Z-Driver Takaful
Enhanced Private Car Certificate

EXPLANATORY NOTES

How to read this document

*Please note that **Your** Private Car **Certificate** only starts from page 5 onwards. To help **You** read and understand **Your Certificate** better **We** provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of **Your Certificate** and should not be used to interpret **Your Takaful** contract in the event of any dispute.*

Words in bold

***You** will notice that some words in the **Certificate** are printed in **bold** letters. This is because they have been given specific meaning in **Your** Private Car **Certificate**. Please refer to Section F on pages 15 to 17 for the meaning of these words.*

What makes up Your Takaful contract?

***Your Takaful** contract with **Us** is made up of the following:*

- ***Takaful Certificate** in pages 5 to 39 (excluding the italic texts);*
- *the information **You** provided **Us** when **You** applied for this **Takaful**;*
- *the **Schedule**;*
- *the **Endorsements** attached to the **Certificate**; and*
- *the **Certificate of Takaful**.*

*All these must be read together as they form **Your Takaful** contract.*

Duty of Disclosure

A. Consumer Takaful Contract

*Where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this **Takaful**) i.e **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful** in accordance with remedies of Schedule 9 of the Islamic Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.*

***You** also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.*

B. Non-Consumer Takaful Contract

*Where **You** have applied for this **Takaful** for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of term(s) or termination of **Your** contract of **Takaful**.*

***You** also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.*

*If **You** misrepresented any facts to **Us** before the **Certificate** is entered into, examples of the actions that may be taken by **Us** against **You** include the following:*

- *declare **Your Certificate** void from inception (which means treating it as invalid), and **We** may not return any contribution;*
- *cancel this **Certificate** and return any contribution less **Our** cancellation charge (if any) or recover any contribution not made;*
- *remove one or more named drivers from **Your Certificate** and adjust **Your** contribution accordingly;*
- *recover any shortfall in contribution;*
- *not pay any claim that has been or will be paying under the **Certificate**; or*
- *be entitled to recover from **You** the total amount of any claim already paid under the **Certificate** or any claim **We** have to pay because of any relevant road traffic legislation, plus any recovery cost.*

What is covered?

Your *takaful does not cover* ***You*** *against everything that can happen to* ***Your Car.*** *Check out the* ***Schedule*** *that* ***We*** *issued to* ***You*** *to know the type of cover* ***You*** *obtained. The main types of cover are Comprehensive and Third Party, Fire and Theft. Under* ***Your*** *Comprehensive cover, there are additional benefits applicable and depends on the Plan taken out by* ***You****. The additional benefit applicable only if the relevant benefit with its relevant number is printed in the* ***Schedule****.* ***You*** *can find the specific terms and conditions of the additional benefit in Section G and Section H of this* ***Certificate****:*

Page	Basic Cover	Z-Driver Takaful Plan			Third Party, Fire and Theft
		Comprehensive	Essential	Premier	
7 to 8	***Section A: Loss or Damage to Your Own Car***				
7	*1a. What is Covered*				
	(i) accidental collision or overturning	√	√	√	X
	(ii) collision or overturning caused by mechanical breakdown	√	√	√	X
	(iii) collision or overturning caused by wear and tear	√	√	√	X
	(iv) impact damage caused by falling objects subject to certain exclusions	√	√	√	X
	(v) fire, explosion or lightning	√	√	√	√
	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	√	√	√	X
	(vii) burglary, housebreaking or theft	√	√	√	√
	(viii) malicious act	√	√	√	X
	(ix) while in transit (limited cover)	√	√	√	X
7	*1b. Events* ***We*** *Do Not Cover*	√	√	√	√
7 to 8	*2. Basis of Settlement (how* ***We*** *will settle* ***Your*** *claim)*	√	√	√	√
	Authorised Driver *(All Drivers who drives* ***Your Car*** *with* ***Your*** *consent or permission).*	*Optional*	√	√	X
8	*3. Towing Costs (to an* ***Approved Repairer*** *or safe place)*	√	√	√	√
9 to 10	***Section B: Liability to Third Parties***	√	√	√	√
9	*1. a. What is Covered (by this section)*	√	√	√	√
9 to 10	*1. b. What is Not Covered (by this section)*	√	√	√	√
9	*2. Limits of* ***Our*** *Liability (the maximum that* ***We*** *pay)*	√	√	√	√
9	*3. Cover for Legal Personal Representatives (if* ***You*** *are dead)*	√	√	√	√
9	*4. Maximum Legal Costs (if approved)*	√	√	√	√
9	*5. Rights of Recovery*	√	√	√	√
10	***Section C: No Claim Discount***	√	√	√	√
11 to 12	***Section D: General Exceptions (what is not covered by the Certificate)***	√	√	√	√
12 to 14	***Section E: Conditions (terms that You must comply with)***	√	√	√	√
14 to 17	***Section F: Definitions (explains the words in bold)***	√	√	√	√
17 to 36	***Section G: Endorsements (additional terms that We may impose on You or additional covers if You have made additional contribution)***	*Optional*	*Optional*	*Optional*	*Optional*
	• *Inclusion of Special Perils – Package (Petrol engine only)*	*Optional*	√	√	X
	• *Legal Liability of Passengers for Negligence Acts*	*Optional*	√	√	X
	• *Key Replacement (Non-Tariff)*	*Optional*	√	√	X
	• *Waiver of Compulsory* ***Excess*** *of RM400 for* ***You*** *or* ***Your Authorised Driver*** *who:* • *is under 21 years old; or* • *holds a Provisional (P) or Learner (L) driver's licence)*	X	X	√	X
	• *Zurich Roadside Assistance*	√	√	√	X
	• *Z-Drive Assist – Standard*	*Optional*	*Optional*	√	X
	• *Z-Drive Assist – Superior*	*Optional*	*Optional*	*Optional*	X
	• *Courtesy Car*	*Optional*	*Optional*	*Optional*	X
	• *Z-Drive Assist – TPFT*	X	X	X	*Optional*
	• *Zurich Roadside Assistance – Excludes Accident Towing*	X	X	X	*Optional*
	• *Fire and Theft Allowance*	X	X	X	*Optional*

36 to 39	***Section H: Additional Benefits (applicable only to comprehensive private car) for Electric Vehicle***	*Optional*	*Optional*	*Optional*	*X*
	• *Inclusion of Special Perils for Electric Vehicle (Battery EV only)*	*Optional*	√	√	*X*
	EV Protect • *EV Home Wall Charger – Standard* • *Personal Liability whilst using Electric Vehicle (EV) chargers* • *Portable Charging Cable* • *Compassionate Cover from Direct Use of Public Electric Vehicle (EV) Chargers*	*Optional*	*Optional*	*Optional*	*X*

Key: √ = applicable X = not applicable

What this Certificate does not cover?

*These are referred to as 'Exceptions' in **Your Certificate** and there are three sections where **You** can find them:*

- *Section A1b – see 'Events **We** Do Not Cover' (page 7): applicable to Comprehensive **Certificate** only.*
- *Section B1b – see 'What is Not Covered' (pages 9 and 10): applicable to Comprehensive and Third Party, Fire & Theft Certificates.*
- *Section D – see 'General Exceptions' (pages 11 to 12): applicable to Comprehensive and Third Party, Fire & Theft Certificates.*

*There are generally three reasons why **We** put these exceptions in **Your** basic Private Car **Certificate**:*

1. *Cover is not provided for the exceptions. **We** have to charge additional contribution if **You** want to cover any of these exceptions. Some examples of the exceptions which are not covered by **Your** basic Private Car **Certificate** but which can be covered if **You** make additional contribution are:*
   - *flood, storm {see Section A1b – 'Events **We** Do Not Cover' (page 7)};*
   - *strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 11)}; and*
   - *use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 11)}.*
2. *There are other risks which are not covered by the basic Private Car **Certificate** or by any of its extensions. **We** would have to issue a different **Certificate** if **You** want these types of cover. For example, the following are not covered by **Your** Private Car **Certificate** but can be covered under a different type of **Certificate**:*
   - *carriage of goods must be covered under a commercial vehicle certificate; and*
   - *hire or reward must be covered by taxi or hired car certificate.*
3. ***We** cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 11 to 12) such as:*
   - *war, nuclear fission or fusion;*
   - *risks that are against public certificate or against the law; and*
   - *drunk driving.*

How can Your Car be used?

*Since this is a Private Car **Certificate**, **Your Certificate** only covers **You** if **Your Car** is used for "social, domestic and pleasure purposes and for the participant's business". This is clearly stated in the **Certificate of Takaful** under the heading "Limitation as to Use".*

*The following are some examples of how **Your Car** can be used:*

- *to visit relatives and friends, for shopping etc.; and*
- *for some limited business use such as getting to and from work, and meeting customers.*

*However, **You** are not covered, for example, if **You** use **Your Car** in the following manner:*

- *as a private taxi by charging fares to carry passengers;*
- *as a hire car by charging rental to use **Your Car**;*
- *to carry any goods in connection with any trade or business other than samples. **You** must obtain a commercial vehicle **Takaful** to cover this use;*
- *for motor trade (use for showroom display and for test-drive);*
- *to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test; and*
- *use on any racetrack.*

Who can drive Your Car?

- *Practically anyone can drive **Your Car** as long as the driver:*
  - *has a valid licence of the relevant class to drive and is not disqualified to drive by law or for some other reason {(see exclusion on Unlicensed Drivers in Section D – 'General Exception 1' (page 11)};*
  - *has **Your** permission to drive (see definition of **Authorised Driver** in page 15); and*
  - *complies with all the terms and conditions of this **Certificate**.*
- *Although anyone complying with the above conditions can drive **Your Car**, **You** may have to pay an additional **Excess** depending on the age of the driver, the type of licence the driver possesses or if the driver is not a **Named Driver** (see explanation on **Excess** in page 4). If **You** or **Your Authorised Driver** is not qualified to drive or breach any of the terms and conditions, **Your** claim may be rejected. If **We** are compelled by law to pay, **We** can recover any sum(s) paid and any expenses incurred from **You** or **Your Authorised Driver**.*

In which territory is Your Car covered?

*This **Takaful You** have obtained only covers **You** in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if **You** intend to drive **Your Car** into Singapore, **You** are required by Singapore's law to have cover against Legal Liability to Passengers (LLP). Since LLP is not covered by the basic Private Car **Certificate**, **You** will need to obtain **Endorsement** 100 (see page 20), which provides a limited cover for **Your** liability for death or bodily injury of passengers.*

When is Your cover effective?

*This **Takaful** is effective from the time of participation of **Takaful** contract or at the agreed time of commencement, until the expiry date. The **Period of Takaful** will be printed in the **Certificate Schedule** and related documents. If there is any change to these dates, it will be officially shown in an **Endorsement** issued by **Us**.*

How much should You cover Your Car for under a Comprehensive or Third Party, Fire and Theft Certificate?

*To be safe, **You** should cover **Your Car** at its current **Market Value** (see definition in page 16). In simple terms, this is the current cost to replace **Your Car** with another **Car** of the same make, model, age and general condition. The amount that **You** choose to cover is called the **Sum Covered**. Please note that **You** could be penalised if **Your Car** is under-covered (see Section A2e – 'Under-Covered in page 8).*

*For example, if the **Market Value** of **Your Car** is RM100,000 but **You** only covered it for RM80,000 then **You** could be penalised for under- coverage. Assuming the loss is assessed at **RM5,000**, instead of the **Takaful** operator paying the full amount, **You** could be paying to bear a portion of the loss in proportion to the under-coverage as follows:*

$$\frac{\textbf{Sum Covered}}{\textbf{Market Value}} \times \text{Loss} = \frac{\text{RM80,000}}{\text{RM100,000}} \times \text{RM5,000} = \textbf{RM4,000}$$

*Therefore, **RM4,000** will be paid while the balance of **RM1,000** will be borne by **You**.*

***You** would be penalised as shown above if the **Market Value** of **Your Car** exceeds the **Sum Covered** by 10%. On the other hand, it would be a waste of money to over-cover as **Your Takaful** operator would not pay more than the **Market Value**. One way to protect **Yourself** from being under or over coverage is to opt for the **Sum Covered** determined by a **Market Valuation System** approved by **Your Takaful** operator.*

What is No Claim Discount ("NCD")?

*This is a form of discount on contribution for not having made a claim during the preceding period of **Your Takaful** (provided the **Period of Takaful** exceeds one year). The scale of NCD applied is specifically mentioned in the **Certificate**.*

*The applicable NCD can be checked with **Us** or the Central NCD Database ("CND") at https://www.mycarinfo.com.my/ncdcheck/online before **You** obtain **Your** Private Car **Certificate**.*

What is an Excess?

*This is the first amount that **You** have to bear **Yourself** for each and every claim that **We** approve, even if the **Incident** is not **Your** fault. However, please note that the **Excess** does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check **Your Certificate Schedule** to find out the amount that **You** are liable to pay. This is referred to as **Endorsement 1** or **1(a)** in **Your Certificate**.*

*In addition, there is also a Compulsory **Excess** (see page 8) where **You** have to bear an additional **Excess** of RM400 if **You** or the person driving **Your Car**:*

- *is under 21 years old;*
- *holds a Provisional (P) or Learner (L) driver's licence; or*
- *is not named in the **Schedule** as a **Named Driver**.*

*As an example, if **We** assess the claim payable to be **RM10,000** but **Your Certificate** carries an **Excess** of RM500, **You** will have to bear the first **RM500 Yourself** and **We** will pay the balance of **RM9,500**. However, if the driver is below 21 years old, **You** have to bear an additional **Excess** of RM400. Using the same example, **You** now have to bear RM900 (i.e. 500 + 400) and **We** will pay RM9,100.*

***You** may choose to take a voluntary **Excess** in addition to any standard or compulsory **Excess** that may apply.*

Do's and Don'ts – after You have had an accident or theft

Do:

- *call **Zurich Roadside Assistance 24 hours Hotline Number 1-300-88-5566 or +603-7989 0345** (for WhatsApp chat and local landline calls only) for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;*
- *inform **Us** as soon as possible about any **Incident** which may give rise to a claim;*
- *report all accidents to the police within 24 hours as required by law;*
- *submit immediately to **Us** all letters, claims, writs and summons which **You** have received from third parties as a result of the **Incident**;*
- *remove **Your Car** to an **Approved Repairer** for repairs or windscreen repairs or replacement;*
- *fully fill up the relevant sections of **Your** claim form – do not put "refer to police report"; and*
- *if **You** have a Comprehensive cover and the third party that knocked **Your Car** is clearly at fault, **You** are advised to submit own damage Knock-for-Knock (KfK) claim to **Us** in order to expedite claims processing. **Your** NCD entitlement will not be affected and **You** can claim the **Excess** that **You** had made from the **Takaful** operator or insurer of the third party.*

Don't:

- *negotiate, admit or repudiate any claim without **Our** consent (see Condition 2 in page 13); and*
- *authorise repair without **Our** consent (see Condition 2f in page 13).*

*Condition 2 of **Your Certificate** (see page 13) spells out the do's and the don'ts after an accident or theft in more detail.*

Z-Driver Takaful
Enhanced Private Car Certificate

The Takaful Agreement

A. Where Your Car is used for any purpose that is not related to Your trade, business or profession, the following applies:

Consumer Takaful Contract

This **Certificate** is issued pursuant to:

- the contribution as specified in the **Certificate Schedule** to the **General Takaful Fund (GTF)** under the principle of **Tabarru'** to help other participants in the events defined in this **Certificate;**
- the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**) and;

any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this **Takaful**) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of **Takaful** between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

It is **Our** responsibility to manage the **GTF** on behalf of the participants under the principle of **Wakalah**. In the event of insufficient balance in **GTF** to pay **Your Takaful** benefits during the **Period of Takaful**, **We** will make good the balance in the **GTF** under the principle of **Qard** (loan) provided that the insufficiency is not due to **Our** negligence. If the insufficiency is due to **Our** negligence, **We** will make the outright transfer for the insufficiency. **You** further agree that **Your** future surplus arising from **GTF** during **Your Takaful** period can be used to contribute to cover the outstanding **Qard** in **GTF** (if any) to **Us**.

