



Certificate No. / No. Sijil :		Agent's Tel No. / No. Tel Ejen :	-
Agent's Name / Nama Ejen :		Agent's Email / Emel Ejen :	
Agent's Code / Kod Ejen :		Branch Code / Kod Cawangan :	

MEDICAL MALPRACTICE INDIVIDUAL PRACTITIONER TAKAFUL PROPOSAL 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 voidance 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 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 Medical Malpractice Individual Practitioner 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 proposal form in full in CAPITAL LETTERS and tick [✓] the boxes as appropriate.

PART 1: DETAILS OF PROPOSER / PARTICIPANT

1	Name of Proposer / Participant	
2	NRIC/Passport No	
3	Date of Birth	
4	Contact No	
5	Email	



P.O. Box 11483, 50746 Kuala Lumpur

E csu@takaful-malaysia.com.my

[illegible]

1	Do you currently have any medical malpractice individual practitioner's Takaful/Insurance	Yes	☐	No	☐
	If Yes, please provide details: -				

2	Have you ever had any application for medical malpractice individual practitioners Takaful/Insurance refused, or had any medical malpractice individual practitioners Takaful/Insurance coverage rescinded or cancelled? If YES, please provide details on a separate sheet, noting the Section number. Yes ☐ No ☐
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1	Have any claims ever been made, or lawsuits been brought against you?	Yes ☐	No ☐
2	Are you aware of any errors, omissions, offences, circumstances or allegations which might result in a claim being made against you?	Yes ☐	No ☐
3	Have you ever been the subject of disciplinary action or investigation by any authority or regulator or professional body?	Yes ☐	No ☐
4	Have you ever been the subject of a criminal investigation or had criminal charges brought against you? For the purposes of this question, please disregard traffic or minor motor vehicle licensing offences.	Yes ☐	No ☐

- the date of the claim, suit or allegation;
- the case number and/or the reference number of the claim, suit or allegation;
- the details of the court and/or organization which the claim, suit or allegation was filed;
- the date you notified your previous Takaful operator/Insurance company;
- the name of the claimant(s) and/or the establishment(s);
- the allegations made against you;
- the amount claimed by the claimant(s);
- whether the status is on-going or finalised; and
- the amount that has been paid for the claims and defence costs to date.



PART 4 : APPLICATION FOR TAKAFUL COVER

1	Medical Status and Registered Specialty (Please provide a copy of your Annual Practicing Certificate (APC)). Please specify : -	
2	COVERING LIMIT (PER ANNUM)	
	☐ RM 250.000.00 ☐ RM 500.000.00 ☐ RM 1,000.000.00 ☐ RM 1,500.000.00 ☐ RM 2,000.000.00 ☐ RM 3,000.000.00 ☐ RM 5,000.000.00	
3	COMMENCEMENT OF TAKAFUL	
	From : _____ To : _____	

PART 5 : 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 or surplus distribution, please complete this section.

Bank Account No. :

Account Holder Name :

Bank Name :

Terms and Conditions

- Direct Credit facility is only applicable for bank accounts maintained in Malaysia. For overseas customers, Takaful Malaysia will assess and allow overseas accounts on a case to case basis.
- Direct Credit facility is applicable for Proposer's / Certificate Owner's bank account only. Payment to other beneficiaries is to be considered on case by case basis.
- 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.
- 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 the Participant / Certificate Owner which 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 Takaful Malaysia 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 6 : 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. 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. 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.

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) may be 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.

Yes ☐ No ☐



PART 7 : THE AQAD / DECLARATION

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/We agree to participate in this product and pay 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 55% of the contribution as Wakalah Fee.

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 a charity organisation as approved by Takaful Malaysia.

SECTION C: DECLARATION AND SIGNATURE

- I/We am/are aware that it is my pre contractual duty of disclosure that I/we must exercise reasonable care not to misrepresent i.e. to give false answers information when answering any questions asked by Takaful Malaysia.
- I/We have read and understood the Important Notices contained in this application.
- I/We agree that this proposal, together with any other information or documents supplied, will form the basis of a contract of Takaful with Takaful Malaysia.
- I/We acknowledge that if this application is accepted, the contract of Takaful will be subject to the terms and conditions as set out in the certificate wording as issued or as otherwise specifically varied in writing by Takaful Malaysia.
- I/We declare, after inquiry, that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.
- I/We undertake to inform Takaful Malaysia of any material alteration to those facts before completion of the contract of Takaful.

This Proposal Form must be reviewed, signed and dated by a duly authorised Principal, Partner or Director of the Proposer. The authorised person who signs on behalf of the Proposer further confirms to Takaful Malaysia that he or she is authorised to do so.

This aqad will form part of the Takaful contract.

Date
(DD/MM/YYYY)

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Signature of Proposer / Participant :



For Agent's or Office Use Only
Verification of Customer's Identity
(As per requirement of Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001)

DECLARATION BY TAKAFUL AGENT AND SALES OFFICER

1. I hereby declare that all information contained in this Proposal Form is the only information given to me by the Proposer and I have not withheld any other information which might influence the acceptance of this proposal by Takaful Malaysia.
2. I have provided to the Proposer the Medical Malpractice Individual Practitioner Takaful product disclosure sheet together with this Proposal Form.
3. I hereby declare that I have sighted the original MyKad / Birth Certificate / Passport or related identification document and verified the identity of Proposer through the use of MyKad / Birth Certificate / Passport or other related identification documents.
4. I hereby declare that the Proposal Form is completed in compliance with Section 16 (2) of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

Third Party Verification :

Signature : _____

Date
(DD/MM/YYYY)

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Name : _____

MyKad No :

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"Third Party" means Takaful agents, Takaful brokers or staff of Takaful Malaysia.

Note:

You are advised to keep the receipt as proof of payment of contribution.



PRIVACY NOTICE / NOTIS PRIVASI

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, retakaful operators reinsurers, 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.