

TAKAFUL KENDERAAN BERMOTOR KOMERSIAL

COMMERCIAL MOTOR VEHICLE TAKAFUL



TBA

Takaful Operator

Memajukan Perniagaan Awda Kehadapan.
Driving Your Business Forward.

COMMERCIAL MOTOR VEHICLE CERTIFICATE WORDING

This **TAKAFUL CERTIFICATE** is a contract between **TAKAFUL BRUNEI AM SDN BHD** and **YOU**

You have applied for this Takaful Certificate with a Proposal for Motor Takaful form and by signing a declaration therein. In return for the Takaful Contribution, We will cover You against loss, damage or legal liability arising during the Period of Takaful

TYPES OF COVER

Comprehensive Cover

If Your application in the Proposal for Motor Takaful form is for Comprehensive Cover, the whole of the contents of this Takaful Certificate is applicable to You

Third Party Cover

If Your application in the Proposal for Motor Takaful form is for Third Party Cover only, the applicable provisions of this Takaful Certificate are:-

- i) sections 2, 3, 5 and 6
- ii) meaning of words
- iii) general exclusions
- iv) general conditions
- v) endorsement (where specified)

Conditions Precedent to Our Liability under this Takaful Certificate

The due observance and fulfillment of the terms of this Takaful Certificate insofar as they relate to anything to be done or not be done by You and the truth of the statements and answers in the Proposal for Motor Takaful form shall be conditions precedent to any liability by Us to make any payment of benefit under this Takaful Certificate

Time of Payment of Takaful Contribution

- (i) The Takaful Contribution must be paid to Us or to Our authorised agent(s) at the time of issue of the Cover Note, Takaful Certificate and the Schedule, the Certificate of Takaful, extension(s), renewal, Endorsement(s) (as the case may be) UNLESS You are given a specific grace period by Us
- (ii) If You are given a grace period for payment of the Takaful Contribution and the Takaful Contribution is not paid to Us within that grace period the Takaful Certificate if it has come into effect will be automatically cancelled and We are entitled to claim pro-rata Takaful Contribution from You for the period of Takaful We were on risk

MEANING OF WORDS

Certain words in this Takaful Certificate or the Schedule issued therewith have particular meanings, shown below. Each time We use one of these words, it will have the same meaning

Certificate of Takaful	The certificate issued by Takaful Brunei Am Sdn Bhd in accordance with the provisions of the Motor Vehicles Insurance (Third Party Risks) Act, Cap 90, Laws of Brunei
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate and/or for the Schedule issued therewith which We have made or which You have asked for and We have agreed to. Your Schedule will show details of any endorsement(s)
Excesses/Excess	The amount that You must pay towards a claim and specified in Your Schedule
Mechanical Breakdown	Breakdown due to defects in materials or faulty workmanship and does not include damage due to negligence, damage caused by an accident or the gradual reduction in operating performance due to wear and tear
Period of Takaful	This is a period which You are covered for and is shown in Your Schedule, and may include any extension(s) thereof as may be granted by Takaful Brunei Am Sdn Bhd at its sole discretion
Takaful Brunei Am Sdn Bhd/We/Our/Us	Takaful Brunei Am Sdn Bhd, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei with its registered office at Dar Takaful IBB Utama, Levels 1, 2, 7 & 8, Jalan Pemancha, Bandar Seri Begawan BS8711, Brunei Darussalam
Takaful Certificate/ This Takaful Certificate	This Takaful Certificate which is evidence that You have Motor Vehicle Takaful cover with Us and which must not have expired or been cancelled
Takaful Contribution	The sum(s) specified as Takaful Contribution in the Schedule
The Motor Vehicle /Your Motor Vehicle	The Motor Vehicle the registration number and other particulars of which are set out in the Schedule
The Participant/ The Company/ You/Your	The person or people named in Your Schedule and in the Motor Vehicle registration card
The Schedule/ Your Schedule	The Schedule shows Your personal details, details of Your cover, details of Your Motor Vehicle cover under this Takaful Certificate, endorsements and Takaful Contribution. The Schedule is issued to You with Your Takaful Certificate
The Third Party/ Third Party	A person or persons who make(s) a claim or claims against You under this Takaful Certificate