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

B. Where Your Car is used for purposes related to Your trade, business or profession, the following applies:

Non-Consumer Takaful Contract

This **Certificate** is issued pursuant to:

- the contribution as specified in the **Certificate Schedule** to the **General Takaful Fund (GTF)** under the principle of **Tabarru'** to help other participants in the events defined in this **Certificate** and **Our** responsibility to manage the **GTF** on behalf of the participants under the principle of **Wakalah;**
- the answers given in **Your** Proposal Form (or when **You** applied for this **Takaful**) and;

any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this **Takaful**) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of **Takaful** between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, it may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful**.

It is **Our** responsibility to manage the **GTF** on behalf of the participants under the principle of **Wakalah**. In the event of insufficient balance in **GTF** to pay **Your Takaful** benefits during the **Period of Takaful**, **We** will make good the balance in the **GTF** under the principle of **Qard** (loan) provided that the insufficiency is not due to **Our** negligence. If the insufficiency is due to **Our** negligence, **We** will make the outright transfer for the insufficiency. **You** further agree that **Your** future surplus arising from **GTF** during **Your Takaful** period can be used to contribute to cover the outstanding **Qard** in **GTF** (if any) to **Us**.

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

Contract (AQAD)

We will manage **Your Takaful** contributions by charging a **Wakalah** Fee (as stated in the PDS) as approved by the regulatory authorities under the principle of **Wakalah**, and subsequently continue to be placed into the **Takaful** fund through **General Takaful Fund** (**GTF**) based on **Tabarru'** (donation). If at the end of the **Period of Takaful** stated in the **Certificate Schedule** attached to the **Certificate**, there is a net surplus in the **GTF**, fifty percent (50%) of the net surplus shall be shared proportionately among participants that have not incurred any claim and/or not received any benefits under the same class of risk as stated in the aforesaid **Certificate Schedule** whilst the **Certificate** is in force based on **Hibah** (gift), while the **Takaful** Operator is entitled to fifty percent (50%) of the net surplus based on **Ju'alah** (reward) for good performance in managing the **GTF**.

All retail participants who have not incurred any claims during the previous coverage period are eligible for surplus distribution. The certificates and contributions must be for one (1) year of **Takaful** period and have expired by end of the declared financial year.

All corporate participants who have not incurred any claims more than thirty percent (30%) of the gross contribution during the previous coverage period are eligible for the surplus distribution. Certificates and contribution must be for one (1) year of **Takaful** period and have expired by end of the declared financial year.

The eligibility and amount of the surplus to be distributed will be based on the recommendation made by **Our** Signing Actuary and endorsed by Shariah Committee and Board of Directors.

In the event the **GTF** has insufficient balance to pay for **Your Takaful** Benefits during the **Period of Takaful**, **We** will make good the balance in the **GTF** under the principle of **Qard** (interest-free loan) provided that the insufficiency is not due to **Our** negligence. If the insufficiency is due to **Our** negligence, **We** will make an outright transfer for the insufficiency. The future surplus arising from the **GTF** during the **Takaful** period will be used to pay for outstanding **Qard** in **GTF** (if any) to **Us**.

Section A: Loss or Damage to Your Own Car

*This section spells out what **We** cover under Section A and is only applicable if **You** have Comprehensive cover.*

1a: Events We Cover

We will indemnify **You** if **Your Car** is lost or damaged during the **Period of Takaful** arising from the following **Incidents**:

(i) accidental collision or overturning;

(ii) collision or overturning caused by mechanical breakdown;

(iii) collision or overturning caused by wear and tear;

(iv) impact damage caused by falling objects provided no convulsions of nature is involved;

(v) fire, explosion or lightning;

(vi) breakage of windscreen, windows or sunroof including lamination/tinting film, if any;

> *However, **Your** NCD would be forfeited when **You** make windscreen, windows or sunroof claim if **You** have not already obtained **Endorsement 89** or **Endorsement 89(a)** or **Endorsement 89(b)**.*

(vii) burglary, housebreaking or theft;

(viii) malicious act; or

(ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Car** by:

a. **Road;**

b. rail;

c. inland waterway i.e. across a river or canal etc.; or

d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

> *For an additional contribution, **Your Certificate** can be extended to cover for ferry transit between Sabah and Labuan (**Endorsement 109**).*

1b: Events We Do Not Cover

*The events which are not covered are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable **Endorsements**.*

We will not pay for the following losses:

(i) Consequential Losses
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.

(ii) Loss of Use
Any expense or financial loss that **You** may incur because **You** cannot use **Your Car** e.g. cost of hiring replacement **Car**, travelling expenses etc.

> *For an additional contribution, **Your Certificate** can be extended to cover an agreed payment per day for an agreed duration (**Endorsement 112**).*

(iii) Depreciation
The loss of value of **Your Car** due to the damage sustained or the time taken to repair the **Car**, and/or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.

(iv) Breakdown or Malfunction of Parts
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.

(v) Damage to Tyre(s)
Any damage to the tyre(s) of **Your Car** unless other parts of **Your Car** are also damaged at the same time.

(vi) Convulsions of Nature
Any loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

(vii) Loss of Electronic Data
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.

(viii) Cheating or Criminal Breach of Trust
Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

2. Basis of Settlement

*This section explains how **We** will settle **Your** claim once **We** accept that it is payable under Section A. If **Your Car** is damaged as a result of any **Incident**, **We** have the option of doing the following:*

a. If Your Car is Repairable

If in **Our** opinion **Your Car** is economical to repair, **We** have the option to:

- arrange for **Your Car** to be repaired at an **Approved Repairer** and pay the cost of repairing **Your Car** to the condition which is as near as possible to the condition it was in before the loss happened;
- pay **You** in cash the amount **We** estimate it would cost to repair **Your Car**; or
- reinstate or replace **Your Car** with one of the same make, model, age and general condition.

b. If Your Car is not Repairable

If in **Our** opinion, the damage to **Your Car** is so great that it would not be safe or economical to repair, **We** will declare **Your Car** "Beyond Economic Repair" ("BER") and **You** will be paid up to the maximum amount as stated in (d) below or offer **You** a settlement sum equivalent to the **Market Value**. **We** may also opt to replace **Your Car** with one of the same make, model, age and general condition. If **We** take any of these actions, this **Certificate** shall be automatically terminated once **We** make payment.

*In cases where the valuation of the franchise-holder vary from **Market Value** by more than 10%, **We** would also have the option to offer a settlement value which is equal to the cost of acquiring a replacement **Car** of the same make, model and age of the **Car** at the time of loss. It is **Our** option to offer **You** a replacement of the **Car**, should **You** not agree with the offer.*

c. Replacement Parts

If the spare parts or **Accessories** required to repair **Your Car** are not available in Malaysia, or if **We** choose to pay for the loss or damage in cash, **We** will settle **Your** claim on the following basis:

- the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, **We** will use the price at the manufacturer's production plant and include reasonable cost of transportation to Malaysia (but not the cost of air freight); and
- the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

d. The Maximum Amount will Be Paid to You

If **Your Car** is BER or stolen and not recovered, the amount payable under the **Certificate** will be the **Market Value** at the time of the loss or the **Sum Covered** as shown in the **Schedule**, whichever sum is the lesser. Upon **Our** payment of the said amount, this **Certificate** shall be automatically terminated. The **Market Value** is to be determined according to clauses 20 and 21 of Section F.

e. Under-Coverage

If the **Sum Covered** of **Your Car** is less than the **Market Value** at the time of the loss, the **Certificate** will only bear part of the loss in proportion to the difference between the **Market Value** and the **Sum Covered** as shown in the formula below:

$$\frac{\textbf{Sum Covered}}{\textbf{Market Value}} \times \text{Assessed Loss}$$

The balance has to be borne by **You**. However, this will only apply if the under-covered amount is more than 10% of the **Market Value**.

f. Betterment

If new original parts are used to repair **Your Car** and as a result of which **Your Car** is in a better condition than it was before the damage, **You** would be required to contribute to its betterment, a proportion of the costs of such new original parts. **Your** contribution would be according to the following scale:

Age of Your Car (Years)	Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

To determine the rate of betterment to be applied, the age of **Your Car** will be calculated based on when it was originally registered in Malaysia:

a. as a locally assembled **Car**	Date of Original Registration
b. as a new imported Completely Built Unit (CBU) **Car**	Year of Manufacture
c. as an imported second-hand/used/reconditioned **Car**	Year of Manufacture

g. Compulsory Excess *(please see page 4 for explanation)*

In addition to the **Excess** shown in the **Schedule, We** have the right to deduct another RM400 as Compulsory **Excess** if at the time of the **Incident**, **You** or the person driving **Your Car** with **Your** consent:

- is under 21 years old;
- holds a Provisional (P) or Learner (L) driver's licence; or
- is not named in the **Schedule** as **Named Driver**.

We will not deduct this additional RM400 **Excess** if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

3. Towing Costs

If **Your Car** cannot be driven as a result of any damage to it that is covered by this **Certificate**, **We** will pay up to a maximum of RM200 for the necessary and reasonable costs to remove **Your Car** to the nearest **Approved Repairer** or to a safe place of storage while awaiting repair or disposal.

Section B: Liability to Third Parties

This section explains what is covered and not covered under Section B.

1a: What is Covered?

You and / or **Your Authorised Driver** will be indemnified for the amount which **You** and / or **Your Authorised Driver** are legally liable to pay any third party (including third party's costs and expenses) for:

(i) death or bodily injury to any person except those specifically excluded under this **Certificate**; and / or
(ii) damage to property except those specifically excluded under this **Certificate**

as a result of an **Incident** arising out of the use of **Your Car** on a **Road**. This cover is extended to **Your Authorised Driver** provided **Your Authorised Driver** also complies with all the terms and conditions of this **Certificate**.

2: Limits of Our Liability

We will pay the following for any one claim, or series of claims arising from one **Incident**, in any one **Period of Takaful**:

(i) unlimited amount for death or bodily injury to third party; and / or
(ii) up to a maximum of RM3 million for third party property damage.

> *For an additional contribution, the limits of liability for third party property damage can be extended up to RM20 million (**Endorsement 105**).*

3: Cover for Legal Personal Representatives

Following the death of any person covered under this **Certificate**, **We** will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the **Certificate**.

4: Legal Costs

If **You** or **Your Authorised Driver** is charged for reckless and dangerous driving or careless or inconsiderate driving under the Road Transport Act 1987 or any other offence related to the said **Incident**, legal costs incurred will be paid up to a maximum of RM2,000 to defend **You** or **Your Authorised Driver** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and that cost has been incurred with **Our** prior agreement in writing.

We will only pay for legal cost and **We** will not pay for any penalty imposed on **You** or **Your Authorised Driver**.

5: Rights of Recovery

We have a right to refuse to pay **You** any indemnity or **Your Authorised Driver** if either of **You** commit a breach of any **Certificate** conditions or where the claim falls outside the scope of cover provided by **Us** under this **Certificate**. However, if **We** are legally required to make any judgment sum in respect of a claim under Section B of this **Certificate** because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which **We** would otherwise not have to make, **We** have the right to ask **You** or **Your Authorised Driver** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

1b: What is Not Covered?

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this **Certificate** and any other applicable **Endorsement**s. **We** will not pay for:

(i) death or bodily injury to any passenger being carried for hire or reward;
(ii) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;

> *For an additional contribution, **Your Certificate** can be extended to cover **You/driver/passenger** whilst travelling in **Your Car**. (**Endorsement 200**)*

> *Under the Road Transport Act 1987, this **Certificate** shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a contract of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.*

> ***In the course of employment** – Any person who is injured / dies (whether as passenger or otherwise) while on the job and is in or on the said **Car** as part of his / her employment e.g., car wash worker, mechanic etc.*

(iii) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;
(iv) liability to any person being carried in or upon or entering or getting onto or alighting from **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;

> ***In pursuance of the contract of employment** – The passenger is required to be carried to a destination in order to carry out the job as spelt out in his / her contract of employment.*

> ***Liability to passengers other than:***
> *a. passengers carried for hire or reward;*
> *b. employees in the course of employment; or*
> *c. **Your** or **Your Authorised Driver's Household** member unless he / she is required to be carried in **Your Car** by reason of or in pursuance to a contract of employment;*
>
> *may be covered separately for additional contribution under **Endorsement 100**. If **You** have covered such liability, **You** will need to refer to the full text of **Endorsement 100: Legal Liability to Passengers** as to what this **Endorsement** covers or excludes and the applicable conditions.*

(v) liability caused by a passenger travelling in or alighting from **Your Car**;

> ***Liability for accidents caused by Your passengers** may be covered separately for additional contribution under **Endorsement 72**. **You** will need to refer to the full text of **Endorsement 72: Legal Liability of Passengers for Negligent Acts** as to what this **Endorsement** covers or excludes and the applicable conditions.*

(vi) any claims brought against **You** by any driver of **Your Car**, whether authorised or not;

(vii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and/or

(viii) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Section C: No Claim Discount (NCD)

This section spells out the reward system known as the "No Claim Discount".

1. No Claim Discount (NCD)

If **You** have covered **Your Car** for a continuous period of twelve (12) months and **You** or anyone else did not make any claim under this **Certificate** during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if **You** continue to have claim free years as follows:

Claim Free Year of Takaful	NCD Entitlement
After 1 continuous claim free year	25%
After 2 continuous claim free years	30%
After 3 continuous claim free years	38 1/3%
After 4 continuous claim free years	45%
After 5 continuous claim free years and beyond	55%

2. One Claim and Your NCD is Down to Zero

If **You** or anybody else meet with an **Incident** which will give rise to a claim on this **Certificate**, the NCD entitlement that **You** have accumulated would drop to zero at the next renewal and **Your** NCD will start all over again. If a claim is received after the NCD has been applied, **We** shall be entitled to recover the NCD given from **You**.

3. Exception to this Rule

Your NCD will not be affected even if a claim is made if:

- **We** are of the opinion that **You** are not at fault for causing the loss;
- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- the offending vehicle is covered by a Malaysian licensed **Takaful** operator/insurer; and
- there is no death or personal injury claim involved.

4. Your NCD is not Transferable.

The NCD is personal to **You** which means that if **You** were to sell **Your Car** and **We** agree to transfer this **Certificate** to the new owner, **Your** NCD cannot be transferred for the benefit of the new owner.

5. Non-utilisation of NCD

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Certificate** will be reversed in accordance with the scale set out in the table in clause C1 above.

Section D: General Exceptions – These apply to the whole Certificate

*This section lists down circumstances under which this **Certificate** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Sections A1b (see page 7) and B1b (see pages 9 and 10).*

1. Unlicensed Drivers

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** do not have a valid driving licence to drive **Your Car**. This will not apply if **You** or **Your Authorised Driver** have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.

2. Alcohol, Drugs and Other Intoxicating Substances

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that **You** or **Your Authorised Driver** are incapable of having proper control of **Your Car**.

> ***You** or **Your Authorised Driver** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** or **Your Authorised Driver** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.*

3. Fraud and Exaggerated Claims

If any claim is in any part fraudulent or exaggerated, or if **You** or anyone acting on **Your** behalf, uses fraudulent means to get any benefit under this **Certificate**, the entire claim will not be paid or payable. If **We** are required to make payment of such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

4. Unlawful Purpose

There is no cover under this **Certificate** if **You** or **Your Authorised Driver** use **Your Car** for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where **Your Car** was being used.

5. Use for Racing etc.

There is no cover under this **Certificate** if **You** use or **You** allow **Your Authorised Driver** to use **Your Car**:

a. practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or

b. on any racetrack.

