

Z-Miles Takaful

Private Car Comprehensive Certificate (Mileage-based)

EXPLANATORY NOTES

How to read this document

Please note that **Your Private Car Certificate** only starts from page 6 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 H on pages 16 to 18 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 6 to 23 (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 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.

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 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.

How Z-Miles Takaful works?

It all starts with **Your** contribution:

a. Working out Your contributions

When **You** participate in this takaful, **Your** contribution has two parts:

- A **Base Contribution** that **You** made upfront at the start of the **Certificate**.
- An upfront **Mileage Contribution**, which is **Your Per-Kilometre Rate** multiplied by a **Prepaid Mileage** of 2,000 km.

During the **Period of Takaful**, the **Mileage Your Car** is driven is deducted from the **Prepaid Mileage** – the remaining prepaid mileage is called **Mileage Balance**.

You will contribute a monthly **Mileage Contribution** which is **Your Per-Kilometre Rate** multiplied by the **Mileage** driven in the month – this will top up **Your Mileage Balance** to 2,000 km. If **Your Mileage Balance** is less than 400 km at any point of time, **You** will contribute a **Mileage Contribution** to top up **Your Mileage Balance** to 2,000 km.

At the end of the **Period of Takaful**, unused **Mileage Balance** will be returned to **You** based on the same **Per-Kilometre Rate** used to determine the **Mileage Contribution**.

As the amount **You** contribute each month will change according to how much **You** drive, **You** might want to keep track of **Your** usage. **You** can see how much **Your** coverage costs **You** using **Zurich App** and **Web Dashboard**.

The **Base Contribution** and **Per-Kilometre Rate** are fixed until the expiry of **Your Certificate**. However, these may change due to any changes made to **Your Certificate**.

b. Making contribution for Your cover

We will automatically deduct **Your Mileage Contribution** directly from **Your** nominated bank account or card – so **You** do not need to do anything. **We** will let **You** know when payments are due in **Zurich App** and **Web Dashboard**, and **We** will also email **You** a statement for reference.

c. Capping Your Mileage Contribution

We will not charge **You** for more than 400 km per day. This means if **You** drive 500 km in one day, **You** will contribute for the first 400 km only. In addition, **We** also cap the mileage charged to **You** at 15,000 km per year to protect **You** from paying much more than **You** have planned. **Your Car** will continue to receive comprehensive coverage if **You** drive more than the mileage cap within the time period stated above.

Activating Your Certificate and counting Your Mileage

Once **You** participate in this takaful, **You** need to **Activate Your Certificate**.

If You have an eligible Connected Car

When **You** participate in this takaful, **You** will need to give **Us** permission to connect to **Your Car** to access relevant parts of **Your Vehicle Data**. **We** will email **You** instructions on how to do this. Once **You** have **Activated Your Certificate**, **Your** daily **Mileage** will start to show up in **Zurich App**.

If **We** are connecting directly to **Your Car**, **Your Certificate** must be **Activated** within 48 hours of obtaining **Your Certificate** or **We** will need to start estimating **Your Mileage** from **Your Certificate Start Date** (see **What happens if my Certificate is not Activated?**)

If You have opted for a Z-Miles Device

We will send **You** a device called **Z-Miles Device** by post – along with instructions in **Zurich App** and **Our** website on how to plug the device into **Your Car** and **Activate** it. The device is about the size of a small matchbox, and **You** will be able to easily plug it into **Your Car Yourself**.

Once the **Z-Miles Device** has been plugged in, has power and a mobile phone signal, it will send **Us** a message to let **Us** know. **You** will see **Your Certificate Activate** in **Zurich App**, and **Your Mileage** driven will start to show up automatically after each **Journey**.

If **You** do not **Activate Your Certificate** within 7 days of **Your Certificate** start date or 3 days upon receiving the **Z-Miles Device**, whichever later, **We** reserve the right to estimate the **Mileage** **You** have driven each day after this grace period ends (see **What happens if my Certificate is not Activated?**).

The installation of **Z-Miles Device** will not affect **Your Car** warranty.

