



INSURANS ISLAM TAIB GENERAL TAKAFUL

CERTIFICATE FOR MOTOR VEHICLE TAKAFUL SCHEME (PRIVATE CARS)

1. Every accident / incident shall be reported to Insurans Islam TAIB General Takaful Sendirian Berhad within fourteen (14) calendar days from the date of accident / incident whether or not it involved bodily injury / damage of private property / other person.
2. Where the Participant fails to make a report within the period specified above, then Insurans Islam TAIB General Takaful Sendirian Berhad shall have the right to repudiate any liability proposed whether from the Participant or the third party.

MOTOR VEHICLE TAKAFUL CERTIFICATE (PRIVATE CAR)

WHEREAS the Certificate Owner (hereinafter referred to as “the Participant”) whose name is stated in the attached schedule (hereinafter referred to as “the Schedule”) by written Proposal and Declaration which shall form the basis of this contract and is deemed to be incorporated herein has applied to Insurans Islam TAIB General Takaful Sendirian Berhad to participate in the coverage of this TAKAFUL, and in consideration has paid to Insurans Islam TAIB General Takaful Sendirian Berhad the Takaful contribution in the amount stated in the schedule in accordance with the laws of Brunei Darussalam.

NOW THIS CERTIFICATE WITNESSETH that in respect of the events occurring during the Period of Takaful and subject to the terms, exceptions, provisions and conditions contained herein or endorsed hereon (hereinafter referred to as “the Terms of this Certificate”)

SECTION I – LOSS OR DAMAGE

1. Insurans Islam TAIB General Takaful Sendirian Berhad shall indemnify the Participant against loss or damage to the Motor Vehicle stated in the Schedule and its accessories and spare parts whilst thereon.
 - a) By reason of accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
 - b) By reason of fire, external explosion, self-ignition or lightning or burglary housebreaking or theft;
 - c) By malicious act;
 - d) Whilst in transit (including the processes of loading and unloading incidental to such transit) by:
 - i) Sea route, on land, lift or loading apparatus.
 - ii) Crossing the river between Kuala Belait and Sungai Teraban.
2. At its own option, Insurans Islam TAIB General Takaful Sendirian Berhad may pay in cash the amount of the loss or damage or may repair, reinstate or replace the said Motor Vehicle or any part thereof or its accessories or spare parts. The liability of Insurans Islam TAIB General Takaful Sendirian Berhad shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Participant’s estimate of value stated in the Schedule shall be the maximum amount payable by Insurans Islam TAIB General Takaful Sendirian Berhad in respect of any claim for loss or damage.
3. If the Motor Vehicle described in the Schedule cannot be used by reason of loss or damage covered under this Certificate, Insurans Islam TAIB General Takaful Sendirian Berhad shall, subject to the Limit of Liability, bear the reasonable cost of protection and delivery to the nearest place of repair and delivery within the country where the loss or damage occurred.
4. The Participant may authorise the repair of the said Motor Vehicle necessitated by the damage for which Insurans Islam TAIB General Takaful Sendirian Berhad may be liable under this Certificate provided that:
 - a) The estimated cost of such repairs does not exceed the Authorised Repair Limit.
 - b) A detailed estimate of the cost is forwarded to Insurans Islam TAIB General Takaful Sendirian Berhad without delay.

EXCEPTION TO SECTION I

Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable to pay for:

- I. Consequential loss, depreciation, wear and tear, ordinary use, mechanical, electrical or electronic breakdown, failures of the computers or appliances, failures or breakages.
- II. Loss or damage to tires unless the said Motor Vehicle is damaged or lost at the same time.
- III. Failure or incapability of any appliances or any computer schedule to identify or evaluate correctly or to process any dates correctly and genuinely or to function correctly after the said date.

SECTION II – LIABILITIES TO THIRD PARTIES

1. Insurans Islam TAIB General Takaful Sendirian Berhad shall, subject to the Limits of Liability, indemnify the Participant in the event of accident caused by or arising from the use of the Motor Vehicle against all sums including on behalf of the claimant and expenses which the Participant shall become legally liable to pay;
 - a) Death or bodily injury to any person except where such death or injury arises out of or in the course of employment of such person by the Participant and not including the liability to any person being a member of the Participant's household who is a passenger in the Motor Vehicle unless such person is being carried by reason of or pursuant to the contract of employment.
 - b) Damage to property other than the property belonging to the Participant or held in trust by or in the custody or control of the Participant or any member of the Participant's household.
2. Provided that and subject to the limitations of and for the purposes of this section, Insurans Islam TAIB General Takaful Sendirian Berhad shall indemnify any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver:
 - I. Shall, as though he was the Participant, observe, fulfill and be subject to the Terms of this Certificate insofar as they may apply;
 - II. Is not entitled to indemnity under any other takaful or insurance policy.
3. In the event of the death of any person entitled to the indemnity under this section, Insurans Islam TAIB General Takaful Sendirian Berhad shall in respect of the liability incurred by such person indemnify his personal representatives with the terms and subject to the limitations of such Section provided that such representatives shall, as though they were the Participant, observe, fulfill and be subject to the Terms of this Certificate insofar they may apply.
4. Insurans Islam TAIB General Takaful Sendirian Berhad shall pay all costs and expenses incurred with its written consent.
5. Insurans Islam TAIB General Takaful Sendirian Berhad may at its own option:
 - a) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this section.
 - b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.
6. Subject to the Limits of Liability, Insurans Islam TAIB General Takaful Sendirian Berhad may, at the request of the Participant, arrange and pay for legal services for defence of any charge of causing death by driving the Motor Vehicle other than murder charge which may be brought against the Participant or any other person who is driving under the Participant's order with his permission in respect of any death which may be subject to indemnity under this section.

