

MOTOR CYCLE CERTIFICATE WORDING

This **TAKAFUL CERTIFICATE** is a contract between **TAKAFUL BRUNEI AM SDN BHD** and **YOU**

You have applied for this Takaful Certificate with a Proposal for Motor Takaful form and by signing a declaration therein. In return for the Takaful Contribution, **We** will cover **You** against loss, damage or legal liability arising during the **Period of Takaful**

TYPES OF COVER

Comprehensive Cover

If **Your** application in the Proposal for Motor Takaful form is for Comprehensive Cover, the whole of the contents of this Takaful Certificate is applicable to **You**

Third Party Cover

If Your application in the Proposal for Motor Takaful form is for **Third Party Cover** only, the applicable provisions of this Takaful Certificate are:-

- i) sections 2 and 4
- ii) meaning of words
- iii) general exclusions
- iv) general conditions
- v) endorsement (where specified)

Conditions Precedent to Our Liability under this Takaful Certificate

The due observance and fulfilment of the terms of this Takaful Certificate insofar as they relate to anything to be done or not be done by **You** and the truth of the statements and answers in the Proposal for Motor Takaful form shall be conditions precedent to any liability by **Us** to make any payment of benefit under this **Takaful Certificate**

Time of Payment of Takaful Contribution

- (i) The **Takaful Contribution** must be paid to **Us** or to **Our** authorised agent(s) at the time of issue of the Cover Note, **Takaful Certificate** and the **Schedule**, the Certificate of Takaful, extension(s), renewal, **Endorsement(s)** (as the case may be) UNLESS **You** are given a specific grace period by **Us**
- (ii) If **You** are given a grace period for payment of the **Takaful Contribution** and the **Takaful Contribution** is not paid to **Us** within that grace period the **Takaful Certificate** if it has come into effect will be automatically cancelled and **We** are entitled to claim pro-rata **Takaful Contribution** from **You** for the **period of Takaful We** were on risk

MEANING OF WORDS

Certain words in this **Takaful Certificate** or the Schedule issued therewith have particular meanings, shown below. Each time We use one of these words, it will have the same meanings:-

Certificate of Takaful	The certificate issued by Takaful Brunei Am Sdn Bhd in accordance with the provisions of the Motor Vehicles Insurance (Third Party Risks) Act ,Cap90, Laws of Brunei
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate and/ or the Schedule issued therewith which We have made or which You have asked for and We have agreed to. Your Schedule will show details of any endorsement(s)
Excesses/Excess	The amount that You must pay towards a claim and specified in Your Schedule
Mechanical Breakdown	Breakdown due to defects in materials or faulty workmanship and does not include damage due to negligence, damage caused by an accident or the gradual reduction in operating performance due to wear and tear
Period of Takaful	This is a period which You are covered for and is shown in Your Schedule , and may include any extension(s) thereof as may be granted by Takaful Brunei Am Sdn Bhd at its sole discretion
Takaful Brunei Am Sdn Bhd/We/Our/Us	Takaful Brunei Am Sdn Bhd , a company incorporated in Brunei Darussalam under the Companies Act, Cap 39, Laws of Brunei with its registered office at Dar Takaful IBB Utama, Levels 7 & 8, Jalan Pemancha, Bandar Seri Begawan BS8711, Brunei Darussalam
Takaful Certificate/ This Takaful Certificate	This Takaful Certificate which is evidence that You have Motor Cycle Takaful cover with Us and which must not have expired or been cancelled
Takaful Contribution	The sum(s) specified as Takaful Contribution in the Schedule
The Motor Cycle /Your Motor Cycle	The Motor Cycle the registration number and other particulars of which are set out in the Schedule
The Participant/ You/Your	The person or people named in Your Schedule and in the Motor Cycle registration card
The Schedule/Your Schedule	The Schedule shows Your personal details, details of Your cover, details of Your Motor Cycle cover under this Takaful Certificate , endorsements and Takaful Contribution .The Schedule is issued to You with Your Takaful Certificate
The Third Party/Third Party	A person or persons who make(s) a claim or claims against You under this Takaful Certificate

