



TAKAFUL BRUNEI AM SDN BHD

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TBA PRIVATE MOTOR PRODUCT WORDING

INTRODUCTION

This is a Contract between You and Takaful Brunei Am Sdn Bhd for the TBA Private Motor cover based on what You have disclosed in the applicable Application Form and Your declaration.

You have applied for this cover with the Application Form and a declaration. In return for the Contribution, We will cover You for the applicable sections and Endorsements.

Each coverage will be subject to the limits specified in Your Personal Certificate. You should read the rest of Your complete Contract to see the full conditions, limitations, and exclusions.

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24-HOUR TOWING & ROADSIDE ASSISTANCE

TBA TOWING & ROADSIDE ASSISTANCE

For any roadside emergencies within Brunei Darussalam, Sabah, Sarawak or Wilayah Persekutuan Labuan, please contact:

HOTLINE: +673 244 4442
(Available 24/7)

In all communications with the TBA Towing & Roadside Assistance, please let them know your name and car license number.

Roadside emergency services included:

- Towing
- Jumpstart
- Battery Replacement
- Flat Tyre Change
- Fuel Delivery
- Lockout Assistance
- Drop-off

Note: *Any additional expenses, including but not limited to the cost of the battery, tyres and fuel are not covered under this Contract.*

TAKAFUL PRINCIPLES AND DISTRIBUTION OF UNDERWRITING SURPLUS

This takaful cover is a syariah compliant Contract, which is based on a principle of mutual cooperation and helping each other. Here are the principles that this Contract relies on:

Tabarru' – with Your Contribution entrusted to us, We will donate **65%** of it to the appropriate takaful fund to help other eligible participants under the same Contract.

Wakalah – with this Contract, You are appointing us to be a wakeel to administer, manage, invest, and distribute the takaful fund to other participants when they need the help. To perform the service, We will get **35%** of Your Contribution as a Wakalah fee. If there is an underwriting Surplus (hereinafter referred to as "Surplus") in the fund, We will receive a performance fee as a percentage of that Surplus for responsibly and sustainably managing the takaful fund. The percentage is approved by Our Syariah Advisory Body and does not exceed the portion of the Surplus distributed to all participants.

Surplus – any Surplus from the fund will be managed by us in ways We consider appropriate according to syariah principles. The Surplus will be used to strengthen the takaful fund and it will be distributed to You as hibah (gift) if any, upon renewal of this Contract provided that You have not incurred any claim under this Contract whilst it is in force subject to Our discretion and the integrity of the takaful fund itself. If You have incurred any claim or choose not to renew the Contract, no Surplus can be given to You, and it will be donated into the takaful fund for the benefit of all the participants and the fund itself.

CONDITIONS PRECEDENT TO OUR LIABILITY UNDER THE CONTRACT

Ensuring that You follow the terms of this Product Wording, including what You should or should not do, and providing accurate information in Your Application Form, is essential and shall be conditions precedent for us to consider any claims for benefits under this Contract.

TAKAFUL CONTRIBUTION

Should You require additional time to fulfil Your Contribution, please inform us. We may extend a grace period for You. In the absence of communication from You by the grace period's conclusion, Your participation will be terminated promptly. A pro-rated Contribution will be required to cover the duration where risk is borne on Our end.

DEFINITIONS

Certain words in this Product Wording or Your Personal Certificate issued have meanings shown below:

- 1. Accessories** means all video, audio and other equipment provided or fitted in/on Your Car as standard equipment by the Car manufacturer and/or distributor that are specifically listed in Your vehicle registration book (Blue Card).
- 2. Accident** means an unexpected and unintentional event that is violent, visible and external in relation to Your Car.
- 3. Application Form** means the proposal, application or questionnaire form (including any declarations, statements and disclosures made thereunder) completed and made by or for You, whether in person, online, over the phone or otherwise.
- 4. Authorised Driver** means any person who drives Your Car with Your consent or permission provided he or she holds a valid driving licence of the relevant type and is not disqualified to drive by law or for any other reason. For the avoidance of doubt, Authorised Drivers include both named and Unnamed Drivers.
- 5. Authorised Workshop** means the panel of workshops We have appointed and approved as per the listing accompanying the Certificate of Takaful/Insurance, such listing as may be amended or updated by Us from time to time.
- 6. Car** means the Car described in Your Personal Certificate and includes the manufacturer's standard options and accessories fitted to it that are specifically listed in Your vehicle registration book (Blue Card).
- 7. Constructive Total Loss** means that, at the time of loss or damage to Your Car, the estimated cost of repairs exceeds 50% of either (i) the amount covered as stated in the Schedule, or (ii) the market value of Your Car immediately before the loss, whichever is lower.
- 8. Contract** means the Application Form, Personal Certificate, Product Wordings and any Endorsements.
- 9. Contribution** means the sum(s) specified as takaful Contribution in Your Personal Certificate.
- 10. Endorsement** means authorised variation or amendment to Your Contract.
- 11. Excess** means the initial amount each and every claim under the Contract that You must bear, irrespective of who is at fault in the relevant Accident. The amount of the Excess and type of Excess is shown in Your Personal Certificate.
- 12. Fallen Objects** means any object that causes impact damage to Your Car, including but not limited to tree branches (non-storm related), construction debris, parts of buildings, poles or streetlights, components of aircraft or drones, billboards or signage, objects falling from buildings, sports equipment, and objects falling from other vehicles.
- 13. Household** means all members of Your or Your Authorised Driver's immediate family i.e. spouse, children (including legally adopted children), parents, brother(s) and sister(s).
- 14. Inexperienced Driver** means any driver who has held a valid driving license for 2 years or less, regardless of the jurisdiction in which the license was first obtained.