EXCEPTION TO SECTION II

Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable to pay:

- I. Compensation for damages in respect of judgement, not in the first instance obtained from a Court of competence from a jurisdiction within Brunei Darussalam or Malaysia.
- II. Costs and expenses of litigation recovered by any claimant from the Participant which are not incurred or recoverable in Brunei Darussalam or Malaysia.

GENERAL EXCEPTIONS

Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable in respect of:

1. Any accident occurring or arising whilst the Motor Vehicle described in the Schedule driven by the Participant or by any person on the order of or with the permission of the Participant is unfit to drive by reason that he is under the influence of alcoholic liquor or drug to such an extent as to be incapable of controlling the Motor Vehicle this Certificate shall be inoperative, null and void and shall not indemnify the Participant and / or driver of the said Motor Vehicle.
2. Any accident, loss, damage or liability caused or sustained:
 - (i) Outside the permitted geographical area.
 - (ii) Whilst on the order of the Participant or with his permission or knowledge the Motor Vehicle in respect of which indemnity is provided by this Certificate is:
 - a. Being used otherwise than in accordance with the Limitations of Use.
 - b. Being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person.
3. Any accident, loss, damage or liability (except so far as is necessary to meet the requirement of the legislation) directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or any other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operation (whether war is declared or not) or civil war, strikes, riots and civil commotion, mutiny, rebellion, revolution, military insurgence, or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Participant shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by traceable of any of the said occurrences and any consequences thereof and in default of such proof Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable to make any payment in respect of such claim.
4. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
5. (a) Any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

(b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception, combustion shall include any self-sustaining process nuclear fission.
6. If a law or laws is/are named in a section of the certificate entitled "Avoidance of Certain Terms and Right of Recovery" or in this Certificate under the heading of "Coverage", all references of specific sections of such law or laws are deemed to be deleted so that the references to such law are applied to each law entirely.

CONDITIONS

1. INTERPRETATION

This Certificate and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached shall form part of this Certificate.

2. NOTICE OF WRITING

Every notice or communication to be given or made under this Certificate shall be delivered in writing to Insurans Islam TAIB General Takaful Sendirian Berhad.

3. SECURITY AND MAINTENANCE OF MOTOR VEHICLE

The Participant shall take all reasonable steps to safeguard the Motor Vehicle stated in the Schedule from loss or damage and to maintain the said Motor Vehicle in efficient condition and Insurans Islam TAIB General Takaful Sendirian Berhad shall have the right at all times to have free access to examine the said Motor Vehicle or any part thereof or any driver or employee of the Participant. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected, any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Certificate.

4. CLAIMS: NOTICES AND CONSENT

In the event of any occurrences which may give rise to a claim under this Certificate the Participant shall give notice thereof within fourteen (14) calendar days to Insurans Islam TAIB General Takaful Sendirian Berhad with full particulars. Every such claim, writ, summons and process shall be notified or forwarded to Insurans Islam TAIB General Takaful Sendirian Berhad immediately after the Participant shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with such occurrence. In case of theft or other criminal act which may give rise to a claim under this Certificate, the Participant shall give immediate notice to the police and cooperate with Insurans Islam TAIB General Takaful Sendirian Berhad in securing the conviction of the offender.

No admission, offer, promise or payment shall be made by or on behalf of the Participant without the written consent of Insurans Islam TAIB General Takaful Sendirian Berhad which shall be entitled if so desired to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and Insurans Islam TAIB General Takaful Sendirian Berhad shall have full discretionary power in the conduct of any proceeding and in the settlement of any claim and the Participant shall give all such information and assistance as Insurans Islam TAIB General Takaful Sendirian Berhad may request.

5. CANCELLATION OF COVERAGE

Participant or Insurans Islam TAIB General Takaful Sendirian Berhad may cancel this Certificate at any time during the Period of Takaful.

a) Cancellation by Participant;

- Participant can cancel this Certificate at any time, by returning the Takaful Certificate to us if no claim has occurred or was made during the period of Takaful.
- After returning the Takaful Certificate, Participant will be entitled to a refund of the balance of the takaful contribution on a pro-rata basis for the period the Takaful Certificate was not in force.
- Insurans Islam TAIB General Takaful Sendirian Berhad will not return the Wakalah fee to the Participant unless the cancellation was made by the Participant due to unforeseen circumstances* and subject to Insurans Islam TAIB General Takaful Sendirian Berhad's discretion and approval, which shall not be unreasonably withheld. In such event, no cancellation fee will be imposed on the Participant who makes the cancellation.

b) Cancellation by Insurans Islam TAIB General Takaful Sendirian Berhad:

- Insurans Islam TAIB General Takaful Sendirian Berhad may also cancel this Certificate by giving the Participant fourteen (14) calendar days' notice by registered letter to the Participant at his last known address.

- Participant will be entitled to a pro rata refund of the contribution for the remaining period calculated on a pro-rata basis fourteen (14) calendar days from the date of the notice to the expiry date of the Takaful Certificate.
- IITGT will return the Wakalah fee to the Participant on a pro-rata basis for the period the Takaful was not in force.

****Note: Unforeseen circumstances means event of death, insanity (as certified by qualified medical practitioner) and bankruptcy declared by the courts of Brunei Darussalam.***

6. PRO-RATA RATE

If at any time any claim arises under this Certificate, there is any other takaful or insurance covering the same loss, damage or liability, Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable to pay or contribute more than is the rateable proportion of any loss, damage, compensation, cost or expenses. Provided always that nothing in this condition shall impose on Insurans Islam TAIB General Takaful Sendirian Berhad any liability thereof if not of this condition Insurans Islam TAIB General Takaful Sendirian Berhad would have been relieved of its liability under proviso (1) section 11-2 of this Certificate.