Why does my Certificate need to be Activated?

We need to collect certain relevant **Vehicle Data** (for e.g., the **Mileage** driven per journey) to determine **Your** contributions. It is important that **We** are connected to **Your Car**, and that **Your Certificate** is **Activated** when **Your Car** is driven.

Do not worry if **You** **Activate Your Certificate** and **We** start measuring **Your Mileage** before **Your Certificate** start date – **We** will not charge **You** for any **Mileage** until **Your Certificate** has started.

If the **Z-Miles Device** is not plugged in and powered on then **Your Certificate** will not be **Activated**.

What happens if my Certificate is not Activated?

If **Your Certificate** is not **Activated**, **You** will still be covered, but **Your Certificate** will not work the way it is supposed to.

If **You** do not **Activate Your Certificate** within 7 days of **Your Certificate** start date or 3 days upon receiving the **Z-Miles Device**, whichever later, **We** reserve the right to estimate the **Mileage** **You** have driven each day at 400 km a day after this grace period ends, charged at **Your Per-Kilometre Rate**, until **Your Certificate** is **Activated** or **Your Mileage Balance** is zero. (see **What happens if my Mileage Balance is zero?**).

If **We** do not have access to **Your Vehicle Data** at the time of an **Incident**, an **Inactivated Certificate Excess** will apply (see **What is an Excess?**).

You must not tamper with the **Z-Miles Device** or attempt to access the software on it. If **You** notice the **Z-Miles Device** is not working as it should be, let **Us** know as soon as possible and **We** will send a new one out to **You**. Of course, **We** will notify **You** if **We** spot anything wrong with it at **Our** end. If after looking at all the facts **We** find that **You** are responsible for damaging the **Z-Miles Device**, **You** will be charged the **Z-Miles Device** fee shown in **Your Certificate Schedule** to replace it, otherwise **We** will replace it free of charge (including the postage).

What happens when my Mileage Balance is zero?

If **Your Mileage Balance** is zero, **We** will not pay for loss or damage to **Your Car**. In addition, some optional add-ons which **You** have subscribed to will not be covered. **You** can reinstate **Your** coverage to comprehensive by making a top-up on **Your Mileage Balance**.

What will We do?

Once **Your Certificate** is **Activated** and up and running, **We** will get information that helps **Us** manage **Your Certificate** and better understand how and when accidents occur, so that **We** can make **Our** product better and the roads safer. In order to do this, **We** may collect information about **Your Car** and **Your Trips**, including but not limited to distance driven and time used to drive that distance, location information, speed and acceleration and date and time of day driven.

What is covered?

Your takaful does not cover **You** against everything that can happen to **Your Car**. There are two types of takaful cover in this **Certificate**. Comprehensive cover is provided only if **You** do not exhaust **Your Mileage Balance**. If **Your Mileage Balance** is zero, the takaful cover will be limited to Third Party Only cover.

Page	Section	Comprehensive	Third Party Only
7 to 9	Section A: Loss or Damage to Your Own Car		
7 to 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	✓	X
	(vi) breakage of windscreen, windows or sunroof including lamination / tinting film	✓	X
	(vii) burglary, housebreaking or theft	✓	X
	(viii) malicious act	✓	X
	(ix) while in transit (limited cover)	✓	X
7 to 7	1b. Events We do not cover	✓	X
7 to 9	2. Basis of settlement (how We will settle Your claim)	✓	X
9	3. Towing costs (to an Approved Repairer or safe place)	✓	X
9 to 10	Section B: Liability to Third Parties		
9	1a. What is covered (by this section)		
	(i) Death or bodily injury to third parties	✓	✓
	(ii) Third party property damage	✓	✓
8 to 10	1b. 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	✓	✓
10 to 11	Section D: General Exceptions (what is not covered by the Certificate)	✓	✓
12 to 15	Section E: Conditions (terms that You must comply with)	✓	✓
15 to 15	Section F: Usage of Vehicle Data	✓	✓
15 to 15	Section G: Z-Miles Device	✓	✓
16 to 18	Section H: Definitions (explains the words in bold)	✓	✓
18 to 26	Section I: Endorsements (additional terms that We may impose on You or additional covers if You have made additional contribution)		
18 to 22	1. Endorsements that are applicable regardless of Your Mileage Balance	Optional	Optional
23 to 26	2. Endorsements that are applicable only if You have positive Mileage Balance	Optional	Optional

