



Policy Owner : **Etiqua Life Insurance Berhad (ELIB)**

Master Policy No. : **EPF2001**

Policy : **Etiqua Term Secure Insurance**

Effective Date : **11/05/2024**

In participation into Etiqua Term Secure Insurance with the Policy Owner, We, Etiqua Life Insurance Berhad, as the Company, hereby agree to pay the Benefits under this Master Policy in respect of each of the Life Insured, in accordance with and subject to the provisions of this Master Policy.

IN WITNESS WHEREOF, the Company has executed this Master Policy and it is to be effective in accordance with the terms and conditions contained herein.

It is important that this Master Policy is carefully read and returned to Us at Our Head Office should any correction be necessary.

POLICY INFORMATION STATEMENT

Etiqua Term Secure Insurance

Change of Address	Please inform Us immediately of any change of address of the Life Insured or the Nominee, to ensure that there will be no interruption in communication from Us to You, Life Insured and the Nominee.
Right to change Premiums	The Premium rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to You. Changes to the Premium rates or terms will only impact Certificates of Insurance with a Commencement Date after the notice effective date.
Application and payment of Premium	<p>The Life Insured is eligible for Insurance Benefits according to the terms and conditions of the Master Policy once the application is accepted by Us. The Commencement Date of the eligibility is specific to each Life Insured and is provided in the Certificate of Insurance.</p> <p>The Premium is paid by deduction of the Life Insured's Kumpulan Wang Simpanan Pekerja (KWSP) account, subject to terms and conditions by KWSP.</p>
Right to terminate the Master Policy	<p>We may give notice to terminate the Master Policy, for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the Effective Date of notice.</p> <p>In the event that notice of termination is served, any Certificates of Insurance which are In-force prior to the Effective Date of the notice, will continue to be subject to the terms and conditions of the Master Policy. No new Certificate of Insurance is issued after the Effective Date of the notice.</p> <p>Once notice is effective, the Master Policy will continue until no more Certificates of Insurance are In Force. Termination of the Master Policy will then be immediate.</p>
Right to terminate the Certificate of Insurance	<p>The Life Insured has the right to terminate the Certificate of Insurance, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period. We will cancel the Certificate of Insurance and refund the Premium received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate of Insurance will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Life Insured will receive a surrender Benefit, which may be lesser than the Premium paid.</p> <p>In the event of unsuccessful Premium payment to Us for the Certificate of Insurance, We shall have the right to void that Certificate of Insurance from the day the application was accepted.</p>
Right to nominate Insurance Benefit	<p>The Life Insured of the Certificate of Insurance may nominate a person to receive Insurance Benefit payable upon the death of the Life Insured.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none">1) At the time of application; or2) By notifying Us in writing, at any time after the issuance of the Certificate of Insurance. <p>The Life Insured may specify the shares to be paid to the Nominee. In the absence of such specified shares by the Life Insured, We shall pay the Nominee in equal shares.</p> <p>A nomination by the Life Insured under a Trust, regardless of any written law, shall not form part of the estate of the Life Insured, or be subject to his or her debt.</p> <p>Upon the payment of Insurance Benefit, We shall be discharged from any further liability in respect of that Life Insured.</p>

Right to revoke a nomination	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Life Insured's lifetime; 2) By a notice in writing from the Life Insured to Us; or 3) By any subsequent nomination by the Life Insured to Us. <p>Subject to the above, a nomination shall not be revoked by a will or by any other act, event or means. Revocation of nomination requires the consent from the trustee if there is a Trust policy created.</p> <p>Where there is more than one Nominee and one of the Nominees who is nominated as an executor predeceases the Life Insured, in the absence of any subsequent nomination by the Life Insured disposing of the share of the deceased Nominee, We shall pay the share to the remaining Nominees in proportion to their respective shares.</p>
Our Head Office Address	<p>Our Head Office address is:</p> <p>Etiqa Life Insurance Berhad Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur. Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 E-mail: info@etiqa.com.my</p>
The claim process and how to make a claim	<p>The Claimant must notify Us of a claim for any Insurance Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Life Insured's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Insurance Benefit according to the terms and conditions of the Master Policy.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Insurance Benefits according to the terms and conditions of the Master Policy. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Policy.</p>
How to contact Us	<p>If the Life Insured need to contact Us, have any questions relating to the Master Policy and/ or Certificate of Insurance, or have a request to change the contents of the Master Policy and/ or Certificate of Insurance, please write to Our postal address: Etiqa Life Insurance Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03-2297 3800, or e-mail to Us at info@etiqa.com.my, or by calling Etiqa Online at 1300-13-8888.</p>
How to complain to Us	<p>If a Claimant is not satisfied with Our service under the Master Policy and/ or Certificate of Insurance, please write to Our postal address: Complaint Management Unit, Etiqa Life Insurance Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03-2297 1919, or e-mail at complaint_cmu@etiqa.com.my. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603-2780 4500).</p>
How to complain to the government regulator	<p>If a Claimant is not satisfied with Our conduct, please write to the BNM, include details of the conduct, nature of their dispute, Our name, Master Policy and/ or Certificate of Insurance number, and any correspondence between the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur, or by facsimile to 03-2174 1515, or e-mail at bnmlink@bnm.gov.my. The BNM telephone number is 1-300-88-5465.</p>

