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IKHLAS MOTORIST P.A. TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing **Us** as **Your** Motorist Personal Accident **Takaful** provider.

INTRODUCTION

You and **Us** hereby agree that:

1. The **Proposal** shall be incorporated and be the basis of the **Takaful Certificate**.
2. **You** agree to pay the **Takaful Contribution** in accordance with the **Schedule**.
3. The **Proposal** form completed fully and faithfully shall be a condition precedent to any of **Our** liability.
4. The **Takaful** coverage provides protection against death or permanent disablement to **You** and **Your** passengers due to road **Accident** whilst travelling, alighting or entering the **Covered Vehicle**.
5. The **Takaful** coverage is subjected to the terms of this **Takaful Certificate** including provisions in respect of territorial limits and the **Period of Takaful** coverage specified in the **Schedule**.
6. The **Schedule** shows the coverage plan **You** have chosen, sum covered and any special terms that apply to **Your Takaful Certificate**. Please read the **Takaful Certificate** and **Schedule** carefully to ensure that it covers **Your** need.
7. The relationship between **You** and **Us** in this **Takaful Certificate** shall be governed by and interpreted in accordance with Malaysian Law.

For Consumer Takaful Contracts (Takaful wholly for purposes unrelated to Your trade, business or profession)

This **Takaful Certificate** is issued in consideration of the payment of **Takaful Contribution** as specified in the **Takaful Certificate Schedule** 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 provided by **You** shall form part of this contract of **Takaful** between **You** and **Us**. However, in the **Event** of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

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

For Non - Consumer Takaful Contracts (Takaful for purposes related to Your trade, business or profession)

This **Takaful Certificate** is issued in consideration of the payment of **Takaful Contribution** as specified in the **Takaful Certificate Schedule** 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 the terms or termination of **Your** contract of **Takaful**.

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

DEFINITIONS

Explanations of the words printed in **bold** in this **Takaful Certificate**:

1. “**Accident / Accidental**” means an **Event** or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the **Person Covered**.
2. “**Benefits**” means the amount **the Company** will pay for a legitimate claim under this **Takaful Certificate** based on the **Benefits** description in the **Schedule**.
3. “**Bodily Injury**” means **Bodily Injury** suffered by the **Person Covered** resulting from an **Event** or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control.
4. “**Consequential Loss**” means financial loss.
5. “**Covered Vehicle**” means the vehicle that is specified in the **Schedule** which is licensed for private use and not used for commercial purposes.
6. “**Endorsement**” means written evidence of an agreed change to the **Takaful Certificate**.
7. “**Event**” means **Accidental Bodily Injury** suffered by the **Person Covered** resulting from an **Event** or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control and results in death or permanent disablement.
8. “**General Risk Investment Account (GRIA)**” shall mean the account where initial remittance of the **Takaful Participant’s Takaful Contribution** for a General Takaful product is made.
9. “**Motor Takaful Certificate**” means the Motor **Takaful** plan issued by **the Company** and must be participated by **Takaful Participant** to be eligible to obtain coverage under this **Takaful** plan.
10. “**Person Covered**” means the Takaful Participants including the passenger whilst travelling, alighting or entering the **Covered Vehicle**.
11. “**Proposal**” means the **Proposal** signed by the **Takaful Participant** and other information that the **Takaful Participant** or anyone acting on behalf of the **Takaful Participant** has given to **the Company**.
12. “**Period of Takaful**” means the **Period of Takaful** shown in the **Schedule**.
13. “**Qard**” shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to the lender.
14. “**Risk Fund**” means a pool of fund based on the concept of **Tabarru’** providing mutual protection and indemnity among the **Takaful Participants**.
15. “**Schedule**” means the information page that contains the details of the **Takaful Participant**, sum covered, **Takaful Contribution** and **Period of Takaful** attached to this **Takaful Certificate**.
16. “**Tabarru’**” means donation for the purpose of solidarity and cooperation among the **Takaful Participants** and to be used to help **Takaful Participants** in times of misfortune. In the context of **the Company**, **Tabarru’** will be allocated into the **Risk Fund**.
17. “**Takaful**” means an arrangement based on mutual assistance under which **Takaful Participants** agree to contribute to a common fund providing for mutual financial **Benefits** payable to the **Takaful Participants** or their beneficiaries on the occurrence of pre-agreed **Events**.
18. “**Takaful Business**” means the business relating to the administration, management and operation of a **Takaful Fund** for its **Takaful Participants** which may involve elements such as investment and savings and claims and Retakaful business and reference to carrying on **Takaful Business** shall include all or any of the activities set out in paragraph 5(4)(a) of Islamic Financial Services Act 2013.
19. “**Takaful Certificate**” means consisting of all **Proposal(s)** and **Schedule(s)** attached hereto and annexed together with this **Takaful Certificate** shall be complementary with one another.
20. “**Takaful Contribution**” means any amount **the Company** requires the **Takaful Participant** to pay to participate in this **Takaful** plan.

