

Loan No. **POLICY LOAN APPLICATION FORM**

PART 1: PARTICULARS AND LOAN APPLICATION	
Policy No.	
Full Name of Policy Owner as per NRIC/Passport	
Handphone No.	
Email Address	
Full Name of Life Assured as per NRIC/Passport	
Amount of Loan Applied	RM
Date of Loan Application	

I, the Policy Owner of the abovementioned Policy, wish to apply for a loan under the Policy ("Loan").

I understand and agree that the Loan to be granted to me shall be subject to the terms and conditions of the Policy and I shall be bound by the following terms and conditions:

- 1) The maximum Loan that can be granted shall not exceed ninety percent (90%) of the cash value available.
- 2) Before the Loan is granted, the Company shall first deduct from the Loan any premium due and unpaid or any amount owing to the Company under the Policy.
- 3) The Policy shall be the security for the Loan granted. Upon a claim for any benefit payable under the Policy, the Company shall have the absolute right to first deduct the Loan from the benefit payable and only the balance shall be payable to me.
- 4) The Company shall charge interest in arrears at the rate of 6.95% per annum or such other rate as the Company determines. The first interest shall be payable on the Loan from the date of the Loan to the next Policy Anniversary Date. Thereafter, the interest shall be payable in arrears annually on each of the subsequent Policy Anniversary Date.
- 5) Any interest not paid when due shall be added to the existing Loan and shall bear interest at the same rate on the same conditions.
- 6) You may at any time repay the Loan and any outstanding interest in full or in part.
- 7) If the Loan or other amounts owing to the Company exceeds the cash value, the Policy will lapse.

Reason(s) for Policy Loan: **CONSENT FOR eCORRESPONDENCES**

By completing the email address above or by updating the email address, I hereby consent to receive all future correspondence relating to the Policy via electronic format and I authorize Tokio Marine Life Insurance Malaysia Bhd. to email such correspondences to me.

		For Office Use:
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Loan No. \_\_\_\_\_

**PART 2: APPLICATION FOR DIRECT CREDIT**
☐ New Application

☐ Change of Account Details

Type of Account

☐ Savings

☐ Current

Name of Bank

Account No.

**PART 3: DATA PRIVACY & AUTHORISATION**

I/We have read and fully understood the Terms and Conditions herein. I hereby authorise the Company and its authorised data processor to process my personal data as disclosed herein for the Direct Credit payment facility.

I/We understand and agree that the information I/we supply will be collected, used and processed by the Company, its agents and its authorised parties (within or outside of Malaysia) for the purposes of processing this application and to facilitate the Company's function as an insurance company. I/We understand that I/We have a right to obtain access to and to request correction of my/our personal information held by the Company by contacting the Company's Customer Service Representatives.

Signed at \_\_\_\_\_ ( place ) on \_\_\_\_\_ ( date )

Signature of Policy Owner

Name :

NRIC No.:

\*Signature of Witness

Name :

NRIC No.:

Tel. No. :

I/We, the Trustee/Parent/Guardian hereby irrevocable give my/our consent to the Policy Owner to apply loan against the above stated policy.

Signature of Trustee/Parent/Guardian (where applicable)

Name :

NRIC No.:

\*Signature of Witness

Name :

NRIC No.:

Tel. No. :

Signature of Trustee/Parent/Guardian (where applicable)

Name :

NRIC No.:

\*Signature of Witness

Name :

NRIC No.:

Tel. No. :

**\*STATEMENT OF WITNESS :**

1. I hereby witness and certify that the signature(s) in this form was/were made before me and that to the best of my knowledge it is/are the signature(s) of the Policy Owner/Trustee/Parent/Guardian under the Policy.
2. The Witness must be at least 18 years of age and of sound mind.

**Note: A copy of NRIC/Passport/Birth Certificate of the Policy Owner/Trustee/Parent/Guardian is submitted for verification by the Company.**



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**PART 4: FATCA DECLARATION**
**DECLARATION OF U.S. PERSON AND CHANGE OF CIRCUMSTANCES**

 Are you a US Person (eg. US Citizen / U.S. Permanent Resident / Green Card Holder, etc?) ☐ Yes ☐ No

I/We understand that the Company, believing this statement to be true, will rely on it and act on it. In the event this statement is false, any policy issued may be considered void in which case the Company shall notify me/us and repay the premiums less reasonable charges and policy withdrawals. In view that this is a fundamental term, the Company shall be entitled to cancel this Policy and pay reasonable compensation to me/us in consideration of such termination.

\*Note: A false statement or misrepresentation of tax status by a U.S. citizen could lead to penalties under U.S. law.

\*Note: The below paragraph applies only to Account Holders who have or may have U.S. Indicia:

- (i) U.S. persons for U.S. federal income tax purposes; or
- (ii) If your tax status changes and you become a U.S. Person; or
- (iii) You or beneficiaries in connection with this Policy have indicated through information provided to us that you or such Beneficiary may be in fact a U.S. person for U.S. federal income tax purposes (including for example a U.S. address, a U.S. telephone number, a TIN, etc.)

The term "U.S. Indicia" as used below refers to any of the three circumstances described in (i) to (iii) above.

