



HEAD OFFICE

Syarikat Takaful Malaysia Am Berhad 201701032316 (1246486-D)  
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Certificate No.	<input type="text"/>	Agent's Tel No.	<input type="text"/> - <input type="text"/>
Agent's Name	<input type="text"/>	Agent's Email	<input type="text"/>
Agent's Code	<input type="text"/>	Branch Code :	<input type="text"/>

## ERECTION ALL RISKS TAKAFUL PROPOSAL AND DECLARATION FORM

### IMPORTANT NOTES:

- 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 claims, change of the 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 Syarikat Takaful Malaysia Am Berhad (Takaful Malaysia). You also have a duty to tell Takaful Malaysia immediately if at any time after your contract of Takaful has been entered into, varied or renewed with Takaful Malaysia any of the information provided in the Erection All Risks Takaful Proposal Form ("Proposal Form") (or when you applied for this Takaful) is inaccurate or has changed.
- ANTI MONEY LAUNDERING NOTES:** In accordance with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and related Guidelines issued by Bank Negara Malaysia, Takaful Malaysia is required to verify the identity of its customers. In the event of insufficient proof of identification, it may result to non-acceptance of the proposal.
- CONTRIBUTION WARRANTY:** Certificate issued will be subject to a Contribution Warranty, whereby contribution must be paid within sixty (60) days from commencement of cover, failing which cover ceases from the inception date.
- CHANGE OF RISK OR CIRCUMSTANCES:** You should advise Takaful Malaysia as soon as practicable of any change to your normal business as disclosed in this application, such as changes in business activities, location, acquisitions and new overseas activities.
- SUBROGATION:** Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the certificate, that you will not seek to recover such loss or damage from that person, Takaful Malaysia will not cover you, to the extent permitted by law, for such loss or damage.

Please complete this form in full in CAPITAL LETTERS and cross [ x ] the boxes as appropriate.

### PART 1 : DETAILS OF PROPOSER / CONTRACTOR

1	Name and Address of Proposer / Contractor	<input type="text"/>	
		Postcode	State
		<input type="text"/>	<input type="text"/>
		Country	<input type="text"/>
2	Company Registration No.	<input type="text"/>	
3	Telephone	<input type="text"/> - <input type="text"/>	Fax <input type="text"/> - <input type="text"/>
4	E-mail Address	<input type="text"/>	

### PART 2 : CONTRACT DETAILS

1	Name and Address of Principal	<input type="text"/>	
		Postcode	State
		<input type="text"/>	<input type="text"/>
2	Name and Address of Contractor(s) and Sub Contractor(s)	<input type="text"/>	
		Postcode	State
		<input type="text"/>	<input type="text"/>

3	Name(s) and Address(es) of Manufacturers' of Main Items.														
		Postcode						State							
4	Name(s) and Address(es) of Firm Supervising Erection.														
		Postcode						State							
5	Title of Contract (if project consist of several sections, specify section(s) to be covered).														
		Postcode						State							
6	Contract Site														
		City / Town / Village													
		Country / Province / District													
7	Exact description of property to be erected (if second hand items are to be erected, please state) In case of machines : manufacturer's name, number, type, size, capacity, weight, pressure, temperature, revolutions & year of construction of major units. In case of complete factories : general drawing of plant, nature of civil engineering work (if any)														
8	<b>Period of Takaful :-</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Commencement of Takaful</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Duration of pre storage</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Commencement of erection work</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Duration of erection/construction</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Duration of testing</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">If maintenance coverage required</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Duration of maintenance</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Termination of Coverage</div> <div style="width: 60%; border-bottom: 1px solid black;"></div> </div>														
9	Have plans, design and materials of the kind used in this project been used and/or tested in?	a. Previous constructions?					<input type="checkbox"/> Yes	<input type="checkbox"/> No	b. Previous construction by contractor(s)?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
10	Is this an extension of an existing plant?	<input type="checkbox"/> Yes						<input type="checkbox"/> No							
11	Will operation of existing plant continue during erection period? (enclose plans where available)	<input type="checkbox"/> Yes						<input type="checkbox"/> No							
11	Have the buildings and civil engineering works already completed?	<input type="checkbox"/> Yes						<input type="checkbox"/> No							
12	Work to be carried out by sub contractors														