21. “**the Company, We, Us, Our**” means Takaful Ikhlas General Berhad, its successors or assigns including any subsidiaries wholly owned and associated with MNRB Holdings Berhad or any other appointed service providers.
22. “**the Takaful Participant, You, Your**” shall means the person or persons named in the **Schedule** as “the Participant”.
23. “**Wakalah**” 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**.

GENERAL PROVISIONS

1. **COMPENSATION** shall only be payable in respect of death or permanent disablement arising out of the use of the **Covered Vehicle** under the **Motor Takaful Certificate** issued by **the Company**.
2. **CANCELLATION** of **Motor Takaful Certificate** due to any reasons, shall automatically ceased the coverage for this **Takaful** plan with immediate effect.

BENEFITS

1. **DEATH**
Death of the **Person Covered** due to solely and directly from **Accidental** external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the **Event**. The amount payable is the sum covered as stated in the **Schedule**.
2. **PERMANENT DISABLEMENT**
Permanent disablement of the **Person Covered** due to solely and directly from **Accidental** external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the **Event**. The amount payable is a percentage of sum covered as described in the **Schedule**. This benefit is only payable if the **Takaful Participant** furnished the Company with original medical reports or certificates issued by a Qualified Medical Practitioner.

TABLE OF BENEFITS

BENEFITS	Plan & Sum Covered (RM) – per person				
	A	B	C	D	E
Death or permanent disablement	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
Loss of both hands or both feet	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
Loss of sight of both eyes	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
Loss of sight one eye and one hand or one foot	10,000.00	20,000.00	30,000.00	40,000.00	50,000.00
Loss of one hand or one foot	5,000.00	10,000.00	15,000.00	20,000.00	25,000.00
Loss of sight one eye	5,000.00	10,000.00	15,000.00	20,000.00	25,000.00

The aggregate of all percentages payable in respect of any **Accident** shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force. All other compensation lesser than 100% if already paid shall reduce the coverage proportionately by that amount paid from the date of **Accident** until the expiration of the **Takaful Certificate**.

Permanent total loss of use of member shall be deemed as total and permanent disablement.

Loss of sight of one eye shall mean the total and irrecoverable loss of all sight rendering the **Person Covered** absolutely blind in the eye beyond remedy by surgical or other treatment.

Where injury is not specified in the Table of Benefits, the Company shall in its absolute discretion adopt a percentage of compensation which in opinion **the Company** is not inconsistent with the provisos stated in the Table of Benefit and without regard to the occupation of **Person Covered**.

