



HEAD OFFICE

Syarikat Takaful Malaysia Am Berhad (1246486-D)
26th Floor, Annexe Block, Menara Takaful Malaysia,
No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur,
P.O Box 11483, 50746 Kuala Lumpur

W takaful-malaysia.com.my
T 1-300 88 252 385
F 603-22740237
E csu@takaful-malaysia.com.my

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"/>

CONTRACTOR'S ALL RISKS TAKAFUL PROPOSAL AND DECLARATION FORM

WARNING : NON-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 claim(s), 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 us. You also have a duty to tell us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with us any of the information provided in the Proposal Form (or when you applied for this Takaful) is inaccurate or has changed.

A certificate will be issued within thirty (30) days after your application is accepted by the Company.

CONTRIBUTION WARRANTY : Certificate issued will be subject to Contribution Warranty, whereby contribution must be paid within Sixty (60) days from commencement of cover, failing which the cover will cease from the inception date.

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

PART 1 : DETAILS OF PROPOSER / CONTRACTOR

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

PART 2 : CONTRACT DETAILS

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

11	Subsoil Conditions	<input type="checkbox"/> Rock <input type="checkbox"/> Gravel <input type="checkbox"/> Sand <input type="checkbox"/> Clay <input type="checkbox"/> Filled Ground				
		Other Subsoil Conditions				
		Do geological fault exist in the vicinity				
12	Ground water	Depth :				Extent and method of lowering
13	Nearest River, Lake, Sea, etc	Name :				
		Distance :				
		Elevation of site above		a) Low water	b) Mean water	
		c) Highest level recorded				
14	Are extra charges for overtime, nightwork, work on public holidays to be included?	<input type="checkbox"/> Yes		<input type="checkbox"/> No		
	Limit of Indemnity					
15	Is third party liability (TPL) included?	<input type="checkbox"/> Yes		<input type="checkbox"/> No		
	Has (have) the contractor (s) and/or subcontractor (s) concluded separate certificates for TPL?	<input type="checkbox"/> Yes		<input type="checkbox"/> No		
	If so, please give details					
	Limit of Indemnity					
16	Details of existing buildings or surrounding property possibly affected by the contract work, such as by excavating, underpinning, piling, vibration, groundwater lowering etc.					
17	Are existing buildings and/or adjacent to the site, owned by or held in care, custody or control of the Contractor (s) or the Principal, to be covered againsts loss or damage arising out of or in connection with the contract works?	<input type="checkbox"/> Yes		<input type="checkbox"/> No		
	Exact description of these buildings/structures					

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)	
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 and the IC no. / Passport no. that was used to open the bank account for verification purpose.
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 any invalid / inaccurate account details provided by Participant / Certificate Owner results in payment being credited into a third party bank account, the payment made thereto is still deemed as full payment for Refund / Surrender/ Partial Withdrawal / Claims / Cancellation / Others and the Company shall be released and fully discharged from all existing and future liabilities, claims and demands in relation to such Refund / Surrender / Partial Withdrawal / Claims / Cancellation / Others.

PART 5 : DISCLOSURE OF INFORMATION**Personal Data Protection Act (PDPA) 2010**

I/We will refer to the Certificate Wording for the terms and conditions, and all personal information collected by the Company can be used for profile creation & marketing purposes.

Note : If I/We wish to amend the consent for receiving marketing materials, I/We may opt in or opt -out by completing the Endorsement Form .

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 hereby appoint the Company under the Wakalah contract to manage and invest My/Our Contribution in the manner deemed fit by the Company in accordance with the Shariah. I/We hereby acknowledge and allow the Company to deal with My/Our Contribution in the following manner:

- To deduct a certain percentage of the Contribution as Wakalah Fee to the Company as stated in the Schedule of Wakalah Fee; and
- To credit the balance of Contribution as Tabarru' (as disclosed in the Certificate) to the General Takaful Fund ("GTF") which will be used to help other participants in times of misfortune.

(ii) Surplus & Deficit

I/We hereby consent and acknowledge that any surplus arising from the GTF, if any, will be determined and distributed at the Company's sole and absolute discretion where the annual amount of surplus distribution between Me/Us and the Company is in accordance with the rates as stated in the Schedule of Surplus Distribution.

If the GTF is in deficit, and after having exhausted all available avenues, a loan from the Company on Qardh will be taken. The loan will be granted without interest. The Qardh will be repaid when the GTF returns to surplus position and before any surplus is distributed.

SECTION B : SCHEDULE OF WAKALAH FEE

45% of Contribution

SECTION C : SCHEDULE OF SURPLUS DISTRIBUTION

Distribution of Surplus in GTF

- 50% of the distributed surplus will be paid to Me/Us; and
- 50% of the distributed surplus will be paid to the Company

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 our Company Privacy Notice from time to time. We will notify you of any amendments to this Privacy Notice or our Company Privacy Notice via announcements on our website or other appropriate means.

This Privacy Notice is to be read together with the Company Privacy Notice which is available on our website at www.takaful-malaysia.com.my.