SECTION 1- LOSS OR DAMAGE TO YOUR MOTOR CYCLE

What You are covered for

We will cover You for loss or damage of/to **Your Motor Cycle**:-

- | | |
|-----------------------------|--|
| Accidental Collision | i) from accidental collision or accidental overturning |
| | ii) from collision or overturning caused by Mechanical Breakdown (as defined in this Takaful Certificate) |
| Fire | iii) due to fire or fire caused by external explosion or self-ignition or lightning |
| Theft | iv) due to theft of Your Motor Cycle or any standard and original accessories but expressly excluding personal property or belongings AND PROVIDED THAT in the case of theft of the whole of the Motor Cycle We must be satisfied:

a) that You have reported the theft of Your Motor Cycle to the police; and
b) that Your Motor Cycle cannot be recovered |
| Malicious Act | v) as a result of a malicious act |
| In Transit | vi) whilst in transit (including loading and unloading) by lift, elevator, road, rail, inland waterways but expressly excluding any sea route |

What You are not covered for

You are not covered for:-

- (i) anything stated or mentioned in the general exclusions of this **Takaful Certificate**
- (ii) anything an **endorsement** says is not covered
- (iii) wear, tear and depreciation
- (iv) loss of value of **Your Motor Cycle**
- (v) any loss of use
- (vi) mechanical, electrical, electronic, computer failures or breakdowns or breakages
- (vii) damage to tyre(s) from braking, punctures, cuts or bursts unless the tyre(s) is/are damaged in an accident covered by this **Takaful Certificate**
- (viii) loss or damage to accessories which are not standard and original accessories
- (ix) loss of or damage to radio, telephone(s) or two-way radio transmitter(s) or receiver(s)
- (x) loss of **Your Motor Cycle** and/or standard and original accessories due to and from any act of dishonesty

- (xi) loss or damage to **Your Motor Cycle** due to any unlawful act including from offences in contravention of the Customs Act, Cap 36, Laws of Brunei and the Road Traffic Act, Cap 68, Laws of Brunei and its subsidiary legislations
- (xii) loss or damage from **Your Motor Cycle** being left unlocked or where the keys or other device(s) are left in or about **Your Motor Cycle** or where the keys or other device(s) are left where they could easily be stolen or taken away
- (xiii) loss or damage arising from **Your Motor Cycle** being filled with wrong fuel
- (xiv) loss of **Your Motor Cycle** to anyone who has agreed to purchase it but who subsequently, failed to pay for it whether in full or in part
- (xv) any additional damage from **Your Motor Cycle** being moved after an accident or fire
- (xvi) any other consequential loss
- (xvii) any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as set out in the Penal Code, Cap 22, Laws of Brunei

TERMS FOR SECTION 1

Excesses/Excess

You must pay towards a claim the accidental damage **excess** or the territorial limit excess specified in the Schedule

Territorial Limit Excess

In the event of accident occurring outside Brunei Darussalam and **Your Motor Cycle** is being repaired in that country/ territory, an additional **excess** of B\$500.00 will apply for each and every claim

Fire or Theft

In the event of claim caused by fire, theft or attempted theft or taking away without lawful authority leading to total loss or **Your Motor Cycle** could not be found, an additional excess of B\$100.00 will apply

Option for Repair

We have the option to settle **Your** claim by repairing **Your Motor Cycle** or paying in cash the amount of the loss or damage

Option for Replacement of Parts

We have the option to replace **Your Motor Cycle** or any part(s) thereof or any or all (as the case may be) of the standard and original accessories or spare parts

Maximum amount liable for repair/replacement

In exercising **Our** option(s) for repair and replacement **Our** liability thereunder shall not exceed the market value of **Your Motor Cycle** at the time of damage, loss or the amount stated as **Your** estimated value (sum covered) in the **Schedule**, whichever is lower

Towing Charges

Where **Your Motor Cycle** is damaged under circumstances agreed under this Section 1, **We** will pay **You** any towing charges of up to a maximum amount of B\$50.00 to the nearest workshop or at **Our** option, to **Your** address as shown in the **Schedule**

