

Z-DRIVE ASSIST TAKAFUL

Motor Personal Accident

IMPORTANT NOTICE

Please read this document carefully and keep it in a safe place. Please contact **Us** if **You** need any clarification.

Statement Pursuant to Schedule 9 of the Islamic Financial Services Act 2013

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

This Certificate reflects the terms and conditions of the contract of takaful as agreed between **You** and **Us** for the takaful hereinafter contained and has paid or agreed to make the contribution in respect of such takaful.

In the event of an insufficient balance in General Risk Investment Account (GRIA) to pay for **Your** Takaful benefits during the **Period of Takaful**, **We** will make good the balance in the GRIA under the principle of Qard (loan) provided that the insufficiency is not due to **Our** negligence. If the insufficiency is due to **Our** negligence, **We** will make an outright transfer for the insufficiency. **You** further agree that **Your** future surplus arising from the GRIA during **Your Period of Takaful** can be used to pay for outstanding Qard in GRIA (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 <https://www.zurich.com.my/pdpa>.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in the Certificate. They are **bold** and begin with a capital letter (e.g. **Person Covered**, **You**, **Your**).

Accident or Accidental

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly and results in death, disablement or **Bodily Injury** during the **Period of Takaful**.

Accidental Permanent Total Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within twelve (12) consecutive months will prevent **Person Covered** from engaging in employment of any and every kind for the remainder of **Person Covered**'s life and from which there is no hope of improvement.

ATM

shall mean Automated teller machine, which is a computerised machine administering cash dispensing and other banking services and facilities.

ATM Robbery

shall mean committing or attempt to commit theft by violence, intimidation, or threat of force, voluntarily causes or attempt to cause death, hurt or wrongful restraint, or puts someone in fear of instant death, or of instant hurt, or of instant wrongful restraint.

Bodily Injury

shall mean injury caused solely and directly by **Accidental** means and shall exclude injury caused by sickness, disease, or medical disorder.

Breakdown

shall mean a circumstance in which a **Car** is incapable of being driven due to mechanical, electrical or other failure, the cause of which is not an **Accident**, theft, fire damage, flood, storm or malicious damage.

Car

shall mean the motor vehicle(s) with registration number(s) specified as Covered Vehicle in the **Schedule**.

Cash

shall mean money in the physical form of currency, such as banknotes and coins.

Certificate Holder/You/Your

shall mean the Certificate holder and the legal owner of the vehicle(s) listed in the **Schedule**.

Disability

shall mean a sickness, disease, illness, or **Bodily Injury** arising out of a single or continuous series of causes.

Effective Date

shall mean the date from which the takaful coverage under this Certificate becomes effective as specified in the **Schedule**.

Hospital

shall mean an establishment duly constituted, registered and operating as a hospital for the care and treatment of sick and injured persons as paying bed patients which:

- i. has facilities for diagnosis and major surgery;
- ii. provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- iii. is under the supervision of a **Physician**; and
- iv. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishments.

Identification Document

shall mean **Your** National Registration Identity Card (NRIC), passport and/or driver's license.

Incident

any event which could lead to a claim under this Certificate. For Section 2, **Incident** also means the assigning of a resource to a **Breakdown**.

General Risk Investment Account (GRIA)

this refers to a fund established to pool portion of contributions paid 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.

Loss of Sight

shall mean the entire and permanent irrecoverable loss of sight.

Loss of Use

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of **Your** professional or occupational incapacity or covered event.

Medically Necessary

shall mean a medical service which is:

- i. consistent with the diagnosis and customary medical treatment for a covered **Disability**;
- ii. in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
- iii. not for **Your** or the **Physician**'s convenience, and unable to be reasonably rendered out of **Hospital** (if admitted as an inpatient);
- iv. not of an experimental, investigational or research nature, preventive or screening nature; and
- v. for which the charges are fair and reasonable and customary for the **Disability**.

MOHA

shall mean Ministry of Home Affairs.

OFAC

shall mean Office of Foreign Assets Control.