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 and 7)
- Section B1b – see 'What is not covered' (pages 9 and 10)
- Section D – see 'General exceptions' (pages 10 to 11)

There are generally four reasons why **We** put these exceptions in this **Certificate**:

1. Cover is not provided for loss or damage to **Your Car** under **Section A** and selected add-ons if **Your Mileage Balance** is zero.
2. 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 this **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 9b' (page 11)}; and
 - use outside Malaysia, Singapore or Brunei {see Section D – 'General exception 7' (page 11)}.
3. There are other risks which are not covered by this **Certificate**. **We** would have to issue a different **Certificate** if **You** want these types of cover. For example, the following are not covered by this **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.
4. **We** cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General exceptions' (pages 10 to 11) 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, **We** will not cover **You**, 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 certificate 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 10)};
 - has **Your** permission to drive (see definition of **Authorised Driver** in page 16); 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 5). 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 this **Certificate**, **You** will need to obtain Endorsement 100 (see page 19), 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 this Certificate?

To be safe, **You** should cover **Your Car** at its current **Market Value** (see definition in page 17). 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-coverage 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:

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

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 **We** 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 Persatuan Insurans Am Malaysia (PIAM).

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 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. Unless stated otherwise, the **Excesses** apply to loss or damage arising from every claim under Section A of this **Certificate**. Please check **Your Certificate Schedule** to find out the amount that **You** are liable to pay. There are four types of **Excesses** that may apply to **Your Certificate**:

1. An **Excess**, called Excess All Claims, that **We** apply to **Your Certificate** based on **Our** underwriting considerations.
2. A Compulsory **Excess** (see page 7) 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**.

This **Excess** does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

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.

3. **You** may choose to take a Voluntary **Excess** in addition to any Standard or Compulsory **Excess** that may apply.
4. If **You** have an **Accident** and **We** do not have access to **Your Vehicle Data** at the time of the **Incident**, an Inactivated Certificate **Excess** will apply along with any other Compulsory and Voluntary **Excesses** on **Your Certificate**. **We** will waive the Inactivated Certificate **Excess** if **You** have an **Accident** before **You** receive **Your Z-Miles Device**.

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

Do:

- Call **Zurich Roadside Assistance** at **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 **Our 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 12); and
- authorise repair without **Our** consent (see Condition 2f in page 12).

Condition 2 of **Your Certificate** (see Section E2 in pages 12 and 13) spells out the do’s and the don’ts after an accident or theft in more detail.

Z-Miles Takaful

Private Car Comprehensive Certificate (Mileage-based)

The Takaful Agreement

1. 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 other participants of **GTF** in the events defined in this **Certificate**.
- the answers given when **You** applied for this takaful and any other disclosures made by **You** between the time of submission 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.

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

2. 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 **GTF** under the principle of **Tabarru'** to other participants of **GTF** in the events defined in this **Certificate**
- the answers given when **You** applied for this takaful and any other disclosures made by **You** between the time of submission 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.

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

It is **Our** responsibility to manage the **GTF** on behalf of the participants under the model 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 contract 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 Period of Takaful** can be used to contribute to cover the outstanding **Qard** in **GTF** (if any) to **Us**.

Personal Data Protection Act 2010 (PDPA)

The Personal Data Protection Act 2010 which regulates the processing of personal data in commercial transactions, applies to **Us**. **You** may make inquiries, complaints, request for access, update, correct or change any of **Your** personal data, limit the processing of **Your** personal data and/or to opt-out of **Our** use at any time hereafter by submitting such request to **Us** by sending an email to callcentre@zurich.com.my. Requests for opt-out must state clearly the full name, identity document number, certificate number, telephone number and address of the person making such request.