<p>How to settle a dispute through mediation</p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant, in the event that the Claimant is dissatisfied with the decision of Etiqa Life Insurance Berhad to a dispute, or Etiqa Life Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : enquiry@ofs.org.my</p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address: Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Life Insurance Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Life Insurance Berhad or visit the OFS website at www.ofs.org.my.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's right to take legal action against Etiqa Life Insurance Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p>How to settle a dispute through arbitration</p>	<p>If a Claimant disputes a decision We have made relating to the Master Policy and/ or Certificate of Insurance, and do not wish to mediate the dispute, or do not accept OFS's decision following mediation, the Claimant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant and We shall attempt to mutually agree to appoint a single Arbitrator. If the Claimant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant and Us.</p>

Note: For further details, please refer to the full terms and conditions under the Master Policy.

GENERAL DEFINITIONS

This section identifies and defines phrases, words or abbreviations which are common throughout the Master Policy and Certificate of Insurance. These definitions are identified in upper case. Where these definitions are provided in the singular form, the interpretation will include the plural form, and vice versa according to the context.

Common Phrase, Word or Abbreviation	Definition
Arbitrator	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
Bank Negara Malaysia, or BNM	The government body in Malaysia responsible for primary regulation of insurance companies. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by insurance companies.
Certificate of Insurance	The document and any subsequent Endorsements, identified as the Certificate of Insurance for the Life Insured, based on the application form and any additional information requested by Us and provided to Us.
Certificate Year	Any one (1) year period that starts on the Commencement Date of Certificate of Insurance. The Certificate Year is specific to each Life Insured according to their Commencement Date.
Claimant	The Life Insured, the Nominee or the Trustee of the Life Insured's estate, who is entitled to claim the Insurance Benefits, according to the terms and conditions of the Certificate of Insurance.
Commencement Date	The earliest date at which the Life Insured is eligible for Insurance Benefits according to the terms and conditions of the Master Policy. The Commencement Date is provided in the Certificate of Insurance.
Cover Period	The period between Commencement Date and Expiry Date. The Cover Period is specific to each Life Insured and is provided in the Certificate of Insurance.
Effective Date	The date provided in the Master Policy as the Effective Date.
Endorsement	Any written change to the Master Policy and/ or Certificate of Insurance which is issued and properly authorised by Us.
Expiry Date	The last date at which the Life Insured is eligible to Insurance Benefits according to the terms and conditions of the Master Policy. The Expiry Date is provided in the Certificate of Insurance.
Free Look Period	This is the period of fifteen (15) days, from when the Certificate of Insurance has been received by the Life Insured.
In Force	A state of the Certificate of Insurance reflecting eligibility of a Life Insured to Insurance Benefits according to the terms and conditions of the Master Policy. A Certificate of Insurance has the status In Force if: <ol style="list-style-type: none"> 1) The Life Insured is alive; 2) The Certificate of Insurance has been issued according to the terms and conditions of the Master Policy; 3) The Certificate of Insurance has not been terminated or voided by notice, according to the terms and conditions of the Master Policy; and 4) The Expiry Date has not been exceeded.
Insurance Benefit, or Benefit	The collective name for the payments made according to the terms and conditions of the Insurance Benefits section of the Master Policy.
Issue Date	The date that the Certificate of Insurance was issued by Us. The Issue Date is specific to each Life Insured and is provided in the Certificate of Insurance.
Life Insured	The person who is named in the Certificate of Insurance as the person being covered under the Certificate of Insurance.
Master Policy	The document and any subsequent Endorsements, which are identified as the Master Policy.
Material Information	Any information, reports, answers, and disclosures provided by the Life Insured, or a third party on behalf of the Life Insured, which is: <ol style="list-style-type: none"> 1) In respect of the Life Insured; and 2) Is provided prior to the Issue Date.

