

# Z-Driver Takaful

## Enhanced Private Car Certificate

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### PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before You decide to participate in the Motor Takaful. Be sure to also read the general terms and conditions.)

#### 1. What is this product about?

The Motor Takaful provides cover against liabilities to other parties for injury or death, damage to other parties property, and accidental or fire damage to Your Car or theft of Your Car.

#### 2. What are the applicable Shariah concepts?

- **Takaful:** is an arrangement based on mutual assistance under which takaful participants agree to contribute to a common fund providing for mutual financial benefits payable to the takaful participants or their beneficiaries on the occurrence of pre-agreed events.
- **Wakalah:** is an agency contract where the participant appoints the takaful operator to manage the takaful contributions with or without imposition of a fee. Under this takaful, **We** are appointed as the agent and in return, **We** will receive a Wakalah Fee for the services that **We** render in managing the General Risk Investment Account (GRIA).
- **Tabarru:** means donation for charitable purposes. Under this takaful, tabarru refers to the contribution from the participant to the GRIA to help other participants. Participants agree to relinquish all or a portion of their contribution to pay for the takaful benefits based on the pre-agreed events.
- **Hibah:** Under this takaful, Hibah refers to either:
  - If a surplus arising from GRIA is declared, 50% of the surplus will be shared with eligible participants based on the Hibah (gift) contract.
  - Upon cancellation of this takaful, contribution corresponding to unexpired period of takaful will be returned to participants.
- **Ju'alah:** refers to a contract where a party offers a specified reward to another party for achieving a determined result. Under this takaful, the participant allows **Us** to receive 50% of the distributable surplus arising from the GRIA.
- **Qard:** refers to an interest free loan by **Us** to GRIA if the GRIA is in deficit.

#### 3. What are the covers / benefits provided?

- a. Third Party Bodily Injury and Death.
- b. Third Party Property Loss or Damage.
- c. Loss or Damage to Your Own Car due to accidental fire, theft or accident.

#### Optional benefits that You may wish to participate by making additional contribution:

- a. Passengers liability cover.
- b. Damage arising from flood and landslide.
- c. Damage arising from strike, riot and civil commotion.
- d. Cover for Windscreens, Windows and Sunroof – Enhanced.
- e. Cover for E-Hailing Private Car.
- f. Towing and Cleaning due to Water Damage (Non-Tariff).
- g. Key Replacement (Non-Tariff).
- h. Waiver of Betterment (Non-Tariff).

This list is non-exhaustive. Please refer to the Certificate contract for the full list of optional benefits under this Certificate.

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](http://www.zurich.com.my) or on PIDM's website [www.pidm.gov.my](http://www.pidm.gov.my).

#### Note:

- **It is an offence under the laws of the Republic of Singapore to enter the country without extending passenger liability cover to Your Motor Takaful.**
- **The duration cover is for one year. You need to renew the certificate annually.**

#### 4. Where can I get the Appropriate Market Value for my Car?

ISM ABI Vehicle Valuation Database at [www.mycarinfo.com.my](http://www.mycarinfo.com.my).

#### 5. What is agreed value?

Agreed Value is covering Your Car for a value that is agreed between Us and You. In the event of theft or total loss, We will pay accordingly as per the Car Sum Covered. (Subject to the terms and conditions.)

**6. How much do I have to contribute?**

The total contribution that you have to make may vary depending on the cubic capacity of the Car, Sum Covered, no claim discount (NCD) entitlement, the optional cover(s) and the underwriting requirements of the takaful company:

**Example: Contribution calculation**

Sum Covered: RM40,000.00

Cubic Capacity: 1495 cc

Basic contribution	:	RM	1,345.50
Voluntary Excess	:	RM	0.00
NCD entitlement 25%	:	RM	<u>336.37</u>
Net contribution	:	RM	1,009.13
Additional cover (W/screen RM500)	:	RM	<u>75.00</u>
Gross contribution	:	RM	1,084.13
Tax 8%	:	RM	86.73
Stamp Duty	:	RM	<u>10.00</u>
Total Contribution	:	RM	<u>1,180.86</u>

The estimated Total Contribution that You have to make is: **RM1,180.86**

**7. What are the fees and charges that I have to make?**

Types	Amount
Wakalah fees	(29.5% of the contribution) of which: <ul style="list-style-type: none"> <li>• Commission - 10% of the gross contributions  <i>Example: Gross Contribution: RM1,084.13 x 10% commission = RM108.42</i></li> <li>• Management Expenses – 19.5% of the gross contributions  <i>Example: Gross Contribution: RM1,084.13 x 19.5% management expenses = RM211.41</i></li> </ul>
Tax Provision	8% of the gross contributions made
Stamp Duty	RM10.00