13	Is there any aggravated risks of	Fire, Explosion	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Flood, Inundation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Other		
14	Nearest river, lake, sea, etc	Name		
		Distance		
		Elevation of site above	a) Low water	b) Mean water
		c) Highest level recorded		
15	Are existing buildings and/or structures on or adjacent to the site, owned by or held in care, custody or control of the Contractor(s) or the Principal, to be covered against loss or damage arising out of or in connection with the contract works?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Limit of indemnity
		Exact description of these buildings/structures :		
16	Is third party liability (TPL) to be included? Give brief description of surrounding and existing buildings and/or structures not belonging to the Principal or Contractors (enclose maps if possible)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Limit of indemnity
17	Give details of any special extension of cover required			

### PART 3 : COVERAGE DETAILS

Please state hereunder the amounts you wish to cover and the limits of indemnity required.

#### Section 1 : Material damage

Items to be covered	Sum to be Covered
1 Contract work (permanent and temporary work, including all materials to be incorporated herein)	
1.1 Contract price	
1.2 Material or items Supplied by the Principal (s)	
2 Construction Plant and equipment	
3 Construction machinery (please attach list showing new replacement values of items)	
4 Clearance of debris (cover only up to the amount indicated)	
5 Property located on the Principal's premises or on site, belonging to the Principal or held in care, custody or control (limit of indemnity see Memo 4 of certificate)	
Total sum covered under Section 1	

#### Section 2 : Third Party Liability

Items to be covered	Limit Of Indemnity
1 Bodily inquiry	
1.1 Any one person	
1.2 Total	
2 Property damage	
Total limit to be applied under Section 2	

**PART 4 : DETAILS OF E-PAYMENT**

In order to facilitate the e-payment for any amount due and payable to you i.e. payout on claim, cancellation and surplus distribution, please complete this section.

Bank Account No. / :

Account Holder Name / :

Bank Name / :

**Terms and Conditions**

1. Direct Credit facility is only applicable for bank accounts maintained in Malaysia. For overseas customers, the Company will assess and allow overseas accounts on a case to case basis.
2. Direct Credit facility is applicable for Participant's / Certificate Owner's bank account only. Payment to other beneficiaries is to be considered on case by case basis.
3. Participant / Certificate Owner is to furnish a copy of the bank passbook or bank statement for verification of account details.
4. If the copy of bank passbook or bank statement is not provided, the Participant / Certificate Owner is deemed to have confirmed the account details provided in this form as valid and accurate.

\* In the event of invalid / inaccurate account details provided by the Participant / Certificate Owner resulting in payment being credited into third party bank account, the payment made thereto is still deemed as full payment made and the Company shall be released and fully discharged from all existing and future liabilities, claims and demand in relation to such payment.

**PART 5 : DISCLOSURE OF INFORMATION**

**Personal Data Protection Act 2010 (PDPA)**

I/We have read and understood the Privacy Notice made available on Takaful Malaysia's website at [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my). I/We agree that any of my/our personal information collected or held by Takaful Malaysia (whether contained in this application or otherwise obtained) ("my/our personal information") may be held, used, and disclosed by Takaful Malaysia to individuals or organisations related to or associated with Takaful Malaysia or any selected third party (within or outside of Malaysia, including retakaful and claims investigation companies and industry associations/federations) for the purpose of processing this application and providing subsequent service for this certificate including cross marketing, direct marketing and data matching for other Takaful Malaysia's products and services, in the manner set out in the said Privacy Notice. I/We understand that I/we have the right to obtain access to and to request correction of any of my/our personal information by contacting Takaful Malaysia's Customer Service at 1-300 88 252 385 or email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). I/We further understand that I/we may object the use of my/our personal information by Takaful Malaysia for cross marketing, direct marketing and data matching purposes, by completing the Endorsement Form which I/we can obtain at Takaful Malaysia's website at [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my).

