# PRODUCT DISCLOSURE SHEET (PDS) - WILL WRITING

Please read this Product Disclosure Sheet before you decide to subscribe to our Will Writing service. Please also ensure that you have read the general terms and conditions.

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### 1 What is Will Writing?

#### a) ISLAMIC WILL WRITING

- Means an igrar\* of a person made during his lifetime with respect to his assets to be carried out for the purposes of charity or for any other purpose permissible by the Islamic Law, after his death.
- It is a legal document in which you declare your wishes for your loved ones and how to distribute your assets after you pass on. For a Muslim, it is permissible to write a Will and to make a bequest of one-third (1/3) of his asset to his loved ones, be they Muslim or not, or to charity as long as it is made in accordance with the Shariah law.

\*Note: Iqrar means an admission made by a person, in writing or orally or by gesture, stating that he is under an obligation or liability to another person in respect of some right.

#### b) **CONVENTIONAL WILL WRITING**

- A Will is a certificate/document of a person made during his/her lifetime in respect to his/her assets to complete something for the purpose of welfare or for any purpose permitted by law after he/she dies to his/her beneficiary(ies). It is therefore a document setting out final wishes. Upon one passing, the trustee and court shall read it, and they shall ensure that your final wishes are fulfilled.
- The Conventional Will is specifically described as a legally binding document for Individuals to state their wishes as to the distribution of their asset. It will supersede the Distribution Act 1958, in which you can control your distribution to your loved ones such as family members.

#### 2 What is a Last Will & Testament?

The Last Will and Testament is the final and latest Will executed by someone (The Testator) during his/her lifetime and will be presented by the Executor to the court to obtain Grant of Probate. The earlier Will (if any) written by the Testator will be null and void.

v001\_27Jan25 Page 1 of 4

# 3 What are the Shariah concepts applicable to the Islamic Will Writing? Wakalah The Bank adopts a Wakalah contract which means the transfer of responsibilities person from (representative/muwakkil) to another person one (representative/wakil). The representative manages all the duties delegated. b) Wasiyyah A written contract of a person made during his lifetime in respect to his assets, to be carried out for the purposes of charity or for any other purpose permissible by the Islamic Law, after his death. 4 Who is eligible to write a Will? Any person aged 18 years old and above and of sound mind are eligible to write a Will. 5 What are the benefits of Will Writing? The benefits of Will Writing are as below: a) Assist in expediting the estate administration process after the Testator's death through the appointment of an Executor (MyAngkasa Amanah Berhad "MAAB") and listing of property/asset and/or debts of the Testator. b) You make known your wishes as to how to distribute your estate for charity and the beloved family of your loved ones. c) Able to guarantee the interests and welfare of minors or disabled children after the Testator's death through the appointment of a trustworthy Executor. 6 Who can be my beneficiary (ies)? For the issue of blessing the beneficiary, this product differs according to Muslim and Non-Muslim Will products: Beneficiaries for Muslim Wills - Customers can name the desired beneficiaries but are still subject to the consent of faraid heirs and Faraid Law. b) Beneficiaries for Non-muslim Wills - The client can put whoever the desired beneficiary is and it is 100% valid and applicable in Court. 7 What if my beneficiary is under 18 years old? Through a Will product the Customer needs to appoint a guardian for the property for the beneficiary under the age of 18.

v001\_27Jan25 Page 2 of 4

# 8 What are the fees and charges that I have to pay for the Service?

Please refer to the table below for the fees and charges:

No.	Type of fee	Fees and Charges	
1	Will Writing for Muslim / Conventional Will.	RM500	
2	Amendment Fee	Free of charge through WAES Portal	
3	Execution Fee	Asset (RM) *Fee (%)	
		First RM500,000.00 2%	
		Balance up to 1.5% RM5,000,000.00	
		Balance up to 1% RM10,000,000.00	
		Next Balance 0.5%	
		Minimum Fee is RM1,000.00	
		*Fee includes SST charges *Exclude 3rd party fee i.e LHDNM, Land Office, Legal fee or any related institution.	

Notes: Any amendments to the Will are free of charge through the WAES Portal, regardless of the number of assets included.

Please refer to the example of calculation for the **execution fee** as follows:

#### Valuation of the assets: RM1,000,000.00

Assets value	Fee (%)	Amount
First RM500,000.00	2%	RM10,000.00
Balance up to RM5,000,000.00	1.5%	RM7,500.00
Total Amount		RM17,500.00

### 9 What are the risks involved?

- a) There is a possibility that the heirs may not be aware of the creation of the Will by the Testator. Hence, a copy of the Will, will be given to the Testator for their safe keeping.
- b) For Muslim Wills, the execution of a Will for an heir is depending on the consent of the other heirs.

# 10 What should I do if I intend to make amendments to the Will?

To make amendments and changes in the Will Writing, you can amend online at https://waes.com.my/ or directly contact MAAB for more details.

v001\_27Jan25 Page **3** of **4** 

#### 11 How to cancel a Will Writing?

Will Writing can be revoked by the following acts/circumstances:

a) Official letter to MAAB requesting to revoke the Will Writing. MAAB will cancel the Will registration and return the original Will document to the customer.

#### b) **Destruction**

A Will is revoked when the Testator destroys the Basic Will physically before it reaches MAAB. Accidental or malicious destruction by a third party does not constitute revocation.

#### c) Last Will & Testament

The Testator can also revoke a Will by making an official letter of his intention and sent it to MAAB. The first Will be formally revoked when the next Will is made, whether or not the revocation clause is enshrined in the Will. A subsequent Will would automatically revoke an earlier Will, whether or not a revocation clause is included in the later Will.

# 12 What should I do when my contact details change?

Any changes to the contact details can be done online through the Customer's personal account in the WAES system.

## 13 Where can I get assistance and further information?

If you have any enquiries, please contact us at:

# MyAngkasa Amanah Berhad (1078340-H)

Suite C401, Block C, Glomac Business Centre, Jalan SS 6/1, Kelana Jaya, 47301 Petaling Jaya, Selangor.

Careline: 03-7887 7979

Website: www.myangkasaamanah.com.my

# <u>Or</u>

#### Bank Pertanian Malaysia Berhad AGROBANK

Menara Agrobank, Level 2, Leboh Pasar Besar, 50726 Kuala Lumpur.

Contact Centre: 1-300-88-2476 Website: www.agrobank.com.my

If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

Block D, Bank Negara Malaysia

Jalan Dato' Onn 50480 Kuala Lumpur Tel : 1-300-88-5465 Fax : 03-2174 1515

E-mail: bnmtelelink@bnm.gov.my

v001\_27Jan25 Page 4 of 4