EXTENSIONS OF BENEFITS

It is hereby declared and agreed that this **Takaful Certificate** shall cover death or permanent disablement due to:-

- (a) **RIOT STRIKE AND CIVIL COMMOTION** provided that the **Person Covered** is not directly or indirectly participating in or howsoever involved in such activities.
- (b) **EXPOSURE** to the elements provided that in the **Event** of death of the **Person Covered**, his death is determined as death resulting from exposure after an **Accident** by a properly constituted Judicial Enquiry.
- (c) **DISAPPEARANCE** of the **Person Covered** after a period of one (1) year has elapsed and **the Company** has examined all evidence available and shall have no reason to suppose other than an **Accident** has occurred. It is further agreed that if at any time after payment has been made and the **Person Covered** is found to be living any sum paid by **the Company** in settlement of the claim shall be refunded to **the Company** by the **Takaful Participant** forthwith.

EXCLUSIONS

This **Takaful Certificate** is not intended to and does not cover:

1. Death or permanent disablement or any other loss caused directly or indirectly by:-
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the **Person Covered** directly or indirectly participates or is involved howsoever in such activities;
 - (b) any act of terrorism;

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
 - (c) insanity, suicide (whether sane or insane) or any attempt thereof by the **Person Covered**;
 - (d) pre-existing physical or mental defect or infirmity to the **Person Covered**;
 - (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this **Takaful Certificate** and performed within the time provided in the **Takaful Certificate**) to the **Person Covered**;
 - (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the **Person Covered**; except miscarriage due to **Bodily Injury** as a direct result of an **Accident**;
 - (g) provoked murder or assault on the **Person Covered**;
 - (h) any breach of Civil or Shariah Law and principles by the **Person Covered**;
 - (i) pre-existing disablement or **Bodily Injury** to the **Person Covered**;
 - (j) from misuse or abuse of substance, alcohol and/or drugs by the **Person Covered**; unless the drug is taken in accordance with an authorized medical prescription;
 - (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
2. Death or permanent disablement or any other loss sustained by the **Person Covered**:-
 - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;
 - (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
 - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft);
 - (d) while committing or attempting to commit any unlawful act.

3. Death or permanent disablement or any other loss consequent upon the **Person Covered** engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.
4. Death or permanent disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
5. Death or permanent disablement directly or indirectly caused by or contributed to by arising from:-
 - (a) ionization, radiation, or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (b) nuclear weapons material.
6. Losses caused directly or indirectly, wholly or partly by:
 - (a) any other kind of disease;
 - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this **Takaful Certificate** and performed within the time provided in this **Takaful Certificate**);
 - (c) while the **Person Covered** is under the influence of alcohol or drug abuse while driving;
 - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
7. Any **Bodily Injury** which shall result from hernia;
8. Claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
9. If the **Person Covered** does not have a valid driving license to drive an automobile or is not qualified for holding a valid driver's license or obtaining such a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law and this **Takaful** coverage shall not apply to the passengers in the **Covered Vehicle** whilst the vehicle is being driven by such driver
10. The **Person Covered** engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
11. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the **Person Covered** own criminal act.
12. If the **Person Covered** shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this **Takaful Certificate** without the **Takaful Participant** first notifying the **Company** and obtaining the **Company's** written consent to the amendment to this **Takaful Certificate** (subject to the payment of such additional **Takaful Contribution** as the **Company** may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising therefrom.
13. Death or permanent disablement directly or indirectly caused by or contributed to by arising from:-
 - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
 - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
14. Claims engage in following occupations:
 - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
 - (b) air crew, ship crew, oil rig crew, diver or fisherman, or

- (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the **Person Covered** is off-duty at the time of the **Accident** and the **Bodily Injury** does not arise in the course of the employment of the **Person Covered** or any activity related to the employment of the **Person Covered**), or
 - (d) activities or work involving scaffolding, gondolas, ropes or cables.
15. Arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
16. **Consequential Loss** or damage of any kind.

CONDITIONS

The **Proposal** including all future or subsequent **Proposal** or **Schedule** thereof shall be read together and shall form as an integral part of this **Takaful Certificate**. Any word or expression to which a specific meaning has been attached in any part of the **Proposal**, in the **Schedule**, or the **Takaful Certificate** shall bear such meaning wherever it may appear.