SECTION 1- LOSS OR DAMAGE TO YOUR MOTOR VEHICLE

What You are covered for

We will cover You for loss or damage of/to Your Motor Vehicle:-

- | | | |
|-----------------------------|-------|--|
| Accidental Collision | (i) | from accidental collision or accidental overturning |
| | (ii) | from collision or overturning caused by Mechanical Breakdown (as defined in this Takaful Certificate) |
| Fire | (iii) | due to fire or fire caused by external explosion or self-ignition or lightning |
| Theft | (iv) | due to theft of Your Motor Vehicle or any standard and original accessories but expressly excluding personal property or belongings AND PROVIDED THAT in the case of theft of the whole of the Motor Vehicle We must be satisfied:

a) that You have reported the theft of Your Motor Vehicle to the police; and
b) that Your Motor Vehicle cannot be recovered |
| Malicious Act | (v) | as a result of a malicious act |
| In Transit | (vi) | whilst in transit (including loading and unloading) by lift, elevator, road, rail, inland waterways but expressly excluding any sea route |

What You are not covered for:

- (i) anything stated or mentioned in the general exclusions of this Takaful Certificate
- (ii) anything an endorsement says is not covered
- (iii) wear, tear and depreciation
- (iv) loss of value of Your Motor Vehicle
- (v) any loss of use
- (vi) mechanical, electrical, electronic, computer failures or breakdowns or breakages
- (vii) damage to tyre (s) from braking, punctures, cuts or bursts unless the tyre (s) is/are damaged in an accident covered by this Takaful Certificate
- (viii) loss or damage to accessories which are not standard and original accessories
- (ix) loss of or damage to radio, telephone(s), television equipment(s) or two-way radio transmitter(s) or receiver(s)
- (x) loss of Your Motor Vehicle and/or standard and original accessories due to and from any act of dishonesty

- (xi) loss or damage to Your Motor Vehicle due to any unlawful act including from offences in contravention of the Customs Act, Cap 36, Laws of Brunei and the Road Traffic Act, Cap 68, Laws of Brunei and its subsidiary legislations
- (xii) loss or damage from Your Motor Vehicle being left unlocked or where the keys or other device(s) are left in or about Your Motor Vehicle or where the keys or other device(s) are left where they could easily be stolen or taken away
- (xiii) loss or damage arising from Your Motor Vehicle being filled with wrong fuel
- (xiv) loss of Your Motor Vehicle to anyone who has agreed to purchase it but who subsequently, failed to pay for it whether in full or in part
- (xv) any additional damage from Your Motor Vehicle being moved after an accident or fire
- (xvi) any other consequential loss
- (xvii) any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as set out in the Penal Code, Cap 22, Laws of Brunei
- (xviii) damage caused by overloading or strain
- (xix) damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle

TERMS FOR SECTION 1

Excesses/Excess

You must pay towards a claim the accidental damage excess or the territorial limit excess specified in the Schedule

Territorial Limit Excess

In the event of accident occurring outside Brunei Darussalam and Your Motor Vehicle is being repaired in that country/ territory, an additional excess of B\$1,000.00 will apply for each and every claim

Fire or Theft

In the event of claim caused by fire, theft or attempted theft or taking away without lawful authority leading to total loss or Your Motor Vehicle could not be found, an additional excess of B\$200.00 will apply

Option for Repair

We have the option to settle Your claim by repairing Your Motor Vehicle or paying in cash the amount of the loss or damage

Option for Replacement of Parts

We have the option to replace Your Motor Vehicle or any parts(s) therefore or any or all (as the case may be) of the standard and original accessories or spare parts.