- 15. Malicious Acts** means intentional actions carried out with the purpose of causing harm, damage, or injury to individuals, property, or interests.
- 16. Market Value** means the cost to buy another similarly aged Car of the same make and model (or a similar make and model if the same is not available) with similar accessories and in a similar condition as Your Car at the time of loss.
- 17. Named Driver** means any person named in Your Personal Certificate under “Named Driver”.
- 18. No Claim Bonus/NCB** means the applicable discount of Your Contribution for not having made a claim or not having any claim made against You by any third party in accordance with the terms of this Contract.
- 19. Non-Standard Accessories** means any additional video, audio, or other equipment that is not provided or fitted as standard equipment by the car manufacturer and/or distributor but has been subsequently added to Your Car and is specifically listed in Your vehicle registration book (Blue Card).
- 20. Personal Certificate** means the Personal Certificate that shows Your personal details, details of Your cover, Endorsements, and Contribution. The Personal Certificate is issued to You with Your Product Wording.
- 21. Product Wording** means the specific terms, conditions, and coverage details outlined in Your Contract.
- 22. Public Holidays** means the official days in Brunei Darussalam when businesses, schools, and government offices close to celebrate important national, cultural, or religious events.
- 23. Surplus** means the surplus of Contributions over claims and expenses in a takaful fund, which may be distributed among participants or retained for future claims.
- 24. Tabarru’** means the portion of the Contribution paid by participants that is donated to the Takaful fund to help other participants in need.
- 25. Terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.
- 26. Theft** means a visible, forcible or violent entry into Your Car such that Your Car, accessories or spare parts are taken without Your consent.
- 27. Total Loss** means where Your Car is deemed irreparable.
- 28. Unnamed Driver** means any person who is not named as a named driver in Your Personal Certificate but who is authorised by You to drive Your Car.
- 29. Wakalah** means a contract where You appoint Us as Wakeel (agent) to administer, manage, invest and distribute the Takaful Fund in the event of claim and You agree to give Wakalah Fee for the services.
- 30. You/Your** means the participant named in the Personal Certificate.
- 31. We/Us/Our** means Takaful Brunei Am Sdn Bhd.

YOUR COVER

The extent of Your takaful cover depends on the type of cover You have taken up as specified in Your Personal Certificate.

SECTION 1 – LOSS OR DAMAGE OF YOUR OWN CAR

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged, lost or stolen, We will:

- a. Repair the damage;
- b. Replace the loss or damage, or replace what is damaged beyond economical repair; or
- c. Pay You the cost of loss or damage.

Unless stated otherwise in Your Personal Certificate, We will only pay You if the loss or damage is caused by the following perils:

a. **Accidents**

This includes accidental collision and accidental overturning.

For this cover, refer to the **MCG Section** for what You must do.

b. **Fire**

This includes external explosion, self-ignition, and lightning.

c. **Theft**

This includes Theft of Your Car or its spare parts, excluding any personal property or belongings.

For this cover, You must:

- i. Report the incident to the police immediately.
- ii. Confirm that Your Car is not recoverable.

We do not provide cover for loss or Theft of Your Car through deception, including but not limited to incidents where:

- i. Your Car is handed over to a buyer who fails to make payment, either partially or in full.
- ii. Keys are given to another party without appropriate precautions taken.

d. **Malicious Acts**

This includes any intentional damage caused to Your Car by Malicious Acts.

For this cover, You must report the incident to the police as soon as possible.

e. **Damage in Transit**

This includes damage whilst in transit (including loading and unloading) by lift, elevator, road, rail, inland waterways, except for any sea routes.

