

## APPLICATION FORM

### GOODS IN TRANSIT TAKAFUL

*Etiqa General Takaful Berhad ("Etiqa General Takaful") is licensed under the Islamic Financial Services Act 2013 to transact both life and 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", "you", "your", "me" or "my", means the Applicant unless the section instructions indicates otherwise.
2. Pursuant to Paragraph 5 of Schedule 9 of the 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.
3. 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 certificate of takaful.
5. Please notify the intermediary or Etiqa General Takaful Berhad of any change in your correspondence address, or other contact details. If you have an enquiry or require further information, please contact Etiqa Online by calling 1300 13 8888 or +603 2297 3888, or write to Etiqa General Takaful Berhad (9557-T), Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to +603 2297 3800, or e-mail at [info@etiqa.com.my](mailto:info@etiqa.com.my)
6. If you have a complaint, dispute or feedback in connection with this proposal, please contact Etiqa General Takaful Berhad, Complaints Unit via e-mail at [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my), by calling 1300 13 8888 or +603 2780 4500, or by post to Complaints Management Unit, Level 6, Tower B, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.
7. If you are dissatisfied with the conduct of Etiqa Takaful, you may refer to Bank Negara Malaysia via e-mail at [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my), by calling 1300 88 5465, by facsimile to +603 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 Etiqa Takaful, you may refer to the Ombudsman for Financial Services via e-mail at [enquiry@ofs.org.my](mailto: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 Sulaiman, 50000 Kuala Lumpur.
8. Please answer the form in black ink using block letters or ticking one (1) of the options, as is applicable.

#### A. Basic Information

Company Name					
Company Registration No.		Date of Company Registration:	No. of Years in Business:		
Occupation/ Nature of Business					
Contact Details	Phone	Mobile:	House:	Office:	
	Fax No.		Email		
Address	Postcode:		Town:		State:
Bank Account Details (Current or Savings Account)	Bank Name				
	Account Type	<input type="checkbox"/> Current		<input type="checkbox"/> Savings	
	Account Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
	Account Effective Date				

B. Certificate Information			
Period of Coverage	From (dd/mm/yyyy):		To (dd/mm/yyyy):
Please give details of the nature of the goods to be insured.			
Please complete the following schedule	Limit Per Carrying (Maximum Liability)		
	Estimated Annual Carrying		
If goods are temporarily housed overnight whether on or off vehicle state	<p>a) The addresses of the building</p> <p>b) The maximum value of goods in any one building</p> <p>c) Whether loaded vehicles are parked in the open. If so, the precautions taken to prevent loss or damage.</p>		
<p>Please state whether the vehicles are used for local or long distances (Specify towns and locations where you mainly operate)</p> <p>Please state whether the vehicles are used for local or long distances (Specify towns and locations where you mainly operate). Cont.</p>	<p>a) The vehicles are fitted with closed bodies. If not what precautions are taken to protect the load?</p> <p>b) All vehicles will be loaded by your employees</p> <p>c) All vehicles are left loaded and unattended</p> <p>i. Overnight</p> <p>ii. At other times. If so, what arrangements do you make for garaging and safe custody?</p> <p>d) All vehicles are fitted with immobilisers, alarms tracking systems or other security devices. If not, are any vehicles so fitted?</p>		

	<p>e) Any of your drivers have ever had their licenses suspended or endorsed</p> <p>f) The vehicles carry fire extinguishers. If so, please state make.</p>												
<p>Please provide information on previous Takaful cover</p>	<p>a) Has a proposal for Goods in Transit Takaful certificate ever been submitted by you to any company?</p> <p>b) If so, please state to whom and with what result</p> <p>c) Has renewal ever been declined, or not invited?</p> <p>d) Has an increased rate or any special conditions been imposed?</p> <p>e) Has such proposal been declined or takaful cancelled?</p>												
<p>Please state complete record of loss or destruction of or damage to Goods in Transit during the past 3 years.</p>	<table><thead><tr><th>Date</th><th>Claims Amount</th><th>Nature of Loss</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	Date	Claims Amount	Nature of Loss									
Date	Claims Amount	Nature of Loss											

