





Takaful Brunei Am Sdn Bhd
Unit 9 & 10 Spg. 493
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 www.takafulbrunei.com.bn

MOTOR CAR PRIVATE 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, 5 and 6
- 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 fulfillment 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 meaning.

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, Cap 90, Laws of Brunei.
Endorsement	All alterations or amendments to the wording or cover of Your Takaful Certificate and for 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 1, 2, 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 Car 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 Car /Your Motor Car	The Motor Car 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 Car registration card.
The Schedule/Your Schedule	The Schedule shows Your personal details, details of Your cover, details of Your Motor Car 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 CAR

What You are covered for

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

- | | | |
|----------------------|-------|---|
| 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 Car 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 Car We must be satisfied:

a) that You have reported the theft of Your Motor Car to the police; and
b) that Your Motor Car 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:

- (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 Car;
- (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), television equipment(s) or two-way Radio transmitter(s) or receiver(s);
- (x) loss of Your Motor Car and/or standard and original accessories due to and from any act of dishonesty;

- (xi) loss or damage to Your Motor Car 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 Car being left unlocked or where the keys or other device(s) are left in or about Your Motor Car 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 Car being filled with wrong fuel;
- (xiv) loss of Your Motor Car 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 Car 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 Car is being repaired in that country/territory, an additional excess of B\$1,000.00 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 Car could not be found, an additional excess of B\$200.00 will apply.

Option for Repair

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

Option for Replacement

We have the option to replace Your Motor Car or any parts(s) therefore 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 Car 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 Car is damaged under circumstances agreed under this Section 1, We will pay You any towing charges of up to a maximum amount of B\$200.00 to the nearest car workshop or at our option, to Your address as shown in the Schedule.

Hire Purchase of Ijarah (Leasing) Agreements

If Your Motor Car is the subject of a hire purchase or a 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 Car.

Payment for Theft of whole of the Motor Car

Payment for theft of the whole of Your Motor Car shall only be made after 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 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 Car; |
| | ii) You for damage to property of the Third Party caused by or in connection with an involving Your Motor Car to the limit of B\$1,000,000.00; |
| | iii) in the same way as You, any person authorised by You to drive Your Motor Car PROVIDED THAT such authorised driver: - |
| Legal liability of Your Authorised Driver | a) shall as though Your Authorized Driver were the Participant, observe fulfill and 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, Cap 68, Laws of Brunei to drive Your Motor Car. |
| 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 Car;
- 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 judgments not in the first instance delivered or obtained from a 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 - BREAKAGE OF GLASS (WINDSCREEN AND WINDOW) Cover

Cover under this section

Breakage of Glass
Windscreen

If Your Takaful Certificate is extended to include breakage of glass in and Window. We will pay for the cost of repairing or replacing the broken glass of up to the amount specified in Your Schedule.

This section does not cover

No Cover for Sun-roof

This section does not cover loss and/or damage to the Sun-roof of Your Motor Car.

SECTION 4 - PERSONAL ACCIDENT TAKAFUL

Cover under this section

Death/Bodily Injury

If You are accidentally injured and the accident occurs in direct connection with the use of Your Motor Car as covered under this Takaful Certificate, We will pay compensation to You or Your legal representative the amount of B\$10,000.00 for injury which directly results in:

- i) death; or
- ii) permanent loss of all sight in one or both eyes; or
- iii) loss of any limb.

This section does not cover

- i) anyone who is under the age of 18 years or over 65 years of age as at the date of the accident;
- ii) any intentional self-injury; suicide or attempted suicide;
- iii) further loss of or injury to eye(s) or any limb with pre-existing condition/injury to the injury covered by this Takaful Certificate;
- iv) death or bodily injury whilst under the influence of alcohol or drugs;
- v) death or bodily injury arising from any activities prohibited expressly or otherwise by Shariah.

TERMS FOR SECTION 4

Eligible age limit

We are only liable under this Section 4 to a claim made by a person between the age of 18 to 65 years old as at the date of the accident and who had applied for Comprehensive cover with us.