Conditions of Cover

The cover in this section will be subject to the following conditions:

- a. This coverage applies to all standard and original Accessories that were included in Your Car at the original time of purchase.
- b. Any repairs or replacements shall not exceed the Market Value of Your Car at the time of the damage and loss, or the amount stated as the estimated value of Your Car in Your Personal Certificate, whichever is lower.
- c. If Your Car is subject to a hire purchase or Ijarah (leasing) agreement, and We decide to pay for the cost of loss or damage in cash, the payments will be made to the owner of the Car.
- d. Any payments for Theft of Your Car will only be made after one hundred and eighty (180) days has elapsed from the reported time of Theft.

SECTION 2 – KEY SYSTEM REPLACEMENT

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your key system is accidentally damaged due to Theft, We will cover You for the replacement of the loss or damage.

Any claims for the replacement of Your key system must be submitted with a report from the police in the event of Theft.

Once the key system has been replaced, the cover under this section will be automatically terminated. You may renew the cover with the payment of additional Contributions.

Any claims made for under this section will not affect Your NCB.

SECTION 3 – LEGAL LIABILITY FOR PERSONAL INJURY OR DAMAGE TO THIRD PARTY PROPERTY

If an Accident from the use of Your Car leads to legal liability, We will provide You coverage for the amounts that You are legally liable to pay for the compensation for:

- a. Third-party death or bodily injury.
- b. Damage to third-party property, with a limit of B\$1,000,000.

This cover includes any legal costs and expenses, provided that You have obtained Our written consent before incurring them.

SECTION 4 – ROAD ASSISTANCE

If Your Car experiences a breakdown, We will arrange and pay for a dispatch of technicians to resolve the problem of the immobilisation of Your Car at the scene of the immobilisation. The services provided is limited to towing, jumpstart, battery change, flat tyre change, emergency fuel delivery, vehicle lockout assistance and drop-off service. Any additional expenses, including but not limited to the cost of the battery, tyres and fuel.

If the immobilisation of Your Car cannot be rectified on site or Your Car is damaged due to an Accident and cannot be driven due to safety reasons, We will arrange and pay for the towing of Your Car to Our Authorised Workshop.

If Your Car experiences a breakdown in Sabah, Sarawak, or Wilayah Persekutuan Labuan, Your Car will be towed to a workshop within the area or city.

Any costs for cross-border towing will be at Your own cost.

Any arrangements for towing that You make with service providers not authorized by Us will not be eligible for reimbursement.

SECTION 5 – PERSONAL ACCIDENT FOR DRIVER

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If You are accidentally injured due to an Accident that occurs in direct connection with the use of Your Car, We will pay You or Your legal representative the amount specified in Your Personal Certificate.

We will only pay You or Your legal representative in the case of:

- a. Death; or
- b. Permanent loss of sight in one or both eyes; or
- c. Loss of any limb.

Excluded From This Cover

We do not provide cover for:

- a. Any persons under the age of 18 or persons over the age of 65 at the date of the accident.
- b. Suicide, attempted suicide, or intentional self-harm, irrespective of mental state.
- c. Further loss of or injury to eye(s) or any limb with pre-existing condition/injury to the injury covered by this Contract.

SECTION 6 – EXCESS BUY-BACK

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged, We will waive any Excess incurred where the costs of repairs exceed the applicable Excess specified in Your Personal Certificate in the event of a claim.

SECTION 7 – BREAKAGE OF GLASS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your windscreen or window is damaged due to an Accident, We will pay You the cost of the repair or replacement.

Once the windscreen or window has been replaced, the cover under this section will be automatically terminated. You may renew the cover with the payment of additional Contributions.

Any claims made for under this section will not affect Your NCB.

SECTION 8 – STRIKE, RIOT AND CIVIL COMMOTION

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged due to a strike, riot or civil commotion, We will pay You the cost of the repair or replacement.

Excluded From This Cover

We do not provide cover for any Accident, loss, damage or legal liability that is directly caused by:

- a. 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.
- b. The wilful 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.

SECTION 9 – NATURAL DISASTERS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged due to a flood, windstorm (tempest), landslide, hurricane, earthquake, and volcanic eruption, We will pay You the cost of the repair or replacement.

Excluded From This Cover

For the cover for damage due to flood, We do not cover any loss or damage caused by:

- a. Any attempts to restart Your Car after a flood.
- b. Any attempts to navigate Your way through flood water.

Any claims made for under this section will not affect Your NCB.

SECTION 10 – FALLEN OBJECTS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged due to impact damage from a Fallen Object, without any involvement of convulsions of nature (including but not limited to flood, windstorm (tempest), landslide, hurricane, earthquake, and volcanic eruption), We will pay You the cost of the repair or replacement.