This is a fundamental term and in the event you have U.S. Indicia and fail after request to provide such information, consent and/or assistance as the Company may from time to time reasonably require to allow it to comply with its contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of information relating to you or Beneficiaries in connection with this Policy, The Company reserves the right and shall be entitled to take the necessary action which may include submitting the necessary reports, suspending your account/policy, withholding the necessary monies to be remitted, terminating this Policy and returning the cash value (if any) less any indebtedness without interest in the event of such termination.

**Declaration of Change of Circumstances:**

I/We agree to notify the Company within thirty days of any change in my status as U.S. person for the purposes of U.S. federal income tax. (Please note that on the making an application for insurance, a U.S. Person, example: U.S. citizen / U.S. Permanent Resident / Green Card Holder & etc must complete an IRS Form W-9).

**Note: Please take note that the Company will not be able to process this application without your consent to the above.**

You can find relevant FATCA forms and instruction on form completion from the below websites:

- **FATCA Forms for Entity**
  1. **W-8BEN-E**  
Form <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
  2. **W-9**  
Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw9.pdf>
- **FATCA Forms for Individual**
  1. **W-8BEN**  
Form <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
  2. **W-9**  
Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw9.pdf>

**PART 5: CRS DECLARATION**

1. The Income Tax (Automatic Exchange of Financial Account Information) Rules 2016 sets the Common Reporting Standard (CRS) for the purpose of automatic exchange of financial account information. This is a Self-Certification to be completed by you to the Company for the said purpose. The information collected herein may be transmitted by the Company to the government authorities or regulatory bodies for transfer to the tax authority of another country(ies).
2. You are required to immediately inform the Company of any changes in your tax residency status.
3. You are required to complete this Self-Certification in full (unless stated otherwise).
4. If you have any questions on Self-Certification or your tax residency status, please consult your tax, legal advisor and/or other professional advisors.

For further information on tax residency, please refer to the OECD website at <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

Do you have any tax residency in country(ies) other than Malaysia?

☐ Yes. Please complete the respective Tax Residency Self-Certification Form ☐ No\*

**Note: Please take note that the Company will not be able to process this application without your declaration.**

\* If the Policy Owner is a company, please complete Entity Tax Residency Self-Certification Form.



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**PART 6: FATCA & CRS DATA PRIVACY WAIVER**
**Applicable to both individuals and corporates**

"The Company is subject to and required to, or has agreed to, comply with certain legal, regulatory and/or other requirements (the "Reporting Requirements"). As such, I/we provide our express consent that the Company shall have the right to provide such personal data and information to any governmental authorities, regulatory bodies and/or any other person(s) in respect of the Reporting Requirements. I/We understand that such disclosures may involve the cross border transfer of personal data outside the jurisdiction and that such disclosures may be with respect to i) the personal data of the proposer, life assured, beneficiaries, trustees, personal representatives, nominees, assignees and other persons specified in this insurance application (collectively "other persons"), or any of them; ii) any information relating to this Policy; and iii) any information relating to any other policies held by the other persons or any of them. I/We understand that the Company will not be able to sell any insurance product to me/us and provide any service if I/we refuse to give the said express consent."

**TERMS & CONDITIONS OF DIRECT CREDIT PAYMENT FACILITY**

In consideration of the Company accepting this Direct Credit request, I agree to and accept the following terms and conditions:

1. I am the holder of the bank account specified above ("Account") and that the details thereof are correct, true and complete. I further confirm that I have full power and authority to operate the Account.
2. I hereby request and authorise the Company to credit any moneys that are due to me under my above-captioned Policy directly into this Account and I accept full responsibility for all transactions arising from the use of this Direct Credit payment facility.
3. The Direct Credit payment facility is only applicable to existing active individual savings or individual current account which must be maintained with one of the financial institutions offering MEPS INTERBANK GIRO (IBG) service. A list of IBG members can be found at <http://www.myclar.org.my>.
4. Any use of correction fluid on documents required for the purposes of this request will not be accepted.
5. The Company shall not be held responsible for any claims, loss, damage and/or expenses arising from the successful or unsuccessful processing of the debit due to exceeding credit limits, insufficient funds in my account, malfunction of system, electricity failure and any other factors beyond the Company's control.
6. I acknowledge and agree that the Direct Credit payment facility provided by the Company is solely for my/ our convenience and benefit.
7. I will notify the Company in writing of any changes to my Account or the discontinuance of this facility. Any change or cancellation will only be effective after the Company has duly acknowledged receipt of such notice.
8. Unless and until the Company receives written notification of my death, incapacity or revocation of this authorisation, this authorisation will remain in force and effective.
9. The Company may at its absolute discretion at any time terminate this facility without assigning any reason by giving me or the Policy Owner one day's written notice or change the Terms and Conditions herein without prior notice to me or the Policy Owner.
10. I shall immediately refund to the Company in full any moneys paid into this Account which I am not entitled to receive.
11. I hereby agree to keep the Company indemnified against any claims, loss, damage and/or expenses which the Company may suffer or incur as a result of the Company acting on my instruction.
12. I understand that any payment into the Account shall be a valid discharge of the Company's liability under the Policy.