The processing of **Your** personal data is subject to **Our** Personal Data Protection Notice as published on www.zurich.com.my/pdpa.

Section A: Loss or Damage to Your Own Car

This section spells out what **We** cover under Section A. Section A 1a and is only applicable if **Your Mileage Balance** is positive.

1a: Events We cover

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

- (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 subscribed to **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.

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 and/or events:

(i) **Your Mileage Balance is zero**

Any loss or damage from **Incidents** as provided in Section A1a if **Your Mileage Balance** is zero at any time before the expiry date of the **Certificate**. However, **We** will still cover **You** for the **Incidents** provided in Section A1a, if **You Top Up** before an **Incident** happens.

(ii) **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.

(iii) **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**).*

(iv) **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.

(v) **Breakdown or Malfunction of Parts**

Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Car**.

(vi) **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.

(vii) **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.

(viii) **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.

(ix) **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 **We** will pay **You** 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 purchasing 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 We will pay 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 22 and 23 of Section H.

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:

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

The balance must 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

*The Betterment clause will not apply if **You** have subscribed to Waiver of Betterment add-on (**Endorsement 207**).*

g. Compulsory Excess (please see page 5 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.

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**, **We** will pay legal costs incurred 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 make **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 endorsements. **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

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

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 page 9).

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. 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.

3. 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.

4. 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 pay any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

5. 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.

6. 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.

7. 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**).*

8. 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**.

9. 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**).*

10. 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.

11. Convulsions of nature

There is no cover (unless specifically subscribed to or purchased or provided in **Your Policy (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**).*

12. 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.

13. Your Mileage Balance is zero

We will not pay for claims that arise under Section A and applicable endorsements if **Your Mileage Balance** is zero. It is **Your** responsibility to:

- a. have **Activated Your Certificate**;
- b. make all the contributions due;
- c. notify **Us** without delay when the number of the designated bank account or card is changed, or the payment transaction is suspended.

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 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.

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 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 **Your 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. Base Contribution, Per-Kilometre Rate and Mileage Contribution

When **You** participate in this takaful, **Your** contribution has two parts:

- A **Base Contribution** that **You** contribute upfront at the start of the **Certificate**. This provides the coverage under Section B and certain optional add-ons which **You** have subscribed to in this **Certificate**.
- An upfront **Mileage Contribution**, which is **Your Per-Kilometre Rate** multiplied by the **Prepaid Mileage** printed in **Your Schedule**. This provides the coverage under Section A and certain optional add-ons **You** have subscribed to in this **Certificate**.

The **Base Contribution** and **Per-Kilometre Rate** is fixed until the expiry of **Your Certificate**. However, these may change due to any changes made to **Your Certificate**.

During the **Period of Takaful**, the **Mileage Your Car** is driven is charged to **You** by deducting the **Mileage** driven from the **Prepaid Mileage** – the remaining prepaid mileage is called **Mileage Balance**.

At the end of each **Certificate Month** or when **Your Mileage Balance** is less than 400 km at any point in time during the **Period of Takaful**, **We** will charge **You** nominated bank account a **Mileage Contribution** to increase **Your Mileage Balance** to **Prepaid Mileage** amount to ensure **You** have continuous coverage. The **Mileage Contribution** is determined by multiplying **Your Per-Kilometre Rate** and the **Mileage Your Car** is driven.

*As long as **Your Mileage Balance** is positive and **You** abide by the conditions set out in this **Certificate**, **You** will receive the coverage outlined in **Your Certificate Schedule**. If **Your Mileage Balance** is zero at any time during the **Period of Takaful**, **We** will not pay for loss or damage from **Incidents** as provided in Section A1 and applicable optional add-ons.*

We cap the mileage charged to **You** at 400 km per day and 15,000 km per year.

At the end of the **Period of Takaful**, **Mileage Contribution** corresponding to unused **Mileage Balance** will be returned to **You** based on the same **Per-Kilometre Rate** used to determine the **Mileage Contribution**.