Any claims made for under this section will not affect Your NCB.

SECTION 11 – NO CLAIM BONUS (NCB) PROTECTION

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If You made a claim under Your Contract during the period of takaful, You would not lose Your current NCB upon renewal of Your Contract. The coverage under this section is deemed terminated following a settlement of a claim, unless You have reinstated it with additional Contribution.

You may refer to the **NCB Section** for details of Your NCB entitlements and its terms and conditions.

SECTION 12 – NON-STANDARD ACCESSORIES

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If the Non-Standard Accessories of Your Car are damaged, We will:

- a. Repair the damage;
- b. Replace the loss or damage, or replace what is damaged beyond economical repair; or
- c. Pay You the cost of loss or damage.

For this cover to apply, you must ensure that the Non-Standard Accessories are registered with the Jabatan Pengangkutan Darat (JPD) in Brunei Darussalam.

If You made a claim under Your Contract during the period of takaful, You would not lose Your current NCB upon renewal of Your Contract.

The coverage under this section is deemed terminated following a settlement of a claim, unless You have reinstated it with additional Contribution.

SECTION 13 – PERSONAL ACCIDENT FOR PASSENGERS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If a passenger or passengers of Your Car is accidentally injured due to an Accident that occurs in direct connection with the use of Your Car, We will pay the passengers or Your passengers' legal representatives the amount specified in Your Personal Certificate.

We will only pay You or Your legal representative in the case of:

- a. Death; or
- b. Permanent loss of sight in one or both eyes; or
- c. Loss of any limb.

No age limit will apply for this section.

SECTION 14 – LEGAL LIABILITY TO PASSENGERS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If an Accident from the use of Your Car leads to legal liability to Your passengers, We will provide You coverage for the amounts that You are legally liable to pay for the compensation for Your passenger's death or bodily injury.

This cover includes any legal costs and expenses, provided that You have obtained Our written consent before incurring them.

The maximum amount covered under this section will be B\$500,000 for any one Accident.

SECTION 15 – LEGAL LIABILITY OF PASSENGERS FOR ACTS OF NEGLIGENCE

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If an Accident from the use of Your Car leads to legal liability of passengers for their acts of negligence, We will provide You coverage for the amounts that You are legally liable to pay for the compensation for:

- a. Third-party death or bodily injury.
- b. Damage to third-party property.

This cover includes any legal costs and expenses, provided that You have obtained Our written consent before incurring them.

The maximum amount covered under this section will be B\$300,000 for any one Accident.

SECTION 16 – 3P NATURAL DISASTERS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged due to a flood, windstorm (tempest), landslide, hurricane, earthquake, or volcanic eruption, you will be entitled to a cash benefit. This is subject to proof of damage through a diagnostic test conducted at our authorized workshops, the cost of which shall be borne by You.

We will only pay You if the flood, windstorm (tempest), landslide, hurricane, earthquake and volcanic eruption caused the following damage to Your Car:

1. Total Loss.
2. Damage to engine or internal components which necessitates engine overhaul.
3. Impaired structural integrity that substantially compromises the safety, functionality, stability, aerodynamic and performance of a vehicle, including frame damage, bent axels and damaged crumple zones.
4. Malfunction or total electrical failure which necessitate electrical overhaul.

If the interior of your car is contaminated due to water intrusion or the accumulation of mud, sludge, or silt caused by a flood that necessitates interior and exterior cleaning, you will be entitled to a cash benefit for interior and exterior cleaning. This is subject to proof of necessity of cleaning through an inspection conducted at our authorized workshops, the cost of which shall be borne by You.

We will only pay You for the cleaning coverage if:

1. Water has entered and pooled inside the cabin, affecting the carpets, upholstery or electrical components.
2. Thick deposits of mud/sludge affecting ventilation systems, air ducts or under-seat areas.
3. Flood debris is clogging air vents, seat tracks, dashboard compartments, or electronic systems.

Once You have claimed under this section, the cover under this section will be automatically terminated. You may renew the cover with the payment of additional Contributions.

Any claims made for under this section will not affect Your NCB.

Excluded From This Cover

For the cover related to flood, We do not cover any loss or damage caused by:

1. Any attempts to restart Your Car after a flood.
2. Any attempts to navigate Your way through flood water.

SECTION 17 – 3P FALLEN OBJECTS

The following cover will apply only if this coverage is specifically listed in Your Personal Certificate. If the coverage in this section is not shown in Your Personal Certificate, coverage under this section does not apply.

If Your Car is damaged due to impact damage from a Fallen Object, without any involvement of convulsions of nature, You will be entitled to a cash benefit.

