

HELAIAN KETERANGAN PRODUK – PENULISAN WASIAT PRODUCT DISCLOSURE SHEET – WILL WRITING

Sila baca Helaiian Keterangan Produk ini sebelum anda membuat keputusan untuk mendapatkan Perkhidmatan Penulisan Wasiat. Sila pastikan juga anda membaca terma-terma dan syarat-syarat am. <i>Please read this Product Disclosure Sheet carefully before deciding to subscribe to the Will Writing Service. You are also advised to read and understand the applicable terms and conditions governing the service.</i>	Tarikh dikemaskini: 1 Ogos 2026 <i>Date Updated: 1 August 2026</i> Dikeluarkan oleh: <i>Issued by:</i> 
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1. Apa itu Penulisan Wasiat?/ What is Will Writing?

a) PENULISAN WASIAT ISLAM/ ISLAMIC WILL WRITING

- Bermaksud iqrar* yang dibuat oleh seseorang semasa hayatnya terhadap asetnya, untuk diagihkan bagi tujuan kebajikan atau untuk apa-apa tujuan lain yang dibenarkan oleh Syarak, selepas kematiannya.

Refers to an iqrar (declaration) made by a person during his or her lifetime in respect of his or her assets, to be distributed for charitable purposes or for any other purpose permitted under Shariah upon his or her death.*

- Dokumen undang-undang di mana seseorang (Pewasiat) mengisytiharkan hasratnya kepada orang yang di sayangi serta kaedah pembahagian asetnya selepas dia meninggal dunia. Bagi seorang Muslim, dibenarkan untuk menulis Wasiat dan mewasiatkan sehingga satu pertiga (1/3) daripada hartanya kepada orang yang dikasihi, sama ada mereka Islam atau tidak, atau untuk tujuan kebajikan, termasuk sedekah / wakaf selagi ia dibuat mengikut kehendak Syariah.

It is a legal document through which a person (the Testator) declares his / her wishes to loved ones and specify how his / her assets are to be distributed upon death. For a Muslim, it is permissible to execute a Wasiyyah and bequeath up to one-third (1/3) of his or her estate to any person of his or her choice, whether Muslim or non-Muslim, or for charitable purposes, including sadaqah / waqf, provided that such bequest is made in accordance with Shariah requirements.

***Nota: Iqrar bermaksud suatu pengakuan yang dibuat oleh seseorang, secara bertulis atau lisan atau dengan isyarat, menyatakan bahawa dia mempunyai obligasi atau tanggungan terhadap mana-mana orang lain berkenaan dengan sesuatu hak.**

***Note: Iqrar refers to an acknowledgment, admission or declaration made by a person, whether in writing, orally or by conduct, confirming that he or she has an obligation or liability towards another person in relation to a particular right.**

b) PENULISAN WASIAT BUKAN ISLAM/ NON-MUSLIM WILL WRITING

- Wasiat ialah perakuan seseorang yang dibuat semasa hayatnya terhadap asetnya untuk disempurnakan sesuatu bagi tujuan kebajikan atau untuk apa-apa tujuan yang dibenarkan oleh undang-undang selepas dia meninggal dunia kepada benefisiari. Oleh itu, ia adalah dokumen sah yang menyatakan hasrat akhir pewasiat. Setelah berlaku kematian, pemegang amanah dan mahkamah akan menelitinya, dan seterusnya mengambil langkah-langkah yang perlu bagi memastikan keinginan terakhir pewasiat dipenuhi.

A Will is a declaration made by a person during his or her lifetime in respect of his or her assets, to provide for charitable purposes or any other purpose permitted by law to take effect upon his or her death for the benefit of his or her beneficiaries. Accordingly, it is a legal document that records the testator's final wishes. Upon the testator's death, the trustee and the Court shall review the Will and take the necessary steps to ensure that the testator's final wishes are duly carried out.

- Wasiat Bukan Islam ialah suatu dokumen yang sah dan mengikat di sisi undang-undang yang membolehkan seseorang menentukan pembahagian harta pusakanya mengikut kehendaknya dan bukannya mengikut peruntukan Akta Pembahagian 1958 yang terpakai bagi harta pusaka tanpa wasiat.

A Non-Muslim Will is a legally binding document that enables an individual to determine the distribution of his or her estate according to his or her wishes, rather than under the Distribution Act 1958 applicable to estates without a valid Will.