> *For an additional contribution, **Your Certificate** can be extended to cover the use of **Your Car** for reliability trial or competition if **You** obtain the prescribed extension cover (**Endorsement 24(c)**).*

6. Use Outside Malaysia

Unless this **Certificate** provide otherwise, this **Takaful** does not cover **You** in respect of claims arising whilst **Your Car** was being used or driven outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, the coverage under this **Certificate** is governed by the Road Transport Act 1987 and the terms and conditions of this **Certificate**, and the coverage outside Malaysia is governed by the terms and conditions of this **Certificate** only.

> *For an additional contribution, **Your Certificate** can be extended to cover the use of **Your Car** in Thailand or Kalimantan only if **You** obtain the prescribed extension cover (**Endorsements 101** and **102**).*

7. Failure to take Precaution

We will not pay for any additional damages if after an **Incident** or breakdown **You**:

a. left **Your Car** unattended or failed to take proper precaution to prevent further loss or damage; or

b. continue to drive **Your Car** in an unroadworthy condition before any repair is done.

We will also not pay for claims that arise if, when using **Your Car**, **You** do not take reasonable precaution to keep **Your Car** secured. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition key left in or on **Your Car**.

8. War Risk

There is no cover under this **Certificate** for any loss or liability (including any cost of defending any action) connected in any way directly or indirectly to:

a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or

b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

> *For an additional contribution, **Your Certificate** can be extended to cover strikes, riots and civil commotion (**Endorsement 25**).*

9. Nuclear Risk

There is no cover under this **Certificate** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;

b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;

c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or

d. the use, handling or transportation of radioactive material.

10. Convulsions of Nature

There is no cover (unless specifically obtained or provided in **Your Certificate** (**Endorsement 57A**)) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil/earth or other convulsions of nature.

*For an additional contribution, **Your Certificate** can be extended to cover flood, typhoon, hurricane, storm, tempest volcanic eruption, earthquake, landslide, landslip, subsidence etc. (**Endorsement 57**)*

11. Contractual Liability

We will not pay for any liability that arises by virtue of an agreement but for which **We** would not have been liable in the absence of such agreement.

12. Unauthorised Driver

We will not pay for any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Car**, in respect of which indemnity is provided by this **Certificate**, is being driven by any person other than an **Authorised Driver** or person driving on **Your** order or with **Your** permission.

Section E: Conditions – These apply to the whole Certificate

*This section spells out the terms and conditions that **You** must observe to ensure this **Takaful** remains effective. Basically these conditions are of three types:*

- *What **You** must do*
- *What **You** must not do*
- *What **We** can do*

Conditions Precedent to Certificate Liability

The following conditions are conditions precedent to the **Certificate** liability to indemnify **You** under this **Certificate** and have to be observed by **You** strictly. **We** can repudiate this **Certificate** and/or will not pay claims under the **Certificate** if **You** breach any of the relevant conditions. These conditions also apply to **Your Authorised Driver** and any legal representative who seek indemnity under this **Certificate**.

1. Duty of Disclosure

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

A. Consumer Takaful Contract

Where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this **Takaful**) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful** in accordance with remedies of the Islamic Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.

B. Non-Consumer Takaful Contract

Where **You** have applied for this **Takaful** for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful**.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.

If **You** misrepresented any facts to **Us** before the certificate is entered into, examples of the actions that may be taken by **Us** against **You** include the following:

- declare **Your Certificate** void from inception (which means treating it as invalid), and **We** may not return any contribution;
- cancel this **Certificate** and return any contribution less **Our** cancellation charge or recover any contribution not made;
- remove one or more named drivers from **Your Certificate** and adjust **Your** contribution accordingly;
- recover any shortfall in contribution;
- not pay any claim that has been or will be made under the **Certificate**; or
- be entitled to recover from **You** the total amount of any claim already paid under the **Certificate** or any claim **We** have to make because of any relevant road traffic legislation, plus any recovery cost.

2. Accidents and Claims Procedures

If **Your Car** is involved in any **Incident** that could lead to a claim under this **Certificate**, **You** must do the following:

a. Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:
   - Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
   - Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.

   We may allow a longer notification period if **You** can provide specific proof and justification for the delay.

b. Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.

c. Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

   A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.

d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.

e. Send **Your Car** to an **Approved Repairer** so that **We** can inspect **Your Car** before **We** give approval to proceed with repairs or take reasonable action to safeguard **You Car** from further loss or damage. Failure to remove **Your Car** to an **Approved Repairer** would be a breach of this condition and **Your Car** will not be covered under Section A of the **Certificate**.

f. You must obtain **Our** consent in writing before **You** repair **Your Car** or incur any expenses in connection with a claim under this **Certificate**.

You must not do any of the following:

- Admit any responsibility for any **Incident**; or
- Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

We will decide whether to negotiate, defend or settle, in **Your** name, **Your Authorised Driver's** name and/or on **Your** behalf, any claims made against **You** or **Your Authorised Driver** by a third party. If in **Our** assessment the third party claim made against **You** or **Your Authorised Driver** for property damage will exceed the limit of liability of RM3 million, the full amount of **Our** liability will be pay to **You** or the third party and hand over the further conduct of any defence, settlement or proceeding to **You** completely. After doing so **We** will not be liable under this **Certificate** to make any more payments to **You** or any claimant or any other person arising from the same **Incident**.

*The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this **Certificate**. "Anyone else" may refer to personal representative or administrator/estate of the participant.*

3. Cancellation

Either **You** or **We** may cancel this **Certificate** at any time during the **Period of Takaful**:

a. Cancellation by **You**:
   - **You** can cancel this **Certificate** at any time by returning the **Original Certificate of Takaful (CT)** to **Us** or, if the **CT** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
   - After returning the **CT** or SD **You** will be entitled to a return of contribution if no claim was incurred prior to cancellation. **Your** return will be the difference between the total contribution and **Our** customary short-period rates calculated for the time **Your Car** was covered until the date **We** received the **CT** or SD:

Period of Takaful	Return of Contribution
Not exceeding 1 week	87.5% of the total contribution
Not exceeding 1 month	75.0% of the total contribution
Not exceeding 2 months	62.5% of the total contribution
Not exceeding 3 months	50.0% of the total contribution
Not exceeding 4 months	37.5% of the total contribution
Not exceeding 6 months	25.0% of the total contribution
Not exceeding 8 months	12.5% of the total contribution
Exceeding 8 months	No return of contribution allowed

   - The **Certificate** will automatically lapse once **You** sell or dispose off **Your Car** because **Your** permissible **Takaful** interest in the **Car** will cease. If **You** want to transfer the **Certificate** to the new buyer, **You** have to get **Our** prior consent.

b. Cancellation by **Us**:
   - **We** may also cancel this **Certificate** with a valid reason, by giving **You** fourteen (14) days notice in writing by registered post to **Your** last address known to **Us**.
   - After returning the **CT** or SD **You** will be entitled to a return contribution for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CT** or SD from **You** to the expiry date of the **Certificate**.

   There will not be any return of contribution for any cancellation of **Certificate** (either by **You** or by **Us**) if **You** have made the **Minimum Contribution** only or if a claim has been made on this **Certificate**.

4. If there is More Than One Takaful or Insurance Covering the Same Car

a. **You** must inform **Us** in writing if **You** have taken out any other **Takaful** or insurance in respect of **Your Car** during the **Period of Takaful.**
b. If a claim arises under this **Certificate** and such a loss is also claimable under the other **Takaful** certificate(s) or insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to make the claim first and then seek recovery from the other co-**Takaful** operators or insurers who is/are also liable for the loss.

This clause is not applicable to **Endorsement** 200 – Personal Accident Basic as Condition 4 relates only to "The **Car**".

5. Subrogation

We are entitled to take over all rights and remedies that **You** may have against any third party who caused the loss. **We** shall have the absolute discretion in the conduct of any proceedings, at **Our** own costs, against the third party and in the settlement of any such claim and **You** shall give **Us** such information and assistance as **We** may require from time to time including assigning all rights to take action in **Your** name. **You** must however give **Us Your** full cooperation to protect these rights and provide all assistance and take such steps as **We** require.

6. Dispute Resolution

If there are differences or disputes on any matters relating to this **Certificate** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Asian International Arbitration Centre shall appoint an Umpire.

If the disputed sum is less than RM250,000, **You** may refer the matter to the **Financial Markets Ombudsman Service** to resolve the dispute.

7. Other Matters

We will only be liable to pay **You** any indemnity under this **Certificate** if **You**:

a. Comply with all the terms and conditions of this **Certificate**. These conditions are also applicable to **Your Authorised Driver** and any legal representative who seek assistance under this **Certificate**;
b. Maintain **Your Car** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Car**;
c. Take reasonable care to avoid any situation that could result in a claim. This **Certificate** will not cover **You** if **You** or **Your Authorised Driver** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Car** unattended while unlocked or with ignition keys left in or on **Your Car**; and
d. Make **Your Car** available to **Us** for inspection at all reasonable times upon request.

8. Sanction

Notwithstanding any other terms under this agreement, **We** shall not be deemed to make any payments or provide any service or benefit to any participant or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the participant would violate any applicable trade or economic sanctions law or regulation under the sanctions regimes of **UNSC**, **MOHA**, and **OFAC**.

9. Tax Provision

All contribution and fees that should be made under this **Certificate** may be subject to **Tax**. If **Tax** is imposed, it will be stated in the invoice and **We** reserves the right to claim or collect the **Tax** from **You** in addition to the contribution and/or fees that should be made under this **Certificate**.

10. Treatment of Small Amount

Small Amount shall mean any amount below Ringgit Malaysia Ten (RM10) arises from contribution excess, cancellation, surplus distribution or claims that are to be made other than by way of electronic payment. The Small Amount shall be channeled to charity. However, if **You** decide otherwise, **You** are required to submit a formal request to **Us**.

We may review the applicability of the above stated small amount and any change to the amount will be subjected to **Our** Shariah Committee approval.

Section F: Definitions of words highlighted in the Certificate

*This section explains what **We** mean by the words printed in bold in this **Certificate**.*

In this **Certificate**, **Schedule** and **Certificate of Takaful**, unless the context otherwise requires, the following words shall have the meanings as defined below.

1. Accessories

This refers to the standard factory-fitted tools of the **Car** including air-conditioners and spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **Schedule**.

2. Act of Terrorism

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

3. Adjuster

This refers to a person or entity registered under the Islamic Financial Services Act 2013 who is appointed by **Us** to investigate the cause and circumstances of a loss and to determine the amount of loss.

4. Approved Repairer

This refers to any of the following:

a. motor repair workshops which are on **Our** panel of approved workshops;
   (i) **We** will ensure there are adequate number of **Our** panel of approved workshops to provide reasonable and convenient access to **You**;
   (ii) Where there are no panel of approved workshops at any nearby locations in the event of an Incident, **We** may at **Our** discretion choose to either:
   - assist **You** in accessing the nearest workshop on **Our** panel and arrange for towing services to such selected workshop at no cost to **You**; or
   - allow the damaged vehicle to be repaired at any nearby accident repair workshop registered with Jabatan Pengangkutan Jalan (JPJ), as may be determined by **Us**.

or

b. any other repairer that **We** have given You special permission to use. The circumstances under which a special permission may be granted by **Us** includes:
   (i) no **Approved Repairer** described in (a) above is available at the location of **Your Car**, and **We** are unable to assist **You** in accessing the nearest workshop on **Our** panel or that is registered with JPJ;
   (ii) repairs that require special expertise from specific repairers which cannot be provided by an **Approved Repairer**; and
   (iii) franchise repairers.

5. Authorised Driver

This refers to 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.

6. Car

This refers to the motor vehicle described in the **Schedule** and includes the manufacturer's standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.

7. Certificate

Certificate includes the **Schedule**, the **Certificate of Takaful** and all **Endorsements** specifically listed in the **Schedule**.

8. Certificate of Takaful (CT)

This **Certificate** is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Certificate** is issued.

9. Cheating

This follows the meaning as defined under Section 415 of the Penal Code which is as follows:

Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".

10. Criminal Breach of Trust

This follows the meaning as defined under Section 405 of the Penal Code which is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

11. Endorsement

This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Certificate.**

12. Excess

This refers to the amount that must be borne by **You** first for each claim. The amount of the **Excess** is shown in the **Schedule**. **You** have to pay the **Excess** irrespective of who is at fault in the **Incident**.

13. ***Financial Markets Ombudsman Service (FMOS)(formerly known as Ombudsman for Financial Services)***
This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Certificate** as an alternative to the courts.

14. ***General Takaful Fund (GTF)***
This refers to a fund established to pool portion of contributions made by participants, on the basis of **Tabarru'** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by all participants.

15. ***Hibah***
It is a gift contract that is adopted in surplus sharing. If there is a surplus sharing declared from the **GTF** at the end of financial year, 50% of the surplus will be shared with the eligible Participant based on **Hibah**.
*Only to those Participants who have not incurred any claim and/or not received any benefits payable under each type of cover under this **Certificate.**

16. ***Household***
This refers to 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) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Driver**, in the case of his immediate family.

17. ***Incident***
Any event which could lead to a claim under this **Certificate**.

18. ***Ju'alah***
It is a commission (reward) for good performance in managing the **GTF** where the Takaful Operator shall be entitled to an incentive equal to 50% of any surplus sharing from the **GTF** after the end of each financial year.

19. ***Limitations as to Use***
According to **Your Certificate of Takaful** (**CT**), **Your Car** can only be used for "Social, domestic and pleasure purposes and for the participant's business". The **CT** also states that "The **Certificate** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

20. ***Market Value***
This refers to the reasonable cost to buy another car of the same make, model, age and general condition similar to **Your Car** at the time of loss. The **Market Value** of **Your Car** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** obtained this **Takaful**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Covered** then the **Market Value** would be based on that valuation system as described in clause 18 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Car** in the event of dispute would be determined by the Head Office of the **Car** franchise-holder and this value should be equal to the cost of purchasing a replacement car of the same make, model and age of **Your Car** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster**, agreed by both **You** and **Us**.

21. ***Market Valuation System***
This refers to the motor vehicle **Market Valuation System** approved by **Your Takaful** operator to determine the **Market Value** of **Your Car** at the time **You** obtained/renewed this **Certificate** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Covered** to avoid the consequences of under-coverage as described in Section A2e. Alternatively, **You** may choose to determine the **Sum Covered Yourself** but **You** would be subject to Section A2e if **You** are under-covered.

22. ***Minimum Contribution***
The minimal contribution described in the **Schedule**.

23. ***MOHA***
Shall mean Ministry of Home Affairs.

24. ***Named Driver***
This refers to the persons named in the **Certificate** who are authorised by **You** to drive **Your Car**. The compulsory excess of RM400 stated in Section A2g will not apply if **Your Car** is driven by a **Named Driver** provided they hold a valid full driving licence of the relevant type and are not disqualified to drive by law or for any other reason and are aged above 21 years old at the time of the **Incident**.

25. ***OFAC***
Shall mean Office of Foreign Assets Control.

26. ***Period of Takaful***
The period shown in the **Schedule** when the cover provided by this **Certificate** is operative. Cover is only valid from the actual time of participation of the **Takaful Certificate** or from when **You** and **We** agree that cover should commence.

27. ***Road***
Section 2 of the Road Transport Act 1987 defines "Road" as "any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, round-abouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

28. ***Qard***
It means an interest-free loan provided by the Takaful operator in the event of deficit in the **GTF**. The loan will be repaid when the **GTF** returns to its surplus position.

29. ***Schedule***
This document shows **Your** name and address, the **Period of Takaful**, the sections of this **Certificate** which apply, the contribution **You** have made, the **Car** which is covered, the **Sum Covered** and details of any extensions or **Endorsements**.

30. Sum Covered

This is the maximum that **We** will pay **You** for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Covered** must be sufficient to cover the cost to replace **Your Car** in the event of an **Incident** that completely destroys it.

31. Tabarru'

It means donation and in **Takaful**, it is the sum amount of money that participants willingly to contribute into the **GTF** for the purpose of cooperation among participants. It will be used to help the participants in the event of misfortunes.

32. Takaful

It means an arrangement based on mutual assistance under which **Takaful** Participants agree to contribute to **General Takaful Fund** (**GTF**), providing for mutual financial benefits payable to the **Takaful** participants or their beneficiaries on the occurrence of pre-agreed events.