Hire Purchase or Ijarah (Leasing) Agreements

If **Your Motor Cycle** is the subject of a hire purchase or an Ijarah (leasing) agreement and **We** decide to pay in cash the amount of the loss or damage, payment will be made to the owner of the **Motor Cycle**

Payment for Theft of whole of the Motor Cycle

Payment for theft of the whole of **Your Motor Cycle** shall only be made after one hundred and eighty (180) days have elapsed

Other Takaful Certificate/Insurance Policy

If there is any other takaful certificate or insurance policy covering the same loss or damages as this Section 1 **We** will pay only **Our** share of any claim

SECTION 2 - LEGAL LIABILITY FOR PERSONAL INJURY AND DAMAGE TO THIRD PARTY PROPERTY

What You are covered for

We will indemnify:-

Your legal liability

- i) **You** for the amount which **You** are legally liable to pay (including any legal costs and expenses) from death or bodily injury to any **Third Party** resulting from an accident caused by or arising from the use of **Your Motor Cycle**
- ii) **You** for damage to property of the **Third Party** caused by or in connection with an accident involving **Your Motor Cycle** to the limit of B\$100,000.00
- iii) in the same way as **You**, any person authorised by **You** to drive **Your Motor Cycle**

PROVIDED THAT such authorised driver:-

Legal liability of Your Authorised Driver

- (a) shall as though **Your** Authorised Driver were **the Participant**, observe fulfill and be subject to the terms and conditions of this **Takaful Certificate** (insofar as they apply)
- (b) is not entitled to indemnity under any other **takaful certificate/insurance policy**
- (c) is permitted under the relevant provisions of the Road Traffic Act, Cap68, Laws of Brunei to drive **Your Motor Cycle**

Cover for Legal Representative(s)

- iv) following the death of any person covered by this **Takaful Certificate**, the legal personal representative(s) of that person for any legal liability covered by this Section 2 PROVIDED THAT such legal personal representative(s) shall observe fulfill and be subject to the terms and conditions of this **Takaful Certificate** (insofar as they apply)

What You are not covered for

You are not covered for:-

- (i) anything in the general exclusions of this **Takaful Certificate**
- (ii) anything an **endorsement** says is not covered
- (iii) liability to any passenger being carried for hire or reward
- (iv) liability incurred by any person covered under any other **takaful certificate/insurance policy**
- (v) liability to any person arising out of and in the course of employment
- (vi) liability to any person who being a member of **Your** and/or **Your** authorised driver's household who is a passenger or passengers in **Your Motor Cycle**
- (vii) loss of or damage to property belonging to or held in trust or in the custody, care or control of **You, Your** authorised driver or any member of **Your** or **Your** authorised driver's household
- (viii) any contractual liability
- (ix) fines, penalties, punitive or exemplary damages
- (x) compensation for damages in respect of judgements not in the first instance delivered or obtained from Court of competent jurisdiction within Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan
- (xi) costs and expenses of litigation recovered by any claimant from **You** or **Your** authorised driver which are not incurred in and recoverable in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan

SECTION 3 - NO CLAIM BONUS

Your Bonus

Provided no claim has been made during any period of takaful **Your** No Claim Bonus will be increased in accordance with Our No Claim Bonus Scale applicable at the time **You** renew **Your Takaful Certificate**

Effect of making a Claim

If You make one or more claim during the **Period of Takaful**, Your No Claim Bonus will be reduced when **You** renew **Your Takaful Certificate**

SECTION 4- TERRITORIAL LIMITS AND USING YOUR MOTOR CYCLE ABROAD

Territorial Limits

This **Takaful Certificate** covers accidents caused by or arising out of the use of **Your Motor Cycle** in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan

Use of the Motor Cycle outside the Territorial Limits

There will be additional Contribution in the event **You** wish to bring **Your Motor Cycle** for use outside the territories named above and PROVIDED THAT **We** agree to extend **Your** territorial limits