We will only pay You if the impact damage from a Fallen Object caused the following damage to Your Car:

1. Side mirrors that are broken to the point of detachment and lights that are shattered or non-operational.
2. Dents requiring panel filling.
3. Shattered or cracked windshield, windows, sunroof or moonroof.
4. Roof or pillar collapse.
5. Hood or engine compartment intrusion.
6. Impaired structural integrity that substantially compromises the safety, stability, and performance of a vehicle, including frame damage, bent axels and damaged crumple zones.

Once You have claimed under this section, the cover under this section will be automatically terminated. You may renew the cover with the payment of additional Contributions.

Any claims made for under this section will not affect Your NCB.

GENERAL EXCLUSIONS

This contract does not provide cover for the following circumstances:

1. If the driver has consumed or is under the influence of alcoholic drink or drugs, whether or not below any prescribed legal limits.
2. If the Car is used for any unlawful purposes, including any violations of criminal law or any recognized law of the country where Your Car was being used, or for any Shariah prohibited activities.
3. If You or Your authorized driver does not have a valid driving license (including the appropriate class of license) as required under the applicable laws, regulations, or licensing requirements. This exclusion also applies if You or Your authorized driver is under suspension or disqualified from driving.
4. If the Car was driven by an unauthorized driver.
5. If the Car was driven by a person suffering from an ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness.
6. Wear and tear, depreciation, loss of use, loss of value, loss of value after repairs, mechanical and electrical failures, breakdowns, or breakages.
7. Fines, penalties, punitive or exemplary damages.
8. 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.
9. 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.
10. Loss of or damage to property belonging to, held in trust by, or in the custody, care or control of You, Your Authorised Driver or any member of Your or Your Authorised Driver's Household.
11. Damage to any property belonging to, held in trust by, or in the custody, care or control of You or the passenger or which is being carried in Your Car.
12. Any liability You have accepted by an agreement where normally the liability would not have existed without the agreement.
13. Liability to any passengers or liability to any passengers who is a member of Your or Your Authorised Driver's Household.
14. Death or bodily injury to any person who is employed by You or the passenger, if the injury or death occurs in the course of such employment.
15. 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 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.

16. 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.
17. Ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion or radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of it.
18. 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.
19. Any consequential losses.

CLAIMS REQUIREMENTS

To ensure the efficient processing of Your claim, adherence to the following requirements is mandatory. Failure to comply with these requirements may result in the denial of Your claim.

NOTIFICATION, DOCUMENTATION, SUBMISSION OF DOCUMENTATION

1. Notification

Notification of a claim must be submitted to us within twenty-four (24) hours of the Accident that may give rise to a claim. This notification must include sufficient details to identify the claimant and the nature of the claim.

2. Documentation for Proof of Claim

Claims must be accompanied by all relevant documentation, including but not limited to the following as applicable:

- a. Medical reports.
- b. Medical certificate of death.
- c. Police reports.
- d. Fire brigade reports.
- e. Receipts of costs incurred.
- f. Quotation slips and invoices.
- g. Writ, summons, and legal correspondences.

All proof of claim must be original documentation, and photocopies will not be accepted. All proof of claim shall be rendered on demand at the claimant's own expense. These documents serve as proof of the Accident and substantiate the claim being made. Documentation must be in English or accompanied by certified translations.

3. Submission of Documentation:

You must adhere to the following claims requirements:

- a. For **Disabilities**, the proof must be provided between six (6) to nine (9) months from the date of the incident.
- b. For **Death**, the proof must be provided as soon as possible.
- c. For any **Accidents**, all relevant documentation must be provided as soon as possible.
- d. For any **Liabilities**, all relevant documentation must be provided as soon as You have received them.

ACCIDENTS INVOLVING THIRD PARTIES

For any Accidents involving third-party injury or property damage, regardless of whether liability is clear or uncertain, You must:

1. **Report the Accident:** Notify us promptly with all available details and documentation related to the incident.
2. **Submit Relevant Documents:** Send us any writ, summons, claim, letter, or other relevant document immediately upon receiving it.
3. **Inform Us of Legal Proceedings:** Notify us in writing as soon as You become aware of any future prosecution, inquest, or fatal inquiry connected with the Accident that might involve liability under this Contract.
4. **Provide Your Fullest Cooperation:** Give us all necessary information, help, and assistance We may require.

You or Your legal representative must not:

1. Admit or deny any claim made against You.
2. Negotiate, pay, or settle any claim without Our written permission.

We reserve the right to take over and conduct, in Your name, the defense or settlement of any claim and to pursue recoveries or compensation from other parties, either in Your name or on behalf of anyone claiming under this Contract, at any time.