### C. Declaration

1. I/We have read and understand the contents of this application, including all notices therein.
2. I/We understand and agree that the contract of takaful that I/We have applied for shall only take effect on the date the contract of takaful has been issued by Etiqa General Takaful Berhad. I/We understand that the certificate of takaful will only be issued following the assessment by Etiqa General Takaful Berhad, and provided that the full contribution has been received by Etiqa General Takaful Berhad. I/We understand that if the initial contribution is paid by cheque, the certificate 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/Our contract of takaful, refusal or reduction of My/Our claim(s), change of terms or termination of My/Our contract of takaful.
4. I/We understand that the above duty of disclosure shall continue until the time My/Our contract of takaful is entered into, varied or renewed with Etiqa General Takaful Berhad.
5. I/We understand that I/We have a duty to inform Etiqa General Takaful Berhad immediately that 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 Berhad of any change in My/Our business which would affect the risk profile during the period of takaful.
7. I/We confirm that the intermediary 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/Us with a product disclosure sheet.
8. I/We agree that any payment by Etiqa General Takaful Berhad to the account details provided by Me/Us in "Bank Account Details" of this Application, will be deemed as full payment and Etiqa General Takaful Berhad shall be released and fully discharged from further liability and demand in relation to the payment. I/We confirm that the bank account details are 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. Personal Data Protection Act 2010 (PDPA)

I/We agree to allow Etiqa General Takaful Berhad 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 Berhad, whether contained in this application or subsequently obtained, may be held, used, processed and disclosed by Etiqa General Takaful Berhad to individuals or organizations related to and associated with Etiqa General Takaful Berhad, or any selected third parties (within or outside Malaysia, including medical institutions, reinsurers, retakaful operators, 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/Us 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 Berhad concerning Me/Us. I/We understand that such a request can be made by completing the Access Request Form available at all Etiqa General Takaful Berhad branches or contacting Etiqa General Takaful Berhad 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 Online 1300 13 8888 for the details of My/Our personal data and that such information shall only be granted upon verification of My/Our identification.

I/We agree that Etiqa General Takaful Berhad may share My/Our personal data within Maybank Group and selected third parties, as Etiqa General Takaful Berhad deems fit, and I/We may receive marketing communication from Etiqa General Takaful Berhad or from these other third parties about products and services that may be of interest to Me/Us. (Please tick Your choice below).

☐ Yes ☐ No

#### 11. Takaful Aqad

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 upon payment of the contribution to the General Takaful Fund (Fund), I/We am/are entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby I/We agree to appoint Etiqa General Takaful Berhad 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 upfront Wakalah Fee (as shown in the Product Disclosure Sheet and the Takaful Certificate) to Etiqa General Takaful Berhad, as a deduction of certain amount from contribution, to cover the expenses of investing and managing the Fund whereby Etiqa General Takaful Berhad shall have the full discretion to waive part of the Wakalah fee.

I/We agree to authorize Etiqa General Takaful Berhad to delegate any rights, duties and obligations to any third party as Etiqa General Takaful Berhad deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that Etiqa General Takaful Berhad 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 Fund will be determined annually 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 Berhad. I/We agree that 50% of the distributable surplus (if any) will be paid to Etiqa General Takaful Berhad for operating and managing the Fund based on the contract of Ju'alah (reward). The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their takaful certificates.

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 to charitable fund which will be utilized as Amal Jariah on My/Our behalf. The fund will be distributed to eligible recipients as approved by Etiqa General Takaful Berhad's Shariah Committee for charitable purposes.

**Definitions:**

“**Ju'alah**” means reward contract in which one of the parties offers specified reward(s) to anyone who will achieve a determined result in a known or unknown period. In relation to the Takaful contract, it refers to the reward given to Etiqa General Takaful Berhad; agreed upfront by the Participant and Etiqa General Takaful Berhad for good management of the Fund.

“**Tabarru**” means contribution, donation or gift. In relation to the Takaful contract, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful 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, this means that the Participant has appointed Etiqa General Takaful Berhad to invest and manage the General Takaful Fund on his/her behalf.

\_\_\_\_\_  
Signature of Applicant / Company's Stamp  
Date : \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Date : \_\_\_\_\_

\*Witness must be at least 18 years of age and sound mind

**D. Document Checklist**

*To be completed by Intermediaries*

No	Document	Document Availability	
1.	Duly Completed Application Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Documentation to support the information needed requested in the Application Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.		Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Note:** This list is not exhaustive, additional requirement may be required if deemed necessary.

**E. For Office Use Only**

Source		Channel	
Distribution Channel Name		Distribution Channel Code	