

## PRIVATE CAR DRIVER AND PASSENGER CONTRACT OF TAKAFUL APPLICATION FORM

Etiqa General Takaful Berhad ("Etiqa General Takaful") is licensed under the Islamic Financial Services Act 2013 to transact general business in Malaysia and is regulated by Bank Negara Malaysia (BNM).

INSTRUCTIONS: Before you provide answers and the declaration in this Application Form, please read the following IMPORTANT NOTICE.

#### **IMPORTANT NOTICE:**

- 1. In this Application Form, the words "I/ We", "you", "your", "me" or "My/ Our", means the Applicant unless the section instructions indicates otherwise.
- 2. Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful wholly for the 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 Application Form. You must answer all questions in this Application Form fully and accurately.
- In addition to answering the questions in this Application Form, 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.
- 4. Please seek clarification from the agent should you not understand any of the terms and conditions, which relate to the benefits and your duties under the contract of takaful.
- 5. You may nominate a person as beneficiary to receive the money to be paid under the Certificate at the time when you applied for the Personal Accident Certificate or at any time after the Certificate is issued. You should ensure that your nominee is aware that he/she has been nominated for the Certificate that you have sign-up for. You can obtain a copy of the nomination form from our agent or visit our website at www.etiqa.com.my and submit the duly completed form to our nearest branch.
- 6. Please notify the agent or us of any change in your correspondence address, or other contact details. If you have an enquiry or require further information, please contact Etiqa Oneline by calling 1300 13 8888 or 03 2297 3888, or write to Etiqa General Takaful Berhad (201701025031), Level 13, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03 2297 3800, or e-mail at info@etiqa.com.my
- 7. If you have a complaint, dispute or feedback in connection with this application, please contact our Complaints Unit via e-mail at complaint\_cmu@etiqa.com.my, by calling 1300 13 8888 within Malaysia or +603 2780 4500 from overseas, by facsimile to 03 2297 1919, or by post to Complaints Management Unit, Level 6, Tower B, Dataran Maybank, No. 1 Jalan Maarof, 59000 Kuala Lumpur.
- 8. If you are dissatisfied with our conduct, you may refer to Bank Negara Malaysia via e-mail at bnmlink@bnm.gov.my, by calling 1300 88 5465, by facsimile to 03 2174 1515, or by post to Director, Jabatan LINK & Pejabat Wilayah, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur. If you dispute a decision made by us, you may refer to the Ombudsman for Financial Services via e-mail at enquiry@ofs.org.my, by facsimile to +603 2272 1577, or by post to Chief Executive Officer, Ombudsman for Financial Services, (Formerly known as Financial Mediation Bureau) Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sultannan, 50000 Kuala Lumpur.
- 9. Please answer the form in black ink using block letters or ticking one (1) of the options, as is applicable.

INSTRUCTIONS: Please answer all questions in Section A. A. INDIVIDUAL DETAILS Title Dato' Tan Sri Tun Other Mr Datuk Seri Datuk Ms Datin Seri Datin Dr Puan Sri Toh Puan \*Name (As per NRIC/Passport) \*Date of Birth Gender Male Female (dd/mm/yyyy) \*ID Type **New NRIC** Old Identity Card Other \*ID Number \*Nationality Malaysian Other \*Marital Status Single Married Other Manager/Senior \*Occupation Pensioner Self-employed Housewife Student Executive Officer/Executive **Business Owner** Skilled Worker Teacher/Lecturer Clerical Other \*Nature of Self Employment \*Mailing Address Postcode Town/City State Country \*Telephone Number Office Mobile House **Email Address** 