GENERAL CONDITIONS

We will only provide the cover described in this **Takaful Certificate** if the following conditions are kept/met. Otherwise **You** may lose the benefit of **Your Takaful Certificate** or **We** may refuse to deal with **Your** claim

Changes in circumstances

You must inform **Us** in writing as soon as possible of any changes which may affect this **Takaful Certificate**. No change to **Your Takaful Certificate** will be valid until **We** confirm to **You** in writing

Maintenance of Your Motor Cycle

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

Police Report

In the case of theft or other criminal act(s) which may give rise to a claim under this **Takaful Certificate**, **You** shall give immediate notice to the police

Notification and Claim Procedure

You or **Your** legal representative must do the following when making a claim:

- i) inform **Us** as soon as possible, in any event not more than seven (7) working days from the date of the accident by telephone and in writing of any accident, injury, loss or damage giving full details
- ii) send **Us** any writ or summons and every relevant letter, claim or other document as soon as **You** receive it
- iii) inform **Us** in writing as soon as **You** know of any future prosecution, inquest or fatal inquiry connected with any accident for which there may be a liability under this **Takaful Certificate**
- iv) give **Us** all the information, help and assistance **We** need.

You or **Your** legal representative must not:-

- (a) admit or deny any claim made against **You**
- (b) negotiate, pay or settle a claim without **Our** written permission

We have the right to:

- (a) take over and conduct in **Your** name the defence or settlement of any claim; and
- (b) try to get recoveries and compensation from anyone else at any time in **Your** name or in the name of anyone else claiming under this **Takaful Certificate**

Right of Subrogation

You shall, at **Our** expense and costs, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any right and remedies, or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated, upon **Our** payment for or making good any loss or damage under this **Takaful Certificate**, whether such acts and things shall be or become necessary or required before or after **Your** indemnification by **Us**

Right of Recovery

If **We** pay a claim which is not covered by this **Takaful Certificate** because the law says **We** must, **We** can recover the costs from **You** or any other person who was liable

- We** will not cover **You** for:-
- i) the cost of any legal expenses where **You** pursue or defend a case without **Our** agreement or against advice by the advocate and solicitor appointed by **Us**
 - ii) any claim where **You** are responsible for delay which **We** consider is prejudicial to the case
 - iii) any claim for which **You** have cover under another **takaful certificate** / insurance policy
 - iv) any claims relating to racing, rallies or competitions, the use by **You** of the **Motor Cycle** for hire or reward or in connection with the Motor Trade
 - v) anything in the general exclusions of this **Takaful Certificate**

Cancellation of Takaful Certificate

This **Takaful Certificate** may be cancelled:

- i) by **You** giving fourteen (14) days written notice to **Us** provided no claim has occurred in the current **Period of Takaful**. **We** shall retain in the General Takaful Fund the **Takaful Contribution** **You** have paid on a pro-rata basis in proportion to when this **Takaful Certificate** was in force. The balance of the **Takaful Contribution** will be refunded to **You** after deduction of the wakalah fee and service charge for the cancellation. Cancellation will take effect from the date the current **Takaful Certificate**, the **Schedule** and the **Certificate of Takaful** are received by **Us**
- ii) by **Us** giving fourteen (14) days written notice by registered post to **You** at **Your** last known address. If **You** are entitled to a refund this will be given to **You**

Rateable Proportion

If at any time any claim arises under this **Takaful Certificate** there is any other **takaful certificate** or insurance policy covering the same loss, damage or liability. **We** shall not be liable to pay or contribute more than **Our** rateable proportion of any loss, damage, compensation, costs or expenses PROVIDED THAT nothing in this condition shall impose on **Us** any liability from which but for this condition it would have been relieved under this **Takaful Certificate**

Authorised Workshops

In the event of the Motor Cycle being involved in an accident, giving rise to a claim under Section 1, the **Motor Cycle** must be sent to one of the workshops approved by **Us** ('the Approved Workshops') for repairs. It is agreed and understood that the Approved Workshops shall at all times be acting as principals and independent contractors and not as **Our** agents. **We** shall not be liable or responsible for any willful, fraudulent, dishonest or negligent acts or omissions of the Approved Workshop, its employees, agents or contractors

