

Please read this Product Disclosure Sheet before you decide to participate in the Takaful myMotor - Private Car (Comprehensive Cover). Please be sure to also read the general terms and conditions.

### 1. What is this product about?

This is a Comprehensive Private Motor Takaful that provides cover to your vehicle in the event of losses or damages due to accident, fire or theft as well as liability to third party for death or bodily injury and property losses or damages

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

This product applies the following Shariah concepts:

1. **Tabarru'** means donation for charitable purposes. Under this product, the participant donates a portion of the contribution to the General Takaful Fund (GTF) to help other participants.
2. **Wakalah** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this product, the participant authorizes the company to manage the GTF and in return, the company will receive a wakalah fee.
3. **Ju'alah** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this product, the participant allows the company to receive a portion of distributable surplus arising from the GTF as performance incentive for the Company's achievement in managing the GTF which results in the surplus.
4. **Qard** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this product, the company will lend an amount of money to the GTF without interest if the GTF is in deficit.

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

This product covers:

- A. Loss or damage to your own vehicle due to accident, fire or theft.
- B. Your liability or your authorized drivers' liability to third party for:
  - Bodily injury and death; and
  - Property loss or damage

In addition, the driver and passengers in the named vehicle will be entitled to Complimentary Personal Accident benefit of RM15,000 each per life in one lump sum. This product also provides 24/7 roadside assistance program with complimentary of up to 50km breakdown towing.

Some of the optional benefits that are available by paying additional contributions:

	Add-on Benefits	Descriptions of Coverage
a.	Cover for Windscreens, Windows and Sunroof	<p>This benefit covers the cost of replace or repair any glass in the windscreens, windows or sunroof of your vehicle that is accidentally damaged, including the cost of lamination/tinting film (if any).</p> <p>Your No Claim Discount (NCD) will not be affected if this additional coverage is included.</p>
b.	Motor PA Plus	<p>This benefit provides an additional cover for the driver and passengers travelling in your vehicle against death or permanent disablement due to a road accident and also an unlimited breakdown towing up to a maximum limit as selected by you. This is on top of the Complimentary Personal Accident of RM15,000/Person Covered and 50km breakdown towing.</p> <p>You can choose any of the plan options below:</p> <ul style="list-style-type: none"> <li>▪ Plan 1 - RM20,000 PA Cover for Driver &amp; Passengers and breakdown towing up to 100km</li> <li>▪ Plan 2 – RM30,000 PA Cover for Driver &amp; Passengers and breakdown towing up to 200km</li> <li>▪ Plan 3 – RM40,000 PA Cover for Driver &amp; Passengers and breakdown towing up to 300km</li> <li>▪ Plan 4 – RM85,000 PA Cover for Driver &amp; Passengers and breakdown &amp; accident towing with no maximum limit in Peninsular Malaysia and up to 1000km in East Malaysia</li> </ul>

c.	Inclusion of Special Perils	This benefit covers your vehicle against loss or damage caused by natural perils such as flood, storms, typhoons, volcanic eruptions, earthquakes, landslides or sediment.
d.	Towing and Cleaning due to Water Damage	<p>This benefit reimburses you for the actual expenses incurred up to a maximum limit as selected by you in the event your vehicle sustains water damage due to flooding, flash flood, overflowing of waterways, drains, rivers or mud slides which requires towing and cleaning. This benefit can only be claimable once during the period of coverage.</p> <p>You can choose the benefit limits from the plan options below:</p> <ul style="list-style-type: none"> <li>▪ Plan 1 – RM1,000</li> <li>▪ Plan 2 – RM2,000</li> <li>▪ Plan 3 – RM3,000</li> </ul>
e.	Compensation for Assessed Repair Time (CART)	This benefit compensates you for the loss of use of your vehicle based on loss adjuster's assessment of the time required for repairs as a result of an accident (up to 21 days x RM200).
f.	Key Replacement	<p>This benefit reimburses you 80% of the cost to replace the key of your car up to a maximum limit as selected by you. This benefit can only be claimable once during the period of coverage.</p> <p>You can choose the benefit limits from the plan options below:</p> <ul style="list-style-type: none"> <li>▪ Plan 1 – RM750</li> <li>▪ Plan 2 – RM1,500</li> <li>▪ Plan 3 – RM3,000</li> </ul>
g.	Legal Liability to Passengers	This benefit covers you against the legal liabilities for death or bodily injuries caused to your passengers (except family members) due to your negligent driving.
h.	Legal Liability of Passengers for Negligence Acts	This benefit covers you against the legal liabilities for death or bodily injuries to third party or third party property damage due to negligence of your passengers (e.g. a passenger in your car whilst opening the car door causes an injury to a passer-by or the car behind you).
i.	Strike, Riot & Civil Commotion	This benefit covers your vehicle against loss or damage caused directly by persons involved in a strike, riot or disturbance of public peace.

