





Takaful Brunei Am Sdn Bhd
Unit 9 & 10, Simpang 493
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Negara Brunei Darussalam

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PRIVATE MOTORCYCLE TAKAFUL 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 Motorcycle 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 Motorcycle 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 Motorcycle Takaful form is for Third Party Cover only, the applicable provisions of this Takaful Certificate are: -

- i. sections 2 and 4
- ii. meaning of words
- iii. general exclusions
- iv. general conditions
- v. endorsements (where specified)

Conditions Precedent to Our Liability under this Takaful Certificate

The due observance and fulfilment 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 and Declaration for Motorcycle Takaful form shall be conditions precedent to any liability by Us to make any payment of benefit under this Takaful Certificate.

In addition, You shall co-operate fully with Us and will fully and faithfully disclose all material facts and matters You know or ought to know and will upon request execute any document to empower Us to obtain relevant information, at Your own expense.

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, Endorsement(s) and renewal (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.

Takaful Certificate	The certificate issued by Us in accordance with the provisions of the Motor Vehicles Insurance (Third Party Risks) Act, Cap 90, Laws of Brunei Darussalam, which is evidence that You have a valid Takaful cover with Us and, which has not expired or has not been cancelled.
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate and for Your 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 at Our 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 an office at Unit 9 & 10, Simpang 493, Kg Beribi, Jalan Gadong BE1118, Brunei Darussalam.
Takaful Contribution	The sum(s) specified as Takaful Contribution in Your Schedule.
The Motorcycle /Your Motorcycle	The Motorcycle including manufacturer's standard options and accessories fitted to it and other particulars of which are specifically listed in the Schedule.
The Participant/ You/Your	The person or people named in Your Schedule and in the Motor Vehicle Registration Book.
The Schedule	The Schedule shows Your personal details, details of Your cover, details of Your Motorcycle Covered 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 MOTORCYCLE

What You are covered for

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

- | | |
|-----------------------------|--|
| 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 Motorcycle 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 Motorcycle, We must be satisfied: -

a) that You have reported the theft of Your Motorcycle to the police; and
b) that Your Motorcycle cannot be recovered. |
| Malicious Act | v) as a result of a malicious act; and |
| 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

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 Motorcycle;
- (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) or two-way radio transmitter(s) or receiver(s);
- (x) loss of Your Motorcycle or standard and original accessories due to and from any act of dishonesty;
- (xi) loss or damage to Your Motorcycle 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 Motorcycle being left unlocked or where the keys or other device(s) are left in or about Your Motorcycle 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 Motorcycle being filled with wrong fuel;
- (xiv) loss of Your Motorcycle 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 Motorcycle being moved after an accident or fire;
- (xvi) any other consequential loss; or
- (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.

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 Motorcycle is being repaired in that country/ territory, an additional excess of B\$500.00 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 Motorcycle could not be found, an additional excess of B\$100.00 will apply.

Option for Repair

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

Option for Replacement of Parts

We have the option to replace Your Motorcycle or any part(s) thereof 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 Motorcycle 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 Motorcycle is damaged under circumstances agreed under this Section, We will pay You any towing charges of up to a maximum amount of B\$50.00 to the nearest workshop or at Our option, to Your address as shown in the Schedule.

Hire Purchase or Ijarah (Leasing) Agreements

If Your Motorcycle is the subject of a hire purchase or an 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 Motorcycle.

Payment for Theft of whole of the Motorcycle

Payment for theft of the whole of Your Motorcycle shall only be made after one 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, 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 you for: -

Your legal liability

- 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 Your Motorcycle;
- ii) You for damage to property of the Third Party caused by or in connection with an accident involving Your Motorcycle to the limit of B\$100,000.00; and
- iii) in the same way as You, any person authorised by You to ride Your Motorcycle.

PROVIDED THAT such authorised rider: -

Legal liability of Your Authorised Rider

- (a) shall as though Your Authorised Rider was the Participant, observe fulfill and be 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 policy; and
- (c) is permitted under the relevant provisions of the Road Traffic Act, Cap 68, Laws of Brunei to ride Your Motorcycle.

Cover for Legal Representative(s)

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 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 passenger being carried for hire or reward;
- (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 or Your authorised rider's household who is a passenger or passengers in Your Motorcycle;
- (vii) loss of or damage to property belonging to or held in trust or in the custody, care or control of You, Your authorised rider or any member of Your or Your authorised rider's household;
- (viii) any contractual liability;
- (ix) fines, penalties, punitive or exemplary damages;
- (x) compensation for damages in respect of judgements not in the first instance delivered or obtained from Court of competent jurisdiction within Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan; or
- (xi) costs and expenses of litigation recovered by any claimant from You or Your authorised rider which are not incurred in and recoverable in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan.