2. Apakah Wasiat Terakhir?/ What is the Last Will?
Wasiat Terakhir adalah wasiat terkini yang dilaksanakan oleh seseorang (Pewasiat) semasa hayatnya dan akan dikemukakan oleh Pelaksana / Wasi kepada Mahkamah untuk mendapatkan Geran Probat. Mana-mana Wasiat terdahulu (jika ada), yang ditulis oleh Pewasiat akan terbatal dan tidak sah. <i>The Last Will refers to the most recent Will duly executed by an individual (the Testator) during his or her lifetime and which shall be submitted by the Executor / Trustee to the Court for the purpose of obtaining a Grant of Probate. Any previous Will (if any), executed by the Testator shall be deemed revoked and of no further legal effect.</i>
3. Apakah Konsep Syariah yang diguna pakai bagi penulisan wasiat Islam? What Shariah Concepts Apply to Islamic Will Writing?
a) Wakalah/ Wakalah Kontrak Wakalah yang bermaksud penyerahan tanggungjawab yang ada pada seseorang (muwakkil) kepada seseorang yang lain (wakil) agar wakilnya itu menguruskan segala tanggungjawab yang diwakilkan bagi pemasaran perkhidmatan ini. <i>A Wakalah Contract refers to the delegation of responsibilities or authority by one person (muwakkil or principal) to another person (wakil or agent), whereby the appointed agent is authorised to manage and carry out the responsibilities entrusted to him or her in relation to the marketing and administration of this service.</i> b) Wasiyyah/ Wasiyyah Wasiat merupakan iqrar seseorang yang dibuat semasa hayatnya ke atas asetnya untuk menyempurnakan sesuatu bagi maksud kebajikan atau apa-apa maksud yang dibenarkan menurut Hukum Syarak, selepas berlakunya kematian. <i>A Wasiyyah is an iqrar (declaration) made by a person during his or her lifetime in respect of his or her assets for the purpose of fulfilling charitable objectives or any other purpose permitted under Shariah Law, to take effect upon his or her death.</i>
4. Siapakah yang layak untuk menulis Wasiat?/ Who is Eligible to Write a Will?
Sesiapa sahaja yang berumur 18 tahun dan ke atas serta sempurna akal fikiran boleh membuat Wasiat. Bagi bukan Islam di Negeri Sabah, umur minimum untuk membuat Wasiat ialah 21 tahun. <i>Any person who is eighteen (18) years of age or above and of sound mind may execute a Will. For non-Muslims in the State of Sabah, the minimum age required to execute a Will is twenty-one (21) years.</i>
5. Apakah kelebihan penulisan Wasiat / What are the Benefits of Will Writing?
Kelebihan penulisan Wasiat adalah seperti di bawah : <i>The benefits of preparing a Will include the following:</i> a) Pewasiat dapat melantik Pelaksana / Wasi yang dipercayai, berkeelayakan dan berpengalaman bagi melaksanakan amanah mentadbir, mengurus dan mengagihkan harta pusaka selaras hasrat pewasiat, kehendak Syariah (jika berkenaan) serta undang-undang yang berkuat kuasa. <i>The Testator may appoint a trusted, qualified and experienced Executor / Trustee to carry out the responsibility of administering, managing and distributing the estate in accordance with the Testator's wishes, Shariah requirements (where applicable) and the applicable laws.</i> b) Mempercepatkan proses pentadbiran harta pusaka selepas kematian pewasiat melalui pelantikan Pelaksana / Wasi [MyAngkasa Amanah Berhad ("MAAB")] serta penyenaian maklumat harta, aset dan/atau hutang pewasiat, sekaligus memudahkan urusan pengumpulan, pengesahan dan pengagihan harta pusaka. <i>Expedites the administration of the deceased's estate upon the death of the Testator through the appointment of an Executor / Trustee [MyAngkasa Amanah Berhad ("MAAB")] and the listing of the Testator's property, assets and/or liabilities, thereby facilitating the identification, verification and administration of the estate.</i> c) Membolehkan seseorang menyatakan dengan jelas hasratnya mengenai pengagihan harta pusakanya kepada ahli keluarga, orang tersayang serta bagi tujuan kebajikan. <i>Enables an individual to clearly express his or her wishes regarding the distribution of his or her estate among family members, loved ones and charitable causes.</i> d) Dapat membantu melindungi kepentingan dan kebajikan anak-anak di bawah umur atau mereka yang tidak berkeupayaan mengurus diri sendiri (OKU) selepas kematian pewasiat melalui pelantikan Penjaga Harta dan Pelaksana / Wasi yang dipercayai. <i>Helps safeguard the interests and welfare of minor children or individuals who lack the capacity to manage their own affairs (OKU) after the Testator's death through the appointment of a trusted Guardian of Property and Executor / Trustee.</i>

6. Siapa yang boleh menjadi benefisiari saya?/ Who May Be My Beneficiary?

Untuk pemberian harta kepada benefisiari, produk ini berbeza mengikut Wasiat Muslim dan Wasiat Bukan Muslim:

For the purpose of asset distribution to beneficiaries, this product differs between an Islamic Will (Wasiyyah) and a Non-Muslim Will as follows:

- a) Benefisiari untuk Wasiat Muslim – Pelanggan boleh menamakan benefisiari yang dikehendaki, tetapi masih tertakluk kepada persetujuan waris faraid dan undang-undang Faraid selepas berlaku kematian.