7. ARBITRATION

All differences arising out of this Certificate shall be referred to the decision of an arbitrator to be appointed in writing by the parties in the difference of opinion or if they cannot agree upon a single arbitrator, then to the decision of two arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties or in case the arbitrators do not agree, an Umpire appointed in writing by the arbitrators before scrutinising the case so referred. The umpire shall sit with the arbitrators and preside the meeting and the award made shall be a condition precedent to any right to institute action against Insurans Islam TAIB General Takaful Sendirian Berhad. If Insurans Islam TAIB General Takaful Sendirian Berhad shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer of liability have been referred to arbitration under the provisions herein contained then the claim for all purposes shall be deemed to have been abandoned and shall not thereafter be recoverable under this Certificate.

8. CONDITIONS PRECEDENT TO LIABILITY

The due observance of the Terms of this Certificate insofar as they relate to anything to be done and not to be done by the Participant and the truth of the statements and answers in the proposal form shall be conditions precedent to any liability of Insurans Islam TAIB General Takaful Sendirian Berhad to make any payment under this Certificate.

9. REPLACEMENT PARTS

It is hereby understood and agreed that notwithstanding anything to the contrary in this Certificate that in the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating supply of a part not obtainable from stocks available in the country in which the Motor Vehicle is held in repair or in the event Insurans Islam TAIB General Takaful Sendirian Berhad exercising the option under section 1-2 to pay in cash the amount of loss and damage the liability of Insurans Islam TAIB General Takaful Sendirian Berhad in respect of any such part shall be limited to : -

- a. the priced quoted in the latest catalogue or price list issued by the manufacturer to his agents for the country in which the Motor Vehicle is held for repair or
- b. If no such catalogue or price list exists the latest prices from manufacturer's factory plus the reasonable cost of transport otherwise by air to the country in which the motor vehicle is held for repair and the amount of relative import duty.

And

The reasonable cost of fitting such part.

10. TABARRU'

Tabarru' is an agreement by a participant to relinquish as donation, a sum of contribution that he or she agrees to pay into a Takaful fund.

Participants give sixty-five per cent (65%) of their contributions as *Tabarru'* with the purpose of providing mutual indemnity to Takaful participants, where the *Tabarru'* acts as mutual help and joint guarantee should any fellow participants suffer from a defined loss.

11. WAKALAH

Wakalah refers to a contract in which a party as principal (*Muwakkil*) authorizes another party as his agent (*Wakil*) to perform a particular task, in matters that may be delegated, either voluntary or with imposition of a fee.

The Participant will make contribution to the Takaful fund as *Tabarru'*. Then all the participants in a group will appoint or authorize Insurans Islam TAIB General Takaful Sendirian Berhad as their agent (*Wakil*) to manage the Takaful fund for the purpose of executing Takaful activities such as underwriting, risk management and claims management. In this *Wakalah* arrangement, Insurans Islam TAIB General Takaful Sendirian Berhad will charge a fee of thirty-five per cent (35%) from the contribution that has been determined and agreed upon in the proposal form.

12. DISTRIBUTION OF SURPLUS

The surplus will be determined at the end of financial period and the surplus (if any) from the Takaful Fund will be allocated to Participants' Fund and Insurans Islam TAIB General Takaful Sendirian Berhad with the proportion of seventy per cent (70%) to the Participants' Fund and thirty per cent (30%) to Insurans Islam TAIB General Takaful Sendirian Berhad. The surplus in the Participants' Fund will then be declared and distributed to the eligible participants. Based on *Ju'alah* concept, Insurans Islam TAIB General Takaful Sendirian Berhad is entitled for the surplus distribution from the Takaful fund as fee for the good performance of Insurans Islam TAIB General Takaful Sendirian Berhad in managing the Takaful fund.

The participants who have incurred claims or received benefit, their portion of surplus will not be distributed back to them and shall be credited back as *Tabarru'* to the Takaful Fund.

For the participants who have surrendered their Takaful Certificate before financial year end, they are entitled for the surplus. The surplus will be calculated based on their contribution and participation period in the Takaful Fund.

13. TREATMENT OF SMALL PAYMENT AMOUNT

For any amount due and payable to the participants from refund/surrender/maturity/termination/claim that is BND5.00 and below, Insurans Islam TAIB General Takaful Sendirian Berhad will donate to charity which will be utilized as '*amal jariyah*' on behalf of the participants.

ENDORSEMENT

The following endorsements are only valid to this Certificate when specifically mentioned in the schedule and are subject other wise to the terms of this Certificate.

M2 EXCESS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in section 1 of this Certificate in respect of each and every event, it shall be first responsible for the amount specified in the Schedule under the heading "Excess" (or any expenditure which may be less than this amount) or any expenditure for which provision is made hereunder.

If the expenditure incurred by Insurans Islam TAIB General Takaful Sendirian Berhad shall include the amount for which the Participant is responsible hereunder, such amount shall be repaid by the Participant to Insurans Islam TAIB General Takaful Sendirian Berhad forthwith.

For the purpose of this Endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle or in relation to the damages permitted under this Certificate.

M3P Third Party Only

It is hereby understood and agreed that Section 1 (and its Exceptions) of this Certificate is cancelled. It is further understood and agreed that the content in condition 3 of this Certificate is also cancelled and is replaced by the following new condition:

That the Participant shall take all reasonable steps to maintain the Motor Vehicle in efficient condition and Insurans Islam TAIB General Takaful Sendirian Berhad is entitled to have at all times full access to examine the Motor Vehicle or any part there of or any driver or employee of the Participant.