33. Tax

Tax shall mean any present or future, direct or indirect, **Tax**, levy or duty, including consumption **Tax** or any tax of similar nature, which is imposed on goods and services by government or **Tax** authority.

34. UNSC

Shall mean United Nations Security Council.

35. Wakalah

It means a Shariah concept where an agent is appointed to undertake transactions on another person's behalf. In this **Takaful** contract, it shall mean that **We**, Zurich General **Takaful** Malaysia Berhad are appointed as a manager to manage the **Takaful** business on behalf of the Participant by charging an agreed **Wakalah** Fee.

36. We, Our, Us

This refers to Zurich General Takaful Malaysia Berhad that is issuing **You** this **Certificate** representing the participants of **GTF**.

37. You, Your, Yourself

This refers to the participant or person described in the **Schedule** as "the Participant".

Section G: Endorsements – applicable only if the Endorsement number is printed in the Certificate Schedule

*The following is a list of additional terms and conditions (known as **Endorsements**) that **We** may impose on **You** or optional covers available that **You** may want to add to **Your** basic **Certificate** by making additional contribution. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Certificate.***

Endorsement 1: Excess All Claims (please see page 4 for explanation and page 16 for definition)

The **Excess** amount shown in the **Schedule** is the amount that **You** have to pay for each and every claim under Section A arising out of one **Incident**. This means that **We** have the right to deduct the **Excess** from the amount that **We** would otherwise have to pay. If **We** are not able to deduct the **Excess**, **We** have the right to demand that **You** pay **Us** the **Excess** first, before **We** pay any payment.

We will not deduct this **Excess** for loss or damage in respect of third-party claims.

Endorsement 1(a): Voluntary Excess (Non-Tariff)

The **Excess** amount shown in the **Schedule** is the excess chosen by **You** in addition to any standard or compulsory **Excess** that may apply, **Your** contribution can be reduced, by selecting a Voluntary **Excess** in addition to the:

i) **Excess** All Claims (**Endorsement 1**) and/or

ii) Compulsory **Excess** (**Endorsement 2(f)**) that may be applicable on a claim The **Schedule** will reflect the Voluntary **Excess** that **You** have agreed to bear.

The Voluntary **Excess** ranges from RM500 to RM5,000 and will be applicable to ALL CLAIMS except third party claims.

We will not deduct this **Voluntary Excess** for loss or damage in respect of third-party claims.

Endorsement 3(q): Third Party, Fire and Theft Takaful (please see page 2 - "What is Covered?")

The cover that **You** have chosen for **Your Car** is called 'Third Party, Fire and Theft' **Takaful**. This means that the cover provided to **Your Car** under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason, all the remaining covers under Section A1a are deleted and Section B coverage has been obtained and is available to **You**.

Endorsement 15: Hire Financing

We note that **Your Car** is under a Hire Financing agreement with the Financing company named in the **Schedule** as the Financiers. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Financiers as long as they remain as the Financier of **Your Car** at the time of the **Incident**. The receipt from the Financiers will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes **You** are the principal party under this **Certificate** and not an agent or trustee for the Financiers and that **You** have not assigned **Your** rights, benefits and claims under this **Certificate** to the Financiers. **You** cannot assign **Your** rights, benefits and claims under this **Certificate** to anybody without **Our** written consent.

Endorsement 15(a): Employer's Financing

We note that **Your Car** was bought under an Employer's Financing agreement. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Employer named in the **Schedule** as long as the financing remains outstanding at the time of the **Incident** giving rise to a claim. The receipt from the Employer will fully discharge **Us** from any further claims or liability in respect of the **Incident**.

Other than the above, **Our / Your** rights and liabilities under this **Certificate** are not affected.

Endorsement 18: Fleet Rated Risks – Cancellation of 'No Claim Discount'

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this **Certificate** is cancelled.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 22: Caravan / Luggage / Boat Trailers

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under this **Certificate** shall cover Caravan or Luggage or Boat Trailer that is specified in the **Schedule** under the heading '**Endorsement 22**' while it is being used together with **Your Car.**

This **Endorsement** does not cover:

a. legal liability for death or bodily injury to any passenger in the specified Caravan / Luggage / Boat Trailer unless such person is being carried by reason of or in pursuance of a contract of employment;
b. loss or damage to the contents of or anything being carried in the specified Caravan / Luggage / Boat Trailer; and
c. loss or damage to the Boat being carried by the specified Trailer.

The maximum amount that **We** will pay for loss or damage to the specified Caravan / Luggage / Boat Trailer under Section A for this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 22**'.

Endorsement 24(c): Reliability Trials, Competitions etc.

In consideration of the additional contribution that **You** made to **Us** for this **Endorsement, We** agree that the **Takaful** provided under this **Certificate** shall cover **Your Car** while it is being used for *[state either reliability trials, competition]* to be held at *[state place / location]* on *[state date]* organized by *[state name of organizer]* including officially conducted practice for the event.

Endorsement 25: Strike, Riot and Civil Commotion

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** shall cover loss or damage to **Your Car** caused by:

a. the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strikeor lock out or not); and
c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This **Endorsement** does not cover:

a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
b. revolution, rebellion or civil disturbance amounting to a popular uprising; and
c. **Act of Terrorism**.

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

Endorsement 57: Inclusion of Special Perils

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** will cover loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

Endorsement 72: Legal Liability of Passengers for Negligent Acts

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section B of this **Certificate** will include legal liability incurred by any passenger in **Your Car** on condition that the passenger:

a. is not driving **Your Car**;
b. is not entitled to indemnity under any other certificate of **Takaful** which cover legal liability as provided under this **Endorsement**; and
c. complies with all the terms and conditions of this **Certificate** as though he was **You**.

This **Endorsement** does not cover:

a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
b. damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and / or
c. death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

Endorsement 87: Agreed Value Clause

The Agreed Value shown in the **Schedule** is the maximum amount that **We** will pay for **Your Car**, less any **Excess** (if applicable) if **Your Car** is stolen or totally destroyed.

We and **You** have agreed at the commencement of this **Certificate** to use this value as the basis of settlement provided **We** are liable to pay for such loss or destruction under the terms and conditions of this **Certificate**. The **Market Value** of **Your Car** at the time of the loss will not be taken into account.

Endorsement 89: Cover for Windscreens, Windows and Sunroof

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 89**'.

If **Your** claim is for the damaged glass only and no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement.

If the damaged glass is replaced, the cover provided by this **Endorsement** comes to an end as soon as the glass is replaced. If **You** wish to enjoy continued coverage **You** must make additional contribution to **Us** for a new **Endorsement** cover.

Alternatively, if the damaged glass is repaired this cover will continue but the limit of the amount payable will be reduced by the amount of the repair cost. To restore the cover to the original limit **You** must make additional contribution to **Us**.

We have the final say on whether to repair or to replace the damaged glass.

Endorsement 89(a): Cover for Windscreens, Windows and Sunroof – Enhanced (Non-Tariff)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 89(a)**'.

If **Your** claim is for the damaged glass only and no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement.

If the damaged glass is either replaced or repaired, this cover will continue but the limit of the amount payable will be reduced by the amount of the replacement or repair cost. To restore the cover to the original limit **You** must make additional pro-rated contribution to **Us.**

If the damaged glass is repaired, and the total repair cost is less than 30% of the available amount to claim, **We** will not reduce the limit of the amount payable for one (1) time only during the **Period of Takaful**.

Endorsement 95: Leasing Agreement

We note that **Your Car** is under a Leasing Agreement with the Leasing company named in the **Schedule** as the Lessors. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the **Incident**. The receipt from the Lessors will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes, **You** are the principal party under this **Certificate** and not as an agent or trustee for the Lessors and **You** have not assigned **Your** rights, benefits and claims under this **Certificate** to the Lessors. **You** cannot assign **Your** rights, benefits and claims under this **Certificate** without **Our** written consent.

Endorsement 97: Separate Cover for Accessories fixed to Your Car

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** shall cover the non-standard **Accessories** specified in the **Schedule.** The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the said **Schedule** under the heading '**Endorsement 97**'.

If **Your** claim is for the **Accessories** only and no other damages, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is terminated on the date **Your** claim is settled under this **Endorsement**. To restore this cover **You** must make additional contribution to **Us** for the renewed cover.

Endorsement 97(a): Gas Conversion Kit and Tank

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** shall cover loss or damage to the Gas Conversion Kit and Tank of **Your Car** as a separate item provided it is installed by a qualified installer. The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 97(a)**'.

If **Your** claim is for the Gas Conversion Kit and Tank only and no other damage, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is terminated on the date **Your** claim is settled under this **Endorsement**. To restore this cover **You** must make additional contribution to **Us** for the renewed cover.

Endorsement 100: Legal Liability to Passengers

In consideration of the additional contribution that **You made** for this **Endorsement**, **We** shall pay towards **You** or **Your Authorised Driver's** liability to any person being carried in or upon or entering or getting into or onto or alighting from **Your Car** except for:

a. death or bodily injury to any passenger being carried for hire or reward;
b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;
c. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Driver** and / or any member of **Your** or **Your Authorised Driver's Household**;
d. liability to any person who is a member of **Your** and / or **Your Authorised Driver's Household** who is a passenger in **Your Car** unless he / she is required to be carried in or on **Your Car** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Driver** and / or his / her employer;
e. liability caused by a passenger travelling in or alighting from **Your Car**;
f. any claims brought against **You** by any driver of **Your Car**, whether authorised or not;
g. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
h. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

Condition of Cover

If at the time of **Incident** giving rise to a claim under this **Endorsement**, **Your Car** is carrying passengers in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of passengers specified for the vehicle as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an **Incident** is more than the maximum number permitted in the vehicle by law, **We** will not pay their claim in full. Any payment **We** pay to any claimant under this **Endorsement** will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the **Incident.** The difference between the sum paid by **Us** and the claim to be paid to each passenger claimant shall be borne by **You** or **Your Authorised Driver**. The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of } \textbf{Incident}} \times \text{Total Claim Awarded}$$

Endorsement 101: Extension of Cover to the Kingdom of Thailand

Pursuant to the additional contribution that **You** made to **Us**, the **Takaful** provided under Section A and Section B1a(ii) of this **Certificate** shall cover **Your Car** while it is being used in the Kingdom of Thailand from the inception date on [state date] to midnight (Malaysian Standard Time) on *[state date]*. The limit of liability that **We** provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This **Endorsement** does not cover legal liability under Section B1a(i) while **Your Car** is being used in the Kingdom of Thailand.

Endorsement 102: Extension of Cover to Kalimantan

In consideration of the additional contribution made by **You** to **Us**, the geographical area of this **Certificate** is extended to include Kalimantan with effect from___a.m. / p.m. on *[state date]* to midnight (Malaysian Standard Time) on *[state date]* subject to the limit of liability of RM50,000 under Section B1a(i) and B1a(ii).

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 105: Limits of Liability for Third Party Property Damage (TPPD)

In consideration of the additional contribution that **You** made to **Us** for this **Endorsement**, **We** agree to increase the limit of liability provided under Section B2(ii) of this **Certificate** to RM *[state new limit]* with effect from *[state date]*.

Limits of liability in excess of RM3 million up to RM20 million is allowed subject to additional contribution stated as below:

TPPD limits of Liability

From RM3 million up to RM4 million	-	15% of Third Party Contribution
Up to RM6 million	-	30% of Third Party Contribution
Up to RM10 million	-	45% of Third Party Contribution
Up to RM20 million	-	60% of Third Party Contribution

Endorsement 109: Extension of Cover for Ferry Transit to and/or from Sabah and the Federal Territory of Labuan

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that the **Takaful** provided under Section A of this **Certificate** shall cover loss or damage to **Your Car** when in transit to and / or from Sabah and Federal Territory of Labuan.

You must bear the first 1% of the **Sum Covered** or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this **Endorsement**. **We** have the right to deduct this amount in addition to the **Excess** mentioned in the **Schedule** of this **Certificate**.

Endorsement 111: Current Year "No Claim Discount" Relief (only applicable to Comprehensive Private Car Certificate)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree to compensate **You** the No Claim Discount that **You** may forfeit due to a claim being made under this **Certificate**. The amount is equal to **Your** No Claim Discount entitlement shown in the **Schedule** of this **Certificate** for the current **Period of Takaful**.

The cover provided under this **Endorsement** is terminated automatically when:

a. **We** pay a claim under this **Endorsement**;
b. the ownership of this **Certificate** is transferred to another party; or
c. **You** withdraw **Your** No Claim Discount entitlement from this **Certificate**.

We will not return any portion of the additional contribution that **You** made to **Us** if the cover under this **Endorsement** is terminated as mentioned above or if **You** cancel this **Endorsement** at any time.

Endorsement 112: Compensation for Assessed Repair Time (CART)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** will pay compensation for the number of days assessed by **Us** as required to repair **Your Car** under Section A of this **Certificate** ('the assessed repair time'). **We** agree that payment will be based on the assessed repair time by the **Adjuster** or the maximum amount provided in the **Schedule** whichever is the lesser.

The maximum rate per day and the maximum number of days that **We** will pay under this **Endorsement** is limited to the amounts mentioned in the **Schedule** under the heading '**Endorsement 112**'.

For any claim that **We** agree to pay under this **Endorsement, We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

We will not pay:

a. if **Your** claim is only for breakage of glass that is payable under **Endorsements 89** or **89(a)** or **89(b)**;
b. for any delay in the time taken to repair **Your Car** beyond the assessed repair time. The final decision on the time required to repair **Your Car** will be decided by **Us** irrespective of whether **Your** claim is lodged directly with **Us** or against a third party;
c. if **Your** claim is for theft or total loss of **Your Car**; or
d. if **Your** claim is under a BER process.

We will not return any portion of the additional contribution that **You** made to **Us** if **You** cancel this **Endorsement** at any time.

Endorsement 113: Reference to Motor Vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by **Us** to determine the **Sum Covered** of **Your Car** at the time **You** participate/renewed this **Certificate** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Car** would be determined by the ISM Automotive Business Intelligence System (ISM-ABI) and this value would be accepted as the cost of acquiring a replacement car of the same make, model and age of **Your Car** at the time of loss.

If no **Market Value** is available from the ISM-ABI for **Your** Car, the **Market Value** of the **Car** would be determined by an **Adjuster**, agreed to by both **You** and **Us**.

The valuation done by the ISM-ABI or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Car** in any legal proceedings against **Us**.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 200: Personal Accident Basic (Non-Tariff)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** will pay the amount as stated in the **Schedule** if **You/Driver/Passenger(s)** sustain **Bodily Injury** whilst travelling in the **Car** resulting in death within twelve (12) months from the date of accident.

If **Bodily Injury** does not result in death within twelve (12) months from the occurrence of the accident but result in any of the following losses within the said twelve (12) months, whichever occurs first, **We** will pay up to the amount as stated in the **Schedule** for:

- Injuries resulting in being permanently bedridden.
- Any other injuries causing **Permanent Total Disablement.**
- Total and irrecoverable loss of sight in one eye.
- Total loss of use or physical severance of one hand or one foot.

We will not pay more than 100% of the principal sum covered per person as stated in the **Schedule**. **We** will pay the Participant or Participant's legal representative the amount stated in the **Certificate Schedule**.

The maximum sum payable for any one **Period of Takaful** shall not exceed the seating capacity as stated in the **Schedule**. On the happening of an accident giving rise to a claim, this **Endorsement** shall thereafter cease to be in force.

<u>Condition of Cover</u>

If at the time of accident giving rise to a claim under this **Endorsement**, **Your Car** is carrying passengers in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of passengers specified for the **Car** as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an accident is more than the maximum number permitted in the **Car** by law, **We** will not pay their claim in full. Any payment **We** pay to any claimant under this **Endorsement** will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the accident**.** The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of } \textbf{Incident}} \times \text{Total Claim Awarded}$$

Bodily Injury shall mean **Bodily Injury** sustained in accident directly and independently of all other causes.