SECTION 3 - 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.

SECTION 4- TERRITORIAL LIMITS AND USING YOUR MOTORCYCLE ABROAD

Territorial Limits

This Takaful Certificate covers accidents caused by or arising out of the use of Your Motorcycle in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan.

Use of the Motorcycle outside the Territorial Limits

There will be additional Contribution in the event You wish to bring Your Motorcycle 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 changes to Your Takaful Certificate will be valid until We confirm to You in writing.

Non-Disclosure of Facts

If proven where there is misrepresentation or non-disclosure of facts, this Certificate shall become void and We will not be liable to pay the takaful benefit.

Maintenance of Your Motorcycle

You must take all reasonable steps to protect Your Motorcycle 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 Motorcycle.

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 (excluding Saturday, Sunday and Public Holiday);
- 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.

Motor Claim Guideline (MCG)

1. Pursuant to Section 33 of the Road Traffic Act (Amendment) Order, 2017, which is deemed to have commenced on 14th August 2017, You must stop Your vehicle in the event of an accident and take the following steps as applicable:
 - (i) As the rider, provide Your particulars if You have been requested to provide Your particulars;
 - (ii) As the rider, take reasonable steps to inform the owner (if any) of the damaged vehicle or structure, or injured animal, of the damage or injury caused to the vehicle, structure or animal;
 - (iii) Report the accident to the police within 24 hours after the accident if the following has not occurred:
 - a. The other driver has provided his/her particulars to You when requested;
 - b. The owner referred to in Item 1(ii) has contacted You;
 - c. You were prevented from making a report by a cause that is sufficient in the circumstances.
2. The particulars referred to in Item 1(i) includes:
 - (i) The name and address of the driver of the motor vehicle;
 - (ii) The name and address of the owner of the motor vehicle;
 - (iii) The identification marks of the motor vehicle.
3. Regardless of whether or not You are going to make a claim under this Certificate, if Your vehicle is involved in an accident or is otherwise damaged or lost, You must:
 - (i) Take reasonable steps to limit and prevent further loss, damage or injury; and
 - (ii) Send Your vehicle for inspection (whether damaged or not) to the Claims Division and report Your accident within 24 hours of the accident or by the next working day (excluding Saturday, Sunday and Public Holidays).

**Note: All incidents must be reported within the prescribed timeline after the accident or even if there is no visible damage, unless proper justification is given and approved under Our discretion.*
4. Where You fail to report Your accident within the required timeframe:
 - (i) We may repudiate liability and deny indemnity under this Certificate;
 - (ii) We may cancel or decline renewal of Your Certificate; and
 - (iii) Your No Claim Bonus will be affected.
5. The liability of all the parties involved in the accident will be subject to the apportionment of liability as per the appropriate scenario depicted in the Brunei Insurance Takaful Association (BITA) Liability Assessment Directives (LAD) Chart. Where the scenario of the accident is not listed, the parties involved in the accident shall seek assistance from the Brunei Insurance Takaful Association (BITA) Motor Sub-Committee appointed Panel of Adjudicators (POA) to guide on the appointment of liability for each party involved in the accident. All rulings and apportionment of liability by the POA will be considered precedent and binding.

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 maybe 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

In the event that We pay a claim which is not covered by this Takaful Certificate but by reason or the requirement of the relevant and applicable laws, We have the absolute right to recovery all sums paid (including costs) by Us 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, the use by You of the Motorcycle for hire or reward or in connection with the Motor Trade; or
 - 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 of B\$10.00 for the cancellation. Cancellation will take effect from the date the current Takaful Certificate and the Schedule 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

We will not cover you for any loss, damage or liability covered under this Takaful Certificate in the event that the same loss damage or liability is also covered by any other takaful certificate or insurance policy. Except that if we shall not be entitled to deny or exclude coverage under this condition then we shall only be liable to pay or contribute our rateable proportion of any claim, loss, damage compensation, costs or expenses provided also that nothing in this condition shall impose on Us any liability which but for this condition it would have been denied or excluded under this Takaful Certificate.

Authorised Workshops

In the event of the Motorcycle being involved in an accident, giving rise to a claim under Section 1, the Motorcycle 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 Motorcycle is kept for repair.