4. Activating Your Certificate and access to Your Vehicle Data

Once **You** participate in this takaful, **You** will need to **Activate Your Certificate**. If **You Activate Your Certificate** and **We** start measuring **Your Mileage** before **Your Certificate** start date, **We** will not charge **You** for any **Mileage** driven until **Your Certificate** has started.

If **We** are connecting directly to **Your Connected Car**, **You** will need to give **Us** permission to connect to **Your Car** within forty-eight (48) hours of participating in this takaful. If **You** have opted for a **Z-Miles Device**, **You** will need to **Activate Your Certificate** within seven (7) days of **Your Certificate** start date or three (3) days upon receiving the **Z-Miles Device**, whichever later.

If **You** have not **Activated Your Certificate** for the first time after the grace period above ends, **We** will need to make an assumption about the distance **You** have driven unless **You** notify **Us**. **We** will estimate the distance **You** have driven at 400 km a day, charged at **Your Per-Kilometre Rate**, until **Your Certificate** is showing as **Activated** again or **Your Mileage Balance** is zero, whichever is earlier. If **Your Mileage Balance** is zero, there will be no automatic top up of **Mileage Balance** and **We** will not pay for loss or damage from **Incidents** as provided in Section A1 and certain optional add-ons that **You** have subscribed to.

If **We** do not have access to **Your Vehicle Data** at the time of an **Incident**, an Inactivated **Certificate Excess**, shown on **Your Schedule**, will apply along with any other Compulsory and Voluntary **Excesses**. **We** will waive the Inactivated **Certificate Excess** if **You** have an accident before **You** receive **Your Z-Miles Device**.

5. 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 giving us a written notice. Cancellation can take effect immediately or set for a later date, but never backdated. **You** will be entitled to a return of contribution based on the conditions specified below if no claim was incurred prior to cancellation.

This **Certificate** will automatically lapse once **You** sell or dispose **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, either by written notice or via electronic means. **You** will still be charged for the **Mileage You** have driven and any **Base Contribution** used until the cancellation date. With effect from the cancellation date, **You** will not be covered under this **Certificate**.

*If **You** have made a claim, or one has been made against **You**, during the **Period of Takaful**, **You** will not be entitled to any return of contribution.*

c. Return of **Contribution**

Whatever time this **Certificate** is cancelled, **You** will pay for any **Mileage** driven until the cancellation date plus **Base Contribution** used. Provided no claim has been made during the **Period of Takaful**, **You** are entitled to receive (a) pro-rata return of any unused **Base Contribution** and (b) full return of **Mileage Contribution** (based on unused **Mileage Balance**).

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

We reserve the right to deduct any contribution owing to **Us** from any on-going claim under this **Certificate**.

6. If there is more than one takaful Certificate or Insurance policy covering the same Car

- a. **You** must inform **Us** in writing if **You** have taken out any other takaful certificate or insurance policy 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**”.

7. 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.

8. 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 **Ombudsman for Financial Services** to resolve the dispute.

9. 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.

10. Prevalent Certificate wording

For avoidance of doubt, the English version of this **Certificate** wording will prevail over the Bahasa Malaysia version at all times.

11. 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**.

12. Surplus sharing

We will manage **Your** takaful contributions by charging a Wakalah Fee as approved by the regulatory authorities under the model of Wakalah, and subsequently continue to invest into Takaful fund through a special account known as the **GTF**. If at end of the **Period of Takaful** stated in the **Schedule** attached to the **Certificate**, there is a net surplus in **GTF**, the net surplus shall be shared at 50:50 ratio between **Us** and Participants that have not incurred any claim and / or not received any benefits under the same class of risk as stated in the aforesaid **Schedule** whilst the **Certificate** is in force.

13. 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**.