Nominee	The person that Life Insured has nominated to receive the Insurance Benefit payable under the Certificate of Insurance upon the death of the Life Insured. The nomination must be registered with Us.
Non-Participating	The Master Policy and Certificates of Insurance shall not share in the profit or surplus of the Company's fund.
Ombudsman for Financial Services, or OFS	An independent body set up to help settle disputes between the Claimant and Us, as an alternative to the courts.
Personal Data	Shall have the same meaning ascribed to it as under section 4 of the Personal Data Protection Act 2010. Personal Data refers to the information, reports, answers, and disclosures provided by the Life Insured, or a third party on behalf of the Life Insured, which is in respect of the Life Insured. Personal Data does not include information, reports, answers, and disclosures which are in the public domain.
Policy Owner, You, or Your	Etiqa Life Insurance Berhad or person named as the Policy Owner in the Master Policy and Certificate of Insurance.
Pre-existing Condition	A Pre-existing Condition is a condition, disease or injury, where at or prior to the Commencement Date of the Certificate of Insurance: <ol style="list-style-type: none"> 1) The Life Insured had received or is receiving treatment; 2) The Life Insured has been recommended to obtain medical advice, diagnosis, care or treatment; 3) The Life Insured would have been aware of clear and distinct symptoms; or 4) The condition, disease, or injury or symptoms would have been apparent to a reasonable person.
Re-purchase	Re-purchase entitles the Life Insured to purchase Etiqa Term Secure Insurance with certain terms and conditions waived as stipulated in the Master Policy. Life Insured has the option to Re-purchase within thirty (30) days from the Certificate of Insurance's Expiry Date, provided Life Insured did not make any claim for that Certificate of Insurance. Re-purchase Certificate of Insurance is indicated in the Certificate of Insurance. The allowable Sum Insured for the Re-purchase is either equal or lower than the Sum Insured of that Certificate of Insurance. In the event any Re-purchase Certificate of Insurance was issued prior to the approval of claim on that Certificate of Insurance, We reserve the right to terminate the Re-purchase Certificate of Insurance. The Re-purchase Certificate of Insurance will be considered void from the beginning and any Premium paid will be refunded to the Life Insured's Kumpulan Wang Simpanan Pekerja (KWSP) account. If the Life Insured has attained fifty-fifth (55 th) birthday, the refunded Premium will be credited to the Life Insured's bank account.
Sane	A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person: <ol style="list-style-type: none"> 1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and 2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.
Sum Insured	The amount of insurance coverage provided under the Master Policy, in respect of each Life Insured. The Sum Insured is provided in the Certificate of Insurance.
Surrender Value	The amount payable upon surrender of the Certificate of Insurance. The Surrender Value varies daily over the Cover Period and is fixed at the Commencement Date.
Trust	A nomination by the Life Insured, other than a Muslim Life Insured, shall create a Trust in favour of the Nominee of the Insurance Benefit payable under the Certificate of Insurance upon the death of the Life Insured if: <ol style="list-style-type: none"> 1) The Nominee is his or her spouse or child; or 2) The Nominee is his or her parent, where there is no spouse or child living at the time of nomination. <p>A Life Insured should appoint a trustee for the Certificate of Insurance moneys and in the event of failure to do so, the competent Nominee; or where the Nominee is incompetent to contract, the parent of the incompetent Nominee other than the Life Insured and where there is no surviving parent, the public trustee or a trust company nominated by the Life Insured, shall be the trustee.</p>

	For a Muslim Life Insured, no trust shall be created. The Nominee of a Muslim Life Insured shall receive the Insurance Benefit payable upon the death of the Life Insured as an executor and not solely as a beneficiary.
We (Our, Us, the Company)	Etiqa Life Insurance Berhad

TOTAL AND PERMANENT DISABILITY (TPD) DEFINITIONS

This section identifies and defines phrases, words or abbreviations which relate to TPD and are used throughout the Policy. These definitions are identified in upper case. Where these definitions are provided in the singular form, the interpretation will include the plural form, and vice versa according to the context.