<sup>\*</sup> Mandatory fields to be completed

INS	TRUCTIONS: Please provide d	etails of the Covered Person in Section B.					
B.	TAKAFUL RISK DETAILS						
1.	Period of Takaful (dd/mm/yyyy)	From/					
2.	Details of Person to be Covered	Name Date of Birth					
		ID/Other   ID   Occupation					
		Vehicle Number of Seat					
		Vehicle Make Vehicle Model					
		Note: If the vehicle is company registered vehicle, please provide name of authorized driver.					
3.	Takaful Plan	Please choose and tick only ONE (1) plan that You require based on the sum covered and number of seats.					
		PLAN 1 (RM) PLAN 2 (RM) PLAN 3 (RM)	$\Box$				
		Death 15,000 30,000 50,000	_				
		Permanent Disablement         15,000         30,000         50,000	_				
		Medical Expenses         500         1,000         1,500	-				
		Funeral Expenses 1,000 1,000 1,000	-				
		Auto Assist Services Please refer to your certificate schedule for further details benefits.					
		Contribution for Plan 5 seaters including driver RM65.00 RM125.00 RM205.00					
		Contribution for Plan 7 seaters including driver RM89.00 RM173.00 RM285.00					
		Each additional seater RM12.00 RM24.00 RM40.00					
		Note: Per individual cover, applicable to 5 and 7 seaters vehicle. Contribution is exclusive of services 1997, and RM10 stores duty.	es				
		tax 8% and RM10 stamp duty.  Age Limit: Passengers above the age of 15 years are covered for 100% of the participant benefi	its.				
		Passengers aged between 5 and 15 years are covered to 100% of all benefits offered. No cover will be provided for children below the age of 5 years. In the event that the actual number of passengers exceed the number stated in the declaration of the certificate, the Company's limit of liability per person will be reduced by the ratio of the actual number of passengers declared. This limitation shall not apply to the driver.					
4.	Under Schedule 10 of the	Does the Applicant wish to make a nomination?					
	Islamic Financial Services Act 2013 a Participant who	Financial Services					
	has attained the age of 16 years may nominate a	If Voc places complete the Namination Form as provided together with the contificate decument					
	natural person to receive certificate moneys payable	If Yes, please complete the Nomination Form as provided together with the certificate document.					
	upon his death.						
INS	TRUCTIONS: Please provide u	s with your bank account details, for the purpose of crediting refund of contribution or claims, if an	y.				
C.	BANK ACCOUNT DETAILS	S FOR CREDITING ANY REFUNDS OR CLAIM PAYMENT	_				
Ва	ank Name						
Ac	count Type	Saving Current					
Ac	count Number						
Na	ame as used for Account						
INS	TRUCTIONS: Please provide u	s your credit card or cheque details for payment of contribution. Please only select one (1) option.					
D.	PAYMENT METHOD						
l wis	sh to pay my contribution RM	Payment date/					
Ву:	By: Cash						
	Cheque (Please cross th	ne cheque and made payable to 'Etiqa General Takaful Berhad')					
	Bank	Cheque Number Cheque Date Amount (RM)					

Credit Card	
Cardholder's Name	
☐ Visa ☐ Master Card	
Card Number  Credit Card Expiry Date (mm/yy)	
INSTRUCTIONS. Please confirm your agreement to the following declarations by signing below. All declarations are mandatory e	xcept

## E. DECLARATIONS

1. I/ We have read and understand the contents of this application, including all notices therein.

item 11 below where you must select the option to agree (Yes) or disagree (No)

- 2. I/ We understand and agree that the contract of takaful that I have applied for shall only take effect on the date the contract of takaful has been issued by Etiqa General Takaful. I/ We understand that the contract of takaful will only be issued following the assessment by Etiqa General Takaful, and provided that the full contribution has been received by Etiqa General Takaful. I/ We understand that if the initial contribution is paid by cheque, the contract of takaful will only take effect once the cheque has been cleared.
- 3. I/ We understand that failure to take reasonable care in answering the questions may result in avoidance of my contract of takaful, refusal or reduction of my claim(s), change of terms or termination of my contract of takaful.
- 4. I/ We understand that the above duty of disclosure shall continue until the time my contract of takaful is entered into, varied or renewed with Etiqa General Takaful.
- 5. I/ We understand that I/ We have a duty to tell Etiqa General Takaful immediately after this contract of takaful has been entered into, varied or renewed, whether any of the information given in this application is inaccurate or has changed.
- 6. I/ We agree to notify Etiqa General Takaful of any change in my occupation and personal pursuits (example hobbies, sport activities) which would affect the risk profile during the period of takaful.
- 7. I/ We confirm that the agent has fully explained the terms and conditions of the contract of takaful in a language that I/ We understand and has presented and provided me with a product disclosure sheet.
- 8. I/ We agree that any payment by Etiqa General Takaful to the account details provided by me in Section C of this application, will be deemed as full payment and Etiqa General Takaful shall be released and fully discharged from further liability and demand in relation to the payment. I/ We confirm that the bank account details in Section C is active and maintained in Malaysia.
- 9. I/ We understand that contributions will be subjected to relevant charges or taxes, as deemed necessary by the Malaysian tax authorities.
- 10. I/ We agree to participate in this General Takaful scheme based on the principle of takaful. I/ We agree to pay the contribution on the basis of Tabarru' (donation) for the purpose of mutual support of other participants and with this contribution, I/ We am/ are entitled to the takaful cover expressed in the terms and conditions of the Takaful Certificate. Payment of sum covered to participants is payable from the General Takaful Fund (Fund) based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, I/ We agree to appoint Etiqa General Takaful to act on My/ Our behalf to invest and manage the Fund. The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, I/ We agree to pay the Wakalah Fee (as shown in the Product Disclosure Sheet) to Etiqa General Takaful, as a deduction from contributions, to cover the expenses of investing and managing the Fund.