14. Treatment of Small Amount

Small Amount shall mean any amount below Ringgit Malaysia Ten (RM10) arises from maturity, contribution excess, surrender, surplus distribution or claims that are to be made other than by way of electronic payment. The **Small Amount** shall be channelled to donation. 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: Usage of Vehicle Data

*By participating in this takaful, **You** are deemed to have given **Us** consent to process **Your Vehicle Data**. **Your Vehicle Data** will be processed by **Us** for the purpose of claims handling, claims assessment, analysing and profiling **Your driving behaviour** and **Car usage**.*

Information recorded and transmitted

Your Z-Miles Device is GPS enabled and records and communicates back to **Us** a variety of information about **Your Car** and **Your Trips**, including mileage driven, speed, heading, acceleration, deceleration, altitude, periodic odometer readings, collision and impact, location information, and any information derived from the information (collectively, "**Vehicle Data**").

The **Z-Miles Device** records information only when it is connected. The device transmits the **Vehicle Data** wirelessly to and from **Us** through **Our** wireless partners.

Mileage and other **Vehicle Data** may be used to underwrite and rate **Our** takaful offerings, and will be used to develop, maintain, model, analyse and enhance **Our** products and services.

All **Data** is held in strict confidence and processed solely for the purpose of this Section, in accordance with prescribed privacy laws currently in force.

Section G: Z-Miles Device

*The specific terms and conditions of this **Section** is applicable if **You** have opted to use **Z-Miles Device** and shall be read in conjunction with the general conditions of this **Certificate**.*

1. Installation of Z-Miles Device and Certificate Activation

- a. Upon subscription to this takaful, **We** will dispatch a **Z-Miles Device** to **Your** shipping address.
- b. Upon receiving the **Z-Miles Device**, **You** shall plug it in **Your Car's** cigarette lighter or 12V socket.
- c. Once the **Z-Miles Device** has been plugged into **Your Car** and has power and a mobile phone signal, it will send **Us** a message to inform **Us**. **You** will see **Your Certificate Activate** in **Zurich App**, and **Your Mileage** will start to show up automatically after each **Journey**.
- d. **Z-Miles Device** needs to be continually plugged in **Your Car**. In the event **Your Certificate** is not **Activated** when **Your Car** is driven, an additional **Excess** may apply in the event of claim and **We** may not pay for loss or damage from any **Incident(s)** as provided for in Section A1 (see **Section E3: Activating Your Certificate and Access to Your Vehicle Data**).

2. Replacement of Z-Miles Device

Z-Miles Device comes with a three (3) years warranty period from first subscription to Z-Miles Takaful, except in the event of loss or damage due to misuse, tampering, or unauthorised interfering and alteration by **You**.

If **You** notice the **Z-Miles Device** is not working as it should be, let **Us** know as soon as possible and **We** will send a replacement device to **You**. **We** will notify **You** if **We** spot anything wrong with it at **Our** end. If after looking at all the facts **We** find that **You** are responsible for damaging the **Z-Miles Device**, **You'll** be charged the **Z-Miles Device** fee shown in **Your Schedule** to replace it, otherwise **We** will replace it free of charge (including the postage).

You must not tamper with the **Z-Miles Device** or attempt to access the software on it. If **You** or any of **Your Authorised Driver(s)** deliberately stops our ability to collect **Vehicle Data**, damages or tampers with the **Z-Miles Device** without **Our** permission, **We** will not cover **Incidents** under **Section A** until expiry of **Your Certificate**.

3. Disclaimer and Limit of Liability

The **Z-Miles Device** is provided to **You** by the **Service Provider** solely for the purpose provided in this Section. In no event shall **We** be liable, directly or indirectly, for any special, incidental, punitive or consequential damages of any kind, whether arising under breach of contract, tort (including negligence), strict liability or otherwise arising out of the use of the **Z-Miles Device**.

Section H: 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. Activated, Activate

The status of **Your Certificate** with **Us**, once **You** have given **Us** permission to access data from **Your Connected Car**, or the **Z-Miles Device** plugged into **Your Car** and has told **Us** it is ready to track **Mileage**.

4. 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.

5. Approved Repairer

This shall mean:

- a. motor repair workshops approved by **Us**;
- b. any **Repairer** that **We** have given **You** a special permission to use.

6. 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.

7. Base Contribution

The amount **You** make upfront when **You** take out the **Certificate** that provides Third Party Only cover for **Your Car**.