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

1. DUTY OF DISCLOSURE

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

A. Consumer Takaful Contracts

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 any 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 take reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of the terms or termination of **Your** contract of **Takaful** in accordance with the remedies in 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 Contracts

Where **You** have applied for this **Takaful** wholly 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 the 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 provided in the **Proposal** Form (or when **You** applied for this **Takaful**) is inaccurate or has changed

2. NOTICE

Every notice or communication to be given or made under this **Takaful Certificate** shall be delivered in writing to **the Company**. No changes in this **Takaful Certificate** shall be valid unless approved by **the Company** and duly endorsed by an authorized representative of **the Company**.

3. AGE LIMIT

The **Takaful Participant** shall not be less than eighteen (18) years old or more than seventy (70) years old at the time of the application for the coverage of Takaful plan.

The **Person Covered** must be between the age of one (1) to seventy-five (75) years old.

4. NUMBER OF PASSENGER

All coverage under this **Takaful** plan shall be up to a default limit of five (5) person including the driver in the **Covered Vehicle**. The **Takaful Participant** may add the number of covered passenger subject to additional **Takaful Contribution**.

The number of passenger allowed in the **Covered Vehicle** is subject to the seating capacity allowed by Road Transport Department (JPJ).

5. CONDITION PRECEDENT TO THE LIABILITY

This **Takaful Certificate** shall be automatically null and void when:

- (a) If the **Proposal** or Declaration of the **Takaful Participant** is found untrue in any respect, or if any material fact on the **Takaful Participant** be incorrectly stated therein or omitted therefrom;
- (b) if this **Takaful Certificate** or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- (c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

6. CHANGES

The **Takaful Participant** shall give immediate written notice to **the Company** of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the **Takaful Participant** has become affected.

All notices required to be given by the **Takaful Participant** to **the Company** must be in writing addressed to **the Company** and neither alteration in terms of this **Takaful Certificate** nor **Endorsement** thereon will be held valid unless the same is signed or initialed by an authorized representative of **the Company**.

The **Takaful Participant** shall give notice to **the Company** of any other **Takaful** operator (excepting coupon or in connection with a **Motor Takaful Certificate**) effected against the **Accident** and/or incapacity.

Notwithstanding the above, **the Company** may at its absolute discretion vary, amend or modify any part of the whole **Takaful Certificate** not limited to the **Schedules** or **Proposal** by giving the **Takaful Participant** sufficient days' notice on such amendments and changes.

7. CLAIMS PROCEDURE

In the case of death or permanent disablement to which this **Takaful Certificate** relates:-

- (a) the **Person Covered** shall always act upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
- (b) written notice must be given to **the Company** within fourteen (14) days of the date of the **Accident** causing such injury

Failure to give notice within the time provided in this **Takaful Certificate** shall not summarily invalidate the claim if it shall be shown by the **Person Covered** that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

In the event of non-payment of **Takaful Contribution**, the outstanding amount will be deducted from the amount of settlement of which the **Benefit** amount shall be lesser than the sum covered stipulated in the **Schedule**.

No action at law or in equity shall be brought to recover the compensation under this **Takaful Certificate** prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this **Takaful Certificate**. No such action shall be brought after the expiration of one year from the time written proof of loss is required to be furnished.

All **Takaful Certificates**, medical reports, information and evidence required by **the Company** shall be furnished at the expense of the **Takaful Participant** or his legal personal representative and shall be in such form and of such nature as **the Company** may prescribe. The **Takaful Participant** as often as required shall undergo medical examination at the own expense of the **Takaful Participant** in respect of any claim of permanent disablement due to **Bodily Injury**. In case of death of a **Person Covered**, reasonable notice shall be given to **the Company** before interment or cremation and **the Company** may require that **the Company** be represented at a post mortem examination on the body of the **Person Covered**. **The Company** shall have the right and opportunity to conduct an autopsy to the **Person Covered** at **the Company's** own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a **Person Covered** shall be given to **the Company** as soon as known to the **Takaful Participant**.