Cover restricted to individual

This Section 4 is not applicable unless the Takaful Certificate is issued in the name of an individual.

SECTION 5 - 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.

No reduction of No Claim Bonus if claim made under section 3

You will not lose Your entitlement to the No Claim Bonus if You make a claim under Section 3-breakage of glass in windscreen and window.

SECTION 6 - TERRITORIAL LIMITS AND USING YOUR MOTOR CAR ABROAD

Territorial Limits	This Takaful Certificate covers accidents caused by or arising out of the use of Your Motor Car in Brunei Darussalam or Sabah or Sarawak or Wilayah Persekutuan Labuan.
Use of the Motor Car outside the Territorial Limits	There will be additional Contribution in the event you wish to bring Your Motor Car 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 Car

You must take all reasonable steps to protect Your Motor Car 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 Car.

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 within 24 hours of the accident or by the next working day (excluding Saturday, Sunday and Public Holiday);
- 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.

Motor Claim Guideline (MCG)

1. Pursuant to Section 33 of the Road Traffic Act (Amendment) Order, 2017, which is deemed to have commenced on 14th August 2017, You must stop Your vehicle in the event of an accident and take the following steps as applicable:
 - (i) As the driver, provide Your particulars if You have been requested to provide Your particulars;
 - (ii) As the driver, take reasonable steps to inform the owner (if any) of the damaged vehicle or structure, or injured animal, of the damage or injury caused to the vehicle, structure or animal;
 - (iii) Report the accident to the police within 24 hours after the accident if the following has not occurred:
 - a. The other driver has provided his/her particulars to You when requested;
 - b. The owner referred to in Item 1(ii) has contacted You;
 - c. You were prevented from making a report by a cause that is sufficient in the circumstances.
 2. The particulars referred to in Item 1(i) includes:
 - (i) The name and address of the driver of the motor vehicle;
 - (ii) The name and address of the owner of the motor vehicle;
 - (iii) The identification marks of the motor vehicle.
 3. Regardless of whether or not You are going to make a claim under this Certificate, if Your vehicle is involved in an accident or is otherwise damaged or lost, You must:
 - (i) Take reasonable steps to limit and prevent further loss, damage or injury; and
 - (ii) Send Your vehicle for inspection (whether damaged or not) to the Claims Department and report Your accident within 24 hours of the accident or by the next working day (excluding Saturday, Sunday and Public Holidays).
- *Note: All incidents must be reported within the prescribed timeline after the accident or even if there is no visible damage, unless proper justification is given and approved under Our discretion.*
4. Where You fail to report Your accident within the required timeframe:
 - (i) We may repudiate liability and deny indemnity under this Certificate;
 - (ii) We may cancel or decline renewal of Your Certificate; and
 - (iii) Your No Claim Bonus will be affected.
 5. The liability of all the parties involved in the accident will be subject to the apportionment of liability as per the appropriate scenario depicted in the Brunei Insurance Takaful Association (BITA) Liability Assessment Directives (LAD) Chart. Where the scenario of the accident is not listed, the parties involved in the accident shall seek assistance from the Brunei Insurance Takaful Association (BITA) Motor Sub-Committee appointed Panel of Adjudicators (POA) to guide on the appointment of liability for each party involved in the accident. All rulings and apportionment of liability by the POA will be considered precedent and binding.

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

In the event that We pay a claim which is not covered by this Takaful Certificate but by reason and/or the requirement of the relevant and applicable laws, We have the absolute right to recovery all sums paid (including costs) by Us 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 Car 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 of B\$10.00 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

We will not cover you for any loss, damage or liability covered under this Takaful Certificate in the event that the same loss damage or liability is also covered by any other takaful certificate or insurance policy. Except that if we shall not be entitled to deny or exclude coverage under this condition then we shall only be liable to pay or contribute our rateable proportion of any claim, loss, damage compensation, costs or expenses provided also that nothing in this condition shall impose on Us any liability which but for this condition it would have been denied or excluded under this Takaful Certificate.