Provisions for where Accessories spare parts are not available in the territory where the Motor Cycle is kept for repair

Where accessories or spare parts are not available in the territory where the **Motor Cycle** is kept for repair, **Our** liability in respect of such accessories or spare parts are limited to:-

- i) the price quoted in the latest catalogue or price list prepared by the **Motor Cycle** manufacturers or the manufacturers' agent(s) in the territory **Motor Cycle** is held for repair; or
- ii) where such catalogue or price list is not available because the **Motor Cycle** is no longer under production the price last obtained from the manufacturers' works plus reasonable costs of transportation

Average Clause

If the market value of the **Motor Cycle** at the material time of the accident be of greater value than the estimated value (sum covered) specified in the **Schedule**, then **Our** maximum liability under this **Takaful Certificate** shall be determined by applying the following mathematical formula:

$$\frac{\text{Sum Covered}}{\text{Market Value}} \times \text{Cost of Repairs} = \text{Cost borne by Us minus Excess}$$

and **You** shall bear the difference between the Cost of Repairs and the amount to be borne by **Us**

Constructive Total Loss

In the event **Your Motor Cycle** (covered under Section 1 of this **Takaful Certificate**) is damaged to the extent that the cost of repairs would exceed 50% of the estimated value (sum covered) specified in the **Schedule** or 50% of the prevailing market value of **Your Motor Cycle**, whichever is lower, **We** may at **Our** sole discretion and option pay **You** the prevailing market value of **Your Motor Cycle** at the time of damage (but which sum not exceed the estimated value (sum covered) specified in the **Schedule**) as full and complete settlement of **Your** claim SUBJECT TO deduction of applicable excess(es). In such an event, the salvage shall become **Our** property

Indemnity in the event of a Total Loss

In the event of a total loss, whether actual or constructive to **Your Motor Cycle**, **Our** liability shall be **Your** estimated value as specified in the **Schedule** (sum covered) or the market value of **Your Motor Cycle** whichever is lower SUBJECT TO deduction of applicable excess(es). In such an event, the salvage shall become **Our** property

Market Value Clause

In the event of a total loss whether actual or constructive to **Your Motor Cycle**, **Our** liability shall be **Your** estimate of the present value of **Your Motor Cycle** (inclusive of standard and original accessories and spare-parts) or the market value of **Your Motor Cycle**, whichever is lower. In the event of a dispute, the market value of **Your Motor Cycle** shall be determined by **Us** and the method adopted to determine the market value shall be at **Our** sole and absolute discretion and option as follows:-

- i) the valuation obtained by **Us** from the franchise holder, importer or distributor of the **Motor Cycle**; or
- ii) the valuation obtained by **Us** from another reputable new **Motor Cycle** dealer, second hand **Motor Cycle** dealer or such other person as **We** may appoint; or
- iii) the average of the valuations obtained from (i) and (ii) above

The valuation determined by **Us** by adopting any one of the methods (i) to (iii) above shall be binding on **You** and shall be conclusive evidence in respect of the market value of **Your Motor Cycle** in any legal proceedings against **Us**

Additional Accessories Clause

This **Takaful Certificate** does not cover **You** for loss or damage to any accessories fitted to **Your Motor Cycle** except standard and original accessories (which are covered)

Authorised Driver

The person expressly authorised by **You** to drive the **Motor Cycle** or a named driver in the **Schedule** is an authorised driver SUBJECT TO AND PROVIDED THAT the person driving the **Motor Cycle**

- i) is permitted in accordance with the licensing or other laws regulations to drive the **Motor Cycle**
- ii) is not holding a provisional driving licence
- iii) has not been disqualified from driving by order of a Court of Law or by any laws regulations