APPLICABLE EXCESS FOR SECTIONS RELATED TO LOSS OR DAMAGE TO YOUR CAR

Each claim under this section is subject to the applicable Excess for sections related to loss or damage to your car, applied as follows:

No.	Excess Type	Excess Amount
1	Loss or Damage to Your Own Car	As stated in Your Personal Certificate
2	Territorial Limit	Additional B\$1,000
3	Total Loss from Fire or Theft	Additional B\$200
4	Inexperienced Drivers	Additional B\$200
5	Authorized Unnamed Driver	Additional B\$200

MOTOR CLAIMS GUIDELINE (MCG)

The Road Traffic Act (Amendment) Order 2017, effective on 14th August 2017, requires You to take certain steps in case of a road traffic Accident. Please read the following section carefully to ensure compliance and smooth handling of any claims.

The Motor Claims Guidelines (MCG) apply to the following types of Accidents:

1. Accidents with no injuries or fatalities.
2. Accidents that do not involve Government of Brunei Darussalam property.

Otherwise, You must immediately file a report to the police if You are involved in Accidents that involve:

1. Injuries or fatalities.
2. Brunei Government property.
3. Intoxicated drivers.
4. Hit-and-run.
5. Pedestrians or cyclists.
6. Exempted special registered vehicles.
7. Foreign registered vehicles.

For Accidents that fall under the MCG, You must follow the below steps:

Step 1: Stop Your Car and Notify

You must stop Your Car and take all reasonable steps to prevent further damage. Make a reasonable effort to notify the owner of Car, property or animal that was involved in the Accident, if any are involved.

You are required to file a report to the police within 24 hours if:

- The other driver refuses to share their information.
- You are unable to contact the owner of the damaged property or injured animal.
- There are unavoidable circumstances preventing You from reporting sooner.

Step 2: Exchange Details with All Parties Involved in The Accident (if applicable)

If there are any other parties involved in the Accident, You must exchange the following details:

- Name
- I.C. Number
- Driving License Details
- Contact Number
- Address
- Takaful/Insurance Details

Step 3: Take Pictures of The Scene

You are required to take pictures of the scene, Your own Car, and the property of the parties involved in the Accident.

Step 4: Report and Bring Your Car to The Accident Reporting Centre Within 24 Hours

Whether or not You plan to file a claim under Your Contract, You are required to take the following steps if Your Car is involved in an Accident, damaged, or lost, You must:

- Notify us within 24 hours of the Accident, even if there are no visible damage.
- Have Your Car inspected promptly at the Accident Reporting Centre.
- Fill in the Accident Reporting Statement or Claim Form and submit the pictures to us.

If delays occur, You must provide a valid reason for Our review.

Where You fail to report Your Accident within the required timeline:

- We may repudiate any liability and deny any request for indemnity under Your Contract.
- We may cancel or decline the renewal of Your Contract.
- Your NCB may be affected.

Liability Assessment

The liability for the Accident will be determined based on the Brunei Insurance and Takaful Association's Liability Assessment Directives (LAD) Chart. For any unlisted scenarios, the Motor Sub-Committee may assign the liability.

NO CLAIMS BONUS (NCB)

Provided that no claims have been made during Your period of takaful, We will include a discount in the renewal of Your Contract. We will give You a discount for each claim-free year up to the maximum discount entitlement as follows:

Claim-Free Year	0	1	2	3	4	5
Comprehensive Plans	0%	20%	25%	30%	40%	50%
Third Party Plans	0%	20%	25%	30%	30%	30%

The above percentages are the maximum NCB discount entitlements, and not in addition to Your existing NCB discounts.

If You make one or more claims during the period of takaful, Your NCB will be reduced as follows:

Accident involving another Car where You are at fault	NCB drops to 0% at the next renewal
Accident involving another Car where You were determined not to be at fault	NCB remains the same at the next renewal
Accident that does not involve another Car	NCB drops by one level at the next renewal (e.g., 30% NCB discount drops to 25%)

Fault will be determined based on Our assessment and industry practice.

PRIVACY AND DATA HANDLING

We are committed to protecting Your privacy and handling Your personal data in accordance with applicable laws and regulations. By obtaining and using this Contract, You acknowledge and agree to Our **Privacy Policy**, which outlines how We collect, use, disclose, and safeguard Your personal information. Please review Our **Privacy Policy** to understand how Your data is managed and the measures We take to ensure Your privacy is respected.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply:

1. Eligibility

On the commencement date of the cover, You must be an adult of the age of eighteen (18) and above. Additionally, this Contract is only available to Residents of Brunei Darussalam.

2. Territorial Limits

This Contract covers Accidents caused by or arising out of the use of Your Car in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan.