Beneficiaries under an Islamic Will - The Customer may designate his or her preferred beneficiary(ies); however, such designation shall remain subject to the consent of the Faraid heirs and the applicable Faraid principles and laws upon the Customer's death.

- b) Benefisiari untuk Wasiat Bukan Muslim – Pelanggan boleh meletakkan sesiapa sahaja sebagai benefisiari yang dikehendaki, dan ia 100% sah dan boleh diterimapakai di mahkamah.

Beneficiaries under a Non-Muslim Will - The Customer may designate any person(s) of his or her choice as beneficiary(ies), and such designation shall be legally valid and fully enforceable in a court of law.

7. Bagaimana jika benefisiari saya berumur bawah 18 tahun?/ What if My Beneficiary is Below 18 Years of Age?

Untuk benefisiari yang berumur bawah 18 tahun, melalui produk wasiat Pelanggan perlu melantik seorang penjaga harta bagi benefisiari yang berumur bawah 18 tahun tersebut.

For beneficiaries who are below eighteen (18) years of age, the Customer is required, through the Will, to appoint a Property Guardian for such minor beneficiary.

8. Apakah fi dan caj yang perlu saya bayar untuk Perkhidmatan ini?/ What Fees and Charges Do I Have to Pay for This Service?

Sila rujuk jadual di bawah untuk fi dan caj:

Please refer to the table below for the applicable fees and charges.

No.	Jenis Fi/ Fee Type	Fi dan Caj/ Fees and Charges	
1	Penulisan Wasiat untuk Wasiat Islam / Bukan Islam. <i>Islamic Will / Non-Muslim Will</i>	Fi Wasiat/ Will Fee	RM500.00
		*SST (8%)	RM40.00
		Jumlah Fi/ Total Fee	RM540.00
		*Note: SST merujuk kepada Cukai Jualan & Perkhidmatan *Note: SST refer to Sales and Service Tax	
2	Fi Pindaan <i>Amendment Fee</i>	Percuma melalui Portal WAES <i>Free via the WAES Portal</i>	
3	Fi Pelaksanaan/ Execution Fee	Julat Nilai Aset/ Asset Value Range	Kadar Fi (%)/ Fee Rate (%)
		RM500,000.00 pertama/ <i>First RM500,000.00</i>	2%
		Baki sehingga RM5,000,000.00/ <i>Balance up to RM5,000,000.00</i>	1.5%
		Baki sehingga RM10,000,000.00/ <i>Balance up to RM10,000,000.00</i>	1%
		Baki seterusnya/ <i>Remaining Balance</i>	0.5%
		Fi minimum adalah RM1,000.00/ <i>The minimum fee is RM1,000.00.</i>	

		Nota: Kadar fi di nyatakan di atas tidak termasuk fi dan caj pihak ketiga seperti fi / caj yang dikenakan oleh Lembaga Hasil Dalam Negeri Malaysia (LHDNM), Pejabat Tanah, fi guaman atau mana-mana institusi berkaitan./ <i>Note: The fees stated above exclude third-party fees and charges, such as fees/charges imposed by the Inland Revenue Board of Malaysia (LHDNM), the Land Office, legal fees, or any other relevant authorities or institutions.</i>
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Nota: Sebarang pindaan Wasiat boleh dilakukan secara percuma melalui Portal WAES, tanpa mengira jumlah aset yang terlibat.
Note: Any amendments to the Will may be made free of charge through the WAES Portal, regardless of the value or number of assets involved.

Sila rujuk ilustrasi pengiraan bagi **Fi Pelaksanaan** (Pentadbiran Pusaka) seperti berikut:

Please refer to the illustration below for the calculation of the **Execution Fee** (Estate Administration):

Nilai Harta (Aset): RM1,000,000.00/ Estate Value: RM1,000,000.00

Julat Nilai Aset/ Asset Value Range	Nilai Aset Sebenar / Actual Asset Value	Kadar Fi (%) / Fee Rate (%)	Jumlah/ Total
RM500,000.00 pertama/ First RM500,000.00	RM500,000.00	2%	RM10,000.00
Baki sehingga RM5,000,000.00/ Balance up to RM5,000,000.00	RM500,000.00	1.5%	RM7,500.00
Jumlah keseluruhan/ Grand Total			RM17,500.00

Kadar Purata Fi Pelaksanaan / Average Rate of Execution Fee

Nilai Aset/ Asset Value	Jumlah Fi/ Total Fee	Kadar Purata Fi/ Average Fee Rate
RM1,000,000.00	RM17,500.00	1.75%

Fi keseluruhan yang dikenakan bagi harta bernilai RM1,000,000.00 adalah RM17,500.00 bersamaan kadar purata 1.75% daripada nilai harta.