Common Phrase, Word or Abbreviation	Definition												
Total and Permanent Disability (TPD)	<p>Total and Permanent Disability may be defined as one of the following:</p> <ol style="list-style-type: none"> 1) A disability where the Life Insured is incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to an Accident, sickness or disease, throughout the Life Insured's remaining lifetime; 2) A disability where the Life Insured is unable to perform at least three (3) out of six (6) Activities of Daily Living without physical assistance from another person, mechanical equipment, devices or adaptations. The six (6) Activities of Daily Living are: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Transfer</td> <td>Getting in and out of a chair without requiring physical assistance.</td> </tr> <tr> <td style="text-align: center;">Mobility</td> <td>The ability to move from room to room without requiring any physical assistance.</td> </tr> <tr> <td style="text-align: center;">Continence</td> <td>The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.</td> </tr> <tr> <td style="text-align: center;">Dressing</td> <td>Putting on and taking off all necessary items of clothing without requiring assistance of another person.</td> </tr> <tr> <td style="text-align: center;">Bathing or Washing</td> <td>The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.</td> </tr> <tr> <td style="text-align: center;">Eating</td> <td>All tasks of getting food into the body once it has been prepared.</td> </tr> </table> 3) Presumptive TPD, where the Life Insured, irrespective of age or earning ability, suffers from any of the following losses: <ul style="list-style-type: none"> • Total and irrecoverable loss of sight in both eyes; or • Loss of two or more limbs, each at or above the wrist or ankle; or • Total and irrecoverable loss of sight in one eye and loss of one limb at or above the wrist or ankle. <p>If the Life Insured, after attaining sixty-fourth (64th) birthday and before attaining sixty-ninth (69th) birthday, or is unemployed at the time of disability, then only (2) and (3) shall apply. If TPD Benefit is granted to a Life Insured below the attained age of five (5) years old, only definition (3) shall apply if the child becomes totally and permanently disabled before he/she attains the age of five (5) years old.</p> 	Transfer	Getting in and out of a chair without requiring physical assistance.	Mobility	The ability to move from room to room without requiring any physical assistance.	Continence	The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.	Dressing	Putting on and taking off all necessary items of clothing without requiring assistance of another person.	Bathing or Washing	The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.	Eating	All tasks of getting food into the body once it has been prepared.
Transfer	Getting in and out of a chair without requiring physical assistance.												
Mobility	The ability to move from room to room without requiring any physical assistance.												
Continence	The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.												
Dressing	Putting on and taking off all necessary items of clothing without requiring assistance of another person.												
Bathing or Washing	The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.												
Eating	All tasks of getting food into the body once it has been prepared.												
TPD Date	TPD Date is the date at the beginning of the six (6) month period, when the Life Insured become TPD for an uninterrupted period of six (6) months, with no hope of recovery based on current medical knowledge and technology. Except for Presumptive TPD, where TPD date is the date TPD is recognised.												

GENERAL TERMS & CONDITIONS

Contract basis	The Master Policy, Certificate of Insurance, and Endorsements, if any, are evidence of the contract between the Policy Owner and Us. The application made to Us, and such additional information disclosed to Us in connection with this Insurance coverage shall form part of this contract.
Headings	Unless indicated otherwise, headings and tables within the Master Policy are inserted for convenience only, and shall not affect the interpretation of the Master Policy.
How to contact Us	If the Life Insured need to contact Us, have any questions relating to the Master Policy and/ or Certificate of Insurance, or have a request to change the contents of the Master Policy and/ or Certificate of Insurance, please write to Our postal address at Etiqa Life Insurance Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etiqa.com.my , or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.
Currency for all payments	All payments under the Master Policy and/or Certificate of Insurance shall be made in the legal currency of Malaysia.
Applicable law	The Master Policy and/or Certificate of Insurance shall be interpreted and governed by the legislation of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Master Policy and/or Certificate of Insurance if there are changes in taxation, regulations or legislation that affect this Master Policy and/ or Certificate of Insurance. We shall notify You in writing when terms in this Master Policy and/ or Certificate of Insurance need to be changed.
Sanction limitation and exclusion clause	This Master Policy and/or Certificate of Insurance shall not provide cover and We shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose Us to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states, and/or any other applicable economic or trade sanction laws or regulations. We may terminate this Master Policy and/or Certificate of Insurance with immediate effect and shall not thereafter be required to transact any business with You in connection with this Master Policy and/or Certificate of Insurance.