M15 Hire Purchase

It is hereby understood and agreed that the Hire Purchase Company named in the Schedule under the heading “Hire Purchase Company or Other Interests” (hereinafter referred to as the Owners) are the owners of the Motor Vehicles and that the Motor Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one party and the Participant of the other party. It is hereby further understood and agreed that any payment made in respect of loss or damage (for which the loss or damage is compensated by means of reinstatement) under Section 1 of this Certificate shall be made to the Owners of the Motor Vehicles and their receipt shall be a full and final discharge by Insurans Islam TAIB General Takaful Sendirian Berhad in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Certificate is issued to the Participant named in the Schedule as the principal party and not as an agent or trustee for the Owners and nothing herein shall be construed as constituting the Participant as agent or trustee for the Owners as an assignment (whether legal or equitable) by the Participant to the Owners of his benefits and agreed that the Participant shall not assign his rights, benefits and claim under this Certificate without the prior consent in writing of Insurans Islam TAIB General Takaful Sendirian Berhad.

M15A Financing by Employer

It is hereby understood and agreed that Insurans Islam TAIB General Takaful Sendirian Berhad named in the Schedule under the heading “Hire Purchase Company or Other Interest” is for any benefit which but for this Endorsement would be payable to the Participant under this Certificate in respect of loss of or damage to the Motor Vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such benefits shall be paid to such Company until such time as notice is given them to Insurans Islam TAIB General Takaful Sendirian Berhad stating that they have no further financial interest in the Motor Vehicle covered under this Certificate and their receipt shall be full and final discharge by Insurans Islam TAIB General Takaful Sendirian Berhad against such loss and damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Participant or Insurans Islam TAIB General Takaful Sendirian Berhad respectively under or in connection with this Certificate.

M25 Strike Riot and Civil Commotion

It is hereby understood and agreed that “Strike and Riot Civil Commotion” in General Exception 3 of this Certificate shall not apply to any accident, loss, damage or liability directly caused by:

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or work lock-out or not) or the action of any lawfully constituted authority in suppressing any such disturbance or in minimising the consequences of such disturbances.
- b) The willful act of any strikes or lock-out worker or the action of any lawfully constituted authority in preventing 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 it is necessary to meet the requirements of the Legislation) directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with:

- a) War, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.
- b) Mutiny, civil commotion which is assumed amounting to a popular rising, military rising, rebellion, revolution, insurrection, military or usurped power or any act of any person 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 by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder, the Participant shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by tracing to any of the said occurrences or any consequence thereof and in default of such proof, Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable to make any payment in respect of such a claim.

It is further understood and agreed that the extension of coverage provided by this Endorsement shall not apply to any Personal Accident benefit provided under this Certificate.

M57 Flood, Typhoons, Hurricane, Earthquake

It is hereby understood and agreed that the following shall be deemed to be added to section 1-1 of this Certificate “(e) by flood, typhoon, hurricane, earthquake”.

It is further understood and agreed that the words: flood, typhoon, hurricane, earthquake in General Exception 3 of this Certificate are revoked.

M95 Lease

It is hereby understood and agreed that the Leasing Company named in the Schedule (hereinafter referred to as Lessors) are the owners of the Motor Vehicle and that the Motor Vehicle is subject to the Leasing Agreement made between the Lessors of the one party and the Participant of the other party.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair maintenance or replacement) pursuant to any legal liability on the part of Insurans Islam TAIB General Takaful Sendirian Berhad to the Participant under Section 1 of this Certificate shall be made to the Lessors as long as they are the owners of the Motor Vehicle and their receipt shall be a full and final discharge to Insurans Islam TAIB General Takaful Sendirian Berhad in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Certificate is issued to the Participant named in the Schedule as the principal party and not as an agent or trustee for the Lessors and nothing herein shall be construed as constituting the Participant as an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Participant to the Lessors of his rights, benefits and claims under this Certificate and nothing herein shall be construed as creating or vesting any rights in the Owners / Lessors to sue Insurans Islam TAIB General Takaful Sendirian Berhad in any capacity whatsoever for any alleged breached of its obligation hereunder.

M99 Market Value Endorsement

Notwithstanding anything herein contained to the contrary in this Certificate, it is hereby understood and agreed that in the event of a total loss, whether actual or constructively to the vehicle covered herein, the liability of Insurans Islam TAIB General Takaful Sendirian Berhad shall be Participant’s estimate of present value including accessories and spare parts or the market value of the vehicle whichever is lesser subject to the deduction of any amount which the Participant is required to bear under this Certificate.

In the event of dispute in relation to the market value of the Motor Vehicle for the purpose of this clause, the market value of the Motor Vehicle shall be determined by a valuation from the Local Car Dealer Franchise based on the cost of purchasing a replacement vehicle of the same make, model and age as the Motor Vehicle at the time of loss or damage. In the event there is, at the time a claim is being processed, no Franchise Holder for make of Motor Vehicle, the valuation shall be obtained from a loss Adjuster to be mutually appointed by both parties.

MA Exclusion of Liability to Passengers

It is hereby understood and agreed that notwithstanding anything contained to the contrary in Section 11-1(a) of this Certificate, Insurans Islam TAIB General Takaful Sendirian Berhad shall be under no liability in the event of death or bodily injury to any person being carried in or upon entering in or alighting from any Motor Vehicle described in the Schedule unless such person is being carried by reason of or in accordance with the contract of employment.

MB Pro-rata Rate

If, at the time of loss or damage happening to any property covered by this Certificate, there is any takaful or insurance covering the same property or any part thereof whether effected by the Participant or by any other person, this Certificate shall not be liable to pay or contribute in respect of such loss or damage more than pro-rata proportion aggregate liability under all the takaful or insurance.