CLAIMS PROVISIONS

- (a) Compensation in respect of the **Benefits** mentioned herein shall be payable only when the claim has been proven to the satisfaction of **the Company**.
- (b) Compensation under permanent disablement is payable only if the disability is caused by a **Bodily Injury** which wholly prevents the **Person Covered** from engaging in any business, or occupation or performing any work, for compensation or profit. To determine if a disablement has become permanent, it must continue uninterrupted for a period of at least twelve (12) months from the date of **Bodily Injury** and at the expiry of that period **Person Covered** is beyond hope of improvement.
- (c) **Benefits** on death or permanent disablement shall not be paid in aggregate under this **Takaful Certificate** to the intent that where compensation in respect of **Benefit** on permanent disablement aggregates to less than hundred percent 100% of the total **Benefits** paid to **Takaful Participant**, the coverage under **Benefits** on death and/or permanent disablement shall be reduced in proportion to the amount paid from the date of **Accident** until the expiration of the **Takaful Certificate**.
- (d) Unless otherwise agreed and endorsed hereon, the compensation payable in respect of death or disablement occurring where more than one (1) **Person Covered** is (to the knowledge of **Takaful Participant**) travelling in the same conveyance, shall be limited to an aggregate of RM500,000 only. In the **Event** the aggregate exceeds the said amount, **the Company** will be obliged to settle the claims of the respective **Person Covered** on a proportionate basis to the number of affected **Person Covered**.
- (e) Compensation shall not be payable under more than one (1) of the items of Table of Benefits in respect of the consequences of one (1) **Accident** to the **Person Covered**.
- (f) The total sum payable under this **Takaful Certificate** in respect of any one (1) or more **Accidents** to the **Person Covered** shall not exceed in all, the largest sum covered under any one of the Items contained in the Table of Benefits.
- (g) No compensation is payable if death or disability occurring in taxis or any vehicles used for hire or reward.
- (h) Compensation in respect of the benefit mentioned herein shall be payable only when the number of passengers in the vehicle does not exceed the statutory seating capacity allowed.

8. 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.

9. CANCELLATION

This **Takaful Certificate** may be cancelled at any time at the request of the **Takaful Participant**, in which case **the Company** will refund the pro-rate **Takaful Contribution** for the unexpired period of cover. However, no refund of **Takaful Contribution** is allowed if there is a claim under the **Takaful Certificate**. This **Takaful Certificate** may also be cancelled for any reasons whatsoever at the option of **the Company** by sending fourteen (14) days' notice by registered letter to the **Takaful Participant** at his last known address, in which case **the Company** shall not be liable to repay for the losses incurred on the same basis as described earlier.

Note: A handling fee of RM10.00 will be charged in the event of cancellation made by the **Takaful Participant**.

10. RENEWAL

It shall not be incumbent on **the Company** to give notice to that **Takaful Participant** that any **Takaful Contribution** for renewal is due and such **Takaful Contribution** shall be deemed to be due on the date on which the **Takaful Certificate** expires and must be paid forthwith to **the Company** simultaneously upon renewal confirmation of **Motor Takaful Certificate** by the **Takaful Participant** and accepted by **the Company**. **The Company** shall not be bound to accept any renewal and the **Takaful Certificate** shall not be renewable after the year of **Takaful** in which the **Takaful Participant** attains the age of seventy (70) years.