There will be additional Contribution in the event You wish to use Your Car for use outside the territories named above, provided that We agree to extend the territorial limit for the use of Your Car.

3. Amount Covered

All claims are subject to the limits specified in Your Personal Certificate.

4. Market Value

If Your Car is declared a Total Loss (actual or constructive), Our liability will be the lower of:

- a. Your estimate of Your Car's current value (including standard and original accessories and spare parts); or
- b. The Market Value of Your Car.

In case of a dispute, the Market Value will be determined by us at Our sole discretion using one of the following methods:

- a. A valuation from Car's franchise holder, importer, or distributor.
- b. A valuation from a reputable new or used Car dealer, or another appointed party.
- c. The average of valuations obtained from the above methods.

The valuation We determine through any of these methods will be final and binding in any legal proceedings.

5. Accessories

This Contract does not cover any loss or damage to any accessories fitted to Your Car, except for standard and original accessories that are specifically listed in Your vehicle registration book (Blue Card), unless otherwise stated.

If Accessories or spare parts required for Your Car's repair are unavailable in the territory where the Car is being repaired, Our liability will be limited to:

- a. The price listed in the latest catalogue or price list issued by the manufacturer or their authorized agents within the territory where the Car is being repaired; or
- b. If no such catalogue or price list is available (e.g., if the Car is no longer in production), the most recent price obtained directly from the manufacturer's facility, plus reasonable transportation costs.

6. Total Loss

In the event of a Total Loss, whether actual or constructive, Our liability will be limited to the lower of the estimated value (amount covered) stated in Your Personal Certificate or the prevailing Market Value of Your Car at the time of the loss.

A Constructive Total Loss occurs when the cost of repairs exceeds 50% of the estimated value (sum covered) stated in Your Personal Certificate or 50% of the prevailing Market Value of Your Car, whichever is lower. In such cases, We may, at Our sole discretion, pay You the prevailing Market Value of the Car at the time of the damage as full and final settlement of Your claim.

For both Total Loss and Constructive Total Loss, the payment will be subject to applicable Excess deductions. Additionally, in either case, the salvage of the Car will become Our property.

7. Average Clause

If the Market Value of Your Car at the time of the Accident exceeds the estimated value (amount covered) specified in Your Personal Certificate, Our maximum liability will be calculated using the following formula:

$$(\text{Sum Covered} \div \text{Market Value}) \times \text{Cost of Repairs} = \text{Amount Paid by Us} - \text{Excess}$$

You will be responsible for the difference between the total cost of repairs and the amount paid by us after applying this formula.

8. Payout Currency

All claim payouts will be made in Brunei Dollars.

9. Other Takaful / Insurance

Subject to the maximum limit under this Contract, if at the time any claim arises under this Contract and if there are any other subsisting takaful / insurances, We shall not be liable to pay or contribute more than its rateable proportion of such claim and in relation to Our maximum liability under this Contract. This condition does not create any liability for us that would otherwise be excluded or denied under this Contract.

10. Right of Recovery

If We pay a claim that is not covered under this Contract but is required by applicable laws, We reserve the right to recover all amounts paid, including associated costs, from You or any other liable party.

We reserve the right to recover all amounts paid for the following:

- a. Legal expenses incurred if You pursue or defend a case without Our prior agreement or against the advice of the advocate or solicitor appointed by us.
- b. Any claim where delays caused by You prejudice the outcome of the case, as determined by us.
- c. Claims that are already covered under another takaful certificate or insurance policy.
- d. Claims related to racing, rallies, competitions, or the use of the Car for hire, reward, or activities connected to the motor trade.
- e. Any exclusions specified in the general exclusions of this Contract.

11. Claims Cooperation Clause

In the event of a claim, You must furnish us with all information known to You in respect of claims or possible claims notified in accordance with the time specified in the Claims Requirements section and shall keep us fully informed as regards all developments relating as soon as reasonably practicable. You must cooperate with us and any other person or persons designated by us in the investigation, adjustment and settlement of such claim notified to us.

12. Non-Disclosure of Facts

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

13. Fraudulent Claims

Any claim found to be fraudulent or supported by false declarations will result in forfeiture of all benefits under the Contract. Legal action may be pursued to recover any payments made on such claims.

14. Subrogation of Rights

You shall, at Our expense, do, and concur in doing, permit to be done, all such acts and things as may be necessary or reasonably required to be done on Your own accord or as directed to be done by us or otherwise, for the purpose of enforcing all rights 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 Contract, whether such acts or things shall be or become necessary or required before or after Your indemnification by us.

15. 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

In the case of Accident, 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.

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.