I/ We agree to authorize Etiqa General Takaful to delegate its rights, duties and obligations to any third party as Etiqa General Takaful deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, Etiqa General Takaful will remain liable and responsible for all such rights, duties and obligations towards Me/ Us.

I/ We understand that at the end of each financial year, the distributable surplus (if any) from the General Takaful Fund will be determined by Etiqa General Takaful and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Shariah Committee of Etiqa General Takaful. I/ We agree that fifty percent (50%) of the distributable surplus (if any) will be paid to Etiqa General Takaful for operating and managing the Fund, based on the contract of Ju'alah (reward), and the balance of fifty percent (50%) will be shared amongst participants whose certificates have not terminated and who have not made any claim within the financial year.

I/ We further agree that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM10.00), it will automatically be credited into charitable fund which will be utilized as 'Amal Jariah' on behalf of the participants. The Fund will be distributed to eligible recipients as approved by Shariah Committee of Etiqa General Takaful for charitable purposes.

#### Definitions

"Tabarru" means contribution, donation or gift. In relation to the Takaful contract, it means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

"Ju'alah" is a reward contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to the Takaful Contract, it refers to the reward given to the Takaful Operator (EGTB) agreed upfront by the Participant and the Takaful Operator for good management of the fund.

"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 imposition of a fee. In relation to the Takaful Contract, it means that the Participant have appointed Etiqa General Takaful to invest and manage the General Takaful Fund on his/her behalf.

### 11. PERSONAL DATA PROTECTION ACT 2010

I/ We agree to allow Etiqa General Takaful to process My/ Our personal data, including sensitive personal data, with the intention of entering into a contract of takaful in compliance with the provisions of the Personal Data Protection Act 2010.

I/ We agree that any personal data collected or held by Etiqa General Takaful, whether contained in this application or subsequently obtained, may be held, used, processed and disclosed by Etiqa General Takaful to individuals or organizations related to and associated with Etiqa General Takaful, or any selected third parties (within or outside Malaysia, including medical institutions, retakaful, claim adjusters, claim investigators, solicitors, industry associations, regulators, statutory bodies, and government authorities), for the purpose of processing this application, providing subsequent service related to it, and to communicate with me for such purposes.

I/ We understand that I/ We have a right to obtain access to, and to request correction of any personal data held by Etiqa General Takaful concerning me. I/ We understand that such request can be made by completing the Access Request Form available at all Etiqa General Takaful branches or contacting Etiqa General Takaful via email at PDPA@etiqa.com.my. I/ We understand that in accordance with the provisions of the PDPA, I/ We may contact the Customer Service Centre at Etiqa Oneline 1300 13 8888 for the details of My/ Our personal data and that such information shall only be granted upon verification of my identification.

Т	I/ We agree that Etiqa General Takaful share My/ Our personal data within the Maybank Group and selected third parties, as Etiqa G Takaful deems fit, and I/ We may receive marketing communication from Etiqa General Takaful or from these other third parties products and services that may be of interest to me.					
	Yes	No				
		Signature of Applicant			Date	
		Orginature of Approant			Date	

# FOR OFFICE USE

HQ/Branch Name	Distribution Channel Code	
Channel	Distribution Channel Name	

Etiqa Oneline 1300 13 8888