Period of Takaful

shall mean the duration of the Certificate as stated in the **Schedule**.

Person Covered

shall mean the driver and/or passenger(s), with permission of **Certificate Holder**, travelling in, boarding or alighting from the **Car**.

Personal Effect

shall mean handbag, wallet, purse, mobile phone, eyeglasses, sunglasses, camera, jewelry, watch, national registration identity card ("NRIC"), passport, driver's licence, credit/debit/ATM card, access card for entry to building/parking lot which are quantifiable monetarily, (excluding cash) owned by **You** and were in **Your** possession at the time of the **Snatch Theft**.

Physician

shall mean a medical practitioner qualified and licensed:

- i. to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training under any applicable law in the geographical areas of practice; and
- ii. excluding **You** and **Your** immediate family members, i.e. siblings, spouse, child or parent.

Pre-Existing Conditions

shall mean disabilities that **You** have reasonable knowledge of prior to the inception date of the **Period of Takaful**. **You** may be considered to have reasonable knowledge of a pre-existing condition if:

- i. **You** have received or is receiving treatment;
- ii. medical advice, diagnosis, care or treatment has been given or recommended;
- iii. clear and distinct symptoms are or were evident; or
- iv. **You** have known of its existence which would have been apparent to a reasonable person.

RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

Schedule

is the Certificate **Schedule** containing **Your** details, sum covered, and **Period of Takaful**. The Certificate **Schedule** forms part of the Certificate.

Snatch Theft

shall mean criminal act of forceful stealing or attempt to steal from **You** including snatch grab, a situation where **Your Personal Effects** and **Identification Document** are grabbed or attempted to be grabbed while **You** are walking as a pedestrian or while **You** are driving or riding in any vehicle.

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.

UNSC

shall mean United Nations Security Council.

War

shall mean a contest by force between two (2) or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized and unauthorized, by the sovereign.

We/Us/Our

shall refer to Zurich General Takaful Malaysia Berhad that is issuing **You** this Certificate representing the participants of **GRIA**.

GENERAL CONDITIONS

This Certificate and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Certificate or the **Schedule** shall bear such specific meaning wherever it may appear.

1. VALID PRIVATE CAR INSURANCE/TAKAFUL

Cars must have a valid private car insurance/takaful to be eligible to the Certificate coverage. Benefits are not payable if the **Car** does not have valid private car insurance/takaful coverage.

2. ALTERATIONS

We reserve the right to amend any contribution, terms and conditions of this Certificate with a valid reason and such alteration to the Certificate shall be valid if authorised by **Us** and endorsed hereon. **We** will notify **You** in writing using registered letter to **Your** last known address at least seven (7) days before any alteration is made to this Certificate.

3. ARBITRATION

All differences arising out of this Certificate shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

4. AUTOMATIC TERMINATION

The Certificate shall automatically terminate on the earliest happening of the following events:

- i. on the date the Certificate is cancelled.
- ii. on the date claim is made on Benefits A or B in Section 1.
- iii. on the next renewal date or contribution due date, whichever earlier, if the required contribution is not made.

5. CANCELLATION

We will give seven (7) days written notice of **Our** intention to terminate the Certificate with a valid reason by registered letter to the **Your** last known address, in which case a proportion of the contribution corresponding to the unexpired **Period of Takaful** will be returned. Similarly, **You** may, at any time cancel this Certificate by providing **Us** seven (7) days written notice in which **We** will retain the customary pro-rate of contribution for the time the Certificate has been in force.

6. CASH BEFORE COVER

It is a fundamental and absolute special condition of this Certificate that the contribution due must be paid and received by **Us** before this Certificate is effective.

7. CHANGE OF ADDRESS OR PARTICULARS

You shall give immediate notice to **Us** of any change in **Your** occupation, business, duties or pursuits and make any additional contribution that may be required by **Us**. Before each renewal of the Certificate, **You** must notify **Us** in writing of any injury, disease, physical defect or infirmity by which **You** have been affected or have knowledge of.