The total fee charged for an estate valued at RM1,000,000.00 is RM17,500.00 representing an average fee rate of 1.75% of the total estate value.

9. Apakah risiko yang terlibat?/ What Are the Risks Involved?

- a) Risiko yang berkaitan adalah bahawa waris mungkin tidak menyedari tentang pewujudan Wasiat oleh pewasiat. Begitu juga, terdapat kemungkinan bahawa benefisiari tidak mengetahui tentang penyediaan Wasiat oleh Pelanggan. Oleh itu, satu (1) kad wasiat akan diberikan kepada Pelanggan untuk simpanan sendiri.

One of the associated risks is that the Testator's heirs may be unaware of the existence of the Will. Similarly, there is a possibility that the beneficiaries may not be aware that the Customer has prepared a Will. Accordingly, one (1) Will Card will be provided to the Customer for safekeeping and reference.

- b) Untuk Wasiat Islam, waris Faraid boleh tidak bersetuju dengan pembahagian di dalam Wasiat.

In the case of an Islamic Will, the Faraid heirs may not agree with the distribution of assets as stipulated in the Will.

Nota: Menurut prinsip Syariah, wasiat kepada waris Faraid atau melebihi 1/3 nilai harta hanya boleh dilaksanakan dengan persetujuan waris Faraid selepas kematian pewasiat.

Note: According to Syariah principles, a Will made in favour of a Faraid heir or involving more than one-third (1/3) of the estate value may only be implemented with the consent of the Faraid heirs after the testator's death.

10. Apa yang perlu saya buat sekiranya saya bercadang untuk membuat pindaan wasiat tersebut?/ What Should I Do If I Intend to Amend My Will?

Pindaan wasiat dan perubahan atau penambahan maklumat di dalam wasiat boleh dibuat secara atas talian di <https://waes.com.my/> dan boleh terus menghubungi MAAB untuk mendapatkan maklumat lanjut.

Amendments to the Will, as well as any changes or additions to the information contained therein, may be made online through the WAES Portal at <https://waes.com.my/>. Customers may also contact MAAB directly for further information and assistance.

11. Apakah yang perlu saya lakukan sekiranya maklumat peribadi saya berubah?/ What Should I Do If My Personal Particulars Change

Untuk sebarang perubahan maklumat peribadi, Pelanggan dinasihatkan untuk menghubungi MAAB bagi tujuan pengemaskinian rekod.

For any changes to personal information, the Customer is advised to contact MAAB for record updating purposes.

12. Bagaimana cara untuk membatalkan Wasiat?/ How can a Will be revoked (cancelled)?

Wasiat boleh dibatalkan atau terbatal dalam keadaan berikut:

A Will may be revoked (cancelled) or deemed invalid in the following circumstances:

- a) Pelanggan mengemukakan surat rasmi (notis) berserta Borang Pembatalan Wasiat yang lengkap kepada MAAB. Pendaftaran Wasiat tersebut akan dibatalkan dan surat pengesahan pembatalan akan dikeluarkan MAAB kepada pelanggan.

The Customer submits an official written request (notice) together with a duly completed Will Revocation Form to MAAB. Upon revocation (cancellation) of the Will registration, MAAB will issue a written confirmation of the revocation (cancellation) to the Customer.

Nota: Sebarang fi yang telah dibayar berhubung dengan permohonan Wasiat Asas MAAB adalah tidak boleh dikembalikan sekiranya Wasiat tersebut dibatalkan selepas pendaftaran wasiat disempurnakan.

Note: Any fees paid in respect of an application for a MAAB Basic Will shall be non-refundable if the Will is revoked (cancelled) after the Will registration has been completed.

13. Bagaimana saya boleh mendapatkan maklumat lanjut?/ How Can I Obtain Further Information?

Jika anda mempunyai sebarang kemusykilan, sila hubungi kami di:/

If you have any enquiries or require further clarification, please contact us at:

MyANGKASA Amanah Berhad (1078340-H)
Wisma MAAB,
Lot 13 & 13A. Plaza @ Kelana Jaya, 9,
Jalan SS7/13b, SS7,
47301 Petaling Jaya,
Selangor.

Talian Khidmat Pelanggan MAAB/
MAAB Customer Service Hotline:

03-7887 5600

Laman Sesawang/ Website:

www.myangkasaamanah.com.my