

MISCELLANEOUS PROFESSIONAL INDEMNITY TAKAFUL

This Proposal is to be completed by the Proposer or an Authorised Representative of the Proposer. All questions should be answered fully and accurately.

Signing of this Proposal does not bind the Underwriters to offer, nor the Proposer to accept takaful, but it is agreed that this Proposal shall be the basis of any takaful issued. No inference should be made. However from the inclusion of any question in this Proposal that the subject matter to which that question relates will be covered under the Certificate. The Certificate terms are only as stated in the Certificate which should be read carefully.

Attention is drawn to the Proposer's obligations at law to disclose all material facts which would affect the issuance of the proposed cover.

If there is insufficient space to complete the proposal, please use an additional sheet and attach it to this Form. (PLEASE INDICATE SECTION NUMBER)

Where provided, tick (✓) appropriate box to indicate answer

The Proposer will be referred to in this Proposal as "You" or "Your"

1. Details of Proposer (It is essential that you specify the names of all entities including service, administrative or nominee companies and subsidiaries that you wish to be covered by this certificate)

1.1 Name: _____

1.2 Address of head office or principal office: _____

1.3 Addresses of branch offices or other locations: _____

1.4 Date of establishment: _____

1.5 Proposer is a: Corporation Partnership Individual
Other Please specify: _____

Etiqua General Takaful Berhad (1239197-A)

(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)
Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Etiqua Online 1300 13 8888

1.6 Please supply the following details:

Names of all Partners/Principals /Directors	Age	Qualification(s)	Date Qualified	Period As Principal/	Practising Partner/ Director
				Proposer?	Previous practice/ organisation?

1.7 Please supply total numbers of:

- (i) Partners/ Principals/ Directors : _____
- (ii) Professional qualified staff : _____
- (iii) Other technical staff : _____
- (iv) Trainee staff : _____
- (v) Non-technical administrative staff : _____
- (vi) Clerical staff – receptionists/typists/etc. : _____
- (vii) Other staff (please specify)_____ : _____

Please enclose curriculum vitae for all Partners/ Principals/ Directors detailing qualifications and a summary of career experience

FOR SOLE PROPRIETORS ONLY – QUESTIONS 1.8 AND 1.9

1.8 State the experience of your assistants and their length of service

1.9 What arrangements do you have to assist you during your temporary absence on business, leave or sickness, or unforeseen emergency?

2. Details of Practice/Business

- 2.1(a) Has the name of the Practice/Organisation ever changed Yes No
- (b) Has any other practice or business amalgamated or merged with you? Yes No
- (c) Have you purchased any other practice or business? Yes No

If you have answered Yes to either (a), (b), or (c), please supply details:

- 2.2 Is any Partner, Principal or Director connected or associated (financially or otherwise) with any other practice or business? Yes No

If yes, please supply details: _____

- 2.3 Please list the professional bodies or associations to which the Proposer belongs

- 2.4(a) Please provide details of the precise nature of activities or business

- (b) Please categorise the activities or business outlined in Question 2.4(a) above and indicate the approximate percentage of your fee income derived from same

Type of Work	%
	%
	%
	%
	%
	%

(c) (i) Please provide details of advice given in relation to the activities or business outlined in Question 2.4(a) above

(ii) Are verbal reports always confirmed in writing? Yes No

If No, how do you substantiate such verbal reports? _____

2.5(a) Do you provide written reports to clients? Yes No

If Yes, please provide sample copies of typical reports together with details of disclaimer and/or warranties used in connection with such reports.

(b) Do contracts contain a hold-harmless agreement that benefits the Proposer? Yes No

2.6 Please provide brief description and fees for the five (5) largest contracts undertaken over the past five (5) years

Brief Description	Fees (RM)

2.7 Does any contract or client represent more than 50% of your annual work or fees?

Yes No

If Yes, please supply details _____

2.8 Describe the types of negligent acts, incidents, circumstances, exposures or E&O claims for which coverage is desired

2.9 Do you engage any consultants, sub-contractors or agents? Yes No
 If Yes:

(a) Do you insist they carry their own Professional Indemnity Takaful Yes No

(b) Do you enter into any hold-harmless agreements or otherwise waive any legal rights or entitlements which you may have against such consultants, sub-contractors or agents? Yes No

2.10 Do you envisage any substantial changes in your activities or are there any major new operations contemplated during the next 12 months? Yes No

If Yes, please supply details: _____

2.11 Do you issue any brochures or other promotional statements (including capability statements) describing your activities or services? Yes No

If Yes, please enclose copies.