Permanent Total Disablement shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the person from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.

We will not pay if the death, disablement, injury or loss caused directly or indirectly by:

a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, self-inflicted injury, suicide (whether felonious or not) or any attempt thereat, provoked assault, deliberate exposure to exceptional danger (except in an attempt to save human life), **You/Driver/Passenger(s)** criminal act, intoxication, drugs or insanity and in the event of any claim hereunder **You** shall prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof **We** shall not be liable to pay any payment in respect of such a claim;
b) any pre-existing physical defects or infirmity, fits of any kind, disease or sickness of any kind;
c) childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by the accident to **You/Driver/Passenger(s)** while driving, riding, alighting or boarding **Your Car**;
d) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
e) to any person while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or used for any purpose in connection with motor trade;
f) while the **Car** is used for illegal business pursuit as an unlicensed common carrier.

Endorsement 202: Towing and Cleaning due to Water Damage (Non-Tariff)

In consideration of the additional contribution that **You** made to **Us** for this **Endorsement**, **We** agree that in the event **Your Car** sustains water damage due to flooding, flash flood, overflowing of waterways, drains or rivers or mud slides which requires towing and cleaning of **Your Car**, **We** will reimburse the actual expenses for towing and cleaning of **Your Car** up to a maximum limit as specified under the **Schedule** during the **Period of Takaful**. This cover is limited to one claim in each **Period of Takaful**.

This cover does not apply:

a) to costs replacement of parts, carpets, upholstery, seat covers and the like
b) overhaul of engine, transmission or other mechanical or electrical parts

You must provide **Us** a copy of the police report on the **Incident** and original receipts for the expenses incurred and photographs of the **Car** before and after the towing and cleaning works.

Endorsement 203: Key Replacement (Non-Tariff)

In consideration of the additional contribution that **You** made for this **Endorsement**, if **Your** key is stolen and / or lost, **We** will reimburse 80% of the cost of replacing the key up to a maximum amount as per **Schedule** and is limited to one claim in each **Period of Takaful**.

You must provide **Us** a copy of the police report on the **Incident** and original receipts for the expenses incurred.

Endorsement 207: Waiver of Betterment (Non-Tariff)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree that **You** would not be required to contribute any amount towards **Your Car's** betterment if new original parts are used to repair **Your Car** on condition that the age of **Your Car** must not be less than five (5) years and not more than fifteen (15) years (for the purpose of determining the age of **Your Car**, please refer to Section A(2)(f) of this **Certificate**).

This cover will automatically be terminated upon settlement of a claim under this **Endorsement**. If **You** wish to enjoy continuous coverage **You** must obtain a new **Endorsement** cover and make additional contribution to **Us**.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 221A: E-Hailing Private Hire Car- Daily (Non-Tariff) (only applicable to Comprehensive Private Car Certificate)

In consideration of the additional contribution that **You** made for this **Endorsement**, the **Certificate** shall provide coverage on the following five (5) "Additional Extended Covers" during the time the **Car** is **On Call** while providing an **E-Hailing Service**, subject to the definitions, terms, conditions and exclusions as stated in this **Endorsement**:

i. Loss or Damage to **Your** Own **Car** (as expressed under Section A of the **Certificate**)
ii. Liability to Third Parties (as expressed under Section B of the **Certificate**)
iii. Legal Liability to Fare-Paying Passengers
iv. Legal Liability of Fare-Paying Passengers for Negligent Acts
v. Personal Accident Cover for Authorised **E-Hailing Driver**

<u>**Additional Extended Covers**</u>

i. **Loss or Damage to Your Own Car**
Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section A with the exception that cover now applies when the **Car** is **On Call**.

ii. **Liability to Third Parties**
Coverage for Liability to Third Parties will follow the terms and conditions provided under Section B with the exception that cover now applies when the **Car** is **On Call.**

iii. **Legal Liability to Fare-Paying Passengers**

We shall indemnify towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-Paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** during **On Call** except for:

a) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;
b) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised E-Hailing Driver** and/or any member of **Your** or **Your Authorised E-Hailing Driver's Household** unless these are being carried for hire or reward during the **E-Hailing Service**;
c) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and
d) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and
e) all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You** or **Your Authorised E-Hailing Driver**; and
f) all liability caused by or contributed to by the **E-Hailing Service** provider and/or failure of the **E-Hailing App**; and
g) consequential loss of any kind arising from any of the above;
h) any claims brought against **You** by any driver of **Your Car**, whether authorised or not.

iv. **Legal Liability of Fare-Paying Passengers for Negligent Acts**

We agree that the **Takaful** provided under Section B will include legal liability incurred by any passenger during his ride as a **Fare-Paying Passenger** in **Your Car** on condition that the passenger:

a) is not driving **Your Car**;
b) is not entitled to indemnity under any other **Certificate** of **Takaful**; and
c) complies with all the terms and conditions of this **Certificate** as though he were **You.**

We will not cover:

a) death or B**odily Injury** to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
b) damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and / or
c) death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

v. **Personal Accident Cover for Authorised E-Hailing Driver**

We will pay the amount as stated below if the **Authorised E-Hailing Driver** sustains **Bodily Injury** whilst **On Call** resulting in any of the following events within twelve (12) months from the date of accident, whichever occurs first:

Events	Amount (RM)
1. Death	50,000
2. Permanent Disablement - Injuries resulting in being permanently bedridden. - Any other injuries causing **Permanent Total Disablement.** - Total and irrecoverable loss of sight in one eye. - Total loss of use or physical severance of one hand or one foot.	50,000
3. Weekly Benefit	RM 50 per week up to a maximum of 26 consecutive weeks

Provided always that:

a) If **You** suffer **Bodily Injury** that results in more than one (1) of the events listed above, **We** will only pay for one (1) event. **Our** total liability shall not exceed RM50,000 during any one (1) **Period of Takaful**.
b) Weekly Benefit is payable if the **Authorised E-Hailing Driver** suffers total disablement that prevents him or her from attending any portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.
c) No compensation shall be payable if the **Bodily Injury** is directly or indirectly caused by self-inflicted injury, suicide (whether felonious or not) or any attempt thereat, provoked assault, deliberate exposure to exceptional danger (except in an attempt to save human life), insanity, any pre-existing physical defects or infirmity, fits of any kind, disease or sickness of any kind and pregnancy.
d) No compensation shall be payable if the **Authorised E-Hailing Driver** is not authorised by **You**.

Conditions of Cover

1. Any restriction to cover with regards to **Private Hire** as mentioned in this **Certificate** is therefore cancelled when this **Endorsement** is in force.
2. No refund shall be allowed for the cancellation of this **Endorsement**.
3. Effective date and expiry date of this **Endorsement** are as specified in the **Schedule**.

Definitions

1. **Authorised E-hailing Driver** shall refer to any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an **E-Hailing Service** provider for the purpose of performing **E-Hailing Services** using this **Car** and with **Your** permission to do so.
2. **Bodily Injury** shall refer to bodily injury sustained in accident directly and independently of all other causes.
3. **CVLB** shall refer to the licensing authority in East Malaysia for public service vehicles, i.e. Commercial Vehicle Licensing Board.
4. **E-Hailing App** shall refer to the electronic mobile application provided by an intermediation business.
5. **E-Hailing Services** shall refer to the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **E-Hailing App**. The description of e-hailing services and **Private Hire** are synonymous and applies in context.
6. **Fare-Paying Passenger(s)** shall refer to passenger(s) who pay a fare to be transported in the **Car** pursuant to an **E-Hailing Service** call together with every person who accompanies them in the same ride.

7. **On Call** shall refer to the period between the point the **Authorised E-Hailing Driver** logs on to the **E-Hailing App**, until:
   i. the last **Fare-Paying Passenger** of the last trip has fully disembarked or alighted from the e-hailing **Car**, or
   ii. when the last trip on the **E-Hailing App** has ended or has been cancelled through the **E-Hailing App**, or
   iii. when the **E-Hailing Driver** logs off the **E-Hailing App** (i.e. the **Authorised E-Hailing Driver** is no longer available for **Private Hire** or to accept any trips for e-hailing,

   whichever occurs later.
8. **Permanent Total Disablement** shall refer to disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the **Authorised E-Hailing Driver** from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.
9. **Private Hire** shall refer to the license granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **E-Hailing Service**.
10. **APAD** shall refer to the licensing authority for public service vehicles, i.e. Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 221: E-Hailing Private Hire Car (Non-Tariff) (only applicable to Comprehensive Private Car Certificate)

In consideration of the additional contribution that **You** made for this **Endorsement**, the **Certificate** shall provide coverage on the following five (5) "Additional Extended Covers" during the time the **Car** is **On Call** while providing an **E-Hailing Service**, subject to the definitions, terms, conditions and exclusions as stated in this **Endorsement**:

i. Loss or Damage to **Your** Own **Car** (as expressed under Section A of the **Certificate**)
ii. Liability to Third Parties (as expressed under Section B of the **Certificate**)
iii. Legal Liability to Fare-Paying Passengers
iv. Legal Liability of Fare-Paying Passengers for Negligent Acts
v. Personal Accident Cover for Authorised E-Hailing Driver

<u>Additional Extended Covers</u>

i. **Loss or Damage to Your Own Car**
Coverage for Loss or Damage to Own **Car** will follow the terms and conditions provided under Section A with the exception that cover now applies when the **Car** is **On Call**.

ii. **Liability to Third Parties**
Coverage for Liability to Third Parties will follow the terms and conditions provided under Section B with the exception that cover now applies when the **Car** is **On Call.**

iii. **Legal Liability to Fare-Paying Passengers**
We shall indemnify towards **You** or **Your Authorised E-Hailing Driver's** liability to any **Fare-Paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** during **On Call** except for:
   a) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Driver**;
   b) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised E-Hailing Driver** and/or any member of **Your** or **Your Authorised E-Hailing Driver's Household** unless these are being carried for hire or reward during the **E-Hailing Service**;
   c) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam;
   d) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam;
   e) all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You** or **Your Authorised E-Hailing Driver**;
   f) all liability caused by or contributed to by the **E-Hailing Service** provider and/or failure of the **E-Hailing App**;
   g) consequential loss of any kind arising from any of the above; and
   h) any claims brought against **You** by any driver of **Your Car**, whether authorised or not.

iv. **Legal Liability of Fare-Paying Passengers for Negligent Acts**
We agree that the **Takaful** provided under Section B will include legal liability incurred by any passenger during his ride as a **Fare-Paying Passenger** in **Your Car** on condition that the passenger:
   a) is not driving **Your Car**;
   b) is not entitled to indemnity under any other **Certificate of Takaful**; and
   c) complies with all the terms and conditions of this **Certificate** as though he were **You.**

We will not cover:
   a) death or **Bodily Injury** to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
   b) damage to any property that belongs to or is held in trust or in the custody or control of **You** or the passenger or which is being carried in **Your Car**; and / or
   c) death or bodily injury to the driver or any other passenger travelling in **Your Car** at the same time.

v. **Personal Accident Cover for Authorised E-Hailing Driver**
We will pay the amount as stated below if the **Authorised E-Hailing Driver** sustains **Bodily Injury** whilst **On Call** resulting in any of the following events within twelve (12) months from the date of accident, whichever occurs first:

Events	Amount (RM)
1. Death	50,000
2. Permanent Disablement - Injuries resulting in being permanently bedridden. - Any other injuries causing **Permanent Total Disablement.** - Total and irrecoverable loss of sight in one eye. - Total loss of use or physical severance of one hand or one foot.	50,000
3. Weekly Benefit	RM 50 per week up to a maximum of 26 consecutive weeks

Provided always that:

a) If **You** suffer **Bodily Injury** that results in more than one (1) of the events listed above, **We** will only pay for one (1) event. **Our** total liability shall not exceed RM50,000 during any one (1) **Period of Takaful**.
b) Weekly Benefit is payable if the **Authorised E-Hailing Driver** suffers total disablement that prevents him or her from attending any portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.
c) No compensation shall be payable if the **Bodily Injury** is directly or indirectly caused by self-inflicted injury, suicide (whether felonious or not) or any attempt thereat, provoked assault, deliberate exposure to exceptional danger (except in an attempt to save human life), insanity, any pre-existing physical defects or infirmity, fits of any kind, disease or sickness of any kind and pregnancy.
d) No compensation shall be payable if the **Authorised E-Hailing Driver** is not authorised by **You**.

Conditions of Cover

1. Any restriction to cover with regards to **Private Hire** as mentioned in this **Certificate** is therefore cancelled when this **Endorsement** is in force.
2. No refund shall be allowed for the cancellation of this **Endorsement**.
3. Effective date and expiry date of this **Endorsement** are as specified in the **Schedule**.

Definitions

1. **Authorised E-Hailing Driver** shall refer to any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an **E-Hailing Service** provider for the purpose of performing **E-Hailing Services** using this **Car** and with **Your** permission to do so.
2. **Bodily Injury** shall refer to bodily injury sustained in accident directly and independently of all other causes.
3. **CVLB** shall refer to the licensing authority in East Malaysia for public service vehicles, i.e. Commercial Vehicle Licensing Board.
4. **E-Hailing App** shall refer to the electronic mobile application provided by an intermediation business.
5. **E-Hailing Services** shall refer to the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an **E-Hailing App**. The description of **E-Hailing Services** and **Private Hire** are synonymous and applies in context.
6. **Fare-Paying Passenger(s)** shall refer to passenger(s) who pay a fare to be transported in the **Car** pursuant to an **E-Hailing Service** call together with every person who accompanies them in the same ride.
7. **On Call** shall refer to the period between the point the **Authorised E-hailing Driver** logs on to the **E-Hailing App**, until:
   i. the last **Fare-Paying Passenger** of the last trip has fully disembarked or alighted from the e-hailing **Car**, or
   ii. when the last trip on the **E-Hailing App** has ended or has been cancelled through the **E-Hailing App**, or
   iii. when the **E-Hailing Driver** logs off the **E-Hailing App** (i.e. the **Authorised E-Hailing Driver** is no longer available for **Private Hire** or to accept any trips for e-hailing,

   whichever occurs later.
8. **Permanent Total Disablement** shall refer to disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the **Authorised E-Hailing Driver** from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.
9. **Private Hire** shall refer to the license granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **E-Hailing Service**.
10. **APAD** shall refer to the licensing authority for public service vehicles, i.e. Land Public Transport Agency (also known as Agensi Pengangkutan Awam Darat).

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 263: Free Windscreen, Windows Repair (Non-Tariff)

We agree that the **Takaful** provided under this **Certificate** will cover the cost to repair any glass in the windscreen, window of **Your Car** that is accidentally cracked and / or chipped provided the damaged glass is repairable and subject to no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this **Endorsement** (before deduction of **Excess**) is the amount mentioned in the **Schedule** under the heading '**Endorsement 263**'. **We** will deduct an **Excess** of RM50 from the claim amount that **We** will agree to pay **You** under this **Endorsement**. This claim does not affect **Your** No Claim Discount entitlement.

This benefit is limited to one (1) claim per **Period of Takaful**. **You** must provide **Us** the original receipt for the expenses incurred and photographs of the damaged glass before the repair. This **Endorsement** does not cover the replacement of the damaged glass and cost of lamination/tinting film.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 57A: Inclusion of Special Perils – Package (Non-Tariff)

We agree that the **Takaful** provided under Section A of this **Certificate** will cover loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 297A: Waiver of Compulsory Excess – Package (Non-Tariff)

It is hereby declared and agreed that the Compulsory **Excess** of RM400 as stated in the **Certificate** will be waived if **You** or any of **Your Authorised Driver** drive **Your Car.**

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 89(b): Cover for Windscreens, Windows and Sunroof – Package (Non-Tariff)

We agree that the **Takaful** provided under Section A of this **Certificate** will cover the cost to replace or repair any glass in the windscreen, window or sunroof of **Your Car** that is accidentally damaged including the cost of lamination / tinting film (if any) provided no other claim is submitted for this **Incident**. The maximum amount that **We** will pay under this **Endorsement** is the amount mentioned in the **Schedule** under the heading '**Endorsement 89(b)**'.