8. 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**.

9. Certificate

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

10. Certificate Month

Your Certificate Month will start on the same date every month. This will be the date that **You** chose when **You** first participate in this takaful.

11. 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.

12. 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".*

13. Connected Car

A compatible **Car** that is connected to the Internet, so that **We** can collect **Your Vehicle Data** without the use of **Z-Miles Device**.

14. 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".

15. Endorsement

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

16. Excess (es)

This refers to the amount that **You** have to pay towards any claim. **Your Schedule** shows the amount of **Excesses** applicable. **You** have to pay the **Excess** for each and every claim under Sections A arising out of any one **Incident**, even if the **Incident** is not **Your** fault.

17. 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.

18. 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.

19. Incident

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

20. Journey, Trip

The route taken between where **Your Car's** engine is started and where the ignition is switched off.

21. Limitations as to Use

According to **Your Certificate of Takaful**, **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, pace making, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business".

22. 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 23 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**.

23. Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) 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.

24. Mileage

The distance travelled by **Your Car** and reported to **Us** by either **Your Connected Car** or **Z-Miles Device** installed in **Your Car**, measured in kilometres (km).

25. Mileage Balance

This is the remaining distance (in km) which **Your Car** can still travel during the **Period of Takaful** before the **Certificate** coverage becomes Third Party Only. This is the difference between **Prepaid Mileage** and **Mileage** driven.

26. Mileage Contribution

The amount of money that **You** contribute based on **Your Car's Mileage** driven multiplied by **Your Per-Kilometre Rate**.

27. Minimum Contribution

The minimal contribution described in the **Schedule**.

28. MOHA

Shall mean Ministry of Home Affairs.

29. 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**.

30. OFAC

Shall mean Office of Foreign Assets Control.

31. Ombudsman for Financial Services (OFS)

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.

32. Per-Kilometre Rate

The amount **You** will be charged per km for each **Journey** in **Your Car**. **Your Per-Kilometre Rate** can be found in **Your Schedule**.

33. 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.

34. Prepaid Mileage

This refers to the mileage (in km) that **You** have contributed for in advance when **You** participate in this takaful. **Prepaid Mileage** is the maximum distance **Your Car** can travel during the **Period of Takaful** before the **Certificate** coverage becomes Third Party Only and can be found in **Your Schedule**.

35. 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, roundabouts, traffic islands, road dividers, all traffic lanes, side tables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use".

36. 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**.

37. 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.

38. 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.

39. Tabarru'

This means donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the contribution to the **GTF** based on **Tabarru'** to help other participants, through the payment of takaful benefits.

40. UNSC

Shall mean United Nations Security Council.

41. Vehicle Data

Data collected from **Your Car** by either **Our Z-Miles Device** or via **Your Car's** manufacturer.

42. Wakalah

This refers to a contract where a party, as principal authorises another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, **You** authorise **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

43. We, Our, Us

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

44. You, Your, Yourself

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

45. Zurich App and Web Dashboard

Zurich App is available on Android and iOS. Zurich Web Dashboard is available in **Our** Customer Portal at myzurichlife.com.my.

46. Z-Miles Device

The telematics device plugged into **Your Car** which provides **Us** the data on the use of **Your Car**.

Section I: 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**.*

1. Endorsements or optional covers that are applicable regardless of Mileage Balance

Endorsement 1: Excess All Claims (please see page 5 for explanation and page 17 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) (see page 5 for explanation and page 17 for definition)

The Voluntary Excess amount shown in the **Schedule** is the **Excess** chosen by **You** in return for a lower contribution. This excess is the amount that **You** have to pay for each and every claim under Section A arising out of one **Incident**, in addition to any other **Excesses** that may apply to **Your Certificate**. This means that **We** have the right to deduct the Voluntary Excess from the amount that **We** would otherwise have to pay. If **We** are not able to deduct the Voluntary Excess, **We** have the right to demand that **You** pay **Us** the Voluntary Excess first, before **We** make any payment.