Authorised Workshops

In the event of the Motor Car being involved in an accident, giving rise to a claim under Section 1, the Motor Car 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 Car is kept for repair.

Where accessories or spare parts are not available in the territory where the Motor Car 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 manufacturers or the manufacturers' agent(s) in the territory Motor Car is held for repair; or
- ii) where such catalogue or price list is not available because the Motor Car 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 Car 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:

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

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 Car (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 Scheduler or 50% of the prevailing market value of Your Motor Car, whichever is lower, We may at Our sole discretion and option pay You the prevailing market value of Your Motor Car 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 Car, Our liability shall be Your Total estimated value as specified in the Schedule (sum covered) or the market value of Your Motor Car 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 Car, Our liability shall be Your estimate of the present value of Your Motor Car (inclusive of standard and original accessories and spare-parts) or the market value of Your Motor Car, whichever is lower.

In the event of a dispute, the market value of Your Motor Car 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 Car; or
- ii) the valuation obtained by Us from another reputable new motor dealer, second hand motor 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 (ii) above shall be binding on You and shall be conclusive evidence in respect of the market value of Your Motor Car 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 Car except standard and original accessories (which are covered).

Authorised Driver

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

- i) is permitted in accordance with the licensing or other laws regulations to drive the Motor Car,
- ii) is not holding 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 Car

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 Car 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'

You hereby entrust to Takaful Brunei Am Sdn Bhd, of which 65% of the Takaful donated as Tabarru' in to the General Takaful Fund to help other eligible Participants under the takaful contract.

WAKALAH

You hereby appoint 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, You agree to give apportions 35% of the Takaful contribution to Takaful Brunei Am Sdn Bhd as a Wakalah Fee for the aforementioned services. You hereby also agree to give a fee from the surplus of the Takaful fund (if any) to Takaful Brunei Am Sdn Bhd at a percentage as approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd.

DISTRIBUTION OF UNDERWRITING SURPLUS

You hereby understand and agree 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 in accordance with Shariah principles which shall give benefits to You and the said Takaful Fund. You also understand that as agreed and approved by the Shariah Advisory Body of Takaful Brunei Am Sdn Bhd, the underwriting surplus, if any, will only be distributed to You as hibah upon renewal of this Takaful Certificate PROVIDED THAT You have not incurred any claim and received any benefit under this Takaful Certificate whilst it is in force subject to the discretion of Takaful Brunei Am Sdn Bhd and the integrity of the Takaful Fund itself. If this Takaful Certificate is not renewed, You further agree that there shall be no underwriting surplus entitled to You and it shall be donated as Tabarru' in the General Takaful Fund for the benefit of the takaful participants and the Takaful Fund itself.

Limitations as to Use

Your Motor Car 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 Car covered by this Takaful Certificate while it is being: -
 - i) driven by a person who has consumed and/or is under the influence of alcoholic drink and/or drugs, whether or not below any prescribed legal limits;
 - 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 Driving licence to drive Your Motor Car 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 Car;

- 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 Car;
 - viii) used for purpose not allowed by this Takaful Certificate;
 - ix) covered under another takaful certificate / insurance policy;
 - x) used otherwise than in accordance with the Limitations as To Use unless prior written consent is obtained from Us;
 - xi) 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 for which You have cover under another takaful certificate / insurance policy;
 4. Any claim arising as a result of strike, riot or civil commotion;
 5. 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;
 6. 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 Car;
 - (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 Car being parked near to or within the vicinity of the entrance to a runway or landing path of an aircraft;
 7. Loss of 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;
 8. Loss or damage caused directly by pollution or contamination;
 9. 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.

M2A-Young and Inexperience Driver Excess Clause

In the event of any claim arising under Section 1 and Section 2 whereby, You or Your authorised driver are aged 30 years or below or has not held a driver's license for at least the past 2 conservative years at the time of the incident, an additional excess of B\$200.00 shall apply.