If **Your** claim is for the damaged glass only and no other damage, **We** will not deduct any **Excess**, and **You** will not lose **Your** No Claim Discount entitlement.

If the damaged glass is either replaced or repaired, this cover will continue but the limit of the amount payable will be reduced by the amount of the replacement or repair cost. Once 100% of the limit stated in the **Certificate** is paid for **Your** claim, this benefit will cease to exist, and no reinstatement is allowed under this **Endorsement**.

To continue having windscreen cover under **Your Certificate**, **You** can pay additional contribution under **Endorsement 89(a)**.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 200C: Personal Accident with Credit Protection (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** will pay the amount as stated in the **Schedule** if **You/Driver/Passenger(s)** sustain **Bodily Injury** whilst travelling in the **Car** resulting in death within twelve (12) months from the date of accident.

If **Bodily Injury** does not result in death within twelve (12) months from the occurrence of the accident but result in any of the following losses within the said twelve (12) months, whichever occurs first, **We** will pay up to the amount as stated in the **Schedule** for:

- Injuries resulting in being permanently bedridden.
- Any other injuries causing **Permanent Total Disablement.**
- Total and irrecoverable loss of sight in one eye.
- Total loss of use or physical severance of one hand or one foot.

Bodily Injury shall mean **Bodily Injury** sustained in accident directly and independently of all other causes.

Permanent Total Disablement shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the person from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.

Condition of Cover

If at the time of accident giving rise to a claim under this **Endorsement**, **Your Car** is carrying passengers in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of passengers specified for the **Car** as registered at the Road Transport Department.

If the number of passengers carried at the time of the happening of an accident is more than the maximum number permitted in the **Car** by law, **We** will not pay their claim in full. Any payment **We** pay to any claimant under this **Endorsement** will be rateably reduced in the proportion of the legally permitted maximum number of lawful passengers over the actual number of passengers carried, at the time of the accident. The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of passengers permitted by law}}{\text{Actual number of passengers carried at time of } \textbf{Incident}} \times \text{Total Claim Awarded}$$

Exclusions

We will not pay if the death, disablement, injury or loss caused directly or indirectly by:

a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, self-inflicted injury, suicide (whether felonious or not) or any attempt thereat, provoked assault, deliberate exposure to exceptional danger (except in an attempt to save human life), **You/Driver/Passenger(s)** criminal act, intoxication, drugs or insanity and in the event of any claim hereunder **You** shall prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof **We** shall not be liable to pay any payment in respect of such a claim;

b) any pre-existing physical defects or infirmity, fits of any kind, disease or sickness of any kind;

c) childbirth, miscarriage, abortion, pregnancy or any complications thereof unless caused solely and directly by the accident to **You/Driver/Passenger(s)** while driving, riding, alighting or boarding **Your Car**;

d) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;

e) to any person while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or used for any purpose in connection with motor trade;

f) if **You** and/or the **Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that **You** and/or the **Authorised Driver** is incapable of having proper control of **Your Car**. **You** and/or the **Authorised Driver** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;

g) if the **Authorised Driver** does not hold a valid driving licence to drive the **Car** or is not qualified to obtain a valid driving licence under the regulations of the Malaysia Road Transport Department;
h) while the **Car** is used for illegal business pursuit as an unlicensed common carrier.

Claims Payment

On the happening of any claim under this **Certificate**:

1. **We** will not pay more than hundred percent (100%) of the principal **Sum Covered** as stated in the **Schedule**.
2. All claims paid under the benefits shall reduce the **Sum Covered** by that amount from the date of accident until the expiry of this **Certificate**.
3. Once one hundred percent (100%) of the **Sum Covered** under the benefits is paid, **We** have no further liability to **You** and this cover shall immediately cease to be in force.
4. Credit Protection if **You** are injured in a **Car** accident**:** If **You** sustain **Bodily Injury** whilst travelling in the **Car** resulting in death within twelve (12) months from the date of accident, **We** will pay off **Your** outstanding personal loan balance with the financing company as specified in the **Schedule,** up to the principal **Sum Covered** stated in the **Schedule.** Any remaining balance will be refunded to **You** or **Your** legal representative. Personal loan refers to unsecured loans that do not require **You** to use an asset – such as a home or car – as collateral.

Any claim under this benefit, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 332: Zurich Roadside Assistance (Non-Tariff)

This **Endorsement** entitles **You** to a 24-hour Zurich Roadside Assistance. The services will only be rendered to **Your Car** specified in the **Schedule** in the event of a **Breakdown** or accident during the **Period of Coverage**. **You** and/or **YourAuthorised Driver**' or passenger(s) must call **Our** 24-hour helpline specified in the **Schedule** to be entitled to request the services below.

1. **Minor Roadside Repair**
   If **Your Car** suffers a **Breakdown** and it is possible to repair it on the site, **We** shall organize and pay for labour costs for minor roadside repairs of **Your Car** up to a maximum of one (1) labour hour per event. If the repairs cannot be completed within one (1) hour, **We** will tow **Your Car** to a workshop.

   We shall not be responsible for any cost incurred for spare parts required during the minor roadside repairs.

2. **Emergency Towing Services**
   We will tow **Your Car** on a round-trip basis up, to the limit stated in **Your Schedule**. This applies to each **Incident** or in total during the **Period of Coverage**. Once **We** have towed **Your Car**, the amount left for towing in **Your Certificate** will reduce by the towing distance on A round-trip basis. When the limit stated in **Your Schedule** is reached, the coverage under this **Endorsement** will no longer be available and reinstatement is not allowed.

   If the towing distance goes over the limit, towing will cost about RM5.00/km. This rate is an estimate and can change with market conditions. This cost and any other additional cost, including toll charges shall be borne by **You** and/or **Your Authorised Driver**.

   a) Emergency Towing due to Breakdown
   If **Your Car** suffers a **Breakdown** and it is not possible to repair it on the site, **We** shall assist to tow **Your Car** to **Your** preferred workshop or **Your** and/or **Your Authorised Driver**'s home.

   If **Your Car** is an electric vehicle and it runs out of charge, **We** will tow **Your Car** to the nearest working charging point.

   b) Emergency Towing due to Accident
   If **Your Car** is immobilized due to an accident, fire, explosions or lightning, **We** will tow **Your Car** from the scene of the **Incident** to **Our Approved Repairer**, or a safe place of storage of **Your** choice, whichever is deemed applicable in the **Certificate.**

   If needed, **We** will also tow **Your Car** to the nearest police station for lodging of a police report. **You** or **Your Authorised Driver** will have to cover the cost of this.

   If towing due to accident is provided under this **Endorsement**, the accident towing benefit specified under Section A (3) will not apply. If **Our** 24-hour helpline is not used, the accident towing benefit specified under Section A (3) will apply.

3. **International Repatriation**
   In the event of **Breakdown** or accident overseas, **We** shall assist **You** and/or **Your Authorised Driver** in organising the repatriation of **Your Car** to Malaysia border. However, all repatriation cost to Malaysia border shall be borne by **You** and/or **Your Authorised Driver**.

4. **Arrangement of Hotel Accommodation**
   In the event of **Breakdown** or accident, **We** shall upon the request of **You** and/or **Your Authorised Driver** or passenger(s), assist in providing information about hotel accommodation. The cost incurred for such hotel accommodation shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

5. **Arrangement of Alternative Travel**
   If **You** and/or **Your Authorised Driver** and/or passenger(s) are stranded because **Your Car** cannot be repaired on time, **We** shall, upon request, assist in organising alternative means of transport for **You** and/or **Your Authorised Driver** and/or passenger(s) to carry on the journey. Cost of transportation shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

6. **Arrangement of Emergency Evacuation**
   If a medical emergency arises following a **Breakdown** or an accident, **We** or **Our** service provider will arrange for an ambulance or other means of transportation to send **You** and/or **Your Authorised Driver** and/or passenger(s) to the nearest medical centre or hospital. All cost incurred shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

7. **Emergency Message Transmission**
   In the event of emergency, **We** shall, upon request of **You** and/or **Your Authorised Driver**, endeavour to relay all necessary information to an emergency contact. **We** shall not be liable if the recipient cannot be reached.

Territorial Limits
Roadside Repair and Emergency Towing services are provided in Malaysia only, extending up to the border checkpoints of Malaysia. These services are not available on all Islands, except for Penang, Langkawi and Labuan.

Exclusions
We will not cover the costs or provide services in these situations:
1. Services not organised or pre-approved directly by **Us** or **Our** service provider.
2. Costs for repairs or replacement of car parts at a workshop, consumables like battery, engine oil or fuel, non-vehicle related assistance like taxi fare and accommodation, toll charges, transferring **Your Car** across the sea, and customs fees for cross-border towing.
3. **Your Car** needs special equipment for roadside repair or towing, which **We** or **Our** service provider consider high risk or impractical.
4. **Your Car** breaks down and/or is immobilised on an unpaved road or a road that is not gazetted under Malaysia road system.
5. **Your Car** has no valid road tax.
6. **Your Car** keys are not available or are locked inside **Your Car.**
7. **Breakdown** due to an empty fuel tank or the use of incorrect fuel, unless **Your Car** is an electric vehicle and it runs out of charge.
8. **Your Car** has missing powertrain components, such as engine/motor or transmission, unless it is caused by an accident.
9. **Your Car** has been modified against government regulation; used for unlawful purpose, or unusual activities like racing, off-road expeditions, rallies, pace making and speed testing.
10. **You** or **Your Authorised Driver** fail to take reasonable precautions or follow warnings of strikes, riots, or civil commotion.
11. Towing of **Your Car** when it is roadworthy and can be driven.
12. Towing **Your Car** if it exceeds the weight specified by **Your Car**'s manufacturer.
13. Towing or repair of **Your Car** if it has been used for commercial purposes (including hire & reward or carriage of goods), unless these activities are covered in this **Certificate**.
14. Towing **Your Car** out of any workshop (including after a spray job) or for disposal.
15. Towing **Your Car** that has been fully or partially dismantled in a workshop.
16. Towing directed by law enforcement for traffic obstruction, impoundment, abandonment, illegal parking or legal violations.
17. Towing of a stolen car that has been found, abandoned or vandalised without police release letter.
18. Towing **Your Car** due to **Catastrophic Events** unless **Endorsements** 25, 57, 57A and/or 309 are printed on **Your Schedule**.
19. Transportation for **You** or **Your Authorised Driver** and/or passenger(s) with **Your Car** for service, or from **Your Car** to another destination after service has been rendered.
20. Second towing of **Your Car** for the same **Incident**, unless it has been fixed.

Definitions:
a) **"Breakdown"** means an event where the **Car** cannot move due to tyre puncture(s), mechanical and/or electrical failure, the cause which is not an accident.
b) **"Round-trip"** is defined as a trip by the tow truck from the scene of the **Incident**, then towing **Your Car** to the towing destination and finally returns to its starting point.
c) **"Catastrophic Events"** refer to natural disaster, war, civil commotion, landslide, earthquake or other convulsion of nature.

Conditions of Cover
1. For any claim under this **Endorsement**, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement. However, if the towing is due to accident that specified under Section A (3) which with give rise to a claim on this **Certificate**, the NCD entitlement that **You** have accumulated would drop to zero at the next renewal and **Your** NCD will start all over again.
2. If **You** have paid additional contribution for this **Endorsement**, **We** will not refund any portion of the additional contribution if **You** cancel this **Endorsement** at any time unless you cancel together the **Certificate** from inception.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 333: Z-Drive Assist – Standard (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** will pay the amount as stated in the **Schedule** in the event **You** and/or the **Covered Person** sustain any bodily injury or death that is caused solely and directly by violent accidental external and visible means whilst driving, boarding or alighting as a driver from **Your Car** within twelve (12) calendar months of the occurrence of such **Incident**, payment of benefits will be paid as follows:

a) In respect of any accidental death benefits payable under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made in accordance to Schedule 10 of the Islamic Financial Services Act 2013.

b) In respect of any benefits payable (except any accidental death benefits) under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made to **You** and/or the **Covered Person** directly. In the event of **You** and/or the **Covered Person** demise before payment is effected, payment of benefits will be made to **You** and/or the **Covered Person** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Certificate**.

"**Covered person(s)**" means the **Authorised Driver** and/or passenger(s) with **Your** permission to drive or ride as passenger(s), boarding or alighting from **Your Car**.

***Sum Covered** refers to the amount shown in the **Schedule** under the heading of this **Endorsement**.

Table of Benefits	**Compensation (percentage of Sum Covered *)**
Benefit 1: Accidental death	100%
Benefit 2: Accidental Permanent Disablement • Loss of both hands or both feet • Loss of sight of both eyes • Loss of one hand and one foot • Loss of either hand or foot and sight of one eye • Total paralysis (from the neck down) • Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
• Loss of one hand or one foot • Loss of four fingers and thumb in one hand • Loss of hearing of both ears • Loss of speech • Loss of sight of one eye • Loss of all toes in one foot	50%
Benefit 3: Medical Expenses	RM3,000.00 per person
Benefit 4: Daily Hospital Income (up to 30 days)	RM50.00 per day
Benefit 5: Flood Relief Allowance	RM3,000.00
Benefit 6: Zurich Roadside Assistance	**We** will extend the towing coverage provided under **Endorsement 332: Zurich Roadside Assistance** to unlimited towing. Other services under **Endorsement 332** remain unchanged.

Benefit 2: Accidental Permanent Disablement

'**Loss'** with reference to hand or foot means complete physical loss through or above the wrist or ankle joint, within one hundred eighty (180) days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

In the event of a **Permanent Disablement** claim which subsequently results in **Your** and/or the **Covered person(s)** death in respect of the same **Incident**, the total amount payable shall not exceed the principal sum for **Accidental Death**.

In the event the number of passengers including driver shall exceed the seating capacity of the **Car** as stated in the **Schedule** at the time of accident, **Our** limit of liability per person shall be reduced proportionately to the actual number of passengers. The limitation shall not apply to the driver.

Benefit 3: Medical Expenses

We will pay **You** and/or the **Covered person(s)** for reasonable expenses incurred for medical treatment received due to hospitalisation in a hospital, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

Benefit 4: Daily Hospital Income

We will pay **You** a daily cash allowance as a result of injury requiring hospitalisation with minimum twenty-four (24) hours from the day of hospital confinement up to a maximum of thirty (30) days per year, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

Benefit 5: Flood Relief Expenses
We will pay **You** a reimbursement up to RM 3,000 in the event **Your Car** sustains water damage due to flooding, flash flood, overflowing of waterways, drains or rivers or mud slides which requires cleaning of **Your Car**.

We will reimburse **You** upon presentation of:
i. Police report;
ii. Original invoice/official receipt for the expenses incurred; and
iii. Photograph before and after cleaning works.

Exclusions
This is not a special perils cover and does not apply to:
a. Costs of replacement of parts;
b. Overhaul of engine, transmission or other mechanical or electrical parts.

The coverage for this benefit is limited to one (1) **Incident** in each **Period of Coverage**.

Exclusions
This **Certificate** does not apply:
a) to loss caused directly or indirectly, wholly or partly, by:
   i) bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
   ii) any other kind of disease.
   iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this benefit and performed within the time provided in this benefit).
b) to any bodily injury which shall result in hernia;
c) to suicide or any other attempt thereat (sane or insane);
d) while the **Car** is used for illegal business pursuit as an unlicensed common carrier;
e) childbirth, miscarriage, abortion, pregnancy or any complications thereof unless caused solely and directly by the accident to **You** and/or the **Covered person(s)** while driving, riding, alighting or boarding **Your Car**;
f) 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;
g) any pre-existing conditions or physical defect or infirmity, fits of any kind;
h) while **You** and/or the **Covered person(s)** are participating in a brawl or strike, riot, civil commotion or demonstration;
i) if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that **You** and/or the **Covered person(s)** is incapable of having proper control of **Your Car**. **You** and/or the **Covered person(s)** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** and/or the **Covered person(s)** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;
j) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** and/or the **Covered person(s)** shall, if so require, and as a condition precedent to any liability by **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes;
k) to loss occasioned while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade;
l) to the **Authorised Driver** if such **Authorised Driver** does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department;
m) while committing or attempting to commit any unlawful act.