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

Endorsement 1(b): Inactivated Certificate Excess (Non-Tariff) (see page 5 for explanation and page 17 for definition)

The Inactivated Certificate **Excess** amount shown in the **Schedule** is the **Excess** that **You** have to pay for each and every claim under Section A arising out of one **Incident**, in addition to any other **Excesses** that may apply to **Your Certificate**, if **We** do not have access to **Your Vehicle Data** at the time of an **Incident**. This means that **We** have the right to deduct the Inactivated Certificate **Excess** from the amount that **We** would otherwise have to pay. If **We** are not able to deduct the Inactivated Certificate **Excess**, **We** have the right to demand that **You** pay **Us** the Inactivated Certificate **Excess** first, before **We** make any payment.

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

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/Loan

We note that **Your Car** was bought under an Employer's Financing/Loan 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 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; 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 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 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 **You** or **Your Authorised Driver's Household**;
- d. liability to any person who is a member of **You** 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:

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

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 113: Reference to Motor Vehicle Market Valuation System

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) 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 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 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 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 **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.

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 vehicle 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 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 accident. The proportion **We** pay shall be calculated in accordance with the following formula:

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

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 **You** 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 vehicle is used for hire, racing, road rally, pace-making, speed-testing or used for any purpose in connection with motor trade;
- f. while the vehicle 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 to **Us** 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 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, accidents, 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, accidents, 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**.

2. Endorsements and optional covers that are applicable only if You have positive Mileage Balance

The following is a list of Endorsements and optional covers available that applies to this **Certificate** if the **Endorsements** with their numbers are printed in the **Schedule**, and if **You** have positive **Mileage Balance**.

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:

- 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;
- loss or damage to the contents of or anything being carried in the specified Caravan / Luggage / Boat Trailer; and
- 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 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:

- the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- 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:

- civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- revolution, rebellion or civil disturbance amounting to a popular uprising; and
- 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 57A: Inclusion of Special Perils – Pacakge (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 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 89(b): Cover for Windscreens, Windows and Sunroof – Pacakge (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** 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 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 101: Extension of Cover to the Kingdom of Thailand

Pursuant to the additional contribution that **You** made, 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 that **You** made for this endorsement, 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 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:

- if **Your** claim is only for breakage of glass that is payable under **Endorsements 89(a)** or **89(b)**;
- for any delay in the time taken to repair **Your Car** (beyond the assessed repair time) due to any reason at all. 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;
- if **Your** claim is for theft or total loss of **Your Car**; or
- 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 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 A2f 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 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 297A: Waiver of Compulsory Excess – Pacakge (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 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, its 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 ingress caused by insured 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**.

Endorsement 50A: Mileage Top Up (Non-Tariff)

In consideration of the additional contribution that **You** made for this **Endorsement**, **We** agree to extend the cover provided under Section A of this **Certificate** to cover the loss or damage to **Your Car**, until the end of **Your Period of Takaful** or **Your Mileage Balance** is zero, whichever is earlier.

LODGING COMPLAINT & GRIEVANCE

If **You** have any complaint of unfair market practices by the **Us**, **You** may call or write to:

Zurich General Takaful Malaysia Berhad

Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia.

Call Centre: 1-300-888-622 Tel: 03 – 2109 6000 Fax: 03 – 2109 6888 Email: callcentre@zurich.com.my

Ombudsman for Financial Services (Formerly known as Financial Mediation Bureau)

Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel: 603-2272 2811 Fax: 603-2272 1577 E-mail: enquiry@ofs.org.my Website: www.ofs.org.my

BNMLINK (Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat)

4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel: 1-300-88-5465 (LINK) E-mail: bnmlink@bnm.gov.my Website: bnmlink.bnm.gov.my

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 this product is (are) protected by PIDM up to limits. For more information, please refer to PIDM's Takaful and Insurance Benefits Protection System brochure on **Our** website www.zurich.com.my or on PIDM's website www.pidm.gov.my.

Zurich General Takaful Malaysia Berhad

Registration No.201701045981 (1260157-U)

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

www.zurich.com.my