Maximum amount liable for repair/replacement

In exercising Our option(s) for repair and replacement Our liability thereunder shall not exceed the market value of Your Motor Vehicle at the time of damage, loss or the amount stated as Your estimated value (sum covered) in the Schedule, whichever is lower

Towing Charges

Where Your Motor Vehicle is damaged under circumstances agreed under this Section 1, We will pay You any towing charges of up to a maximum amount of B\$200.00 to the nearest Vehicle workshop or at our option, to Your address as shown in the Schedule

Hire Purchase of Ijarah (Leasing) Agreements

If Your Motor Vehicle is the subject of a hire purchase or a Ijarah (leasing) agreement and We decide to pay in cash the amount of the loss or damage, payment will be made to the owner of the Motor Vehicle

Payment for Theft of whole of the Motor Vehicle

Payment for theft of the whole of Your Motor Vehicle shall only be made after hundred and eighty (180) days have elapsed

Other Takaful Certificate / Insurance Policy

If there is any other takaful certificate or insurance policy covering the same loss or damages as this Section 1, We will pay only our share of any claim

SECTION 2 - LEGAL LIABILITY FOR PERSONAL INJURY AND DAMAGE TO THIRD PARTY PROPERTY

What You are covered for

We will indemnify:-

- | | |
|--|---|
| Your legal liability | <ul style="list-style-type: none">i) You for the amount which You are legally liable to pay (including any legal costs and expenses) from death or bodily injury to any Third Party resulting from an accident caused by or arising from the use of or in connection with the loading or unloading of the Motor Vehicleii) You for damage to property of the Third Party caused by or in connection with the loading or unloading or an accident involving Your Motor Vehicle to the limit of B\$100,000.00iii) in the same way as You, any person authorised by You to drive Your Motor Vehicle PROVIDED THAT such authorised driver:- |
| Legal liability of Your Authorised Driver | <ul style="list-style-type: none">a) shall as though Your Authorised Driver were the Participant, observe fulfill and subject to the terms and conditions of this Takaful Certificate (insofar as they apply)b) is not entitled to indemnity under any other takaful certificate/insurance policyc) is permitted under the relevant provisions of the Road Traffic Act, Cap 68, Laws of Brunei to drive Your Motor Vehicle |

Cover for Legal Representative(s)

- iv) following the death of any person covered by this Takaful Certificate, the legal personal representative(s) of that person for any legal liability covered by this Section 2 PROVIDED THAT such legal personal representative(s) shall observe fulfill and be subject to the terms and conditions of this Takaful Certificate (insofar as they apply)

What You are not covered for

You are not covered for:-

- i) anything in the general exclusions of this Takaful Certificate
- ii) anything an endorsement says is not covered
- iii) liability to any person or damage caused or arising beyond the limits or any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- iv) liability incurred by any person covered under any other takaful certificate/insurance policy
- v) liability to any person arising out of and in the course of employment
- vi) liability to any person who being a member of Your and/or your authorised driver's household who is a passenger or passengers in Your Motor Vehicle
- vii) loss of or damage to property belonging to or held in trust or in the custody, care or control of You, Your authorised driver or any member of Your or Your authorised driver's household
- viii) any contractual liability
- ix) fines, penalties, punitive or exemplary damages
- x) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.
- xi) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven
- xii) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle
- xiii) compensation for damages in respect of judgments not in the first instance delivered or obtained from a Court of competent jurisdiction within Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan
- xiv) costs and expenses of litigation recovered by any claimant from You or Your authorised driver which are not incurred in and recoverable in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan

SECTION 3 – TOWING DISABLED VEHICLES

Cover under this section

- Towing Disabled Vehicle** This Takaful Certificate shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disable mechanically propelled vehicle and We will indemnify You in terms of Section 2 in respect of liability in connection with such vehicle provided that
- a) such towed vehicle is not towed for reward
 - b) We shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby

SECTION 4 - BREAKAGE OF GLASS (WINDSCREEN AND WINDOW)

