

## **APPLICATION FORM**

## **DETERIORATION OF STOCK TAKAFUL**

Etiqa General Takaful Berhad ("Etiqa General Takaful") is licensed under the Islamic Financial Services Act 2013 to transact general Takaful 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/Us" 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.
- 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 intermediary should you not understand any of the terms and conditions, which relate to the benefits and your duties under the contract 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 Contact Centre by calling 1300 13 8888 or +603 2297 3888, or by facsimile to +603 2297 3800, or e-mail at info@etiqa.com.my
- 6. If you have a complaint, dispute or feedback in connection with this application, please contact Etiqa General Takaful Berhad, 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 +603 2785 3093, 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 General Takaful Berhad, you may refer to Bank Negara Malaysia via e-mail at bnmtelelink@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 General Takaful Berhad, 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 Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sultan Sulaiman, 50000 Kuala Lumpur.
- 8. Consumer education programmes on General Takaful and related topics are available on www.insuranceinfo.com.my.
- 9. 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 Reg	istration:		No. of Years in Business:		
Service Tax Details (If applicable)	Registration	No.			Servi	Service Tax Registration Date			
Occupation/ Nature of Business									
Contact Details	Phone	Mobile:			House:		Of	ffice:	
	Fax No.				Email				
Address									
	Postcode:			Town:		State	:		
	Bank Name								
Bank Account Details	Account Typ	Account Type		Current Savings Account Effective Date :					
	Account Number								



B. Certificate Information									
Period of Coverage	From (dd/mm/y	yyy):		To (dd/m	m/yyyy):				
Location of Risk / Territorial Limit									
	Postcode:	Tov	vn:	1		State:			
	Latitude:			Longit	ude:				
Interest Covered									
Applicant is	Owner	Les	sor	Le	ssee	tenan	t of the c	cold-storage house	
Claims History for the past three (3) years	Year Contribution/		Premium Pa	aid (RM)	Cla	nim(s) Incurred	l	No. of Claim	
									-
							l l		
Details on Cold Storage House	Room No								
	Area (m2)								_
		Height (m)							_
	Temperature	Temperature (°C)						_	
	Relative Air H	lumidity (%)							
	Carbon Dioxi	de (%)**							
	Oxygen (%)**	•							
	Air Pressure	(bar)**							
	In Operation		All ye	ear round		]	mont	hs in the year	
	Type Of Insulat	ion Material	Cork			ineral Wool		Foam Plastic	
	Last Check Date  Last Replacement Date								
	State Alternative Storage Facilities Percentage of Storage:								
	Address:								
	Have these fac	ilities been used	d in earlier i	nstances	?		Yes	☐ No	
Details on Refrigerating Plant	Does a Machin	ery Breakdown	Certificate/I	Policy exi	sts?		Yes	☐ No	
	If <b>YES</b> , please s	pecify with which	Takaful/Ins	urance Pr	ovider and	I since when			
	When the refrig	gerating plant wa	as first put	into opera	ation? (da	d/mm/yyyy)			
	•								



Details on Refrigerating Plant	Refrigerating capacity remains when cold-storage rooms are fully stored Percent (%):						
	Type of Refrigerant:						
	NH3 Freon 22 Treon 12 Others (Please specify)						
	Pipes carrying refrigerant are located:						
	On the ceiling On the walls On the floor						
	Supervision is done by:						
	By own staff By 3rd party by						
	Maintenance Schedule is:						
	☐ Irregular ☐ Regular at intervals of months ☐ Others (Please specify)						
	Maintenance is carried out by:						
	Manufacturer Lessor Own Staff Maintenance Firm						
Details on Control & Alarm System Device(s) in Place	Description No. of Control & Alarm System						
System Device(s) in Flace	Temperature						
** To be answered only in the case of CA Storage (See item 7	Rel. air humidity**						
below)	CO2 concentration**						
	CO concentration**						
	Air pressure inside the rooms**						
	Is there also an independent calibrated reference thermometer in each cold-storage room?  Yes No						
	Check intervals for control and alarm system devices (hours)						
	Description No. of Hours						
	Temperature						
	Rel. air humidity**						
	CO2 concentration**						
	CO concentration**						
	Air pressure inside the rooms**						
	Are there different arrangements for weekends or holidays?						
	Do you have any signaling devices installed to show disturbance or failure of the plant?						
	Yes. The alarm is given by:  Audib Iy Visibly						
	No. Then, what is preventation action(s) done to prevent losses?						