MC Service Fee for Cancellation of Certificate

It is hereby understood and agreed that notwithstanding anything contained to the contrary in this Certificate, Insurans Islam TAIB General Takaful Sendirian Berhad shall waive the service charge fee of BND10.00 in the event that this Certificate is cancelled by the Participant.

MD Authorised Workshop

In the event of the Motor Vehicle being involved in an accident giving rise to a claim under this Certificate, the Participant shall obtain the consent of Insurans Islam TAIB General Takaful Sendirian Berhad for the repair of the Motor Vehicle covered herein at a workshop approved by Insurans Islam TAIB General Takaful Sendirian Berhad. Failure to obtain such consent and repairing the Motor Vehicle at an unapproved workshop shall be deemed as a breach of this Endorsement and Insurans Islam TAIB General Takaful Sendirian Berhad shall decline liability under this Certificate.

ME Average

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed if the Motor Vehicle in the event of loss or accidental damage thereto and the value of the said Motor Vehicle at the time of the accidental damage is greater than the estimated value stated in the schedule thereto, then the Participant shall bear a rateable proportion of the loss or the cost of repairs accordingly.

MH Accessories Endorsement

Unless otherwise expressly stated in the schedule of this Certificate, Insurans Islam TAIB General Takaful Sendirian Berhad shall not indemnify the Participant against loss or damage to any accessories fitted to the said Motor Vehicle by any person or persons.

TEX TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto indirectly caused by, resulting from or in connection with any action taken in controlling, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

"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 organisation(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.

This Clause also excludes loss, damage, cost or expense of whatever nature directly or preventing, suppressing or in any way relating to any act of terrorism.

If Insurans Islam TAIB General Takaful Sendirian Berhad alleges that by reason of this Clause, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of the Clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

FC034 DATE RECOGNITION CLAUSE (Y2K)

It is noted and agreed this Certificate is hereby amended as follows:-

- A. Insurans Islam TAIB General Takaful Sendirian Berhad will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that Insurans Islam TAIB General Takaful Sendirian Berhad will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that Insurans Islam TAIB General Takaful Sendirian Berhad will not pay for any loss or damage including loss of use with or without physical damage, or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that Insurans Islam TAIB General Takaful Sendirian Berhad will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the conditions and exemptions of this Certificate.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVER

Nothing in this Certificate or any endorsement herein shall affect the right of any person entitled to indemnity under this Certificate or of any other person to recover an amount under or by virtue of the Legislation or the Agreement.

BUT the Participant shall reimburse to Insurans Islam TAIB General Takaful Sendirian Berhad all sums paid by Insurans Islam TAIB General Takaful Sendirian Berhad which Insurans Islam TAIB General Takaful Sendirian Berhad would not have been liable to pay unless provided in the Legislation or such Agreement.

LIMIT OF LIABILITY

Limit of the amount of Insurans Islam TAIB General Takaful Sendirian Berhad liability under section 1 – 3	B\$200
Limit of the amount of Insurans Islam TAIB General Takaful Sendirian Berhad liability under section 11-1(a) in respect of any claim or series of claims arising out of one event	Unlimited
Limit of the amount Insurans Islam TAIB General Takaful Sendirian Berhad liability under section 11-1 (b) in respect of any claim or series of claims arising out of one event	Unlimited
Limit of the amount Insurans Islam TAIB General Takaful Sendirian Berhad under Section 11-6 in respect of legal services expenses for defence in the event of any change	B\$2,000
Authorised Repair Limit	B\$200

GEOGRAPHICAL AREA

Brunei Darussalam, Sabah, Sarawak.

LEGISLATION

The Motor Vehicle (Third Party Risks) Regulation, 1950 (Negara Brunei Darussalam)

The Motor Vehicle (Third Party Risks) Rules, 1959 (Malaysia)

AUTHORISED DRIVER

Any of the following:

- I. The Participant
- II. Any person driving on the Participant's order or with the Participant's permission

Provided that the person driving is permitted in accordance with the licensing or other laws or regulation to drive the Motor Vehicle or has been so permitted or is not disqualified by order of a court of Law or by any enactment or regulation to that effect from driving the Motor Vehicle.

LIMITATION OF USE

Use only for social, domestic and pleasure purpose and for the Participant's business. This Certificate does not cover use for hire or reward, racing, durability test, endurance test, speed testing, carriage of goods (other than samples) in connection with any trade or use for any purpose in connection with Motor Trade.

EXCESS LIMITS

It is hereby understood and agreed that Insurans Islam TAIB General Takaful Sendirian Berhad will not be liable to pay for the amounts in relation to each and every claim under Section I of this Certificate:-

1. Vehicle Excess

As printed and stated in the Motor Vehicle Takaful's Schedule and Certificate.

2. Additional Excess for Driver

If the vehicle is driven or in the control of any person who is at the time of loss and damage:-

- i) Not named in this Certificate.... B\$200.00
- ii) Total loss/damage and age under 30 years old.... B\$250.00
- iii) Provisional driving license holder or Full Valid driving license holder of less than 24 months.... B\$250.00
- iv) Valid Foreign driving license holder.... B\$250.00

3. Geographical Area Excess (Cross Border)

Any accident or incident resulting in a claim on the vehicle that happened in the states of Sabah, Sarawak and Federal Territory of Labuan. Any repair performed in the above mentioned geographical area or in the process of claims settlement, an additional excess of B\$1,000.00 will be imposed on the Participant or authorised driver.

4. Additional Excess for Fire Incident, Theft or Submergence into a River

Any claim as a result of fire, or submerged or plunging into the river, or loss of the vehicle (theft) that does not involve any collision or accident to any third party, for incident resulting in declaring the total loss of the vehicle or not found within the period specified, an additional excess of B\$300.00 will be imposed on the Participant or the authorised driver.