Where accessories or spare parts are not available in the territory where the Motorcycle 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 manufacturers or the manufacturers' agent(s) in the territory Motorcycle is held for repair; or
- ii) where such catalogue or price list is not available because the Motorcycle 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 Motorcycle 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 Motorcycle (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 Schedule or 50% of the prevailing market value of Your Motorcycle, whichever is lower, We may at Our sole discretion and option pay You the prevailing market value of Your Motorcycle 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 Motorcycle, Our liability shall be Your total estimated value as specified in the Schedule (sum covered) or the market value of Your Motorcycle 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 Motorcycle, Our liability shall be Your estimate of the present value of Your Motorcycle (inclusive of standard and original accessories and spare-parts) or the market value of Your Motorcycle, whichever is lower.

In the event of a dispute, the market value of Your Motorcycle 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 Motorcycle;
- ii) the valuation obtained by Us from another reputable new Motorcycle dealer, second hand Motorcycle 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 Motorcycle 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 Motorcycle except standard and original accessories (which are covered).

Authorised Rider

The person expressly authorised by You to ride the Motorcycle or a named rider in the Schedule is an authorised rider SUBJECT TO AND PROVIDED THAT the person driving the Motorcycle.

- i) is permitted in accordance with the licensing or other laws regulations to ride the Motorcycle;
- ii) is not holding a provisional driving license;
- iii) has not been disqualified from driving by order of a Court of Law or by any laws or regulations.

Sale, Transfer or Assignment of Your Motorcycle

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 Motorcycle 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 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.

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 willful 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 Your Takaful Contribution to Us, of which 65% of which will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

WAKALAH

You hereby appoint Us as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in the times of misfortune, subject always to the terms and conditions stated in this Takaful Certificate and the Schedule. To this end, You agree to give 35% of the Takaful Contribution to Us as Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from surplus of the Takaful Fund (if any) to Us at a percentage approved by Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree that the underwriting surplus arising from the said Fund, if any, shall be managed by Us in a manner deemed fit by Us and accordance to 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, if any, 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, subject to Our discretion and the integrity of the Takaful Fund itself. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus distributed to You and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

Limitations as to Use

Your Motorcycle shall be used only for social, domestic and pleasure purposes and for Your own business.

This Takaful Certificate does not cover use for hire or reward, racing, pace making, reliability trial, speed-testing or the Carriage of goods (other than samples) in connection with any trade or business or use for any purpose in connection with the Motor Trade.

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 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 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 Motorcycle covered by this Takaful Certificate while it is being: -
 - a) ridden by a person who has consumed or is under the influence of alcoholic drink or drugs, whether or not below any prescribed legal limits;
 - b) ridden 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;
 - c) ridden by a person who is not allowed to ride by this Takaful Certificate;
 - d) ridden by a person who is not an Authorised Rider;
 - e) ridden by a person who does not hold a valid license to ride Your Motorcycle unless that person has held and is not disqualified from holding or obtaining such a license;
 - f) ridden 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 Motorcycle;
 - g) ridden by a person suffering from ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness while riding the Motorcycle;
 - h) used for purpose not allowed by this Takaful Certificate;
 - i) used otherwise than in accordance with the Limitations as To Use unless prior written consent is obtained from Us; or
 - j) 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 for which You have cover under another takaful certificate / insurance policy;
4. Any claim arising as a result of strike, riot or civil commotion.
5. 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.
6. You are not covered for:
 - a) death or bodily injury to any person being carried in or upon or entering in or alighting from Your Motorcycle;
 - b) death or bodily injury; if directly or indirectly used by, contributed to by, or arising from: -

- i. ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion; or
 - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of it.
- c) loss damage caused by or arising from Your Motorcycle being parked near to or within the vicinity of the entrance to a runaway or landing path of an aircraft.
- 7. 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.
- 8. Loss or damage caused directly by pollution or contamination.
- 9. 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 Party Cover Only (Section 2 of the Takaful Certificate-Legal Liability for Personal Cover Only Injury and Damage to Third Party Property).

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 Motorcycle (which loss or damage is not made good by repair, reinstatement or replacement) will be paid to the owner of Your Motorcycle specified in the Schedule to the Takaful Certificate ("the Owner") Your Motorcycle being under Hire Purchase or Ijarah (Leasing Agreement) and so long as the Owner is the owner of Your Motorcycle. 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.

M15A - Employer's Financing Facility

You have instructed Us and You have agreed that until We have received written notice from You to instruct otherwise, any payment We are liable to pay to You under the Takaful Certificate for loss or damage to Your Motorcycle will be paid to Your employer named in the Schedule. It is further agreed that receipt for the payment issued by Your employer shall be deemed as full and final discharge of Our liability to You for the said loss and damage.

