

PRODUCT DISCLOSURE SHEET	TAKAFUL BRUNEI AM SDN BHD		
<p><b>(Read this Product Disclosure Sheet before you decide to take up the <i>Product</i>. Be sure to also read the general terms and conditions. Seek clarification from us if you do not understand any part of this document or general terms).</b></p>	<b>PRIVATE MOTOR TAKAFUL</b>		
	Date: 01/01/2021		
	<b>1. What is this product about?</b>		
<p>This Private Motor Takaful provides cover against loss or damage to your own vehicle due to accidental collision or accidental overturning, fire or theft, malicious act, whilst in transit, third party bodily injury and third party property damage.</p> <p>Private Motor Takaful is a one year cover, which can be renewed annually.</p>			
<b>2. What are the Shariah concept applicable?</b>			
<ol style="list-style-type: none"> <li><b>At-Tabarru'</b>: Donation or Takaful contribution that will be donated into a fund (Participant's Risk Fund/Takaful Fund) to help other Participants in the event of misfortune.</li> <li><b>Al-Wakalah</b>: You agree to appoint Takaful Brunei Am Sdn Bhd ("Us/Our/We") as <i>wakeel</i> (agent) to administer, manage, invest according to Shariah Principle and distribute the Participant's Risk Fund/Takaful Fund to other eligible Participants subject always to the terms and conditions stated in the Takaful Certificate. To this end, you agree to give <b>35%</b> of the takaful contribution to us as Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Us at a percentage as approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.</li> </ol>			
<b>3. What are the coverage and exclusions provided?</b>			
The Takaful Certificate covers:			
No.	Coverage	Comprehensive	Third Party
1	Loss or damage to own vehicle due to accidental collision or accidental overturning	√	x
2	Loss or damage to own vehicle from collision or overturning caused by Mechanical Breakdown	√	x
3	Loss or damage to own vehicle due to fire / theft	√	x
4	Loss or damage to own vehicle as a result of a malicious act	√	x
5	Loss or damage to own vehicle whilst in transit	√	x
6	Personal Accident Takaful	√	x
7	Third Party Bodily Injury and death	√	√
8	Third Party Property Damage	√	√

Additional coverage for Comprehensive Private Motor Takaful that you have the option to choose:

Coverage	Classic Comprehensive	Executive Comprehensive	Prestige Comprehensive
Loss or damage to vehicle	✓	✓	✓
Legal Liability for Third Party Bodily Injury and Damage to Third Party Property	✓	✓	✓
Towing	✓	✓	✓
Key System Replacement	✓	✓	✓
Additional Coverage for Comprehensive cover	Coverage Limit for Executive Comprehensive	Coverage Limit for Prestige Comprehensive	
Excess Buy Back	100% Excess	100% Excess	
Breakage of Glass (windcreens or Windows)	\$500	Full Cover	
Strike, Riot and Civil Commotion	Full Cover	Full Cover	
Flood and Special Perils	x	Full Cover	
Fallen Objects	x	Full Cover	
No Claim Bonus (NCB) Protection	x	No Loss of NCB	
Personal Accident for Passenger	x	\$10,000 Per Person (Aggregate: \$50,000 Any One Accident)	
Legal Liability to Passengers	x	\$500,000 Any One Accident	
Legal Liability of Passenger for Acts of Negligence	x	\$300,000 Any One Accident	
Accessories Coverage	x	Up to \$2,000	

Additional coverage for Third Party Private Motor Takaful:

Coverage	Third Party	Third Party Plus
Legal Liability for Third Party Bodily Injury And Damage to Third Party Property	✓	✓
Towing	✓	✓
Excess Buy Back	✓	✓
Additional Coverage for Third Party cover		Coverage Limit for Third Party Plus
Personal Accident for Passengers		\$10,000 Per Person (Aggregate: \$50,000 Any One Accident)
Legal Liability to Passengers		\$500,000 Any One Accident
Legal Liability of Passengers for Acts of Negligence		\$300,000 Any One Accident

**General Exclusions:**

Your Takaful Certificate does not cover any of the following:

1. A claim involving the Motor Car covered by this Takaful Certificate while it is being: -
  - i) driven by a person who is under the influence of alcoholic drink or drugs, whether or not below any prescribed legal limits;
  - 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 under 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 license to drive Your Motor Car unless that person has held and is not disqualified from holding or obtaining such a license;
  - 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 Car;
  - 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 Car;
  - 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; or

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 Car;
  - (ii) death or bodily injury; if directly or indirectly used by, contributed to by, or arising from:-
    - a) ionizing radiators or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion; or
    - b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of it.
  - (iii) loss damage caused by or arising from Your Motor Car 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; or
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.

#### **4. How much contribution do I have to pay?**

- a) The total Contribution that you have to pay for Comprehensive Private Motor Takaful may vary depending on the following factors:
  - i) Sum Covered of the Motor Car;
  - ii) Make and Model of the Motor Car;
  - iii) Cubic Capacity (cc) of the Motor Car;
  - iv) Year of Register;
  - v) Age of the Motor Car;
  - vi) No Claim Bonus (NCB); and
  - vii) Type of use of Motor Car.

- b) The total Contribution that you have to pay for Third Party Private Motor Takaful may vary depending on the following factors:
- i) Cubic Capacity (cc) of the Motor Car
  - ii) No Claim Bonus (NCB)
  - iii) Use of Motor Car

Following Table are for the Additional Contribution on the additional coverage:

Coverage	Executive Comprehensive	Prestige Comprehensive	Third Party Plus
Additional Contributions	\$70	\$250	\$25

You can get a quote from the Takaful Brunei Mobile application or contact TBA Call Centre 2244000 or go to the nearest counter or branches.

#### 5. What are the fees and charges that I have to pay?

1. What you have to pay in addition to the Takaful Contribution amount:-

- Stamp duty: BND 0.10 per Takaful Certificate.

2. What is included in the Takaful Contribution amount: -

For direct participation (including the Takaful Brunei Mobile application, TBA Call Centre and Counters/Branches): -

- Wakalah Fees are up to maximum of 35% of Takaful Contribution.

For participation through Authorized Agent: -

- The agent will receive commission from Us based on a percentage of the total takaful contribution.

3. What you have to pay if there are any changes to the Takaful Certificate: -

- Cancellation Fee: BND 10.00 per Takaful Certificate
- Endorsement Charges: Any Refund or Additional Contribution plus Service Charge of BND 10.00 per Takaful Certificate

#### 6. What are some of the important notes that I should know?

- **Importance of disclosure** – You must take reasonable care to ensure that all your answers to the questions are full, complete, correct and honest and to the best of your knowledge. You also have a duty to inform us of any change in the information given to us earlier before we issue the certificate schedule to you, before you renew or change any of the terms of your certificate. If you don't, your certificate may be cancelled or treated as if it never existed, or your claim rejected or not fully paid.
- **Maintenance of Your Motor Car** – You must take all reasonable steps to protect Your Motor Car 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 Car.
- **Sum Covered** – the covered value of Your Motor Car must reflect the market value. If the Sum Covered is

less than the market value, the average clause will apply.

- **Average Clause** – If the market value of the Motor Car at the material time of the accident is 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 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.

- **Excess** – the amount that You must pay towards a claim and specified in Your Schedule.
- **Endorsements** – this can be processed either through our TBA Call Centre at 2244000 or go to the nearest counter or branches.
- **Sale, Transfer or Assignment of Your Motor Car** – 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 Car 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 Contributions, 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 consent 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.
- **Territorial Limit** – the coverages cover territorial limit within Brunei Darussalam, Sabah, Sarawak and Wilayah Persekutuan Labuan.

#### **Claims Procedure:**

In the event of an occurrence that may give rise to a claim, you must notify us immediately within 24 hours of the accident or by the next working day (excluding Saturday, Sunday and Public Holiday) by contacting our **Claims Hotline number at: +673 7184000**. You are also required to report any theft incident to the nearest Police Station within 24 hours. All of the documentations to be submitted to our Claims Department within 7 days after the happening of such loss or damage.