Provided that:-

- i) For the purpose of this clause, the word "claim" means a claim or series of claims resulting from one incident in relation to the Motor Vehicle.
- ii) Any excess imposed under item 2 i) to iv) is an addition to the excess imposed under item 1. The amounts of excess stated under item 2 i) to iv) are cumulative.
- iii) and not considered as separate to one another. All or any amount of excess mentioned under item 2 is an addition to the excess imposed under item 1 and 2 i) to iv).

- iv) Any excess imposed under item 3 and 4 is an addition to the one imposed under item 1 and 2 i) to iv).
- v) If there are expenses borne by Insurans Islam TAIB General Takaful Sendirian Berhad which include any amount for which the Participant is responsible, such amount will be reimbursed by the Participant to Insurans Islam TAIB General Takaful Sendirian Berhad.

SECTION III – ACCIDENT TO PARTICIPANT

In the event of Death of the Participant due to accident which relates directly to:

- a) any use of motor vehicle; or
- b) upon getting in or out or during travelling on the private motor vehicle or as a result of violent, external and visible accident which shall solely and independently be of any other cause.

If death occurs in the event of accident, payment of benefits/compensation for the amount of up to B\$5,000 per policy under the Participant's name during the Period of Takaful will be given to the Participant.

If the Participant has any Certificate(s) with Insurans Islam TAIB General Takaful Sendirian Berhad which relates to any motor vehicle(s), compensation will be paid for each certificate still effective.

SUBJECT ALWAYS TO

- i) Anyone who is not under the age of 18 years or over 65 years of age as at the date of the accident.
- ii) Compensation will not be paid for any deaths either directly or indirectly, entirely or partially, caused by or as a result of or any signs from:
 - a) any intentional self-injury; suicide or attempted suicide, physical disability or weaknesses; or
 - b) under the influence of alcohol, misuse of drugs and/ or hallucinogenic substances.

GUIDELINES FOR MOTOR VEHICLE CLAIM

DURING THE ACCIDENT

In the event the Participant is involved in an accident:

1. Ensure the passenger and the Participant are in a safe condition, keep the Participant away from being exposed to danger,
2. Contact the Police immediately and ask for assistance from the public,
3. Report to the Ambulance or Fire Brigade if necessary,
4. Do not to make any agreement or sign any documents from any party,
5. Write down the details of the third party.

REPORT TO THE POLICE

1. Report the accident to the nearest Police Station within twenty-four (24) hours whether the car is issued with Comprehensive or Third Party takaful coverage.
2. Bring along the driver's driving license and identification card when lodging the report.
3. State the damages that the Participant and the other party had experienced in the report and also state if any party had suffered any injuries.
4. Bring the vehicle to the Police Station if it is needed for further investigation. If the vehicle cannot move, find alternative ways for the vehicle to be towed to the nearest Police Station.
5. Take back the vehicle once it is formally released by the Police.

REPORT TO INSURANS ISLAM TAIB GENERAL TAKAFUL SENDIRIAN BERHAD:

1. After lodging the Police report, you are required to inform Insurans Islam TAIB General Takaful Sendirian Berhad as soon as possible regarding the accident.
2. The claim and report that you made must not exceed fourteen (14) calendar days from the date the accident occurred.
3. For those who have taken Third Party Coverage and have been involved in a road accident, Insurans Islam TAIB General Takaful Sendirian Berhad will not be responsible for the car but you must lodge a report of the accident to Insurans Islam TAIB General Takaful Sendirian Berhad.
4. When you report to Insurans Islam TAIB General Takaful Sendirian Berhad, you are required to bring:
 - Police report 252.
 - Copy of Driving License of the Participant and the Driver.
 - Copy of Identification Card of the Participant and the Driver.
 - Copy of the Vehicle Registration Card (Blue-Card) and copy of the Vehicle Road Tax.
 - Copy of Takaful certificate.
 - Pictures of damages sustained during the accident (if any).
 - Other documents if needed.
5. Take note that if you lodge the report after fourteen (14) calendar

IN THE EVENT OF TOWING

If your motor vehicle had been towed by any workshop that is not listed, without permission from you or Insurans Islam TAIB General Takaful Sendirian Berhad, then you should inform this matter to Insurans Islam TAIB General Takaful Sendirian Berhad and lodge a report to the Police. The workshop may be charged with an offence of stealing the vehicle.

AMOUNT OF COVERAGE

Take note that the vehicle takaful coverage taken must be according to the value of the current market price. If the sum of the coverage is not in accordance with the market value price, according to the “average condition” (ME Endorsement) that is in this Certificate, the Participant will have to bear part of the cost of loss incurred. The basic calculation is as follows: -

Insurans Islam TAIB General Takaful Sendirian Berhad Liability:

$$\frac{\text{Amount of coverage} \times \text{Cost of loss}}{\text{Actual value}}$$

Example:

Coverage amount	: B\$20,000
Actual value	: B\$50,000
Cost of loss (after deduction of excess)	: B\$ 5,000
IITGT liability	B\$2,000

If this happens, this means that the liability or Insurans Islam TAIB General Takaful Sendirian Berhad’s payment will be B\$2,000 only, while the rest will be borne by the Participant himself. Hence the Participant must make sure that the vehicle coverage is in accordance with the current price value.