MEBB100-100% Excess Buy Back

In consideration of additional Takaful Contribution received from You, We will waive any excess incurred where the costs of repairs exceed the applicable excess specified in the Schedule in the event of a claim being made under this Certificate. Should We consent to the transfer of interests in this Certificate, this Endorsement shall be deemed cancelled and have no effect unless the transferee applies for this Excess Buy Back Cover and satisfies the requirements for the granting of this Cover.

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).

MA-Exclusion of Legal Liability to Passengers

The cover provided under Section 2 of this Takaful Certificate shall not apply to death or bodily injury to any person being carried in or upon or entering or getting onto or alighting from Your Motor Car (other than a passenger required to be carried in or on Your Motor Car by reason of that person's contract of employment with You and / or Your Authorised driver).

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 Car (which loss or damage is not made good by repair, reinstatement or replacement) will be paid to the owner of Your Motor Car specified in the Schedule to the Takaful Certificate ('the Owner') (Your Motor Car being under Hire Purchase or Ijarah (leasing Agreement) and so long as the Owner is the owner of Your Motor Car. 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 Car 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 or Our liability to You for the said loss and damage.

M25- Strike Riot And Civil Commotion

It is agreed that by this endorsement the words "strike riot and civil commotion" (see under GENERALEXCLUSIONS of the Takaful Certificate) shall not apply to any accident loss damage or liability directly caused by:

- i) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance;
- ii) the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

PROVIDED THAT the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as is necessary to meet the requirements of any Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- i) war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war;
- ii) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim under this Endorsement You shall prove that the accident loss damage or liability arose independently of and was in no way connected to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof We shall not be liable to make any payment in respect of such a claim.

M57 –Flood and Special Perils

In consideration of additional Takaful Contribution received from You, We will cover You for Flood, Typhoon, Hurricane, Tempest, Volcanic Eruption and Earthquake.

Special Provision in respect of flood:

- a) This Takaful Certificate does not cover any loss or damage caused by Your attempt to restart Your vehicle after incurring flood damage as this may cause an electrical or mechanical fault;
- b) This Takaful Certificate does not cover any loss or damage resulting from Your attempt to navigate Your way through flood water causing Your vehicle to break down.

M72 - Legal Liability to Passenger

Our liability under Section 2 (i) in respect of legal liability to passenger(s) is limited to B\$500,000.00 in respect of any one claim or series of claim arising out of one event.

M89-Breakage of Glass (windscreen and window)

In consideration of additional Takaful Contribution received from You, We will cover You for the cost of (windscreen and window) replacing or repairing (as the case may be) breakage of glass in the windscreen or window of up to the amount specified in the Schedule.

The cover under this Endorsement will automatically terminate once the glass has been replaced or repaired. You may however renew the cover by payment of additional Takaful Contribution.

Any claim made under this Endorsement will not affect Your No Claim Bonus.



Claim Department

Level 2, Unit 9 & 10, Simpang 493,
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Takaful Brunei Am Call Centre



+673 224 4000

Branches & Counters

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Unit A1, Bangunan Desa Delima
Simpang 44, Kg Pancha Delima
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Department of Labour Counter

Ground Floor, Labour Department
Ministry of Home Affairs, Jalan Dewan
Majlis, Bandar Seri Begawan
BB3910
Tel: +673 238 1461

Mail Processing Centre Counter

Mail Processing Centre, Old
Airport,
Berakas, BB3510
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Tutong

Land Transport Department
Jalan Simpang Tiga Sengkarai
Kampung Sengkarai Tutong
TA2541

Kuala Belait

Ground Floor, Plaza Sutera Biru
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MOTOR CAR PRIVATE

CERTIFICATE WORDING ADDENDUM

CERTIFICATE NO.: TBA/MP/CW/Ver.