MKSR - Key System Replacement

In consideration of the additional Takaful Contribution received from You, We will cover the cost of Your Key System Replacement in the event Your Motorcycle keys have been stolen of up to the amount specified in the Schedule. On the Condition that there must be proof of forced entry into Your house and You must report the theft of Your keys to the Police. The cover under this Endorsement will be automatically terminated once the Key System has been replaced. 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.

MCEBB100 - 100% Excess Buy Back

In consideration of the additional Takaful Contribution received from You, We will waive any excess incurred where the cost of repairs exceed the applicable excess specified in the Schedule in the event of a claim being made under this Certificate. Should We consent to the transfer of interests in this Certificate, this Endorsement shall be deemed cancelled and have no effect unless the transferee applies for this Excess Buy Back Cover and satisfies the requirements for the granting of this Cover.

MC89 - Windshield cover

In consideration of the additional Takaful Contribution received from You, We will cover You for the cost of replacing or repairing (as the case may be) breakage of windshield up to the amount specified in the Schedule. No excess applied for this cover. Any claim made under this cover will not affect Your No Claim Bonus.

MC25 - 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 minimizing 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 minimizing 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 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 arising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with an organization 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 traceable to any said occurrences or any consequences thereof and in the default of such proof We shall not be liable to make any payment in respect of such a claim.

MCPA1 & MCPA2 - Accidental Death/Permanent Total Disability of Participant/Pillion

In consideration of the additional contribution that You paid Us for this endorsement, it is hereby declared and agreed that if You or Your Pillion sustain any bodily injury or death that is caused solely and directly by violent accidental external and visible means whilst boarding, alighting, riding, repairing and changing tyres at the roadside of the Motorcycle, payment of benefits will be paid as stated in the Schedule in respect of: -

- i. death; or
- ii. permanent loss of all sight in one or both eyes; or
- iii. loss of any limb.

This benefit does not provide coverage under any of the following circumstances:

- i. Loss caused directly or indirectly, wholly or partly;

- a) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - b) by any kind of disease or sickness;
 - c) by medical or surgical treatment; or
 - d) childbirth, miscarriage, pregnancy or any complications thereof.
- ii. Intentional self-inflicted injuries, insanity, suicide or any attempt thereat (sane or insane);
 - iii. Death or 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;
 - iv. Any pre-existing conditions or physical defect or infirmity, fits of any kind;
 - v. While You are participating in a brawl or strike, riot, civil commotion or demonstration. Any claim under this benefit shall not affect Your NCD entitlement and no Excess will apply. The cover is limited to one (1) occurrence in each Period of Takaful and reinstatement of this cover is not allowed;
 - vi. Anyone who is under the age of 18 years old or over 65 years old as at the date of the accident;
 - vii. Further loss of or injury to eye(s) or any limb with pre-existing condition/injury to the injury covered by this Takaful Certificate;
 - viii. Death or bodily injury whilst under the influence of alcoholic drink or drugs, whether or not below any prescribed legal limits; or
 - ix. Death or bodily injury arising from any activities prohibited expressly or otherwise by Shariah.

MCFO - Fallen Object

In consideration of the additional Takaful Contribution received from You, We will indemnify You if Your Motorcycle is damaged arising from the impact damage caused by falling objects provided no convulsions of nature is involved. Any claim made under this cover will not affect Your No Claim Bonus.

MC57 - Flood and Special Perils Cover

In consideration of the 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:

This Takaful Certificate does not cover any loss or damaged caused by Your attempt to restart Your Motorcycle after incurring flood damage as this may cause an electrical or mechanical fault.

This Takaful Certificate does not cover any loss or damage resulting from Your attempt to navigate Your way through flood water causing Your Motorcycle to break down.

Any claim made under this cover will not affect Your No Claim Bonus.

MCNCB - No Claim Bonus (NCB) Protection

In consideration of the additional Takaful Contribution received from You, it is hereby understood and agreed that You will not lose Your current NCB upon renewal of Your Takaful Certificate even after a claim has been made to Us, provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional Takaful Contribution is made.

MCH1 - Accessories Coverage

In consideration of the additional Takaful Contribution received from You, We will provide under Section 1 of this Certificate to cover the non-standard Accessories limited to helmets and trunk/top box up to the amount specified in the Schedule. You have to specify and list down Your additional accessories. This cover under this Endorsement will be automatically terminated once the accessories has been settled under this endorsement. You may however, renew the cover with payment of additional Takaful Contribution. Any claim made under this cover will not affect Your No Claim Bonus.



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