MOTOR VEHICLE TAKAFUL SCHEME CERTIFICATE WORDING ADDENDUM ADDENDUM NO.1/2021

SECTION I – LOSS OR DAMAGE

5. If in Insurans Islam TAIB General Takaful Sendirian Berhad's opinion, the damage to the Participant's Motor Vehicle is so great that it would not be safe or economical to repair, Insurans Islam TAIB General Takaful Sendirian Berhad will declare the Participant's Motor Vehicle "Beyond Economic Repair" ("BER"). The amount payable under this Certificate will be the Market Value at the time of the loss or the Sum Covered as shown in the Schedule, whichever sum is the lesser. Upon Insurans Islam TAIB General Takaful Sendirian Berhad's payment of the said amount, this Certificate shall be automatically terminated and Your Motor Vehicle will be auctioned and the proceeds will be credited to the General Takaful Fund.

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

1. MKSR - KEY SYSTEM REPLACEMENT

The Key System Replacement provides coverage for the cost of replacing and / or re-coding of the key and / or any standard and original accessories of the Participant's Motor Vehicle and its sum covered as stated in the Schedule. Any personal property or belongings of the Participant shall be excluded under this additional coverage if theft occurs.

In the event of theft of the key and / or the key system: –

- a. The Participant must report immediately the theft of the key and / or the key system to the local police station;
- b. In the event of theft of the key in the Participant's house, there must be proof of forced entry or exit and the Participant's key and / or key system cannot be traced or found.

Insurans Islam TAIB General Takaful Sendirian Berhad will not cover the replacement cost of any loss of the Participant's key and / or key system due to:

- Any carelessness, misplacement or damage due to wear and tear;
- Theft by deception or fraud, theft by a member of the Participant's family, relatives or any visitor(s) to the Participant's house;
- Theft not reported to the local police station;
- The key being recovered before it is replaced or recoded.

Following the settlement of any claim, the Key System Replacement coverage will automatically be terminated and may only be reinstated upon the renewal of the Takaful Certificate with additional Takaful Contribution.

In the event the claim exceeds the amount stated in the Schedule, Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable for such costs. Any claims made under this coverage will not affect the Participant's No Claim Discount (NCD).

2. MNCDP - NO CLAIM DISCOUNT PROTECTION (NCD)

It is agreed that the NCD entitlement in this Takaful Certificate is subject to the following: –

The Participant is only entitled to make one (1) claim under the No Claim Discount (NCD) Protection. In the event of any claim, the amount of NCD shall be maintained during the following Takaful Certificate renewal. Following

the settlement of such claim, the NCD Protection coverage will automatically be terminated and may only be reinstated upon the renewal of the Takaful Certificate with additional Takaful contribution.

The NCD Protection is non-transferable and does not protect against non-renewal, expired or cancelled certificates. NCD entitlement is eligible only when the Takaful Certificate is renewed with Insurans Islam TAIB General Takaful Sendirian Berhad.

3. MEW-EXCESS WAIVER

In consideration of additional Takaful Contribution received from the Participant, in the event of any claim, the Participant will not be liable for the excess stated in the Schedule except for any excess below the minimum specified. This additional coverage shall only apply if the Motor Vehicle is repaired by any Authorised Workshop (unless otherwise agreed in writing) and is not applicable in the event of theft or claims settled on a total loss basis. The Excess Waiver shall only apply to the Participant and Authorised Driver only. Other additional excess shall still apply (see Certificate wording).

In the event the excess claim exceeds the Excess Waiver, then the Participant shall pay the remaining amount to the Authorised Workshop and Insurans Islam TAIB General Takaful Sendirian Berhad shall not be liable for such costs.

In the event of a cancellation of this Certificate, or a transfer of ownership of the Participant's Motor Vehicle and Insurans Islam TAIB General Takaful Sendirian Berhad acknowledges such transfer in this Certificate, all Endorsements shall be deemed cancelled.

4. WSN – Breakage of Glass in Windscreen, Window, Sunroof and Moonroof

Subject to additional contribution that the Participant paid for this Endorsement, this Certificate will cover the cost to replace or repair any glass in the windscreen, windows, sunroof and moonroof of the Participant's Motor Vehicle that is accidentally damaged, including the cost of lamination/tinting film (if any) approved by Land Transport Authority.

The maximum amount to be paid under this Endorsement is the amount stated in the Schedule.

If the claim is only for breakage of glass and no other damages, the No Claim Discount (NCD) will not be affected. An Excess of B\$50.00 is however applicable.

This Endorsement does not cover:

- Damage which occurs prior to or within the first thirty (30) days of the Period of Takaful;
- Damage due to gradual deterioration caused by wear and tear, or by environmental factors such as rust and corrosion;
- Damage caused by maintenance or cleaning of any kind.

This cover will automatically be terminated on the date the claim is settled under this Endorsement. Insurans Islam TAIB General Takaful Sendirian Berhad will decide whether to repair or replace the damaged glass.

5. TYRE REPLACEMENT

Insurans Islam TAIB General Takaful Sendirian Berhad agree to replace tyres of Participant's Motor Vehicle if any of the tyres are accidentally damaged (beyond use) due to motor collision.

Coverage Exclusions:

Insurans Islam TAIB General Takaful Sendirian Berhad will not cover damage to the tyres and/or wheel rims as a result of:

- a) manufacturer's defect, dry rot, fissure;
- b) subsequent claim after the sum insured has exhausted.

- c) damage to tyre over 36 months old from date of manufacture;
- d) the costs of mounting, aligning and balancing replacement tyres;
- e) punctures resulting from a road traffic Accident, fire or theft;

- f) damage to the tyre caused by pollution, hydrocarbons or other corrosive liquids, or contamination of any kind;
- g) damage caused by incorrect wheel alignment, balance, defective steering or defective suspension, or using the tyre at the incorrect pressure.