8. CLAIMS PAYMENT

Our maximum liability shall not exceed the amounts stated in the **Schedule**.

9. AVERAGE CLAUSE

If the number of passengers including driver shall exceed the seating capacity of the **Car** as stated in the **Schedule** at the time of accident, **Our** limit of liability per person shall be reduced proportionately to the actual number of passengers.

10. CLAIMS PROCEDURE

On the happening of any claim under this Certificate:

- i. Written notice stating details of the claim shall be given to **Us** within fourteen (14) days after the **Incident**.
- ii. **You** should procure and act upon proper **Physician** advice as soon as practicable.
- iii. All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- iv. **You** may have to undergo further medical examination as required by **Us** at **Our** expense.
- v. In the event of death, **We** shall be entitled to have a post-mortem examination and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

11. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, provisions and conditions of this Certificate by **You** and/or **Person Covered** in so far as they relate to anything to be done or not to be done or complied with by them shall be conditions precedent to any liability of **Ours**.

12. CURRENCY AND EXCHANGE RATES

- i. All claims payments will be made in Ringgit Malaysia (**RM**).
- ii. All contributions shall be paid in Ringgit Malaysia (**RM**).
- iii. If **You** are admitted to a **Hospital** and/or receive medical treatment outside Malaysia and render bills in a currency other than Ringgit Malaysia (**RM**), **We** shall indemnify in Ringgit Malaysia (**RM**) based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date **You** are discharged from **Hospital**.

13. DUTY OF DISCLOSURE

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

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

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

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

14. GOVERNING LAW

Any interpretation of this Certificate relating to its construction, validity or operation shall be interpreted in accordance with Malaysia Law.

15. MISSTATEMENT OR OMISSION OF MATERIAL FACT

This Certificate shall be void if:

- (a) any answer or representation by **You**, before this takaful contract is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- (b) before this takaful contract is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and the terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

16. NON-ASSIGNMENT

This Certificate is non-assignable, and **We** shall not recognise or be affected by any trust, charge, lien or assignment relating to this Certificate. Any receipt or discharge which **You** may grant to **Us** for any sum covered or compensation under this Certificate shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting **You**, in consequence of the claim whether resulting before or after the date of such receipt or discharge.

17. NOTICE

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Certificate, nor any endorsement thereon, will be held valid unless the same is signed or initialled by **Our** authorised representative.

18. TAX

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

19. INTERPRETATION OF THE CERTIFICATE

Where the context so permits, words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

20. TERRITORIAL LIMIT

Malaysia, Singapore and Brunei.

21. SANCTION

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

22. NOMINATION

There are two (2) types of nomination in takaful:

- Conditional Hibah is applicable to the beneficiary of the death benefit; it is revocable and shall only take effect after the death of the Applicant or after the death of the **Person Covered** and the Applicant is no longer alive and it is complete after Hibah recipient(s) acknowledges receiving the Hibah. Hibah is to be completed by the Applicant who has attained the age of eighteen (18) years and shall receive the death benefits as a beneficiary.
- Wasi is the nominee to execute the will (and not the beneficiary); it is revocable and shall only take effect after the death of the Applicant or after the death of the **Person Covered** and the Applicant is no longer alive and it is complete after Wasi acknowledges receiving it. Wasi is to be completed by the Applicant who has attained the age of eighteen (18) years and shall distribute the Takaful benefits in accordance with the relevant distribution laws. Only one (1) Wasi is advisable for each application.

23. SURPLUS SHARING

We will manage **Your** takaful contributions by charging a Wakalah Fee as approved by the regulatory authorities under the principle of Wakalah, and subsequently continue to be placed into Takaful fund through General Risk Investment Account (GRIA). If at end of the **Period of Takaful** stated in the **Schedule** attached to the Certificate, there is a net surplus in the GRIA, the net surplus shall be shared proportionately at 50:50 ratio among **Us** / the Takaful Operator and the **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.