Details on Control & Alarm System Device(s) in Place (Cont.)	Maintenance Schedule is:  Irregular Re	egular at interva	als of months	s			
Details on CA Storage	Can the cold-storage rooms be	entered and in	spected while in us	e? Yes	☐ No		
	Is the condition of the goods ch	necked during s	storage?	Yes	☐ No		
Power Supply Details	Is failure of power supply to be	Covered?		Yes	☐ No		
,	Public power supply:						
	By ring main	By ring main Underground By single dead-end feeder					
	Laid	Ove	rhead	By double	dead-end feeder		
	Do you have your own power su	upply? Please p	provide details of you	ur power supply			
	Have you encountered any pow hours in the last two (2) years?	er interruption	of more than two (2	2)	No		
	Is operational standby generating equipment available at any time, which can produce the electrical capacity, required when the cold- storage house is fully stocked?  No						
	If YES, please provide the follow details:	ring T	otal Capacity:	kW No. of Un	nits:		
Please update the good(s) to be C	overed:						
Type and Grade	of Goods Stored	Maximum Quantity	No. of Chambers	No-Claim Period (Hours) *	Sum To Be Covered **		
* The "no-claims period" is the period (e.g. 12, 24, 48 hours or more) during which the goods stored cannot under any circumstances deteriorate due to a rise in temperature as a consequence of damage indemnifiable according to the conditions of a Machinery Breakdown Certificate and/or failure of power supply. The "no-claims period" depends fundamentally on the type and quantity of goods stored and on the specific features of the cold-storage insulation used  ** Estimated maximum selling price for the goods.							

# **Table: Specification of Refrigerating Plant**

Item No.	Quantity	Description of Items  Full description of all items including name of manufacturer, type, cooling capacity, speed, pressure, etc	Remarks gives details of spare units or spare parts available, internal repair facilities, replacement period, etc	Year of Manufacture	Replacement Value  State the current cost of replacing the equipment by new equipment of the same kind and capacity plus freight charges, custom duties, costs of erection



C. Beneficial Owner			
Other than the participant and nomineceive benefits from this certificate	inated beneficiary, is a	there any individual or entity the	nat have control over this certificate or will
Yes No			
(Mandatory if the question above is ans	swered "Yes")		
Name			
NRIC/Passport No.			
Mailing address	Postcode :	Town :	State :
Residential Address (If different from Mailing Address)	Postcode :	Town :	State :
Date of Birth			
Nationality			
Occupation			
Name of Employer			
Contact No.	Home :	Office :	Mobile :
D. Authorised Contact Person(s	s) of Applicant		
		Contact Person 1	Contact Person 2
*Name (As per NRIC or Passport)			
*Gender			
*ID Type Number ID Type (Old NRIC / Birth Cert / Army ID / Police ID / Passport)			
*New NRIC Number			
*Nationality			
*Date of Birth			

*Country of Birth	
*Designation	
*Office Phone Number	
Mobile Number	
Email Address	
*This field is mandatory.	

#### E. 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 contract 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 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/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, retakaful operators, reinsurers, 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 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 Oneline 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).

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## **Declaration (Cont.)**

#### 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 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.

I/We agree to authorize Etiqa General Takaful Berhad to delegate its 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 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 (wage). 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:**

"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 wage 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 Etiqa General Takaful Berhad agreed upfront by the Participant and Etiqa General Takaful Berhad 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, this means that the Participant have appointed Etiqa General Takaful Berhad to invest and manage the General Takaful Fund on his/her behalf.

Signature of Applicant / Company's Stamp	Signature of Witness
Date :	Date :
	*Witness must be at least 18 years of age and sound mind

# F. Document Checklist

To be completed by Intermediaries

No	Document	Document Availability			
1.	Duly Completed Application Form	Yes		No	
2.	Documentation to support the information needed requested in the Application Form	Yes		No	

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

G. For Office Use Only					
Source		Channel			
Distribution Channel Name		Distribution Channel Code			