Cover under this section

- Breakage of Glass** If Your Takaful Certificate is extended to include breakage of glass in windscreen and Window. We will pay for the cost of repairing or replacing the broken glass of up to the amount specified in Your Schedule

This section does not cover

- No Cover for Sun-roof** This section does not cover loss and/or damage to the Sun-roof of Your Motor Vehicle

SECTION 5 - NO CLAIM BONUS

- Your Bonus** Provided no claim has been made during any period of takaful Your No Claim Bonus will be increased in accordance with Our No Claim Bonus Scale applicable at the time You renew Your Takaful Certificate
- Effect of making a Claim** If You make one or more claim during the Period of Takaful, Your No Claim Bonus will be reduced when You renew Your Takaful Certificate
- No reduction of No Claim Bonus if claim made under section 4** You will not lose Your entitlement to the No Claim Bonus if You make a claim under Section 4-breakage of glass in windscreen and window

SECTION 6 -TERRITORIAL LIMITS AND USING YOUR MOTOR VEHICLE ABROAD

- Territorial Limits** This Takaful Certificate covers accidents caused by or arising out of the use of Your Motor Vehicle in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan
- Use of the Motor Vehicle outside the Territorial Limits** There will be additional Contribution in the event You wish to bring Your Motor Vehicle for use outside the territories named above and PROVIDED THAT We agree to extend Your territorial limits

GENERAL CONDITIONS

We will only provide the cover described in this Takaful Certificate if the following conditions are kept/met. Otherwise You may lose the benefit of Your Takaful Certificate or We may refuse to deal with Your claim

Changes in circumstances

You must inform Us in writing as soon as possible of any changes which may affect this Takaful Certificate. No change to Your Takaful Certificate will be valid until We confirm to You in writing

Maintenance of Your Motor Vehicle

You must take all reasonable steps to protect Your Motor Vehicle from loss or damage and keep it roadworthy and in good repair. In the event of claim We will have the right to examine Your Motor Vehicle

Police Report

In the case of theft or other criminal act(s) which may give rise to a claim under this Takaful Certificate, You shall give immediate notice to the police

Notification and Claim Procedure

You or Your legal representative must do the following when making a claim:

- i) inform Us as soon as possible, in any event not more than seven (7) working days from the date of the accident by telephone and in writing of any accident, injury, loss or damage giving full details
- ii) send Us any writ or summons and every relevant letter, claim or other document as soon as You receive it
- iii) inform Us in writing as soon as You know of any future prosecution, inquest or fatal inquiry connected with any accident for which there may be a liability under this Takaful Certificate
- iv) give Us all the information, help and assistance We need

You or Your legal representative must not:-

- (a) admit or deny any claim made against You
- (b) negotiate, pay or settle a claim without Our written permission

We have the right to:

- (a) take over and conduct in Your name the defence or settlement of any claim; and
- (b) try to get recoveries and compensation from anyone else at any time in Your name or in the name of anyone else claiming under this Takaful Certificate

Right of Subrogation

You shall, at Our expense and costs, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any right and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon Our payment for or making good any loss or damage under this Takaful Certificate, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us

Right of Recovery

If We pay a claim which is not covered by this Takaful Certificate because the law says We must, We can recover the costs from You or any other person who was liable

- We will not cover You for:-
- i) the cost of any legal expenses where You pursue or defend a case without Our agreement or against advice by the advocate and solicitor appointed by Us
 - ii) any claim where You are responsible for delay which We consider is prejudicial to the case
 - iii) any claim for which You have cover under another takaful certificate / insurance policy
 - iv) any claims relating to racing, rallies or competitions
 - v) anything in the general exclusions of this Takaful Certificate

Cancellation of Takaful Certificate

This Takaful Certificate may be cancelled:

- i) by You giving fourteen (14) days written notice to Us provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful Fund the Takaful Contribution You have paid on a pro-rata basis in proportion to when this Takaful Certificate was in force. The balance of the Takaful Contribution will be refunded to You after deduction of the wakalah fee and service charge for the cancellation. Cancellation will take effect from the date of the current Takaful Certificate, the Schedule and the Certificate of Takaful are received by Us
- ii) by Us giving fourteen (14) days written notice by registered post to You at Your last known address. If You are entitled to a refund this will be given to You

Rateable Proportion

If at any time any claim arises under this Takaful Certificate there is any other takaful certificate or insurance policy covering the same loss, damage or liability. We shall not be liable to pay or contribute more than Our rateable proportion of any loss, damage, compensation, costs or expenses PROVIDED THAT nothing in this condition shall impose on Us any liability from which but for this condition it would have been relieved under this Takaful Certificate

Authorised Workshops

In the event of the Motor Vehicle being involved in an accident, giving rise to a claim under Section 1, the Motor Vehicle must be sent to one of the workshops approved by Us ('the Approved Workshops') for repairs. It is agreed and understood that the Approved Workshops shall at all times be acting as principals and independent contractors and not as Our agents. We shall not be liable or responsible for any willful, fraudulent, dishonest or negligent acts or omissions of the Approved Workshop, its employees, agents or contractors

Provisions for where Accessories spare parts are not available in the territory where the Motor Vehicle is kept for repair

Where accessories or spare parts are not available in the territory where the Motor Vehicle is kept for repair, Our liability in respect of such accessories or spare parts are limited to:-

- i) the price quoted in the latest catalogue or price list prepared by the motor vehicle manufacturers or the manufacturers' agent(s) in the territory Motor Vehicle is held for repair; or
- ii) where such catalogue or price list is not available because the Motor Vehicle is no longer under production the price last obtained from the manufacturers' works plus reasonable costs of transportation

Average Clause

If the market value of the Motor Vehicle at the material time of the accident be of greater value than the estimated value (sum covered) specified in the Schedule, then Our maximum liability under this Takaful Certificate shall be determined by applying the following mathematical formula:

$$\frac{\text{Sum Covered}}{\text{Market Value}} \times \text{Cost of Repairs} = \text{Cost borne by Us minus Excess}$$

and You shall bear the difference between the Cost of Repairs and the amount to be borne by Us

Constructive Total Loss

In the event Your Motor Vehicle (covered under Section 1 of this Takaful Certificate) is damaged to the extent that the cost of repairs would exceed 50% of the estimated value (sum covered) specified in the Scheduler or 50% of the prevailing market value of Your Motor Vehicle, whichever is lower, We may at Our sole discretion and option pay You the prevailing market value of Your Motor Vehicle at the time of damage (but which sum not exceed the estimated value (sum covered) specified in the Schedule) as full and complete settlement of Your claim SUBJECT TO deduction of applicable excess(es). In such an event, the salvage shall become Our property

Indemnity in the event of a Total Loss

In the event of a total loss, whether actual or constructive to Your Motor Vehicle, Our liability shall be Your estimated value as specified in the Schedule (sum covered) or the market value of Your Motor Vehicle whichever is lower SUBJECT TO deduction of applicable excess(es). In such an event, the salvage shall become Our property

Market Value Clause

In the event of a total loss whether actual or constructive to Your Motor Vehicle, Our liability shall be Your estimate of the present value of Your Motor Vehicle (inclusive of standard and original accessories and spare-parts) or the market value of Your Motor Vehicle, whichever is lower.

