with the third party for the purpose and benefit of participants and **Takaful Business.**

Section F: Definitions of words highlighted in the Certificate

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

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

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

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

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

4. **Approved Repairer**
   This refers to any of the following:
   a. motor repair workshops which are on **Our** panel of approved workshops;
      (i) **We** will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
      (ii) 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:
      - 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
      - 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

   b. any other repairer that **We** have given **You** special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
      (i) no **Approved Repairer** described in (a) 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;
      (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
      (iii) 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**
   Certificate includes the **Schedule**, the **Certificate of Takaful** and all **Endorsements** specifically listed in the **Schedule**.

8. **Certificate of Takaful (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 contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

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

12. **Excess**
This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.

13. **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.

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

15. **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".

16. **Market Value**
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** participated this **Certificate**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Covered** then the **Market Value** would be based on that valuation system as described in clause 15 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**.

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

18. **Minimum Contribution**
The minimal contribution described in the **Schedule**.

19. **Named Driver**
This refers to the persons named in the **Certificate** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2(g) will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are above the age of 21 years at the time of the **Incident**.

20. **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.

21. **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.

22. **Qard**
This shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.

23. **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, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

24. **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**.

25. **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.

26. **Tabarru'**
The donation for the purpose of solidarity and cooperation among the Participants and to be used to help all Participants in times of misfortune. In the context of the Company, Tabarru' will be allocated into the Participants' Risk Fund.

27. **Takaful Business**
This means the business relating to the administration, management and operation of a Takaful Fund for its Participants which involve elements such as investments, savings and claims and Retakaful business and a reference to carrying on Takaful Business shall include all or any of the activities set out in paragraph 5(4)(a) of the Islamic Financial Services Act 2013.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

28. Wakalah
This refers to a contract where a party, as principal *(muwakkil)* authorizes another party as his agent (*wakil*) to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, We are appointed as an agent (*wakil*) to carry out the Takaful Business and a Wakalah fee *(Ujrah)* to be paid to the Company.

29. We, Our, Us
This refers to the licensed Takaful operator that is issuing **You** this **Certificate** representing the participants of the RF.

30. You, Your, Yourself
This refers to the certificate holder or person described in the **Schedule** as "the Participant".

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

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

Endorsement 1: Excess All Claims *(please see page 4 for explanation and page 17 for definition)*

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

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

Endorsement 2: Excess Damage Claim *(please see page 4 for explanation and page 17 for definition)*

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

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

Endorsement 3(p): Third Party Only Takaful *(please see page 2 - "What is Covered?")*

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

Endorsement 3(q): Third Party, Fire and Theft Takaful *(please see page 2 - "What is Covered?")*

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

Endorsement 14: Transfer of Interest

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

_____ whose proposal and declaration dated *[state date]* shall be the basis of this contract.

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Endorsement 15: Hire Financing

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

Endorsement 15(a): Employer's Financing

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

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

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

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

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

Endorsement 22: Caravan/Luggage/Boat Trailers

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

This endorsement does not cover:

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

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

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

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

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

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

Endorsement 25: Strike, Riot and Civil Commotion

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

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

This endorsement does not cover:

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

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Endorsement 57: Inclusion of Special Perils

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

Endorsement 72: Legal Liability of Passengers for Negligent Acts

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

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

This endorsement does not cover:
a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
b. damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and/or
c. death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

Endorsement 87: Agreed Value Clause

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

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

Endorsement 89: Cover for Windscreens, Windows and Sunroof

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

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

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

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

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

Endorsement 95: Leasing Agreement

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

Endorsement 97: Separate Cover for Accessories fixed to Your Car

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

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

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Endorsement 97(a): Gas Conversion Kit and Tank

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

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

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

Endorsement 100: Legal Liability to Passengers

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

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

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

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

d. liability to any person who is a member of **Your** and/or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he/she is required to be carried in or on **Your Car** by reason of or in pursuance of his/her contract of employment with **You** or **Your Authorised Driver** and/or his/her employer;

e. liability caused by a passenger travelling in or alighting from **Your Car**;

f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or

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

Condition of Cover

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

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

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

Endorsement 101: Extension of Cover to the Kingdom of Thailand

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

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

Endorsement 102: Extension of Cover to Kalimantan

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

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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

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

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

TPPD limits of Liability

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

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

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

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

Endorsement 111: Current Year "NCD" Relief (only applicable to Comprehensive *IKHLAS* Private Car Takaful Certificate)

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

The cover provided under this endorsement is terminated automatically when:

a. **We** make a payment for a claim under this endorsement;

b. the ownership of this **Certificate** is transferred to another party; or

c. **You** withdraw **Your** No Claim Discount entitlement from this **Certificate**.