Conditions
a) **You** or **Your Authorised Driver** should be seventeen (17) years old and above, as required under the Malaysia RoadTransport Department Regulations and possess a valid driving license.
b) If any claim is paid under this benefit, no reinstatement of coverage is allowed.

The aggregate of all percentages payable under the Table of Benefits in respect of any one **Incident** shall not exceed one hundred per cent (100%) of the **Sum Covered** for any one person. All claims paid under the Table of Benefits shall reduce the **Sum Covered** by that amount from the date of accident until the expiry of this **Certificate**.

Once one hundred per cent (100%) of the **Sum Covered** under the Table of Benefits is paid, **We** have no further liability to **You** and/or the **Covered person(s)** and this cover shall immediately cease to be in force.

Any claim under this benefit, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 340: Z-Drive Assist – Superior (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** will pay the amount as stated in the **Schedule** in the event **You** and/or the **Covered Person** sustain any bodily injury or death that is caused solely and directly by violent accidental external and visible means whilst driving, boarding or alighting as a driver from **Your Car** within twelve (12) calendar months of the occurrence of such **Incident**, payment of benefits will be paid as follows:

a) In respect of any accidental death benefits payable under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made in accordance to Schedule 10 of the Islamic Financial Services Act 2013.

b) In respect of any benefits payable (except any accidental death benefits) under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made to **You** and/or the **Covered Person** directly. In the event of **You** and/or the **Covered Person** demise before payment is effected, payment of benefits will be made to **You** and/or the **Covered Person** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Certificate**.

"**Covered Person(s)**" means the **Authorised Driver** and/or passenger(s) with **Your** permission to drive or ride as passenger(s), boarding or alighting from **Your Car**.

***Sum Covered** refers to the amount shown in the **Schedule** under the heading of this **Endorsement**.

Table of Benefits	**Compensation (percentage of Sum Covered *)**
Benefit 1: Accidental death	100%
Benefit 2: Accidental Permanent Disablement • Loss of both hands or both feet • Loss of sight of both eyes • Loss of one hand and one foot • Loss of either hand or foot and sight of one eye • Total paralysis (from the neck down) • Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
• Loss of one hand or one foot • Loss of four fingers and thumb in one hand • Loss of hearing of both ears • Loss of speech • Loss of sight of one eye • Loss of all toes in one foot	50%
Benefit 3: Medical Expenses	RM3,000.00 per person
Benefit 4: Daily Hospital Income (up to 30 days)	RM50.00 per day
Benefit 5: Flood Relief Allowance	RM3,000.00
Benefit 6: Zurich Roadside Assistance	**We** will extend the towing coverage provided under **Endorsement 332: Zurich Roadside Assistance** to unlimited towing. Other services under **Endorsement 332** remain unchanged.
Benefit 7: Courtesy **Car**	**We** will arrange Courtesy **Car** according to days specified under **Endorsement 341: Courtesy Car**.

Benefit 2: Accidental Permanent Disablement

'Loss' with reference to hand or foot means complete physical loss through or above the wrist or ankle joint, within one hundred eighty (180) days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

In the event of a **Permanent Disablement** claim which subsequently results in **Your** and/or the **Covered Person(s)** death in respect of the same **Incident**, the total amount payable shall not exceed the principal sum for **Accidental Death**.

In the event the number of passengers including driver shall exceed the seating capacity of the **Car** as stated in the **Schedule** at the time of accident, **Our** limit of liability per person shall be reduced proportionately to the actual number of passengers. The limitation shall not apply to the driver.

Benefit 3: Medical Expenses

We will pay **You** and/or the **Covered Person(s)** for reasonable expenses incurred for medical treatment received due to hospitalisation in a hospital, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

Benefit 4: Daily Hospital Income

We will pay **You** a daily cash allowance as a result of injury requiring hospitalisation with minimum twenty-four (24) hours from the day of hospital confinement up to a maximum of thirty (30) days per year, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

Benefit 5: Flood Relief Expenses

We will pay **You** a reimbursement up to RM 3,000 in the event **Your Car** sustains water damage due to flooding, flash flood, overflowing of waterways, drains or rivers or mud slides which requires cleaning of **Your Car**.

We will reimburse **You** upon presentation of:

i. Police report;
ii. Original invoice/official receipt for the expenses incurred; and
iii. Photograph before and after cleaning works.

Exclusions

This is not a special perils cover and does not apply to:

a. Costs of replacement of parts;
b. Overhaul of engine, transmission or other mechanical or electrical parts.

The coverage for this benefit is limited to one (1) **Incident** in each **Period of Takaful**.

Exclusions

This **Certificate** does not apply:

a) to loss caused directly or indirectly, wholly or partly, by:
   i) bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
   ii) any other kind of disease.
   iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this benefit and performed within the time provided in this benefit).
b) to any bodily injury which shall result in hernia;
c) to suicide or any other attempt thereat (sane or insane);
d) while the **Car** is used for illegal business pursuit as an unlicensed common carrier;
e) childbirth, miscarriage, abortion, pregnancy or any complications thereof unless caused solely and directly by the accident to **You** and/or the **Covered Person(s)** while driving, riding, alighting or boarding **Your Car**;
f) 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;
g) any pre-existing conditions or physical defect or infirmity, fits of any kind;
h) while **You** and/or the **Covered Person(s)** are participating in a brawl or strike, riot, civil commotion or demonstration;
i) if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that **You** and/or the **Covered Person(s)** is incapable of having proper control of **Your Car**. **You** and/or the **Covered Person(s)** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** and/or the **Covered Person(s)** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;
j) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** and/or the **Covered Person(s)** shall, if so require, and as a condition precedent to any liability by **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes;
k) to loss occasioned while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade;
l) to the **Authorised Driver** if such **Authorised Driver** does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department;
m) while committing or attempting to commit any unlawful act.

Conditions

a) **You** or **Your Authorised Driver** should be seventeen (17) years old and above, as required under the Malaysia RoadTransport Department Regulations and possess a valid driving license.
b) If any claim is paid under this benefit, no reinstatement of coverage is allowed.

The aggregate of all percentages payable under the Table of Benefits in respect of any one **Incident** shall not exceed one hundred per cent (100%) of the **Sum Covered** for any one person. All claims paid under the Table of Benefits shall reduce the **Sum Covered** by that amount from the date of accident until the expiry of this **Certificate**.

Once one hundred per cent (100%) of the **Sum Covered** under the Table of Benefits is paid, **We** have no further liability to **You** and/or the **Covered Person(s)** and this cover shall immediately cease to be in force.

Any claim under this benefit, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 341: Courtesy Car (Non-Tariff)

We will arrange for a temporary substitute vehicle (Courtesy **Car**) according to the days specified in the **Schedule**. If there is no **Car** available, **We** will pay **You** a reimbursement of up to RM110 per day based on the selected days whilst **Your Car** is being repaired subject to the following conditions:
(i) Accidental damage to **Your Car**.
(ii) **Your Car** is being repaired at **Our Approved Repairer**.

If a Courtesy **Car** is made available but **You** choose not to utilize the same, **You** will not be entitled to any further benefit under this cover. This cover will terminate when the **Certificate** expires or is cancelled.

Endorsement 342: Z-Drive Assist – TPFT (Non-Tariff)

In consideration of the additional contribution that **You** paid **Us** for this **Endorsement**, **We** will pay the amount as stated in the **Schedule** in the event **You** and/or the **Covered Person** sustain any bodily injury or death that is caused solely and directly by violent accidental external and visible means whilst driving, boarding or alighting as a driver from **Your Car** within twelve (12) calendar months of the occurrence of such **Incident**, payment of benefits will be paid as follows:

a) In respect of any accidental death benefits payable under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made in accordance to Schedule 10 of the Islamic Financial Services Act 2013.
b) In respect of any benefits payable (except any accidental death benefits) under the Table of Benefits as stated below to **You** and/or the **Covered Person**, payment shall be made to **You** and/or the **Covered Person** directly. In the event of **You** and/or the **Covered Person** demise before payment is effected, payment of benefits will be made to **You** and/or the **Covered Person** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **Certificate**.

"**Covered Person(s)**" means the **Authorised Driver** and/or passenger(s) with **Your** permission to drive or ride as passenger(s), boarding or alighting from **Your Car**.

***Sum Covered** refers to the amount shown in the **Schedule** under the heading of this **Endorsement**.

Table of Benefits	**Compensation (percentage of Sum Covered *)**
Benefit 1: Accidental death	100%
Benefit 2: Accidental Permanent Disablement • Loss of both hands or both feet • Loss of sight of both eyes • Loss of one hand and one foot • Loss of either hand or foot and sight of one eye • Total paralysis (from the neck down) • Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
• Loss of one hand or one foot • Loss of four fingers and thumb in one hand • Loss of hearing of both ears • Loss of speech • Loss of sight of one eye • Loss of all toes in one foot	50%
Benefit 3: Medical Expenses	RM3,000.00 per person
Benefit 4: Daily Hospital Income (up to 30 days)	RM50.00 per day
Benefit 5: Zurich Breakdown Assistance	**We** will extend the towing coverage provided under **Endorsement 343: Zurich Roadside Assistance – Excludes Accident Towing**. Other services under **Endorsement 343** remain unchanged.
Benefit 6: Fire & Theft Allowance	**We** will extend the coverage under **Endorsement 344: Fire & Theft Allowance**.

Benefit 2: Accidental Permanent Disablement

'Loss' with reference to hand or foot means complete physical loss through or above the wrist or ankle joint, within one hundred eighty (180) days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

In the event of a **Permanent Disablement** claim which subsequently results in **Your** and/or the **Covered Person(s)** death in respect of the same **Incident**, the total amount payable shall not exceed the principal sum for **Accidental Death**.

In the event the number of passengers including driver shall exceed the seating capacity of the **Car** as stated in the **Schedule** at the time of accident, **Our** limit of liability per person shall be reduced proportionately to the actual number of passengers. The limitation shall not apply to the driver.

Benefit 3: Medical Expenses
We will pay **You** and/or the **Covered person(s)** for reasonable expenses incurred for medical treatment received due to hospitalisation in a hospital, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

Benefit 4: Daily Hospital Income
We will pay **You** a daily cash allowance as a result of injury requiring hospitalisation with minimum twenty-four (24) hours from the day of hospital confinement up to a maximum of thirty (30) days per year, provided that such hospitalisation occurs within fourteen (14) days of the **Incident**.

<u>Exclusions</u>

This **Certificate** does not apply:

a) to loss caused directly or indirectly, wholly or partly, by:
   i) bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
   ii) any other kind of disease.
   iii) medical or surgical treatment (except such as may be necessary solely by injuries covered by this benefit and performed within the time provided in this benefit).

b) to any bodily injury which shall result in hernia;

c) to suicide or any other attempt thereat (sane or insane);

d) while the **Car** is used for illegal business pursuit as an unlicensed common carrier;

e) childbirth, miscarriage, abortion, pregnancy or any complications thereof unless caused solely and directly by the accident to **You** and/or the **Covered Person(s)** while driving, riding, alighting or boarding **Your Car**;

f) 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;

g) any pre-existing conditions or physical defect or infirmity, fits of any kind;

h) while **You** and/or the **Covered Person(s)** are participating in a brawl or strike, riot, civil commotion or demonstration;

i) if **You** or **Your Authorised Driver** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances to such an extent that **You** and/or the **Covered Person(s)** is incapable of having proper control of **Your Car**. **You** and/or the **Covered Person(s)** shall be deemed as incapable of having proper control of **Your Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** and/or the **Covered Person(s)** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;

j) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** and/or the **Covered Person(s)** shall, if so require, and as a condition precedent to any liability by **Us**, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes;

k) to loss occasioned while the **Car** is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade;

l) to the **Authorised Driver** if such **Authorised Driver** does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department;

m) while committing or attempting to commit any unlawful act.

<u>Conditions</u>

a) **You** or **Your Authorised Driver** should be seventeen (17) years old and above, as required under the Malaysia RoadTransport Department Regulations and possess a valid driving license.

b) If any claim is paid under this benefit, no reinstatement of coverage is allowed.

The aggregate of all percentages payable under the Table of Benefits in respect of any one **Incident** shall not exceed one hundred per cent (100%) of the **Sum Covered** for any one person. All claims paid under the Table of Benefits shall reduce the **Sum Covered** by that amount from the date of accident until the expiry of this **Certificate**.

Once one hundred per cent (100%) of the **Sum Covered** under the Table of Benefits is paid, **We** have no further liability to **You** and/or the **Covered Person(s)** and this cover shall immediately cease to be in force.

Any claim under this benefit, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 343: Zurich Roadside Assistance – Excludes Accident Towing (Non-Tariff)

This **Endorsement** entitles **You** to a 24-hour Zurich Roadside Assistance. The services will only be rendered to **Your Car** specified in the **Schedule** in the event of a **Breakdown** during the **Period of Takaful**. **You** and/or **YourAuthorised Driver**' or passenger(s) must call **Our** 24-hour helpline specified in the **Schedule** to be entitled to request the services below.

1. Minor Roadside Repair

If **Your Car** suffers a **Breakdown** and it is possible to repair it on the site, **We** shall organize and pay for labour costs for minor roadside repairs of **Your Car** up to a maximum of one (1) labour hour per event. If the repairs cannot be completed within one (1) hour, **We** will tow **Your Car** to a workshop.

We shall not be responsible for any cost incurred for spare parts required during the minor roadside repairs.

2. Emergency Towing due to Breakdown

If **Your Car** suffers a **Breakdown** and it is not possible to repair it on the site, **We** shall assist to tow **Your Car** to **Your** preferred workshop or **Your** and/or **Your Authorised Driver**'s home.

If **Your Car** is an electric vehicle and it runs out of charge, **We** will tow **Your Car** to the nearest working charging point.

We will tow **Your Car** on a round-trip basis up, to the limit stated in **Your Schedule**. This applies to each **Incident** or in total during the **Period of Takaful**. Once **We** have towed **Your Car**, the amount left for towing in **Your Certificate** will reduce by the towing distance on a round-trip basis. When the limit stated in **Your Schedule** is reached, the coverage under this **Endorsement** will no longer be available and reinstatement is not allowed.

If the towing distance goes over the limit, towing will cost about RM5.00/km. This rate is an estimate and can change with market conditions. This cost and any other additional cost, including toll charges shall be borne by **You** and/or **Your Authorised Driver**.

3. International Repatriation

In the event of **Breakdown** oversea, **We** shall assist **You** and/or **Your Authorised Driver** in organising the repatriation of **Your Car** to Malaysia border. However, all repatriation cost to Malaysia border shall be borne by **You** and/or **Your Authorised Driver**.

4. Arrangement of Hotel Accommodation

In the event of **Breakdown**, **We** shall upon the request of **You** and/or **Your Authorised Driver** or passenger(s), assist in providing information about hotel accommodation. The cost incurred for such hotel accommodation shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

5. Arrangement of Alternative Travel

If **You** and/or **Your Authorised Driver** and/or passenger(s) are stranded because **Your Car** cannot be repaired on time, **We** shall, upon request, assist in organising alternative means of transport for **You** and/or **Your Authorised Driver** and/or passenger(s) to carry on the journey. Cost of transportation shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

6. Arrangement of Emergency Evacuation

If a medical emergency arises following a **Breakdown**, **We** or **Our** service provider will arrange for an ambulance or other means of transportation to send **You** and/or **Your Authorised Driver** and/or passenger(s) to the nearest medical centre or hospital. All cost incurred shall be borne by **You** and/or **Your Authorised Driver** and/or passenger(s).