In the event of a dispute, the market value of Your Motor Vehicle shall be determined by Us and the method adopted to determine the market value shall be at Our sole and absolute discretion and option as follows:-

- i) the valuation obtained by Us from the franchise holder, importer or distributor of the Motor Vehicle; or
- ii) the valuation obtained by Us from another reputable new motor dealer, second hand motor dealer or such other person as we may appoint; or
- iii) the average of the valuations obtained from (i) and (ii) above

The valuation determined by Us by adopting any one of the methods (i) to (iii) above shall be binding on You and shall be conclusive evidence in respect of the market value of Your Motor Vehicle in any legal proceedings against Us

Additional Accessories Clause

This Takaful Certificate does not cover You for loss or damage to any accessories fitted to Your Motor Vehicle except standard and original accessories (which are covered)

Authorised Driver

The person expressly authorised by You to drive the Motor Vehicle or a named driver in the Schedule is an authorised driver SUBJECT TO AND PROVIDED THAT the person driving the Motor Vehicle

- i) is permitted in accordance with the licensing or other laws regulations to drive the Motor Vehicle
- ii) is not holding a provisional driving licence
- iii) has not been disqualified from driving by order of a Court of Law or by any laws regulations

Sale, Transfer or Assignment of Your Motor Vehicle

No liability shall attach against Us under this Takaful Certificate and this Takaful Certificate shall be deemed to have been automatically cancelled (without any requirement to give notice) in the event that You, (whether or not subject to a Hire Purchase /Ijarah Lease Agreement), should sell or purport to sell, assign or transfer possession or ownership of the Motor Vehicle or assign Your rights or benefits, or claims under a Hire Purchase/Ijarah Lease Agreement, whether with or without written notification to, or consent by, the owner, PROVIDED HOWEVER THAT if You shall have notified Us of any such transaction in writing within two (2) days of such transaction, We may at Our absolute discretion, reinstate this Takaful Certificate upon payment of additional Takaful Contribution, if required and upon such other terms and conditions as We may at Our discretion impose. It is agreed that You shall not assign or transfer Your rights benefits and claims under this Takaful Certificate without Our prior consent in writing. Should We consented to an assignment or transfer of Your rights and interest in this Takaful Certificate, the period during which the interest was in You shall not accrue to the benefit of the assignee/transferee

Fraudulent Claim

If any claim made under this Takaful Certificate is in anyway fraudulent or if any false declaration is made or used to support a claim or if any fraudulent means or devices is used by You or by anyone on Your behalf to obtain any benefit(s) under this Takaful Certificate or if the loss or damage be occasioned by Your wilful act or connivance all benefits under this Takaful Certificate shall be forfeited and withdrawn and We shall be under no liability or obligation to make any payment under this Takaful Certificate

Takaful Principles and Distribution of Underwriting Surplus

TABARRU'

You hereby entrust to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful contribution will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract

WAKALAH

You hereby appoint Takaful Brunei Am Sdn Bhd as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the Takaful Certificate and Schedule. To this end, You agree to give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services.

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Takaful Brunei Am Sdn Bhd in a manner deemed fit by Takaful Brunei Sdn Bhd and in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to You as hibah upon renewal of this Takaful Certificate PROVIDED THAT You have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus entitled to You and it shall be donated as Tabarru' in the General Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself

Limitations as to Use

Your Motor Vehicle shall be used only for the purpose mentioned in the Certificate of Takaful

Costs of defending charges Under the Road Traffic Act Cap 68

We may, at Our absolute discretion pay for the costs of up to the maximum of B\$2,000.00, for defending any charge(s) preferred against You under the Road Traffic Act, Cap 68, Laws of Brunei

Applicable Laws and Jurisdiction

- i) In the case of accident(s), damage and/or loss occurring within Brunei Darussalam, the applicable law shall be the Motor Vehicle Insurance (Third Party Risks) Act, Cap 90, Laws of Brunei and the Road Traffic Act, Cap 68, Laws of Brunei and the parties agree that the courts of Brunei Darussalam shall have exclusive jurisdiction
- ii) In the case of accident, damage and/or loss occurring in Sabah, Sarawak and Wilayah Persekutuan Labuan, the applicable law shall be the Road Transport Act, 1987 (Malaysia) and the parties agree that the courts of Sabah, Sarawak and Wilayah Persekutuan Labuan shall have exclusive jurisdiction respectively

GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

1. A claim involving the Motor Vehicle covered by this Takaful Certificate while it is being:-
 - i) driven by a person who is under the influence of alcoholic drink or drugs
 - ii) driven by a person who is using it for any unlawful act (s) or purposes or other activities deemed or are prohibited (expressly or otherwise) by Shariah
 - iii) driven by a person who is not allowed to drive by this Takaful Certificate
 - iv) driven by a person who is not an Authorised Driver
 - v) driven by a person who does not hold a valid driving licence to drive Your Motor Vehicle unless that person has held and is not disqualified from holding or obtaining such a licence
 - vi) driven by a person who has been disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the Motor Vehicle
 - vii) driven by a person suffering from ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness while driving the Motor Vehicle
 - viii) used for purpose not allowed by this Takaful Certificate
 - ix) used otherwise than in accordance with the Limitations as To Use unless prior written consent is obtained from Us
 - x) used outside the permitted Territorial Limits
2. Any liability You have accepted by an agreement where normally the liability would not have existed without it
3. Any claim arising as a result of strike, riot or civil commotion

4. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military force or coup
5. You are not covered for:
 - i) death or bodily injury to any person being carried in or upon or entering in or alighting from Your Motor Vehicle
 - (ii) death or bodily injury; if directly or indirectly used by, contributed to by, or arising from:-
 - a) ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion
 - b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of it
 - (iii) loss or damage caused by or arising from Your Motor Vehicle being parked near to or within the vicinity of the entrance to a runway or landing path of an aircraft
6. Loss or damage caused directly by flood, typhoon, hurricane, volcanic eruption, earthquake or pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
7. Loss or damage caused directly by pollution or contamination
8. Loss or damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. For the purpose hereof, "Terrorism" is defined as 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

ENDORSEMENTS

The following terms conditions special perils will apply in addition to the terms conditions exclusions of the Takaful Certificate, when endorsed and specified in the Schedule thereto the Takaful Certificate

M2-Excesses/Excess

You are liable to pay the excesses /excess endorsed and specified in the Schedule to the Takaful Certificate in respect of each and every claim

M3P-Third Party Cover Only

Cover is limited to Third (Section 2 of the Takaful Certificate-Legal Liability for Personal Injury and Damage to Third Party Property

M5 (a) Accident To Paid Driver / Attendant

It is hereby understood and agreed that We will pay compensation on the scale provided below for bodily injury as herein after defined sustained by the driver/attendant in Your employment in direct connection with the Motor Vehicle and caused by violent accidental external and visible means which independently of any other caused (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:-

	Scale of Compensation
1) Death	\$1,000.00
2) Total and irrecoverable loss of sight in both eyes	\$2,000.00
3) Total loss by physical severance at or above the wrist or ankle of both hand or both feet or of one hand with one foot	\$2,000.00
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	\$2,000.00
5) Total and irrecoverable loss sight in one eye	\$1,000.00
6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$1,000.00
7) Total disablement from engaging in or giving attention to such persons occupation Per week for period not exceeding 13 consecutive weeks	\$5.00

Provided always that

- a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any occurrence and Our total liability shall not in the aggregate exceed the sum \$2,000.00 during any one period of takaful in respect of any such person
- b) No weekly compensation shall become payable until the total amount shall have been ascertained and agreed
- c) such person is not less than 18 nor more than 65 years of age at the time of such injury
- d) 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) and accident happening whilst such person is under the influence of intoxicating liquor or drugs
- e) such compensation shall be payable only with Your approval and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person
- f) If the number of persons (including the driver) in the Motor Vehicle at the time of the occurrence exceeds the number stated as the seating capacity in the Schedule We shall be liable only for a pro rata proportion of the compensation which otherwise would be payable