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

Endorsement 112: Compensation for Assessed Repair Time (CART)

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

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

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

Your claim will not be paid:

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

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Endorsement 113: Reference to Motor Vehicle Market Valuation System

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

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

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

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

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

Endorsement MTD005A*:* Private Hire Car Endorsement (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement, We** agree that the **Certificate**'s terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **CT** and explained under **Section F: Definitions of words highlighted in the Certificate** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an **e-hailing service** license for the period the **Car** is driven by that **Authorised Private Hire Driver** who is assigned to this vehicle, in the following manner:-

Time of Cover
Effective date of Private Hire Cover Endorsement : *dd-mm-yyyy*
Expiry date of Private Hire Cover Endorsement : *dd-mm-yyyy (must not be later than the expiry date of cover of the **Certificate**)*

Conditions under which this Endorsement applies
Cover under this **Certificate** is extended by this **Endorsement** on condition that the **Car** is fully licensed by **APAD** and /or **CVLB** in accordance with their licensing provision for **e-hailing services** for private cars (i.e. 'private hire'), and where all regulatory or administrative provisions for use for 'private hire' are fully complied with.

Any restrictions to cover with regards to 'private hire' as mentioned in this **Certificate** is therefore cancelled when this endorsement is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

I) EVENTS WE COVER UNDER THIS ENDORSEMENT

Every coverage already taken under this **Certificate** will apply during the time the **Car** is **On Call** while providing a legitimate **e-hailing service**. In addition the Takaful covers required by **APAD** and/or **CVLB** are specially provided by this endorsement for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under Section III '**Additional Extended Cover'** below:-
(i) Loss or Damage to **Your** Own **Car** (as expressed under Section A of the **Certificate**)
(ii) Liability to Third Parties (as expressed under Section B of the **Certificate**)
(iii) Legal Liability to **Fare Paying Passengers**
(iv) Personal Accident cover of RM10,000 due to accidental injury or death of the **Authorised e-Hailing Driver** in the course of driving the **Car**
(v) Legal Liability of **Fare Paying Passengers for Negligent Acts**

II) ADDITIONAL DEFINITION OF TERMS:

Authorised e-hailing Driver – Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an **e-hailing service** provider for the purpose of performing **e-hailing services** using this **Car** and with the **Certificate** holder's permission to do so.

CVLB – refers to the licensing authority in East Malaysia for public service vehicles i.e. Commercial Vehicle Licensing Board.

E-hailing app – refers to the electronic mobile application provided by an intermediation business

E-hailing services – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **e-hailing app**. The description '"e-hailing services" and "private hire" are synonymous and applies in context.

Fare-paying passenger(s) – Passenger(s) who pay a fare to be transported in the **Car** pursuant to an **e-hailing service** call together with every person who accompanies them in the same ride.

On Call - The period between the point the **Authorised e-hailing driver** logs on to the **e-hailing app,** until:
(i) the last **Fare-paying passenger** of the last trip has fully disembarked or alighted from the e-hailing **Car**, or
(ii) when the last trip on the **e-hailing app** has ended or has been cancelled through the **e-hailing app,** or
(iii) when the **Authorised e-hailing driver** logs off the **e-hailing app** (i.e. the **Authorised e-hailing driver** is no longer available for **private hire** or to accept any trips for e-hailing)
whichever occurs later.

Private Hire – the licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **e-hailing service**.

APAD – refers to the licensing authority for public service vehicles i.e. Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

III) ADDITIONAL EXTENDED COVER:

(i) Loss of Damage to Your Own Car

Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the main **Certificate** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(ii) Liability to Third Parties

Coverage for **Liability to Third Parties** will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the main **Certificate** in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

(iii) Legal Liability to Fare-Paying Passengers

We shall pay towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

a. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised e-Hailing Driver** and / or any member of **Your** or **Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the **e-hailing service**;
b. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and
c. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and
d. all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You** or **Your Authorised e-Hailing Driver**; and
e. all liability caused by or contributed to by the **e-hailing service** provider and/or failure of the **e-hailing app**; and
f. consequential loss of any kind arising from any of the above.