**Marketing Consent for Third Parties**

I/We hereby consent and agree that any of my/our personal information collected or held by Takaful Malaysia (whether contained in this application or otherwise obtained) maybe disclosed by Takaful Malaysia to any selected third party for the purposes of cross marketing, direct marketing and data matching for such third party's products and services, and to communicate with me/us for such purposes. I/we understand that I/we have a right to withdraw this marketing consent by completing the Endorsement Form which I/we can obtain at Takaful Malaysia's website at [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my).

Yes                       No

## PART 6 : THE AQAD

I/We, to the best of my/our knowledge hereby declare and confirm that the statements in this Proposal Form are true and correct and I/we have not concealed, misrepresented or misstated any material fact.

### SECTION A

#### (i) Contribution & Charges

I/We agree to participate in this product and pay a portion of the contribution into the General Takaful Fund (GTF) based on Tabarru'. I/We authorize the company based on Wakalah to manage the GTF and in return, the company will receive 45% of the contribution as Wakalah Fee.

#### (ii) Surplus & Deficit

I/We also agree that 50% of distributable surplus arising from the GTF will be kept in the GTF to prepare and provide for any high claims experience and 50% of the distributable surplus will be received by the company as a performance incentive based on Ju'alah. If the GTF is in deficit, I/We agree to accept an interest-free loan which will be provided by the company to the GTF based on Qard.

### SECTION B : TREATMENT OF SMALL PAYMENT AMOUNTS

I/We hereby agree that where any amount due and payable to me resulting from a refund/ surrender/maturity/termination/claim that is to be made other than by way of electronic payment, such payment will only be made to me/us if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), Takaful Malaysia will donate to charity as approved by Takaful Malaysia.

This aqad will form part of the Takaful contract.

Date (DD/MM/YYYY)

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Signature of Proposer

## PRIVACY NOTICE

Dear customers,

This privacy notice for personal data ("Privacy Notice") is issued to all customers of Syarikat Takaful Malaysia Am Berhad which (includes all its subsidiaries, related and/or associated companies collectively as the context requires) ("Company", "we", "us" or "our"), pursuant to the statutory requirements of the Personal Data Protection Act 2010 ("PDPA").

Your personal data includes, but is not limited to, any personal information about you concerning your name, age, gender, address, NRIC number, telephone number and email address, marital status, creditworthiness, physical or mental health or medical condition ("Personal Data").

During your course of dealings with us, we will collect and process your personal data from various for purposes, including to communicate with you, provide products and/or services to you, administer and give effect to your commercial transactions with us, respond to your enquiries or complaints, provide you with information and/or updates on products, services and/or marketing promotions offered by us and selected third parties and other purposes required to operate and maintain our business functions as a takaful operator as set out in the Company Privacy Notice (collectively referred to as "Purposes").

We will not disclose any of your personal data to any third party without your consent except to the Company's group of companies (including the Company's subsidiaries, related and/or associated companies collectively as the context requires), our professional advisers, vendors, suppliers, agents, contractors, service providers, business partners, reinsurers, retakaful operators, banks and/or financial institutions, within or outside Malaysia, where necessary, for the Purposes mentioned above, to any party who undertakes to keep your personal data confidential, to any person as set out in our Privacy Notice, or to whom we are compelled or required under the law to disclose to.

It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this Privacy Notice, we will not be able to effectively provide products and/or services to you or process your personal data for any of the Purposes, if at all. We are committed to ensuring that your personal data is stored securely. You have the right to request for access to, request for a copy of and request to update or correct, your personal data held by us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.

By providing your personal data to us you consent to us processing your personal data in accordance with this Privacy Notice, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

When you give us personal data about another person, you confirm that they have appointed you or you have legal authority / responsibility to act for them, to consent to the processing of their personal data and to receive on their behalf, any data privacy notices.

We reserve the right to update and amend this Privacy Notice or Takaful Malaysia Privacy Notice from time to time. We will notify you of any amendments to this Privacy Notice or Takaful Malaysia Privacy Notice via announcements on our website or other appropriate means.

This Privacy Notice is to be read together with Takaful Malaysia Privacy Notice which is available on our website at [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my).