#### **Document Required**

Please provide us with all of the following documents relating to your claim:

Documentation	Type of Claim	
	MCG	Non MCG
Original/copy Takaful Certificate	√	√
Original Police 252 or 33	×	√
Copy of Police Statements	×	√
Copy of IC and Driving License	√	√
Copy of vehicle registration (Blue card)	√	√
Fire Brigade report (for burnt Vehicle)	√	√

Note: For further information on claims, you may check our website at [www.takafulbrunei.com.bn](http://www.takafulbrunei.com.bn) or contact our **Claims Hotline number at: +673 7184000**

### 7. What do I need to do if there are changes to my contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

### 8. What happen in the event of cancellation?

In the event of cancellation, you may inform us by giving fourteen (14) days written notice provided no claim has occurred in the current Period of Takaful. We shall retain in the General Takaful Fund the Takaful Contribution paid by you 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 Takaful Certificate are received by us. This Takaful may also be cancelled at our option by sending fourteen (14) days' notice by registered mail to your last known address in which case we shall apply the same procedure in respect of the Takaful Contribution as aforesaid.

### 9. What is a notice of expiry?

It is a notice to you that your Takaful Certificate will be expired soon. Notice will be sent to your mobile number via SMS or by letter.

### 10. What happens in the event that Takaful agent ceases to operate?

If our Authorized Agent that issued your Takaful certificate ceased its operation, your Takaful Certificate is still valid until its expiry date. You can renew, do any endorsement and cancellation for their Takaful certificate at any of our counters and branches.

### 11. What are the documents that I need to submit to apply for this product?

Documents require are:-

For new Participant:

- 1) Proposal Form duly completed and signed
- 2) Copy of Participant's Identity Card
- 3) Copy of Participant's Driving License
- 4) Copy of previous Certificate Schedule
- 5) Copy of Bluecard
- 6) Copy of Named Driver Identity Card and Driving License

For renewal Participant:

- 1) Renewal proposal form duly completed and signed
- 2) Copy of previous Certificate Schedule

### 12. Where can I get assistance to redress?

- If you have difficulties, you must contact us the earliest possible. You may contact us at:

**Takaful Brunei Am Sdn Bhd**  
**Ground Floor, Unit 9 & 10**  
**Simpang 493. Kg Beribi**  
**Jalan Gadong BE1118**  
**Negara Brunei Darussalam**  
**Tel: 2244000**  
**E-mail: [enquiry@takafulbrunei.com.bn](mailto:enquiry@takafulbrunei.com.bn)**

- If your query or complaint is not satisfactorily resolved by us, you may contact Financial Consumer Issues, Autoriti Monetari Brunei Darussalam via email at [fci@ambd.gov.bn](mailto:fci@ambd.gov.bn) or walk-in at their address as follows:

Level 7, Financial Consumer Issues Autoriti  
Monetari Brunei Darussalam Ministry of  
Finance and Economy Building  
Commonwealth Drive  
Brunei Darussalam  
Tel: 2380007

### 13. Where can I get further information?

For further information on similar plan, you may check our website at [www.takafulbrunei.com.bn](http://www.takafulbrunei.com.bn) or go to our nearest counters or branches.

#### IMPORTANT NOTE:

##### *Private Motor Takaful*

**YOU SHOULD ENSURE THAT YOUR VEHICLE IS COVERED AT THE APPROPRIATE AMOUNT. IN THE EVENT OF AN ACCIDENT, YOU ARE ADVISED TO DEAL WITH APPROVED WORKSHOPS. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO LODGE AND SUBMIT YOUR CLAIM TO TAKAFUL BRUNEI AM WITHIN 24 HOURS OR NEXT WORKING DAY. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT TAKAFUL BRUNEI AM DIRECTLY FOR MORE INFORMATION.**

*The terms and conditions indicated in this Product Disclosure Sheet are indicative and not binding on Takaful Brunei Am Sdn Bhd. The final terms and conditions are as stipulated in the Takaful certificate after Takaful Brunei Am Sdn Bhd's assessment.*