(iv) Personal Accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that **the Company** will pay the following compensation for bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and (2) where the bodily injury results in the following Payable Injury within three calendar months of the occurrence of the Incident:-

PAYABLE INJURY		SCALE OF COMPENSATION (RM)
1	Death	10,000
2	Total and irrecoverable loss of sight in both eyes	10,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	10,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	10,000
5	Total and irrecoverable loss of sight in one eye	5,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	5,000

Provided always that:

a. Compensation shall be payable under one of the Payable Injury only in respect of any one person arising out of any one occurrence. The total liability of **the Company** shall not in the aggregate exceed the sum of RM10,000 during any one **Period of Takaful**.

b. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

c. No compensation shall be payable if the **Authorised e-Hailing Driver** is not authorised by the **car** owner and the e-hailing service provider at the time of the Incident giving rise to the injury.

Subject otherwise to the Terms of this **Certificate**.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

(v) Legal Liability of Fare-Paying Passengers for Negligent Acts

We agree that the Takaful provided under Section B of this **Certificate** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying 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/policy of insurance; and
c. complies with all the terms and conditions of this **Certificate** as though he were **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, care 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 passenger travelling in **Your Car** at the same time.

IV) REFUND OF CONTRIBUTION
No refund shall be allowed for the cancellation of this endorsement**.**

V) GENERAL APPLICATION OF CERTIFICATE TERMS AND CONDITIONS:
All other terms and conditions provided under this Takaful Certificate is otherwise unchanged.

Endorsement MTD012A : IKHLAS Limited Special Perils Takaful (Non-Tariff)

Pursuant to the additional contribution that **You** paid , the Takaful provided under Section A of this **Certificate** will cover up to 25% of 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.

IMPORTANT NOTICE

We care about the service that **We** provide for **Our** customers, and our staff makes every effort to maintain as high a standard as possible. In the event that **We** do not meet **Your** expectations and **You** are dissatisfied in some way, **We** would like to know and would ask **You** to write to **Our**:

Customer Relationship Management Department,
Takaful Ikhlas General Berhad,
IKHLAS Point, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.

Tel: +603-27239696
Fax: +603-27239998
E-mail: complaints@takaful-ikhlas.com.my

For legal notices to be considered as properly served or any official correspondences, please send to:

Takaful Ikhlas General Berhad,
5th Floor, Bangunan Malaysian Re
No.17, Lorong Dungun, Damansara Heights
50490 Kuala Lumpur

Attention to: President and Chief Executive Officer

If **You** are not satisfied with the rejection or proposed settlement of **Your** claim, **You** may appeal directly to the Company. Should **You** remain dissatisfied with the outcome, **You** may refer the matter to the Financial Markets Ombudsman Service (FMOS) within six (6) months from the date of the Company's final decision, provided the claim falls within FMOS's jurisdiction (i.e., direct losses not exceeding RM250,000).

PROCEDURE FOR COMPLAINT TO FINANCIAL MARKETS OMBUDSMAN SERVICE

1. If **You** are not satisfied with the decision of **Our** senior management, **You** may write to the "Financial Markets Ombudsman Service", giving details of the dispute, **Our** name and the certificate number.
2. Copies of the correspondence between **You** and **Us** may be sent to facilitate tracing the case file kept by **Us**.
3. If the Mediator makes an award against **Us**, **You** are required to inform the Mediator whether **You** accepts the award within fourteen (14) days, so that **We** can be informed of **Your** decision.
4. There is no appeal procedure within the Financial Markets Ombudsman Service. If **You** do not want to accept the award, **You** may reject the decision of the Mediator and **You** are free to institute Court proceedings against **Us** or refer it to Arbitration.
5. The Financial Markets Ombudsman Service is not responsible for handling payment following the decision of the Mediator. We are required to remit the amount direct to the claimant within thirty (30) days when we were informed of the acceptance of the award.
6. At present, there is no fee or charge for the services provided by Financial Markets Ombudsman Service.

The contact details are as follows:

Financial Markets Ombudsman Service (200401025885)
(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
Website: www.fmos.org.my

PROCEDURE FOR COMPLAINT TO BNMLINK

If Your complaint is not within FMOS's scope, or **You** choose not to pursue the matter with FMOS, **We** will refer **You** to BNMLINK under Bank Negara Malaysia (BNM) for further assistance.

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

The contact details are as follows:

BNMLINK-Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel : 1-300-88-5465
Website: bnm.gov.my/BNMLINK