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

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

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

24. TREATMENT OF SMALL AMOUNT

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

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

GENERAL EXCLUSIONS

This Certificate does not provide coverage under the following circumstances:

1. Sickness, disease or **Pre-Existing Conditions**;
2. Loss or **Bodily Injury** caused directly or indirectly, wholly or partly to **You/Person Covered** while **You/Person Covered** driving was intoxicated with alcohol or drugs, except where the drug is taken under the direction of a **Physician** provided such direction is not for the treatment of drug addiction. The driver shall be deemed as incapable of having proper control of the **Car** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of the driver is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amended) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;
3. Pregnancy, medical disorder and insanity unless caused solely and directly by accidental means to **You/Person Covered**;
4. Provoked murder or assault, intentional self-injury, suicide or attempted suicide while sane or insane;
5. Deliberate exposure to exceptional danger (except in an attempt to save human life);
6. While the **Car** is used for racing, road-rally, pace-making, speed-testing or used for any purpose in connection with motor trade;
7. While the **Car** is used for illegal business pursuit as an unlicensed common carrier;
8. **You/Person Covered** or the driver do not have a valid driving licence to drive the **Car**. This will not apply if **You/Person Covered** or the driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations;
9. Criminal act or any illegal activities;
10. Invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection, mutiny or usurped power;
11. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;

SECTION 1: BASIC COVERAGE

(A) ACCIDENTAL DEATH

If **You/Person Covered** suffer a **Bodily Injury**, which shall within twelve (12) consecutive months result in death, **We** will pay the amount as stated in the **Schedule**.

(B) ACCIDENTAL PERMANENT DISABLEMENT

If **You/Person Covered** suffer a **Bodily Injury**, which shall within twelve (12) consecutive months result in any of the following disablements, **We** will pay the amount as stated in the **Schedule**.

- (i) Injuries resulting in being permanently bedridden
- (ii) Any other injuries causing **Permanent Total Disablement** resulted from an **Accident**
- (iii) Total and irrecoverable **Loss of Sight** in one (1) eye.
- (iv) Total **Loss of Use** or physical severance of one (1) hand or one (1) foot.

(C) ACCIDENTAL MEDICAL EXPENSES

If **You/Person Covered** suffer a **Bodily Injury** and incur **Medically Necessary** expenses within twelve (12) consecutive months from the date of the **Accident**, **We** will reimburse the expenses incurred (including medical report) per person and per **Accident** up to the maximum amount as stated in the **Schedule**.

The medical and surgical expenses shall be paid to a dentist, **Physician** or **Hospital** for treatment of **Bodily Injury**. Cost of dental treatment is excluded unless treatment is for injury to natural teeth.

(D) DAILY HOSPITAL INCOME

If **You** suffer a **Bodily Injury** and as a result of this, are confined in a **Hospital** as a registered in-patient, **We** will pay the daily amount stated in the **Schedule** for each day of **Your** confinement in the **Hospital**. The maximum period payable for this benefit is thirty (30) days per **Accident**.

(E) COURTESY CAR

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

- (i) **Accidental** damage to **Your Car**.
- (ii) **Your Car** is being repaired at a Repairer that is approved by **Your** insurer/takaful operator under Private Car insurance/takaful.

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

(F) INCONVENIENCE ALLOWANCE DUE TO FLOOD

If **You** suffer from any of the following covered events as a result of flood whilst travelling in the **Car**, **We** will reimburse up to the maximum sub-limit as shown in the **Schedule**.

