

ETIQA LIFE INSURANCE POLICY

Ezy-Secure

POLICY INFORMATION STATEMENT

<p>Payment of Premium due</p>	<p>Each Policy Owner has the obligation to pay the Premiums to Us. The first Premium is due at the Commencement Date. Any subsequent Premium is due on the monthly or annual anniversary of the Commencement Date, according to the Premium Mode.</p> <p>The Premium is based on Your attained age (age next birthday) at the Commencement Date. The Premium will increase on the first (1st) day the next Policy Year, in accordance to Your attained age.</p> <p>Premium rates are non-guaranteed and We reserves the right to revise the premium rate by giving three (3) months prior notice. These terms are as agreed between the Policy Owner and Us.</p>
<p>Settlement terms for Premiums</p>	<p>Settlement of the Premiums shall be by payment from the Policy Owner to Us.</p> <p>Payment by the Policy Owner must be auto debit on a credit card to Us. We accept Visa and MasterCard. We reserve the right to differ Our current practice when deemed necessary.</p> <p>Payment of a Premium must be received within the Grace Period from the date that the Premium is due.</p> <p>If a Premium due is not received within the Grace Period, then We are discharged from any further liability under the Policy from the date Premiums are due.</p>
<p>Right to terminate the Policy</p>	<p>The Policy Owner has the right to terminate the Policy, for any reason.</p> <p>In the event of termination within the Free Look Period of fifteen (15) days, the Policy Owner has the right to a refund. The refund will be the Premiums received by Us. Notification must be received by Us during the Free Look Period. The Policy 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 Policy Owner will not be receiving any surrender benefit under the Policy.</p>
<p>Right to nominate Insurance Benefits</p>	<p>Where the Policy Owner is the Life Insured, the Policy Owner of the Policy may nominate a person to receive Insurance Benefits payable upon 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; or 2) By notifying Us in writing, at any time after the issuance of the Policy. <p>The Policy Owner may specify the shares to be paid to the Nominee. In the absence of such specified shares by the Policy Owner, We shall pay the Nominee in equal shares.</p> <p>A Nomination by the Policy Owner 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 payment of Insurance Benefits, We shall be discharged from any further liability with respect to any person paid.</p>
<p>Right to assign policy ownership</p>	<p>Where the Policy Owner is the Life Insured, the Policy Owner of the Policy may assign a person to transfer the Policy ownership to that person.</p> <p>The assignment must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> 1) At the time of application; or 2) By notifying Us in writing, at any time after the issuance of the Policy. <p>We assume no responsibility for the validity or sufficiency of the assignment.</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 Your lifetime; 2) By a notice in writing from the Policy Owner to Us; or 3) By any subsequent nomination by the Policy Owner 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>
Right to revoke an assignment	<p>An assignment shall be revoked by a notice in writing from the assignee to Us.</p>
Sales illustration	<p>Any sales illustration that You have received is strictly for Your reference only to understand the benefits, the main terms and conditions of the Policy and the guaranteed benefits identified in the sales illustration. The sales illustration is not intended to be a legally binding contract between You and Us.</p>
Our Head Office Address	<p>Our Head Office address is: Etiqua Life Insurance Berhad Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur. Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 Email: info@etiqua.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 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 benefits according to the terms and conditions of the 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 Policy.</p>
How to contact Us	<p>If You need to contact Us, have any questions relating to the Policy, or have a request to change the contents of the Policy, 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@etiqua.com.my, or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.</p>
What to do if You change Your address	<p>Please contact Us immediately should You or Your Nominee change Your address. This will ensure that We can communicate with You and Your Nominee in a timely manner.</p>
How to complain to Us	<p>If a Claimant or Policy Owner is not satisfied with Our service under the Policy, 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@etiqua.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 or Policy Owner is not satisfied with Our conduct, please write to the BNM, including details of the conduct, nature of their dispute, Our name, Policy number, and any correspondence between a Claimant or Policy Owner, 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 or Policy Owner, in the event that the Claimant or Policy Owner 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 or Policy Owner 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 or Policy Owner.</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 or Policy Owner'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 or Policy Owner disputes a decision We have made relating to the Policy, and does not wish to mediate the dispute, nor accepts OFS's decision following mediation, the Claimant or Policy Owner may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant or Policy Owner and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Policy Owner and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Policy Owner 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 or Policy Owner and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Policy Owner 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 or Policy Owner and Us.</p>