GENERAL RIGHTS & OBLIGATIONS

Conditions precedent to rights	The Life Insured due observance and fulfilment of the terms and conditions of the Master Policy shall be conditions precedent to their rights under the Master Policy.
Right to terminate the Master Policy	<p>We may give notice to terminate the Master Policy for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the effective date of notice.</p> <p>In the event that notice of termination is served, any Certificates of Insurance which are In Force prior to the effective date of the notice, will continue to be subject to the terms and conditions of the Master Policy. No new Certificates of Insurance are issued after the effective date of notice.</p> <p>Once notice is effective, the Master Policy will continue until no more Certificates of Insurance are In Force. Termination of the Master Policy will then be immediate.</p>
Right to terminate the Certificate of Insurance	<p>The Life Insured has the right to terminate the Certificate of Insurance, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period, We will cancel the Certificate of Insurance and refund the Premium received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate of Insurance will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Life Insured will receive a surrender Benefit, which may be lesser than the Premium paid.</p> <p>In the event of unsuccessful Premium payment to Us for the Certificate of Insurance, We shall have the right to void that Certificate of Insurance from the day the application was accepted.</p>
Right to terminate due to Anti-Money	If We discover, or have justified suspicion, that the Master Policy and/ or Certificate of Insurance is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate

Laundering and Counter Financing of Terrorism	the Master Policy and/ or respective Certificate of Insurance immediately. We shall deal with all Premium paid and all Benefits or sums payable in respect of the Certificate of Insurance in accordance with any applicable laws.
Obligation to correct mistakes and errors	We shall correct any mistake or error made in the Master Policy and/ or a Certificate of Insurance as soon as We are aware of, or are informed of such mistake or error. Our correction will be made via an Endorsement to the Master Policy and/ or the Certificate of Insurance, and will be valid from the effective date of the Endorsement.
Right to change Premium	The Premium rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to You. Changes to the Premium rates or terms will only impact Certificates of Insurance with a Commencement Date after the notice effective date.
Data protection obligations and rights	<p>We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the Life Insured, as the context may require, to:</p> <ol style="list-style-type: none"> 1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd; 2) Other entities within the Maybank Group; 3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities; 4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators); 5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA); 6) Our merchants and strategic partners; 7) Any parties authorised by the Life Insured (from time to time) including Kumpulan Wang Simpanan Pekerja (KWSP); or 8) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities. <p>The Life Insured will keep Us updated in respect of all such Personal Data as soon as is practicable.</p> <p>We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.</p> <p>We may from time to time request that the Life Insured provide other Personal Data required for the purposes of the Master Policy and/ or Certificate of Insurance.</p> <p>Prior to providing Us with the Personal Data of any individual, the Life Insured providing the Personal Data, must inform that individual of Our privacy notice.</p> <p>For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1-300-13-8888, or refer to Our website at www.etiqa.com.my.</p>
Obligation to take reasonable care and not to misrepresent	<p>It is the duty of the Life Insured to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures, when:</p> <ol style="list-style-type: none"> 1) Making an application, 2) If varying the Master Policy and/ or Certificate of Insurance, and 3) If required by Us to confirm answers or declarations previously provided. <p>This duty shall continue until the Effective Date of Master Policy or the Commencement Date of Certificate of Insurance, or the effective date of a subsequent variation.</p>
Non-disclosure or misrepresentation of Material Information	In the event that We terminate this Master Policy and/ or Certificate of Insurance due to misrepresentation or non-disclosure of Material Information, the remedies of the Financial Service Act 2013 will apply.
Right to challenge a Certificate of Insurance	<p>We have the right to challenge a Certificate of Insurance for misrepresentation, if We are able to show that the Life Insured suppressed or fraudulently provided Material Information, which if known by Us, would have led to our refusal to issue the Certificate of Insurance, or would have led Us to impose terms and conditions less favourable than those imposed in the Master Policy.</p> <p>In the event that We identify misrepresentation for that Certificate of Insurance, the Certificate of Insurance of that Life Insured may be terminated or voided, claims for Insurance Benefits refused, or the terms and conditions applicable to the Life Insured changed in the Certificate of Insurance.</p>