16. Maintenance of Your Car

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

17. Authorised Workshops

If an Accident involving Your Car gives rise to a claim under Section 1, Your Car must be sent for repairs to an Authorised Workshop that is approved by us. It is agreed and understood that the Authorised Workshop is at all times acting as principals and independent Contractors and not as Our agents. We will not be liable or responsible for any wilful, fraudulent, dishonest or negligent acts or omissions of the workshop, its employees, agents or Contractors.

18. Sale, Transfer or Assignment of Your Car

This Contract will automatically be cancelled without prior notice if You:

- a. Sell, purport to sell, assign, or transfer ownership or possession of the Car (whether under a Hire Purchase/Ijarah Lease Agreement or otherwise); or
- b. Assign Your rights, benefits, or claims under a Hire Purchase/Ijarah Lease Agreement, with or without the consent of the owner.

If You notify us in writing within two (2) days of such a transaction, We may, at Our sole discretion, reinstate this Contract. Reinstatement may require:

- a. Payment of an additional takaful Contributions, if applicable.
- b. Acceptance of any additional terms and conditions We impose.

You are not permitted to assign or transfer Your rights, benefits, or claims under this Contract without Our prior written consent. If We approve such an assignment or

transfer, any rights or benefits accrued before the transfer will not apply to the assignee or transferee.

19. Changes in Circumstances

You must inform us in writing as soon as possible of any changes which may affect this Contract. No changes to this Contract will be valid until We confirm to You in writing.

20. Alteration of Contract

The Contract may, at any time, be amended and changed, upon written request being made by You and agreed to by us, but any amendment shall be without prejudice to any claim arising prior to the date of the change and subject to the terms and Our provisions may impose. No change to this Contract shall be valid unless evidenced by a valid Endorsement agreed by us.

21. Renewal and Cancellation of Contract

We shall not be bound to accept any renewal of this Contract or to send any notification of the renewal Contribution becoming due. We reserve the right to vary the terms and provisions of this Contract on any Contract anniversary.

This Contract may be cancelled by You by serving at least fourteen (14) days' notice to us and such notice will take effect from the date the cancellation is received by us.

In such an event, provided no claim has been made during the current period of takaful cover, You shall be entitled for a return of the net Contribution (after deduction of Wakalah fee and service charge) calculated pro-rata for the unexpired period of takaful cover.

This Contract may be cancelled by us by giving written notice of cancellation to You at Your last known address, stating when, not less than fourteen (14) days thereafter, such cancellation shall become effective. Similarly, a pro-rata refund of net Contribution (after deduction of Wakalah fee and service charge) for the unexpired period of takaful will be made to the participant for this cancellation if We have not been advised of any claim.

22. Service Charge

If the Contract is endorsed or cancelled, We shall charge B\$10.00 per Contract.

23. Treatment of Nominal Payment Amount

For the efficiency of the administration process, any payment amounts due to You which is less than B\$10.00 and has not been collected within fourteen (14) days, You hereby agree that the amount shall be made as Tabarru' in the Takaful Fund for the benefits of the takaful participants and the Takaful Fund itself.

24. Non-Guarantee of Contribution Payable

The Contribution payable is not guaranteed, and We reserve the right to revise the Contribution payable based on future claim experience.

25. Non-Assignment

The benefits under this Contract are non-assignable.

26. Reinsurance/Retakaful

We shall have the discretion to secure adequate retakaful (reinsurance) from sources we deem fit for the benefit of the participants under this Contract.

27. Limitation

If no notice of claim of any claim is served to us within six (6) months of the expiry of this Contract, We shall not be liable to indemnify You under this Contract of any claims whatsoever.

28. Legal Proceedings

No action in law or equity shall be brought to recover under the Contract until after the expiration of sixty (60) days from the date the proof of claim has been furnished in accordance with the Contract conditions. The parties have agreed that the Laws of Brunei Darussalam shall govern and control in the event of any conflict or dispute between the parties regarding the Contract, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Brunei Darussalam for the resolution of any such conflict or dispute.

29. Dispute Resolution

The Parties shall make every effort to amicably resolve by direct informal negotiation any dispute between them pursuant to or in connection with this Contract. If the Parties are unable to amicably resolve any dispute within thirty (30) working days from the date such dispute arose, either Party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the **Arbitration Order, 2009**. The arbitration tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the **Arbitration Order, 2009**. The applicable rules of arbitration shall be the **UNCITRAL Rules of Arbitration**. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Contract shall continue in full force and effect pending the outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the **Arbitration Order, 2009** for the time being in force in Brunei Darussalam.

30. Governing Law

This Contract shall be governed and construed in accordance with the Laws of Brunei Darussalam.