Insurans Islam TAIB General Takaful Sendirian Berhad will not entertain any claim(s) under any of the following situations:

- h) damage resulting from misuse or abuse of the tyre or wilful negligence by the Participant or Participant's Authorised Driver;
- i) the replacement of tyre and wheel rims due to noise, vibration, wear, poor performance or control on the road, or a slow puncture that has not resulted from Accident;
- j) the fee for an estimate of replacement incurred by the Participant without Insurans Islam TAIB General Takaful Sendirian Berhad's prior consent;
- k) tyres that are not approved for Road use including those where the state of wear is not compliant with the tyre manufacturer's recommendation or is in excess of the standards set by local regulations;
- l) damage or loss resulting from civil or professional liability;
- m) consequential damages of any kind;
- n) damage resulting from sporting activities such as competitions, rallies or where the vehicle is being driven off-road or on a race track;
- o) damage covered by a manufacturer warranty or insurance covering the full repair or replacement of the tyre;
- p) replacement of other tyres and/or rims which are not damaged;
- q) claims resulting from vandalism where the incident has not been reported to the police.

The Participant refusal to accept the replacement tyre and/or non-submission of the above items may result in the denial of compensation.

6. UNNAMED DRIVER BENEFIT

Insurans Islam TAIB General Takaful Sendirian Berhad agree that this Takaful Certificate will cover all Participants' unnamed Authorised Drivers in the Schedule without the application of compulsory excess of B\$200.00 per accident except for driver who:

- a. Are under twenty-one (21) years old; or
- b. Hold a Provisional (P) or Learner (L) driver's license;

However, Insurans Islam TAIB General Takaful Sendirian Berhad will not deduct this B\$200.00 Excess in respect of (a) and/or (b) if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

Authorized Driver

This refers to any person who drives the Participant's Motor Vehicle with Participant's consent or permission provided he or she holds a valid driving license of the relevant type and is not disqualified to drive by law or for any other reason

Events that Insurans Islam TAIB General Takaful Sendirian Berhad covers include the following:

- a) Road;
- b) Inland waterway i.e. across a river or canal etc.; or
- c) Across the sea by ferry or ship or any sea faring vessel etc. crossing the river between Kuala Belait and Sungai Teraban.

For additional Contribution, this Certificate can be extended to cover for ferry transit between Sabah, Sarawak and Labuan.

7. PERSONAL ACCIDENT

Insurans Islam TAIB General Takaful Sendirian Berhad undertake to pay compensation to the Participant on scale stated in the Schedule provided below for bodily injury sustained by the Participant or Participant’s authorized driver and/or Participant’s passenger(s).

- a. In direct connection with Participant’s Motor Vehicle
- b. Whilst mounting into or dismounting from or traveling in Participant’s Motor Vehicle

And caused by violent, accidental, external and visible means which independently of any other cause (except medical and surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury resulting in:-

	Scale
Death	100%
Total and irrecoverable loss of all sight in both eyes	100%
Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	100%
Total loss by physical severance at or above wrist or ankle of one hand or one foot together with the total irrecoverable loss of all sight in one eye	100%
Total and irrecoverable loss of all sight in one eye	100%
Total loss by physical severance at or above wrist or ankle of one hand or one foot	100%

Payment shall only be made under sub-sections (1) to (3) in respect of any one occurrence. In the event the Participant is the holder of more than one vehicle policy with Insurans Islam TAIB General Takaful Sendirian Berhad, compensation shall be recoverable only under one Certificate.

PROVIDED ALWAYS THAT

- a) The Participant is less than sixty (60) years of age at the time of such injury;
- b) No compensation shall be payable in respect of death or injury directly or indirectly, wholly or in part arising or resulting from or traceable to: (1) intentional self-injury, suicide or attempted suicide (whether felonious or not), physical defect or infirmity or; (2) an accident happening whilst the Participant or the Authorised Driver are under the influence of alcohol or drugs.

8. FALLEN OBJECT

In consideration of the additional Takaful contribution received from the Participant, Insurans Islam TAIB General Takaful Sendirian Berhad will indemnify the Participant if the Participant’s Motor Vehicle is damaged due to impact damage caused by falling objects provided that no convulsions of nature are involved. Any claim made under this Endorsement will not affect the Participant’s No Claim Discount (NCD).

9. LEGAL LIABILITY FOR PASSENGER

Insurans Islam TAIB General Takaful Sendirian Berhad’s liability under Section II of this Certificate in respect of legal liability to passengers is limited to B\$500,000 in respect of any one claim or series of claims arising out of one event.

10. EXTENSION OF COVER FOR FERRY TRANSIT TO AND/OR FROM SABAH AND THE FEDERAL TERRITORY OF LABUAN

Insurans Islam TAIB General Takaful Sendirian Berhad agrees that the takaful provided under section A of this Certificate shall cover loss or damage to Participant's Motor Vehicle when in transit to and/or from Sabah, Sarawak and Federal Territory of Labuan.

Participant must bear the first one per cent (1%) of the Sum Covered for B\$500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this endorsement. Insurans Islam TAIB General Takaful Sendirian Berhad reserves the right to deduct this amount in addition to the Excess mentioned in the Schedule of this Certificate.

11. THEFT OF MOTOR VEHICLE ACCESSORIES

In consideration of the additional Takaful contribution received from the Participant, Insurans Islam TAIB General Takaful Sendirian Berhad will cover the cost of non-standard accessories by replacing or repairing the damage of the accessories added on to the Participant's Motor Vehicle such as roof rack, baby car seat, stereo, navigation system, dash camera and reverse camera up to the amount specified in the Schedule. The Participant just specify and provide a list of the additional accessories.

The cover under this Endorsement will automatically terminate once the non-standard accessories have been replaced or repaired. The Participant may, however, renew the cover by payment of additional Takaful contribution.

Any claim made under this Endorsement will not affect the Participant's No Claim Discount (NCD).