Right to adjust terms for misstatement of age or sex	<p>If the age or sex of the Life Insured has been misstated, resulting in a shortage of Premium, the Sum Insured for that Life Insured will be reduced based on the amount that corresponds to the correct age and sex.</p> <p>If the misstatement of age or sex of the Life Insured resulted in an excess of Premium, then We shall refund the excess to the Life Insured.</p> <p>The adjustment to Sum Insured or the refund will be based on Our Premium rates in effect at the Commencement Date.</p>
Right to waiver and non-waiver of rights	<p>A delay or failure by Us to exercise or enforce any rights under the Master Policy and/ or Certificates of Insurance, shall not be deemed as a waiver of any such rights, or termination of those rights. Waiver of any right by Us shall be valid when confirmed in writing.</p>
Right to nominate Insurance Benefit	<p>The Life Insured of the Certificate of Insurance may nominate a person to receive Insurance Benefit payable upon the death of the Life Insured.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> 3) At the time of application; or 4) By notifying Us in writing, at any time after the issuance of the Certificate of Insurance. <p>The Life Insured may specify the shares to be paid to the Nominee. In the absence of such specified shares by the Life Insured, We shall pay the Nominee in equal shares.</p> <p>A nomination by the Life Insured under a Trust, regardless of any written law, shall not form part of the estate of the Life Insured, or be subject to his or her debt.</p> <p>Upon the payment of Insurance Benefit, We shall be discharged from any further liability in respect of that Life Insured.</p>
Right to revoke a nomination	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 4) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Life Insured's lifetime; 5) By a notice in writing from the Life Insured to Us; or 6) By any subsequent nomination by the Life Insured to Us. <p>Subject to the above, a nomination shall not be revoked by a will or by any other act, event or means. Revocation of nomination requires the consent from the trustee if there is a Trust policy created.</p> <p>Where there is more than one Nominee and one of the Nominees who is nominated as an executor predeceases the Life Insured, in the absence of any subsequent nomination by the Life Insured disposing of the share of the deceased Nominee, We shall pay the share to the remaining Nominees in proportion to their respective shares.</p>
No rights of third parties	<p>Nothing in the Master Policy and/ or Certificates of Insurance is intended to grant any right to any third party, to enforce any term of the Master Policy and/ or Certificates of Insurance, or to confer any third party any benefits under the Master Policy and/ or Certificates of Insurance.</p> <p>There is no liability under the Master Policy and/ or Certificates of Insurance, or by Us, to a third party in respect of any other liabilities.</p>
Medical examination	<p>We shall have the right and opportunity to examine the Life Insured as and when it may reasonably require during the claim assessment.</p>

INSURANCE BENEFITS

The claim process and how to make a claim	<p>The Claimant must notify Us of a claim for any Insurance Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Life Insured's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Insurance Benefit according to the terms and conditions of the Master Policy.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p>
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	<p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Insurance Benefits according to the terms and conditions of the Master Policy. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Policy.</p>
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(I) Death Benefit

Benefit Payable on Death	On death of the Life Insured, the death Benefit under the Certificate of Insurance is the Sum Insured amount, subject to restrictions and adjustments applicable to the death Benefit.
Restrictions and adjustments to the death Benefit	<p>The restrictions applicable to the death Benefit are as follows:</p> <ol style="list-style-type: none"> 1) Death must occur while the Certificate of Insurance of the Life Insured is In Force; 2) On death directly or indirectly due to suicide, the death Benefit is total Premium paid. This restriction is not applicable to Re-purchase Certificate of Insurance.
Notification timeframe for death claims	We must be notified of a death claim by the Claimant within thirty (30) days from the date of death. Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible
Documents supporting a death claim	A claim form will be provided to the Claimant when they notify Us of a claim for the death Benefit. The Claimant must complete the claim form, and provide proof of age of the Life Insured such as copy of their identity card or passport, the death certificate, and any additional documentation, within thirty (30) days of notification.
Settlement terms for death Benefit	<p>The death Benefit is paid as a single amount payable according to the shares specified to the Nominee or trustee, where they have been nominated to receive the Insurance Benefits.</p> <p>On payment of the death Benefit, We are discharged from any further liability in respect of that Life Insured.</p>