ADDENDUM NO 2/2021

It is hereby declared and agreed that Your Takaful Certificate is extended to include the following additional covers as endorsed and specified in the Schedule.

1. Key system Replacement

SECTION 1-LOSS OR DAMAGE TO YOUR MOTOR CAR

Theft (iv) due to theft of Your Motor Car or Key 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 Car We must be satisfied:

- a) that You have reported the theft of Your Motor Car to the police; and
- b) that Your Motor Car cannot be recovered

(v) We will cover You the cost of Key System Replacement in the event Your Car keys have been stolen of up to the amount specified in the Schedule.

On the Condition that there must be proof of forced entry into Your house and You must report the theft of Your keys to the Police.

The cover under this Endorsement will be automatically terminated once the Key System has been replaced. You may however renew the cover by payment of additional Takaful Contribution.

Any claim made under this Endorsement will not affect Your No Claim Bonus.

2. MEBB100-100% Excess Buy Back


In consideration of additional Takaful Contribution received from You, We will waive any excess incurred where the costs of repairs exceed the applicable excess specified in the Schedule in the event of a claim being made under this Certificate. Should We consent to the transfer of interests in this Certificate, this Endorsement shall be deemed cancelled and have no effect unless the transferee applies for this Excess Buy Back Cover and satisfies the requirements for the granting of this Cover.


3. No Claim Bonus (NCB) Protection Clause

In consideration of additional Takaful Contribution received from You, it is hereby understood and agreed that You will not lose Your current NCB at the renewal of Your Takaful Certificate even after a claim has been made to Us but provided that following the settlement of a claim the benefit under this extension shall terminate unless it is reinstated and a further additional Takaful Contribution is made.



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4. Accessories Coverage

In consideration of the additional Takaful Contribution received from You, We will cover the cost of the non-standard Accessories by replacing or repairing the damage of Your add-on accessory made to Your car such as stereo, navigation system and reverse camera up to the amount specified in the Schedule. You have to specify and list down Your additional accessories.

The cover under this Endorsement will automatically terminate once the non-standard Accessories has been replaced or repaired. You may however renew the cover by payment of additional Takaful Contribution.

Any claim made under this Endorsement will not affect Your No Claim Bonus.

5. Personal Accident for Passenger

SECTION 4 - PERSONAL ACCIDENT TAKAFUL

Cover under this section to add 4.1

Death/Bodily Injury - If your Passenger(s) are accidentally injured and the accident occurs in direct connection with the use of Your Motor Car as covered under this Takaful Certificate, We will pay compensation to Your Passenger(s) or Your legal representative the amount of B\$10,000.00 per person for injury which directly results in:

- i) death; or
- ii) permanent loss of all sight in one or both eyes; or
- iii) loss of any limb

Eligible age limit - any age (no limit to age)

Limit of Liability - **B\$50,000.00** Any One Accident, In the Aggregate.


6. Fallen Object

In consideration of the additional Takaful Contribution received from You, We will indemnify You if Your Car is damaged arising from the impact damage caused by falling objects provided no convulsions of nature is involved.

Any claim made under this Endorsement will not affect Your No Claim Bonus.



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8. Legal Liability of Passengers for Negligent Acts

In consideration of the additional Takaful Contribution received from You, We will pay the amount that any Passenger is legally liable to pay under Section 2 (i) of this Takaful Certificate provided that the Passenger: -

- a. is not driving Your Motor Car or in charge of Your Motor Car for the purpose of driving;
- b. is not entitled to indemnity under any other takaful certificate / insurance policy; and
- c. shall act as though he/she were You, observe and fulfill all the terms of this Takaful Certificate in so far as they apply.

Limit of Liability: B\$300,000.00 Any One Accident, In the Aggregate.

EXCEPTIONS

We will not pay for:

- 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.

This Addendum does not alter, amend or modify Your Takaful Certificate other than as set forth in this Addendum, and it is subject otherwise to all the terms and conditions of Your Takaful Certificate together with all amendments and supplements thereto.