7. Emergency Message Transmission

In the event of emergency, **We** shall, upon request of **You** and/or **Your Authorised Driver**, endeavour to relay all necessary information to an emergency contact. **We** shall not be liable if the recipient cannot be reached.

Territorial Limits

Roadside Repair and Emergency Towing services are provided in Malaysia only, extending up to the border checkpoints of Malaysia. These services are not available on all Islands, except for Penang, Langkawi and Labuan.

Exclusions

We will not cover the costs or provide services in these situations:

1. Services not organised or pre-approved directly by **Us** or **Our** service provider.
2. Costs for repairs or replacement of car parts at a workshop, consumables like battery, engine oil or fuel, non-vehicle related assistance like taxi fare and accommodation, toll charges, transferring your car across the sea, and customs fees for cross-border towing.
3. **Your Car** needs special equipment for roadside repair or towing, which **We** or **Our** service provider consider high risk or impractical.
4. **Your Car** breaks down and/or is immobilised on an unpaved road or a road that is not the gazetted under Malaysia road system.
5. **Your Car** has no valid road tax.
6. **Your Car** keys are not available or are locked inside **Your Car.**
7. **Breakdown** due to an empty fuel tank or the use of incorrect fuel, unless **Your Car** is an electric vehicle and it runs out of charge.
8. **Your Car** has missing powertrain components, such as engine/motor or transmission.
9. **Your Car** has been modified against government regulation; used for unlawful purpose, or unusual activities like racing, off-road expeditions, rallies, pace making and speed testing.
10. **You** or **Your Authorised Driver** fail to take reasonable precautions or follow warnings of strikes, riots, or civil commotion.
11. Towing of **Your Car** when it is roadworthy and can be driven.
12. Towing **Your Car** if it exceeds the weight specified by **Your Car**'s manufacturer.
13. Towing or repair of **Your Car** if it has been used for commercial purposes (including hire & reward or carriage of goods), unless these activities are covered in this **Certificate**.
14. Towing **Your Car** out of any workshop (including after a spray job) or for disposal.
15. Towing **Your Car** that has been fully or partially dismantled in a workshop.
16. Towing directed by law enforcement for traffic obstruction, impoundment, abandonment, illegal parking or legal violations.
17. Towing of a stolen car that has been found, abandoned or vandalised without police release letter.
18. Transportation for **You** or **Your Authorised Driver** and/or passenger(s) with **Your Car** for service, or from **Your Car** to another destination after service has been rendered.
19. Second towing of **Your Car** for the same **Incident**, unless it has been fixed.

Definitions:

a) **"Breakdown"** means an event where the **Car** cannot move due to tyre puncture(s), mechanical and/or electrical failure, the cause which is not an accident.
b) **"Round-trip"** is defined as a trip by the tow truck from the scene of the **Incident**, then towing **Your Car** to the towing destination and finally returns to its starting point.

Conditions of Cover

1. For any claim under this **Endorsement**, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.
2. If **You** have paid additional contribution for this **Endorsement**, **We** will not refund any portion of the additional contribution if **You** cancel this **Endorsement** at any time unless you cancel together the **Certificate** from inception.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 344: Fire and Theft Allowance (Non-Tariff) – adopting Endorsement 316 with minor amendment

We will pay **You** the amount as stated in the **Schedule** for the loss of use in the event of total loss due to fire or theft to **Your Car**.

This cover shall be automatically terminated once **You** submit a claim under this benefit for total loss or theft of **Your Car**, whichever is applicable.

Subject otherwise to the terms and conditions of the **Certificate**.

Section H: Additional Benefits (applicable only to Comprehensive Private Car) for Electric Vehicle – applicable only if the Endorsement number is printed in the Certificate Schedule

*The following is a list of additional terms and conditions that **We** may impose on **You** or optional covers available that **You** may want to add to **Your** basic **Certificate** by making additional contribution. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Certificate.***

Endorsement 303: Electric Vehicle (EV) Home Wall Charger Coverage – All Risk (Non-Tariff)

We will cover the cost of replacing or fixing **Your** Electric Vehicle (EV) home wall charger and its accessories, up to the amount specified in **Your Schedule**. This applies to the charger installed at the address mentioned in the **Schedule**, if it is lost or damaged because of:

1. Fire;
2. Theft;
3. Any other accident or misfortune;
4. Any other reason not specifically excluded under this **Endorsement.**

You must send **Us** the following documents for reimbursement:

1. A copy of the police report, lodged within twenty-four (24) hours of the occurrence of the **Incident;**
2. Photographs of the damaged of home wall charger;
3. Original repair invoice(s) / receipt(s) for the expense(s) incurred;
4. Proof that an authorised installer fitted **Your** EV home wall charger;
5. Any other documents **We** request.

Exclusions

We will not pay for claims due to:

1. Damage or malfunction caused by normal wear or deterioration, abuse, misuse, negligence, lack of maintenance or improper use;
2. Damage/repair covered by the manufacturer warranty;
3. Failure to follow the instructions, maintenance and warnings in **Your** EV home wall charger documentation;
4. Mechanical or electrical breakdown;
5. General appearance or paint damage, including chips, scratches, dents and cracks - unless due to theft or fire;
6. **Your** failure to notify the manufacturer of a defect in **Your** EV home wall charger;
7. Any repairs or alterations made by unauthorised persons or facilities;
8. Lack of or improper repair or maintenance, including using non-genuine manufacturer accessories or parts;
9. Claims covered under another policy or **Takaful**;
10. Any loss, damage, injury, or liability to any property and/or person caused by **Your** EV home wall charger, whether during its normal usage or when faulty;
11. Any consequential loss;
12. Commercial use of **Your** EV home wall charger.

Cover Conditions

For any claim under this cover, **We** will not deduct any **Excess** and **You** will not lose **Your No Claim Discount** entitlement.

This cover is limited to one (1) **Incident** in each **Period of Takaful** and ends when **Your** claim is settled under this **Endorsement**.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 304: Electric Vehicle (EV) Home Wall Charger Coverage – Standard (Non-Tariff)

We will cover the cost of replacing or fixing **Your** Electric Vehicle (EV) home wall charger and its accessories, up to the amount specified in **Your Schedule**. This applies to the charger installed at the address mentioned in the **Schedule**, if it is lost or damaged because of:

1. Theft;
2. Fire;
3. Flood;
4. Lighting;
5. Explosion;
6. Hurricane, cyclone, typhoon, windstorm, earthquake;
7. Aircraft and aerial devices or articles dropped therefrom;
8. Impact damage by road vehicles;
9. Burst or overflowing water tanks, apparatus or pipes.

You must send **Us** the following documents for reimbursement:

1. A copy of the police report, lodged within twenty-four (24) hours of the occurrence of the **Incident;**
2. Photographs of the damaged of home wall charger;
3. Original repair invoice(s) / receipt(s) for the expense(s) incurred;
4. Proof that an authorised installer fitted **Your** EV home wall charger;
5. Any other documents **We** request.

Exclusions

We will not pay for claims due to:

1. Damage or malfunction caused by normal wear or deterioration, abuse, misuse, negligence, lack of maintenance or improper use;
2. Damage/repair covered by the manufacturer warranty;
3. Failure to follow the instructions, maintenance and warnings in **Your** EV home wall charger documentation;
4. Mechanical or electrical breakdown;
5. General appearance or paint damage, including chips, scratches, dents and cracks - unless due to theft or fire;
6. **Your** failure to notify the manufacturer of a defect in **Your** EV home wall charger;
7. Any repairs or alterations made by unauthorised persons or facilities;
8. Lack of or improper repair or maintenance, including using non-genuine manufacturer accessories or parts;
9. Claims covered under another policy or **Takaful**;
10. Any loss, damage, injury, or liability to any property and/or person caused by **Your** EV home wall charger, whether during its normal usage or when faulty;
11. Any consequential loss;
12. Commercial use of **Your** EV home wall charger.

Cover Conditions

For any claim under this cover, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is limited to one (1) **Incident** in each **Period of Takaful** and ends when **Your** claim is settled under this **Endorsement**.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 305: Personal Liability whilst using Electric Vehicle (EV) chargers (Non-Tariff)

We will indemnify **You** or **Your Authorised Driver** up to the amount in **Your Schedule** if the portable charging cable connected to **Your Car** caused the following:

1. Death or bodily injury to any third party; and/or
2. Accidental damage to third party property.

We will also indemnify **You** and/or **Your Authorised Driver** for:

1. Third party's costs and expenses recoverable from **You** and/or **Your Authorised Driver**; and
2. **Your** and/or **Your Authorised Driver** costs and expenses incurred with **Our** prior written consent, in relation to **Your** and/or **Your Authorised Driver's** legal liability.

Provided that:

1. No one can admit liability or make promises on **Your** and/or **Your Authorised Driver** behalf without **Our** prior written consent.
2. **We** have the right to conduct all proceedings arising out of or in connection with the claim in **Your** and/or **Your Authorised Driver**'s name and assigning all rights to take action in **Your** and/or **Your Authorised Driver**'s name.

Exclusions

We will not pay for claims arising out of:

1. Employer's liability, **Your** contractual liability or liability to **Your Immediate Family Member**;
2. The loss of or damage to any property which belongs to or is in the care of any party claiming under this **Endorsement**;
3. Any deliberate act (by **You** or any person driving **Your Car**) that directly or indirectly causes injury, loss damage or death;
4. The use of a public electric vehicle charging station that has not been approved by local authorities to charge **Your Car**;
5. Liability to third parties from charging cables when due care has not been taken;
6. Liability to any third party for injury or damage sustained, whilst the charging cable and related accessories are not being used by **Your Car**.

Cover Conditions

For any claim under this cover, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is limited to one (1) **Incident** in each **Period of Takaful** and ends when **Your** claim is settled under this **Endorsement.**

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 306: Portable Charging Cable Cover (Non-Tariff)

We will reimburse up to the amount in **Your Schedule** to repair or replace **Your** portable charging cable, in the event of loss or damage due to accidental collision or overturning of **Your Car**, theft or fire.

The following documents must be submitted to **Us** for reimbursement:
1. A copy of the police report, lodged within twenty-four (24) hours of the occurrence of the **Incident;**
2. Original repair invoice(s) / receipt(s) for the expense(s) incurred;
3. Any other documents **We** request.

Exclusions
We will not pay for claims due to:
1. Damage or malfunction caused by normal wear or deterioration, abuse, misuse, negligence, accidents, lack of maintenance, or improper use, storage or transport;
2. Loss or damage due to any wilful act or recklessness, **Your** failure to take reasonable precaution to keep the portable charging cable secured, or whenever the portable charging cable is left unattended;
3. Damage/repair covered by the manufacturer warranty;
4. Failure to follow the instructions, maintenance and warnings in **Your** portable charging cable documentation;
5. External factors that are not expressly covered under this **Endorsement** causing loss or damage to the portable charging cable or its connector or adapter;
6. General appearance or damage to paint, including chips, scratches, dents and cracks;
7. **Your** failure to notify the manufacturer of a defect in **Your** portable charging cable;
8. Any repair, alteration or modification to **Your** portable charging cable, it's connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorised or certified to do so;
9. Lack of or improper repair or maintenance, including use of non-genuine of the manufacturer accessories or parts; and
10. Where portable charging cable is used for commercial purposes.

Cover Conditions
For any claim under this cover, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is limited to one (1) **Incident** in each **Period of Takaful** and ends when **Your** claim is settled under this **Endorsement.**

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 307: Compassionate Cover from Direct Use of Public Electric Vehicle (EV) Chargers (Non-Tariff)

If **Your Car** gets damaged, or **You** or **Your Authorised Driver** suffers bodily injury, from using a public electric vehicle charging station, **We** will cover the repair costs or medical expenses. The maximum amount **We** will pay is in the **Schedule**.

You must send **Us** the following documents for reimbursement:
1. A copy of the police report on the damage or bodily injury;
2. Original repair invoice(s) / receipt(s) for the expense(s) incurred or medical bills;
3. Any other documents **We** request such photographs of **Your Car** before and after the repairs.

Exclusions
We will not pay for claims due to:
1. The use of a public electric vehicle charging station that has not been approved by local authorities to charge **Your Car**;
2. Any damage to third party property and/or death or bodily injury to third party arising from **Your** or **Your Authorised Driver**'s use of the public electric vehicle charging station;
3. Damage or bodily injury caused intentionally or arising from negligence in relation to the use of the public electric vehicle charging station by **You** or **Your Authorised Driver** or any person acting on **Your** or **Your Authorised Driver**'s behalf;
4. Failure to follow the charging manual or the electric vehicle manufacturer's instructions for charging, or use of the public electric vehicle charging station contrary to its normal or typical operation.

Cover Conditions
For any claim under this cover, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is limited to one (1) **Incident** in each **Period of Takaful** and ends when **Your** claim is settled under this **Endorsement.**

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 308: Performance Upgrades and/or Over the Air (OTA) Updates (Non-Tariff)

We will extend the coverage provided under Section A of this **Certificate** to cover for additional performance or vehicle capability upgrades affecting speed, acceleration or self-driving that **Your** or the previous electric car owner paid for. The maximum amount that **We** will pay is the amount stated in the **Schedule**.

Exclusions
We will not pay for claims due to:
1. Loss or damage/repair covered by **Your Car**'s manufacturer warranty;
2. Loss or damage caused by Over the Air (OTA) updates - that are not approved by **Your Car**'s manufacturer;
3. Loss or damage caused by failure to install and/or accept OTA updates recommended by **Your Car**'s manufacturer.

Subject otherwise to the terms and conditions of this **Certificate**.

Endorsement 309: Inclusion of Special Perils for Electric Vehicle (EV) (Non-Tariff)

We will extend the coverage provided under Section A of this **Certificate** to cover:

1. loss or damage to **Your Car** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature;
2. loss or damage to **Your Car**'s battery or parts of battery due to water ingression caused by covered perils listed above.

Exclusions

Coverage under this **Endorsement** shall not cover:

1. Any loss, covered by any other insurance/**Takaful** covering the **Car**, or Manufacturer's warranty or Recall campaign or any other packages during that time;
2. Any other consequential losses or damages except those explicitly stated under this **Endorsement**;
3. Cost of all consumables;
4. Any loss or damage due to corrosion, in case of delayed intimation to **Us** and failure to retrieve **Your Car** quickly out of the water logged area.

Subject otherwise to the terms and conditions of this **Certificate**.

PROCEDURES FOR MAKING TAKAFUL COMPLAINTS

We are committed to delivering the best customer experience. If **You** have any complaints or dissatisfactions with any of **Our** products or services, **We** would like to hear from **You**. **You** can contact **Us** at:

Zurich General Takaful Malaysia Berhad
Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia
Tel: 03-2109 6000
Fax: 03-2109 6888
Call Centre: 1-300-888-622
Email: callcentre@zurich.com.my

Other Avenues to Seek Redress

If **You** are not satisfied with **Our** final response or decision, **You** may write to Financial Markets Ombudsman Service (FMOS) (formerly known as Ombudsman for Financial Services) with details of the dispute and particulars of **Your Certificate**.

If the FMOS makes an award against **Us**, **You** are required to inform the FMOS of **Your** decision to accept or deny the award within fourteen (14) days. If **You** do not accept the award, **You** may reject the decision of the FMOS. **You** may choose to institute a court proceeding against **Us** or refer it to Arbitration.

The FMOS can be contacted through:

Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No.: 200401025885
Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel: 03 2272 2811
Website: www.fmos.org.my

If **Your** complaint does not fall within the purview of the FMOS, **You** may refer **Your** complaint to BNMLINK:

Write to:
Bank Negara Malaysia
BNMLINK
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.

Tel: 1-300-88-5465
bnm.gov.my/BNMLINK

IMPORTANT
You shall read this **Certificate** carefully, and if any error or mis-description be found herein, or if the cover be not in accordance with **Your** wishes, advice should at once be given to **Us** and the **Certificate** returned for attention.

The benefit(s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Zurich General Takaful Malaysia or PIDM (visit www.pidm.gov.my).