Sale, Transfer or Assignment of Your Motor Cycle

No liability shall attach against **Us** under this **Takaful Certificate** and this **Takaful Certificate** shall be deemed to have been automatically cancelled (without any requirement to give notice) in the event that **You**, (whether or not subject to a Hire Purchase /Ijarah Lease Agreement), should sell or purport to sell, assign or transfer possession or ownership of the **Motor Cycle** or assign **Your** rights or benefits, or claims under a Hire Purchase/Ijarah Lease Agreement, whether with or without written notification to, or consent by, the owner, PROVIDED HOWEVER THAT if **You** shall have notified **Us** of any such transaction in writing within two (2) days of such transaction, **We** may at **Our** absolute discretion, reinstate this **Takaful Certificate** upon payment of additional **Takaful Contribution**, if required and upon such other terms and conditions as **We** may at **Our** discretion impose. It is agreed that **You** shall not assign or transfer **Your** rights benefits and claims under this **Takaful Certificate** without **Our** prior consent in writing. Should **We** consented to an assignment or transfer of **Your** rights and interest in this **Takaful Certificate**, the period during which the interest was in, **You** shall not accrue to the benefit of the assignee/transferee

Fraudulent Claim

If any claim made under this **Takaful Certificate** is in anyway fraudulent or if any false declaration is made or used to support a claim or if any fraudulent means or devices is used by **You** or by anyone on **Your** behalf to obtain any benefit(s) under this **Takaful Certificate** or if the loss or damage be occasioned by **Your** wilful act or connivance all benefits under this **Takaful Certificate** shall be forfeited and withdrawn and **We** shall be under no liability or obligation to make any payment under this **Takaful Certificate**

Takaful Principles and Distribution of Underwriting Surplus

TABARRU'

The Participant hereby entrusts to Takaful Brunei Am Sdn Bhd, of which 65% of the **Takaful contribution** will be donated as Tabarru' into the General Takaful Fund to help other eligible Participants under the takaful contract.

WAKALAH

The Participant hereby appoints **Takaful Brunei Am Sdn Bhd** as Wakeel (agent) to administer, manage, invest and distribute the General Takaful Fund to other Participants in times of misfortune subject always to the terms and conditions stated in the **Takaful Certificate** and **Schedule**. To this end, **the Participant** agrees to give apportionments 35% of the **Takaful contribution** to **Takaful Brunei Am Sdn Bhd** as a Wakalah Fee for the aforementioned services.

DISTRIBUTION OF UNDERWRITING SURPLUS

The Participant hereby understands and agrees that the underwriting surplus arising from the said Fund, if any, shall be managed by **Takaful Brunei Am Sdn Bhd** in a manner deemed fit by **Takaful Brunei Am Sdn Bhd** and accordance to Shariah principles which shall give benefits to **the Participant** and the said Takaful Fund.

The Participant also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus will only be distributed to **the Participant** as hibah upon renewal of this **Takaful Certificate** PROVIDED THAT **the Participant** has not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force. If there is no renewal on this **Takaful Certificate**, the Participant further agrees that there is no underwriting surplus shall be distributed to **the Participant** and it shall be made as Tabarru' in the General Takaful Fund for the benefits of the takaful participants and the General Takaful Fund itself.

Limitations as to Use

Your Motor Cycle shall be used only for social, domestic and pleasure purposes and for **Your** own business

This **Takaful Certificate** does not cover use for hire or reward, racing, pace making, reliability trial, speed-testing or the Carriage of goods (other than samples) in connection with any trade or business or use for any purpose in connection with the Motor Trade

Costs of defending charges Under the Road Traffic Act Cap 68

We may, at **Our** absolute discretion pay for the costs of up to the maximum of B\$2,000.00, for defending any charge (s) preferred against **You** under the Road Traffic Act, Cap 68, Laws of Brunei

Applicable Laws and Jurisdiction

- i) In the case of accident(s), damage and/or loss occurring within Brunei Darussalam, the applicable law shall be the Motor Vehicle Insurance (Third Party Risks) Act, Cap 90, Laws of Brunei and the Road Traffic Act, Cap 68, Laws of Brunei and the parties agree that the courts of Brunei Darussalam shall have exclusive jurisdiction
- ii) In the case of accident, damage and/or loss occurring in Sabah, Sarawak and Wilayah Persekutuan Labuan, the applicable law shall be the Road Transport Act, 1987 (Malaysia) and the parties agree that the courts of Sabah, Sarawak and Wilayah Persekutuan Labuan shall have exclusive jurisdiction respectively