**8. What are some of the key terms and conditions that I should be aware of?**

- **Importance of Disclosure** – You must give all material facts such as previous accidents and modifications to the engine.
- **Importance of Receipt Keeping** – It is important that you receive a copy of receipt from us and please keep our receipt as proof of contribution made.
- **Consumer Takaful Contract** – Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if You are applying 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 apply for this Takaful). You must answer the questions fully and accurately. Failure to take 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. The above duty of disclosure shall continue until the time Your contract of Takaful is entered into, varied or renewed with Us. In addition to answering the questions in the Proposal Form (or when You apply for this Takaful), You are required to disclose any other matter that You know 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** – Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if You are applying for this Takaful for a purpose 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. The above duty of disclosure shall continue until the time Your contract of Takaful is entered into, varied or renewed with Us. You also have a duty to tell us immediately if at any time after Your contract of Takaful has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.
- If You misrepresented any facts to Us before the certificate is entered into, examples of the actions that may be taken by Us against you include the following:
  - declare Your Certificate void from inception (which means treating it as invalid), and We may not return any contribution;
  - cancel this Certificate and return any contribution less our cancellation charge or recover any unpaid contribution;
  - 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 pay because of any relevant road traffic legislation, plus any recovery cost.
- You must ensure that Your Car is covered at the appropriate amount of the market value.
- The motor Certificate will pay the market value, or the sum covered at the time of the loss whichever is lower.

- The compulsory excess is the amount You have to bear if Your vehicle is driven by a person with "P" & "L" License and/or under 21 years of age: RM 400.00.
- **Cash Before Cover** – The contribution due must be paid and received by Zurich General Takaful Malaysia Berhad before cover commences. This takaful cover is automatically null and void if this condition is not complied with.
- **Cancellation** - We may give fourteen (14) days written notice of our intention to terminate this Certificate with a valid reason by registered letter to Your last known address, in which case a proportion of the contribution corresponding to the unexpired Period of Cover will be returned. Similarly, You may, at any time cancel this Certificate by providing Us fourteen (14) days written notice in which We will retain the customary pro-rate of contribution for the time the Certificate has been in force.
- **Claim Procedure** – You must give written notice to us within fourteen (14) days after the occurrence of the event.
- **Approved Repairer** – You must remove Your Car to Our Approved Repairer for repairs or windscreen repairs or replacement.
- **Territorial limit** – Malaysia, Singapore and Brunei.
- **Treatment of Small Amount** – 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 channelled 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.
- For other common terms and conditions, you may refer to [www.zurich.com.my/en/services/corporate/key-terms-and-conditions](http://www.zurich.com.my/en/services/corporate/key-terms-and-conditions).

**Note:**

**This list is non-exhaustive. Please refer to the Certificate contract for the terms and conditions under this Certificate.**

**9. What are the major exclusions under this Certificate?**

This Certificate does not cover certain cases, such as:

- Your own death or bodily injury due to a motor accident;
- Your liability against claims from passengers in Your Car;
- Loss, damage or liability arising from an act of nature i.e flood, storm or landslide;
- Loss, damage or liability arising from illegal acts and under influence of drug or alcohol;
- Loss, damage arising out of Cheating or Criminal Breach of Trust.

**Note:**

**This list is non-exhaustive. Please refer to the sample certificate contract for the full list of exclusions under this Certificate.**

**10. Can I cancel my Takaful Certificate?**

You may cancel Your Motor Takaful Certificate by giving a written notice and must return the Original Certificate of Takaful (CT) or Statutory Declaration to the Takaful Operator if the CT is lost.

Upon Cancellation, You are entitled to a return of contribution based on the following:

- Pro-Rate basis if the Car Certificate has been continuously renewed with Us.
- Short Period basis if Your Car is newly covered with Us, for a period of less than 12 months.

There is no return of contribution:

- If minimum contribution is paid.
- If there is a claim made on the Certificate.

**11. What do I need to do if there are changes to my contact details?**

You can update Your contact details in the Zurich Customer Portal at [myzurichlife.com.my](http://myzurichlife.com.my) or inform us of any changes in Your contact details to ensure that all correspondences reach You in a timely manner.

**12. Where can I get further information?**

Should You require additional information about the product, please contact us or our agents. You can contact us at:

**Customer Care**

Zurich General Takaful Malaysia Berhad  
 Level 23 A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur  
 Call Centre: 1-300-888-622 Tel: 603-2109 6000 E-mail: [callcentre@zurich.com.my](mailto:callcentre@zurich.com.my)

**13. Any other similar types of plan available?**

Please refer to our website at [www.zurich.com.my](http://www.zurich.com.my)

**IMPORTANT NOTE:**  
**YOU MUST ENSURE THAT YOUR CAR IS COVERED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THE AMOUNT YOU CAN CLAIM. IN THE EVENT OF AN ACCIDENT, YOU ARE ADVISED TO DEAL WITH OUR APPROVED REPAIRER. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO SUBMIT YOUR CLAIM TO US. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

Zurich General Takaful Malaysia Berhad is licensed under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

All contribution and fees shown in this document may be subject to tax or other government levies.

The information provided in this disclosure sheet is valid as at 01 March 2024 until next revision is issued.

Note: In the event of discrepancy, ambiguity and conflict in interpreting any term or condition, the English version shall prevail and supersede the Bahasa Malaysia version

**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](http://www.zurich.com.my)