**Note:**

- 1) It is an offence under the laws of the Republic of Singapore to enter the country without extending a passenger liability cover for your motor takaful.
- 2) If the number of Person Covered at the time of the occurrence exceeds the number stated as the seating capacity in the Vehicle Registration Card, Our limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers. Person Covered means the driver and/or passenger(s) of Your car.
- 3) Duration of cover is for one year. You need to renew your certificate annually.
- 4) Please refer to the Certificate wordings for the full list of covers/benefits under this product.

#### 4. How much contribution do I have to pay?

The contribution you have to pay may vary depending on the no claim discount (NCD) entitlement, optional benefits and our rating factors such as sum covered, vehicle's age, vehicle make and model as well as the driver's age.

The contributions for some of the optional benefits are as below:

	Add-on Benefits	Plan 1	Plan 2	Plan 3	Plan 4
a.	Motor PA Plus	RM20	RM30	RM40	RM85
b.	Towing and Cleaning due to Water Damage	RM20	RM35	RM45	-
c.	Key Replacement	RM20	RM30	RM50	-

Example:

Gross contribution for a new private vehicle with sum covered RM50,000.00\* and 1500 cc

Comprehensive cover	RM 1,552.50
NCD entitlement – 25%	(RM 388.13)
Additional cover – Windscreen up to RM800.00	RM 120.00
Motor PA Plus – (Plan 1)	RM 20.00

The estimated gross contribution that you have to pay is RM1,304.37 excluding Service Tax and Stamp Duty. \*The amount covered is based on the current market value of the vehicle based on reference to the Insurance Services Malaysia (ISM) Automotive Business Intelligence (ABI) vehicle valuation database.

**Note:** The above example is for illustration purposes only.

#### 5. What are the fees and charges that I have to pay?

Type	Amount
Wakalah Fees	35% of contribution of which: - Commission – 10% (if applicable) - Other expenses – 25%
Stamp Duty	RM10.00
Service Tax	6% of the contribution paid

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

Some of the key terms and conditions that you should be aware of are:

- Duty of disclosure**

**Consumer Takaful Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful wholly for purposes unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you apply for this takaful). You must answer the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of your contract of takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of takaful. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us. In addition to answering the questions in the Proposal Form (or when you apply for this takaful), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied. You also have a duty to tell us immediately if at any time after your contract of takaful has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this takaful) is inaccurate or has changed.

**Non-Consumer Takaful Contract**

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of takaful. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us. You also have a duty to tell us immediately if at any time after your contract of takaful has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this takaful) is inaccurate or has changed.

- **Vehicle Market Value** - If you choose to cover your vehicle at market value, you must ensure that your vehicle is covered at the appropriate amount which is the current market value of the vehicle. Failure to cover based on the prevailing Market Value of the vehicle may affect the claims settlement as the "Average Clause" (payment subject to average) will apply where the amount of payment offered will be lesser than the coverage amount.
- **Cash before cover** - full contribution must be paid to us or our authorized agent representing us before cover can be granted.
- **Panel Repairers** - If your vehicle is involved in an accident, you must send the damaged vehicle to any of our Panel Repairers. Otherwise, you are required to obtain our approval if you want to send the damaged vehicle to any non-panel repairers.

**Note:**

The above list is non-exhaustive. Please refer to the Certificate Wording for the full list of terms and conditions under this product.

**7. What are the major exclusions under this product?**

This product does not cover the following:

- i) Your liability against claims from passengers in your vehicle unless otherwise in a separate endorsement; or
- ii) Loss of use of your vehicle; or
- iii) Loss, damage or liability arising from an act of nature i.e. flood, storm or landslide unless otherwise in a separate endorsement.

**Note:**

The above list is non-exhaustive. Please refer to the Certificate Wording for the full list of exclusions under this product.

**8. Can I cancel my certificate?**

You may cancel your certificate by giving a written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution provided that you have not made any claim.

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

It is important that you update in the myTakaful Customer portal or inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

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

Should you require additional information on Motor Takaful, you can refer to our website, contact us or any of our branches or from our agents or you may refer to the *insuranceinfo* booklet on 'Motor Takaful', available at all our branches or visit [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my)

If you have any queries, please contact Takaful Malaysia at:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)]

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

Tel: 1-300 88 252 385

Fax: 603 - 2274 0237

Email : [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)

Website: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

**11. Other similar types of takaful cover available**

Please refer to our website, branches or agents for other similar types of cover available.

**IMPORTANT NOTE:**

**YOU SHOULD ENSURE THAT YOUR VEHICLE IS COVERED AT THE APPROPRIATE AMOUNT. IN THE EVENT OF AN ACCIDENT, YOU ARE ADVISED TO DEAL WITH APPROVED WORKSHOPS. IF YOU HAVE A COMPREHENSIVE COVER AND YOU ARE NOT AT FAULT, YOU ARE ADVISED TO SUBMIT YOUR CLAIM TO US. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

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

The information provided in this disclosure sheet is valid as at 5 August 2021.