(II) Total and Permanent Disability (TPD) Benefit

Benefit payable on TPD	On TPD of the Life Insured, the TPD Benefit under the Certificate of Insurance is the Sum Insured amount, subject to the restrictions and adjustments applicable to the TPD Benefit.
Restrictions and adjustments to the Benefit payable on TPD	<p>The restrictions applicable to the TPD Benefit are as follows:</p> <ol style="list-style-type: none"> 1) The injury or sickness causing TPD and the TPD Date must have occurred whilst the Certificate of Insurance is In Force; 2) No Benefit is payable if TPD occurs on or after the Life Insured has attained sixty-ninth (69th) birthday; and 3) No Benefit is paid on TPD directly or indirectly due to a TPD Benefit exclusion.
TPD Benefit exclusions	<p>No Benefit is paid on TPD occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> 1) Pre-existing condition; 2) Intentional self-inflicted injury or attempted suicide, whilst Sane or insane; 3) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion; 4) Participation in dangerous or hazardous sports or activities, flying or taking part in any form of aerial activities (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline); 5) Consumption of alcohol, or non-prescribed or illegal drugs or narcotics; or 6) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).
Notification timeframe for TPD claims	<p>We must be notified of a TPD claim by the Claimant within:</p> <ol style="list-style-type: none"> 1) Thirty (30) days of TPD Date for Presumptive TPD; or 2) Six (6) months from TPD Date.

	Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible
Documents supporting a TPD claim	A claim form will be provided when the Claimant notifies Us of a claim for the TPD Benefit. The Claimant must complete the claim form, and provide proof of age of the Life Insured such as a copy of their identity card or passport, a report on the medical assessment and any additional documentation, within thirty (30) days of the later of notifying the claim or fulfilling the definition of TPD. The medical assessment must be conducted by a medical doctor licensed to practise in Malaysia, within thirty (30) days after first fulfilling the definition of TPD.
Settlement terms for TPD Benefit	The payment of a TPD Benefit will be a single amount to the Life Insured. On payment of the TPD Benefit, We are discharged from any further liability in respect of that Life Insured.

(III) Surrender Benefit

Surrender of the Certificate of Insurance	<p>While the Certificate of Insurance is In Force, Life Insured may surrender the Certificate of Insurance to Us for its surrender Benefit (if any) by returning the Certificate of Insurance to Us at Our Head Office, along with a written surrender request signed by the Life Insured. The written surrender request must be submitted together with any other documents that We may require.</p> <p>The surrender Benefit payable is the Surrender Value as follow:</p> $(80\% \times \text{Annual Premium}) \frac{\text{No. of days remaining to the next anniversary/ Expiry Date}}{\text{No. of days in the commencement year}}$ <p>Upon payment of the surrender Benefit, We are discharged from any future liability in respect to that Life Insured.</p>
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COMPLAINTS AND DISPUTE RESOLUTION

How to complain to Us	If a Claimant is not satisfied with Our service under the Master Policy and/ or Certificate of Insurance, please write to Our postal address: Complaint Management Unit, Etiqa Life Insurance Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03 – 2297 1919; or e-mail at complaint_cmu@etiqa.com.my . Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).
How to complain to the government regulator	<p>If a Claimant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Master Policy and/ or Certificate of Insurance number, and any correspondence between the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; or by facsimile to 03–2174 1515; or e-mail at bnmlink@bnm.gov.my. The BNM telephone number is 1- 300-88-5465.</p>

<p>How to settle a dispute through mediation</p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant, in the event that the Claimant is dissatisfied with the decision of Etiqa Life Insurance Berhad to a dispute, or Etiqa Life Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : enquiry@ofs.org.my</p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Life Insurance Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Life Insurance Berhad or visit the OFS website at www.ofs.org.my.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's right to take legal action against Etiqa Life Insurance Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p>How to settle a dispute through arbitration</p>	<p>If a Claimant disputes a decision We have made relating to the Master Policy and/ or Certificate of Insurance, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant and We shall mutually agree to appoint a single Arbitrator. If the Claimant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant and Us.</p>