2.12 Do you perform any work outside of Malaysia or for clients located overseas? Yes No

If Yes, please supply details _____

3. Financial Details

3.1 Please advise the date of your financial year end: _____

3.2 Please provide the amount of gross income/fees for the following:

	Malaysia	Overseas			
		USA/Canada	Europe	Australia/NZ	Rest of World
Current financial year (estimate)					
Last financial year					
Previous financial year					

3.3 Please provide the amount of the largest annual fee for anyone client (please name the client) _____

3.4 Please provide the approximate percentage of your activities (based on fee income) applicable to each State, Territory and Overseas:

State/ Territory	%
Malaysia	%
USA/Canada	%
Europe	%
Australia/NZ	%
Rest Of World	%

4. Claims Details

4.1 Has any Partner, Principal, Director or staff member ever been subject to disciplinary proceedings for professional misconduct? Yes No

If Yes, please supply details _____

4.2 Have any claims for negligence or breach of professional duty been made in the last ten (10) years against the Practice/Organisation or any of their predecessors in business or any prior Practice/Organisation of any of their present or former Partners, Principals or Directors, or have circumstances been notified to Takaful Operators/ Insurers that might give rise to a claim?

Yes No

If Yes, please provide the following details in respect to each matter:

Date Matter Notified	Name of Takaful Operator/ Insurer (if any)	Name of Claimant or Potential Claimant	Brief Description of the Matter	Amount Paid or Estimate of Potential Liability	Is Matter Finalised or Outstanding?

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4.3 Are any of the Partners, Principals or Directors, AFTER ENQUIRY, aware of any claim or circumstance that might give rise to a claim against the Practice/Organisation or any prior Practice/Organisation or any of their present or former Partners, Principals or Directors which matter is not referred to in Question 4.2 above? Yes No

If Yes, please provide the following details in respect to each matter

Name of Claimant or Potential Claimant	Brief Description of Matter	Estimate or Potential Liability

5. Details of Takaful Cover

5.1 Does the Practice/Organisation presently carry or has the Practice/Organisation ever carried Professional Indemnity Takaful? Yes No

If Yes, please supply details:

Takaful Operator: _____

Expiry Date: _____

Limit of Indemnity: _____

Contribution: _____

5.2 Has the Practice/Organisation or any Partner, Principal or Director ever been refused this type of takaful, or had similar takaful cancelled, or had an application of renewal declined, or had special terms imposed? Yes No

If Yes, please supply details: _____

6. Application for Cover

6.1 Limit of Indemnity required: _____ any one claim

_____ any one period

6.2 Deductible/Excess requested: _____ each and every claim

6.3 Extensions required:

- (a) Libel and slander
- (b) Previous Business
- (c) Incoming & Outgoing Partners/Principals
- (d) Fraud and Dishonesty
- (e) Loss of Document

7. Declaration

I/We declare that the statements and particulars in this proposal are true and that I/We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/us, shall form the basis of any contract of takaful affected thereon.

Signing this proposal does not bind the proposer or the underwriter to complete this takaful.

For and on behalf of _____
(insert name/ rubberstamp of proposer)

Signature of partner/principal/director _____

Date: _____ Place: _____



TAKAFUL AQAD

Declaration

I/We agree to participate in this General Takaful scheme based on the principle of Takaful. I/We agree to the concept of Tabarru' (donation) for the purposes of mutual support of other participants and upon payment of the contribution, I/We am/are entitled to the Takaful cover as per terms and conditions contained in the Takaful Certificate.

I/We agree to the Wakalah concept, whereby I/We nominate EGTB to act on My/Our behalf to invest and manage the General Takaful Fund (Fund). Accordingly, I/We agree to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet and the Takaful Certificate) to EGTB, as a deduction from contribution, to cover the expenses of managing and investing the Fund.

I/We agree to authorize EGTB to delegate any rights, duties and obligations to any third party as EGTB deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, EGTB 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 solely by EGTB. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus will be retained in the Fund based on the principle of Tabarru' so as to ensure its long-term viability and the remainder of 90% of the calculated surplus will be considered as distributable surplus. The 10% of the calculated surplus is subject to review on an annual basis by EGTB. We agree that 50% of the distributable surplus (if any) will be paid to EGTB for operating and managing the Fund based on the contract of Ju'alah. 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.

In the event of insufficient balance in the Fund to pay our Takaful Benefits during the period of Takaful, EGTB will make good the balance in the Fund under the principle of Qard (interest free-loan) from the shareholder's fund provided that the insufficiency is not due to EGTB's negligence. If the insufficiency is due to EGTB's negligence, EGTB will make the outright transfer for the insufficiency under the principle of Hibah (gift). I/We further agree that our future surplus arising from the Fund during our Takaful period can be used to pay for outstanding Qard to EGTB

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 Shariah Committee for charitable purposes.

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Ahli Kumpulan **Maybank**