11. ARBITRATION

All differences arising out of this **Takaful Certificate** shall be referred to the decision of a single Arbitrator appointed in writing by the parties or if cannot be agreed upon within thirty (30) days from the date of disagreement, two Arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do by either of the parties. In case where the parties or the Arbitrators deem it expedient, the Arbitrators may agree to appoint an Umpire before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **the Company**. The costs and other costs in connection with the arbitration shall be in accordance with the finding of the Arbitrators or Umpire. However all initial costs for the appointment and reference shall be borne and paid forthwith by the **Takaful Participant**. If **the Company** shall disclaim liability to the **Takaful Participant** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this **Takaful Certificate** that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

In no case whatever shall **the Company** be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

12. TAKAFUL CONTRIBUTION ALLOCATION

Payment of the **Takaful Contribution** paid by the **Takaful Participant** as shown in the **Schedule** shall be placed in the **GRIA** where **the Company** will manage according to the **Wakalah** principle and in accordance with Shariah principles. **The Company** will charge 60% 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 **Takaful Participants** in time of misfortune.

13. SURPLUS

At each financial year-end, the Actuary will assess the surplus position of the **Risk Fund**, to preserve long term sustainability of the fund. **The Company** will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the **Risk Fund** at the end of the financial year. However, **the Company** may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the **Risk Fund** will be allocated in full (100%) to the **Takaful Participant**. If the amount due to **Takaful Participant** is less than the threshold, the amount shall either be retained in the **Risk Fund** or donated to charity on behalf of the **Takaful Participants**. Both the threshold and the treatment of such amount shall be as defined in the Surplus Management Policy.

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 **the Company's** negligence, then it is the responsibility of **the Company** to ensure that the fund is stable through outright transfer method and not deemed as an advance through the **Qard**.

14. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfillment of the terms, conditions and **Endorsements** of this **Takaful Certificate** in so far as they relate to anything to be done or complied with by the **Takaful Participant** or the **Takaful Participant** and the truth of any statement or declaration in the **Proposal** and Declaration shall be deemed conditions precedent to any liability of **the Company** for which compensation is payable.

15. GOVERNING LAW

This **Takaful Certificate** including all its **Proposals** and **Schedules** is subject to Bank Negara Malaysia guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

16. TIME

Time wherever mentioned in this **Takaful Certificate**, shall be of the essence of the agreement.

17. ASSIGNMENT

No assignment of interest under this **Takaful Certificate** shall be binding on **the Company** unless agreed to by **the Company** and save further, where a certified true copy of the assignment and the original **Takaful Certificate** is furnished to **the Company** at the head Office.

18. TAX

Any contributions, fees, and/or monies payable under this **Takaful Certificate** are subject to any taxes, levies, or charges imposed by the relevant authorities in Malaysia unless otherwise stated.

19. EXPENSES

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

CASH BEFORE COVER WARRANTY

- (a) It is fundamental and absolute special condition of this **Takaful Certificate** that the **Takaful Contribution** due must be paid and received by **the Company** before cover commences. If this condition is not complied with then this **Takaful Certificate** is automatically null and void.
- (b) Where the **Takaful Contribution** payable pursuant to this warranty is received by an authorized agent of **the Company**, the payment shall be deemed to be received by **the Company** for the purposes of this warranty and the onus of proving that the **Takaful Contribution** payable was received by a person, including a **Takaful** agent, who was not authorized to receive such **Takaful Contribution** shall lie on the **Takaful** operator.
- (c) Subject otherwise to the terms and conditions of this **Takaful Certificate**.

THIS TAKAFUL CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE TAKAFUL PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE TAKAFUL PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE TAKAFUL PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TAKAFUL CERTIFICATE.

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,
IKHLAS Point, 9th Floor, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

Attention to: President and Chief Executive Officer

We will make sure that **Your** case is examined thoroughly. If **You** are still not satisfied with the decision of **the Company**, **You** may then refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of **the Company**. The address is as follows:

Ombudsman for Financial Services (664393P) Level 14, Main Block Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel: +603-2272 2811 Fax: +603-2272 1577 E-mail: enquiry@ofs.org.my Website: www.ofs.org.my	Contact Centre (BNMTELELINK) Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: bnmtelelink@bnm.gov.my
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