Subject otherwise to the Terms of this Certificate

M15-Hire Purchase or Ijarah (Leasing) Agreements

It is agreed that any payment We are liable under Section 1 of the Takaful Certificate for loss or damage to Your Motor Vehicle (which loss or damage is not made good by repair, reinstatement or replacement) will be paid to the owner of Your Motor Vehicle specified in the Schedule to the Takaful Certificate (**'the Owner'**) (Your Motor Vehicle being under Hire Purchase or Ijarah (leasing Agreement) and so long as the Owner is the owner of Your Motor Vehicle. It is further agreed that receipt for the payment issued by the Owner shall be deemed as full and final discharge of Our liability to You under Section 1

M19- Passenger Risk

It is hereby understood and agreed that General Exclusion 5 (i) of this Certificate is deemed to be cancelled

Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the number of persons stated in the schedule (in addition to the conductor if any and the driver) You shall repay to Us a rateable proportion to the amount payable by Us by reason of this Endorsement in respect of such accident in connection with the Motor Vehicle

Provided however that in totaling the number of persons concerned for the purposes of the preceding proviso such adjustments shall be made as are permitted under any legislation applying to the carriage of children in the Motor Vehicle

M25- Strike Riot And Civil Commotion

It is agreed that by this endorsement the words "strike riot and civil commotion" (see under GENERAL EXCLUSIONS of the Takaful Certificate) shall not apply to any accident loss damage or liability directly caused by:

- i) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance
- ii) the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act

PROVIDED THAT the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of any Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- i) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- ii) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences

In the event of any claim under this Endorsement You shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim

M39- Exclusion of Third Party Working Risk

It is hereby understood and agreed that except so far as is necessary to meet the requirements of the Legislation We shall be under no liability under Section 2 of this Certificate in respect of liability incurred by You arising out of the operation as a tool of the Motor Vehicle or of plant forming part of such Motor Vehicle or attached thereto

M40- Exclusion of Damage While in Use As a Tool of Trade

It is hereby understood and agreed that We shall be under no liability under Section 1 of this Certificate in respect of loss of or damage to the Motor Vehicle arising out of the operation as a tool of such Motor Vehicle or of any plant forming part of such Motor Vehicle or attached thereto

M41- Inclusion of Third Party Working Risks whilst in use as a tool of trade

We will provide cover under Section 2 of this policy for liability while Your Vehicle or any plant attached to or forming part of such vehicle is being operated as a Tool of Trade.

We will not cover liability arising from:

- a) The explosion of any vessel under pressure being part of plant attached to, or forming part of the motor vehicle.
- b) Subsidence, flooding or water pollution.

Except where such liability is required to be covered by the requirements of Road Traffic legislation.

M42- Overturning During Operation of the Motor Vehicle

It is hereby agreed and understood that We will indemnify You under Section 1 of this Takaful Certificate in respect of loss or damage resulting from overturning arising out of the operation as tool of such Motor Vehicle or of plant forming part of such Motor Vehicle or attached thereto.

M57 -Special Perils

In consideration of additional Takaful Contribution received from You, We will cover You for Flood, Typhoon, Hurricane, Tempest, Volcanic Eruption and Earthquake.

Special Provision:

In respect of flood:

- a) This Takaful Certificate does not cover any loss or damage caused by Your attempt to restart Your Vehicle after incurring flood damage as this may cause an electrical or mechanical fault.
- b) This Takaful Certificate does not cover any loss or damage resulting from Your attempt to navigate Your way through flood water causing Your Vehicle to break down.

M89-Breakage of Glass (windscreen and window)

In consideration of additional Takaful Contribution received from You, We will cover You for the cost of (windscreen and window) replacing or repairing (as the case may be) breakage of glass in the windscreen or window of up to the amount specified in the Schedule

The cover under this Endorsement will automatically terminate once the glass has been replaced or repaired. You may however renew the cover by payment of additional Takaful Contribution.


Any claim made under this Endorsement will not affect Your No Claim Bonus but You are liable to pay the Breakage of Glass (windscreen and window) excess specified in the Schedule



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Branches & Counters

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