In the event of claims, **You** must provide **Us** the following documents:

- A copy of the police report on the **Incident**
- Original receipts for the expenses incurred
- For cost of cleaning, photographs of the **Car** before and after the cleaning works are required

SPECIAL CONDITIONS APPLICABLE TO SECTION 1

- The coverage is only valid in the event of an **Accident** involving the **Car** whilst **You/Person Covered** is getting into, traveling in or getting out of the **Car**.
- Benefits A, B, and C shall be payable to the respective **Person Covered**, except in the event of death where benefits shall be paid to the legal personal representative of the deceased.
- Benefits D, E and F shall be payable/entitled to the **Certificate Holder** only. In the event of death, Benefit F shall be payable to the **Certificate Holder's** legal personal representative. If the **Certificate Holder** is a company, the benefits shall be payable to the **Person Covered** driving the **Car**, except in the event of death, to the legal personal representative of the deceased. The **Person Covered** must be determined/declared and employed by the company.
- If the number of passengers including driver shall exceed the seating capacity of the **Car** as stated in the **Schedule** at the time of **Accident**, **Our** limit of liability per person shall be reduced proportionately to the actual number of passengers.

SECTION 2: TOWING AND ROADSIDE ASSISTANCE

The services will only be rendered to **Your Car** in the event of **Breakdown** during the **Period of Takaful**. **You** or **Person Covered** must call **Zurich Roadside Assistance 24 hours Hotline Number 1-300-88-5566 or +603-7989 0345** (for WhatsApp chat and local landline calls only) to request for the services below:

(A) MINOR ROADSIDE REPAIR

If **Your Car** suffers a **Breakdown** and it is possible to repair it on the site, **We** shall organize and pay for labour cost for roadside repair up to a maximum labour of one (1) hour per breakdown. **We** shall not be responsible for any cost of replacement parts and any other items required for the repair.

(B) EMERGENCY TOWING DUE TO BREAKDOWN

If **Your Car** suffers a **Breakdown** and it is not possible to repair it on the site, **We** shall assist to tow the **Car** to **Your** preferred workshop. There is an additional cost of towing if the towing service exceeds the limit specified in the **Schedule**. The cost shall be borne by **You/Person Covered**. Any toll charges shall be borne by **You/Person Covered**.

TERRITORIAL LIMIT FOR SERVICES A AND B IN SECTION 2

- Roadside Repair and Emergency Towing services are provided in Malaysia only.
- In Peninsular Malaysia, the services are not available on all Islands, except for Penang and Langkawi.
- In East Malaysia, the services are only available in major towns and Labuan Island.

(C) HOTEL ACCOMODATION ASSISTANCE REFERRAL

In the event of **Breakdown** or **Accident**, **We** shall upon the request of **You/Person Covered**, assist in provided information about hotel accommodation.

(D) ALTERNATIVE TRAVEL ASSISTANCE REFERRAL

If **You/Person Covered** are stranded because the **Car** cannot be repaired on time, **We** shall, upon request, assist in organising alternative means of transport for **You/ Person Covered** to carry on the journey.

(E) TRANSMISSION OF INFORMATION

In the event of emergency, **We** shall, upon request of **You/ Person Covered**, undertake to relay all necessary information to an emergency contact. **We** shall not be liable if the recipient cannot be reached.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2

We shall not be liable or to provide the services or to bear any costs and expenses under the following circumstances:

1. Services which are not organized or pre-approved directly by **Us**, and **Our** service provider.
2. Towing in an event of a vehicle **Accident** involving **Your Car**.
3. The registration number of **Your Car** does not match the registration number registered with **Us**.
4. **Your Car** has no valid road tax.
5. If **Your Car** suffers a mechanical **Breakdown** and is immobilized on an unpaved road surface, or on a road that is not the gazetted under Malaysia road system.
6. Any cost of repair or replacement of car parts at the workshop or service center.
7. Cost of consumables such as battery, engine oil or fuels.
8. Cost for non-vehicle related assistance such as taxi fare or accommodation.
9. **Your Car** requires the use of special equipment during the roadside repair or towing process, which in the opinion of **Us** or service provider, are considered high risk and/or reasonably impracticable.
10. **Your Car** keys are not available or are locked inside **Your Car**.
11. The cause of **Breakdown** is due to an empty fuel tank or the use of incorrect fuel.
12. There is no mechanical part in **Your Car**, such as no engine or transmission.
13. Towing at the direction of a law enforcement office related to traffic obstruction, impoundment, abandonment, illegal parking and/or other violations of the law.
14. Any illegal or unlawful act by the **You/Person Covered**, or the use of **Your Car** for any illegal or unlawful purpose.
15. If **Your Car** has been modified for participation in rally and racing or modified against government regulations.
16. Failure of **You/Person Covered** to take reasonable precautions or follow warnings of any intended strike, riot, or civil commotion via the mass media.
17. Towing of **Your Car** when the **Car** is in a roadworthy condition and can still be driven.
18. Towing or repair of any motorcycle, commercial vehicle or private car for commercial purposes (including hire & reward or carriage of goods). We reserve the right to refuse assisting and towing of such vehicles.
19. Towing of **Your Car** bearing greater weight than for which it was designed, as stated in the manufacturer's specifications.
20. When second towing of the **Car** is requested for the same **Incident**.
21. Towing of **Your Car** after it has been sent for a spray job.
22. Towing of **Your Car** for the purpose of disposing the **Car**.
23. Towing of **Your Car** out of any workshop.
24. Towing of **Your Car** that has been dismantled fully or partially in a workshop with or without **You/Person Covered**'s consent.
25. Transportation for **You/Person Covered** with the **Car** for service, or from the **Car** to another destination after service has been rendered.
26. Towing of a stolen **Car** which has been discovered, abandoned or due to vandalism.
27. Towing of **Your Car** due to fire explosions or lightning.
28. Towing of **Your Car** due to flood and storm.

SECTION 3: OPTIONAL COVERAGE

The following is a list of optional covers available that **You** can add to **Your** Certificate by making additional contribution.

(A) SNATCH THEFT PROTECT

If **You** suffer losses as a result of **Snatch Theft**, **We** will reimburse up to the maximum amount as shown in the **Schedule**, subject to a maximum of two (2) **Incidents** during any one (1) **Period of Takaful**.

(B) ATM ROBBERY

If **You** suffer losses as a result of **ATM Robbery** which occurred within one (1) hour from an **ATM Cash** withdrawal from **Your** bank's account, **We** will reimburse up to the maximum amount as shown in the **Schedule**, subject to a maximum of two (2) **Incidents** during any one (1) **Period of Takaful**.

SPECIAL EXCLUSIONS APPLICABLE TO BENEFITS A AND B UNDER SECTION 3

We shall not be liable for the followings:

- Any loss not reported to police within twenty-four (24) hours of such **Incident**.
- Any loss directly or indirectly caused by pickpocketing, intentional or malicious acts, **Your** negligence or carelessness, unexplained, mislaying or mysterious disappearance.

(C) DENGUE CARE

If **You** are diagnosed with dengue fever by a **Physician** and incur **Medically Necessary** expenses for treatment of such diagnosis, **We** will reimburse the expenses up to the maximum amount as shown in the **Schedule**. The eligibility of this benefit will only start seven (7) days after the **Effective Date**.

This coverage is terminated on the expiry date of the Certificate or cancellation of the Certificate.

IMPORTANT

You should read this Certificate carefully, and if any error or misdescription is found therein, or if the cover is not in accordance with **Your** wishes, advice should at once be given to **Us** and the Certificate returned to **Us** for **Our** 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.

PROCEDURES FOR MAKING TAKAFUL COMPLAINTS

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

Zurich General Takaful Malaysia Berhad

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

Other Avenues to Seek Redress

We assure **You** that **Your** complaints will be attended to promptly. If **You** are not satisfied with **Our** final response or decision, **You** may write to Ombudsman for Financial Services (OFS) (formerly known as Financial Mediation Bureau) with details of the dispute and particulars of **Your** certificate.

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

The OFS can be contacted through:

Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my

Alternatively, **You** may put forward **Your** dissatisfaction to Bank Negara Malaysia's Customer Service Bureau (CSB). **You** can provide details of **Your** complaint and particulars of **Your** certificate to:

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

Zurich General Takaful Malaysia Berhad

Registration no. 201701045981 (1260157-U)
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