GENERAL EXCLUSIONS

Your Takaful Certificate does not cover any of the following:

1. A claim involving the **Motor Cycle** covered by this **Takaful Certificate** while it is being:-
 - i) driven by a person who is under the influence of alcoholic drink or drugs
 - ii) driven by a person who is using it for any unlawful act (s) or purposes or other activities deemed or are prohibited (expressly or otherwise) by Shariah
 - iii) driven by a person who is not allowed to drive by this **Takaful Certificate**
 - iv) driven by a person who is not an Authorised Driver
 - v) driven by a person who does not hold a valid licence to drive **Your Motor Cycle** unless that person has held and is not disqualified from holding or obtaining such a licence

- vi) driven by a person who has been disqualified by order of a Court of Law or by reason of any enactment or regulation from driving the **Motor Cycle**
 - vii) driven by a person suffering from ailment, disease, medical condition, medical deficiency, physical and mental exhaustion that may affect his consciousness while driving the **Motor Cycle**
 - viii) used for purpose not allowed by this **Takaful Certificate**
 - ix) used otherwise than in accordance with the Limitations as To Use unless prior written consent is obtained from **Us**
 - x) used outside the permitted Territorial Limits
2. Any liability **You** have accepted by an agreement where normally the liability would not have existed without it
 3. Any claim arising as a result of strike, riot or civil commotion
 4. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military force or coup
 5. **You** are not covered for:
 - (i) death or bodily injury to any person being carried in or upon or entering in or alighting from **Your Motor Cycle**
 - (ii) death or bodily injury; if directly or indirectly used by, contributed to by, or arising from:-
 - a) ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion
 - b) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component of it
 - (iii) loss damage caused by or arising from Your **Motor Cycle** being parked near to or within the vicinity of the entrance to a runway or landing path of an aircraft
 6. Loss or damage caused directly by flood, typhoon, hurricane, volcanic eruption, earthquake or pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
 7. Loss or damage caused directly by pollution or contamination
 8. Loss or damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. For the purpose hereof, "Terrorism" is defined as an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear

ENDORSEMENTS

The following terms conditions special perils will apply in addition to the terms conditions exclusions of the **Takaful Certificate**, when endorsed and specified in the **Schedule** thereto the **Takaful Certificate**.

M2-Excesses/Excess

You are liable to pay the **excesses /excess** endorsed and specified in the **Schedule** to the **Takaful Certificate** in respect of each and every claim.

M3P-Third Party Cover Only

Cover is limited to Third Party Cover Only (Section 2 of the **Takaful Certificate**-Legal Liability for Personal Cover Only Injury and Damage to Third Party Property).

M15-Hire Purchase or Ijarah (Leasing) Agreements

It is agreed that any payment **We** are liable under Section 1 of the **Takaful Certificate** for loss or damage to **Your Motor Cycle** (which loss or damage is not made good by repair, reinstatement or replacement) will be paid to the owner of **Your Motor Cycle** specified in the **Schedule** to the **Takaful Certificate** ('the Owner') (**Your Motor Cycle** being under Hire Purchase or Ijarah (Leasing Agreement) and so long as the Owner is the owner of **Your Motor Cycle**. It is further agreed that receipt for the payment issued by the Owner shall be deemed as full and final discharge of Our liability to **You** under Section 1.

M15A-Employer's Financing Facility

You have instructed **Us** and **You** have agreed that until **We** have received written notice from **You** to instruct otherwise, any payment **We** are liable to pay to **You** under the **Takaful Certificate** for loss or damage to **Your Motor Cycle** will be paid to **Your** employer named in the **Schedule**. It is further agreed that receipt for the payment issued by **Your** employer shall be deemed as full and final discharge of **Our** liability to **You** for the said loss and damage.