

**TAKAFUL CASH CARE PA 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:**

- In this Application Form, the words "I/ We", "you", "your", "me" or "My/ Our", means the Applicant unless the section instructions indicates otherwise.
- 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 this 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.
- 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.
- 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 participated. You can obtain a copy of the nomination form from our agent or visit our website at [www.etiqa.com.my](http://www.etiqa.com.my) and submit the duly completed form to our nearest branch.
- 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 Online 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](mailto:info@etiqa.com.my)
- 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](mailto: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.
- If you are dissatisfied with our conduct, you may refer to Bank Negara Malaysia via e-mail at [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@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](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.
- Consumer education programmes on General Takaful and related topics are available on [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my).
- 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	<input type="checkbox"/> Mr <input type="checkbox"/> Datuk Seri <input type="checkbox"/> Datuk <input type="checkbox"/> Dato' <input type="checkbox"/> Tan Sri <input type="checkbox"/> Tun <input type="checkbox"/> Others _____ <input type="checkbox"/> Ms <input type="checkbox"/> Datin Seri <input type="checkbox"/> Datin <input type="checkbox"/> Dr <input type="checkbox"/> Puan Sri <input type="checkbox"/> Toh Puan		
*Name (As per NRIC/Passport)			
*Date of Birth (dd/mm/yyyy)	<input type="text"/> / <input type="text"/> / <input type="text"/>	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
*ID Type	<input type="checkbox"/> New NRIC <input type="checkbox"/> Others _____ <input type="checkbox"/> Old Identity Card		
*ID Number			
*Nationality	<input type="checkbox"/> Malaysian <input type="checkbox"/> Others _____		
*Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others _____		
*Occupation	<input type="checkbox"/> Manager/ Senior Executive <input type="checkbox"/> Pensioner <input type="checkbox"/> Self-employed <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Officer/Executive <input type="checkbox"/> Business Owner <input type="checkbox"/> Skilled Worker <input type="checkbox"/> Teacher/Lecturer <input type="checkbox"/> Clerical <input type="checkbox"/> Others _____		
*Nature of Employment/ Self Employment			
*Mailing Address			
	Town/City	Postcode	
	State	Country	



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 D 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 D 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' (wage), 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 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 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 has 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](mailto: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 identification.

I/ We agree that Etiqa General Takaful share My/ Our personal data within the Maybank Group and selected third parties, as Etiqa General Takaful deems fit, and I/ We may receive marketing communication from Etiqa General Takaful or from these other third parties about products and services that may be of interest to me.

Yes       No

Signature of Applicant

Date

**FOR OFFICE USE**

HQ/Branch Name		Sales Channel Code	
Channel		Sales Channel Name	