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

ETIQA LIFE INSURANCE POLICY

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<p>This Policy is the entire contract between You and Us</p>	<p>This Policy forms the entire contract between You and Us, and consists of:</p> <ol style="list-style-type: none"> 1) The Policy; 2) The application form; 3) The Policy Information Page; 4) The Policy Information Statement; and 5) Any Endorsements We may issue on this Policy. <p>Any change to this Policy must be contained in the Endorsement made to it by Etiqa Life Insurance Berhad.</p> <p>As this is the legal contract between You and Us, please read Your Policy carefully and confirm that this life insurance plan meets Your requirements.</p>
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GENERAL DEFINITIONS

This section identifies and defines phrases, words or abbreviations which are common 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
Accidental Death	Death due to a sudden, violent, unforeseen and unplanned event that is external and visible in nature.
Accidental TPD	Total and Permanent Disability due to a sudden, violent, unforeseen and unplanned event that is external and visible in nature.
Aggregate Sum Insured	The sum, on all policies issued by Us, of the benefits payable due to similar events or conditions, affecting the Life Insured.
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 Us.
Claimant	The Policy Owner, the Life Insured, the Nominee or the assignee of the Policy Owner's estate, who is entitled to claim the Insurance Benefit, according to the terms and conditions of the Policy.
Commencement Date	The earliest date at which the Policy Owner is eligible for Insurance Benefit according to the terms and conditions of the Policy. The Commencement Date is provided in the Policy Information Page.
Cover Period	The period starting on the Commencement Date and finishing on the Expiry Date. The Cover Period is provided in the Policy Information Page.
Endorsement	A change to the Policy. The Endorsement will be notified or issued by Us.
Expiry Date	The last date at which the Life Insured is eligible to Insurance Benefit according to the terms and conditions of the Policy. The Expiry Date is provided in the Policy Information Page.
Ombudsman for Financial Services , or OFS	An independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.
Free Look Period	This is the period of fifteen (15) days, from when the Policy was received by the Policy Owner.
Grace Period	The additional period of time that provided for Policy Owner to pay the Premium due. The Grace Period under this Policy is thirty-one (31) days from the date the Premium is due.

In Force	A status of the Policy reflecting the eligibility of a Policy Owner to Insurance Benefit according to the terms and conditions of the Policy. A Policy has the status of In Force at a point in time, if at that point in time all the following conditions are fulfilled: <ol style="list-style-type: none"> 1) We have issued the Policy to the Policy Owner; 2) The Life Insured is alive; 3) The Premiums due on the Policy have been received within the Grace Period by Us, or Reinstatement of the Policy by Us according to the terms and conditions of the Policy; 4) The eligibility of the Policy Owner to Insurance Benefit has not been terminated or voided, according to the terms and conditions of the Policy; and 5) 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 Benefit section of the Policy.
Issue Date	The date that the Policy was issued by Us. The Issue Date is provided in the Policy Information Page.
Lapse(d)	A Policy has a Lapse state at a point in time, if at that point in time Premiums due have not been received by Us within the Grace Period.
Life Insured	The person named as the Life Insured in the Policy Information Page.
Material Information	Any information, reports, answers, and disclosures provided by the Policy Owner or Life Insured, or a third party on behalf of the Policy Owner or Life Insured, which is: <ol style="list-style-type: none"> 1) In respect of the Life Insured or Policy Owner; and 2) Is provided prior to the Issue Date or the latest Endorsement date.
Natural Death	Death due to natural causes.
Natural TPD	Total and Permanent Disability due to natural causes.
Nominee	The person that the Policy Owner has nominated to receive the Insurance Benefit payable under the Policy upon death of the Life Insured. The nomination must be registered with Us.
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 Policy Owner or the Life Insured, or a third party on behalf of the Policy Owner or Life Insured, which is in respect of the Life Insured or Policy Owner. Personal Data does not include information, reports, answers, and disclosures which are in the public domain.
Policy Owner, You, or Your	The entity or person named as the Policy Owner in the Policy Information Page.
Policy	This document, and all subsequent Endorsements which are identified as relating to this document.
Policy Anniversary	The anniversary of the Commencement Date.
Policy Year	Any one (1) year period that starts on the Commencement Date, or a subsequent Policy Anniversary.
Premium	The amount of money paid regularly by the Policy Owner to Us, according to the terms and conditions of the Policy.
Premium Mode	This is the frequency of premium payments in a year. The Premium Mode can be monthly or annual. The Premium Mode is provided in the Policy Information Page. If the Policy Owner changes the frequency of Premium payments, the Premium amount due on each new due date will change.
Reinstatement	The act of reactivating the Policy from a Lapsed status back to In Force, according to the terms and conditions of the Policy.
Sum Insured	The amount of insurance coverage provided by the Policy. The Sum Insured is provided in the Policy Information Page.

Trust	<p>A nomination by the Policy Owner, other than a Muslim Policy Owner, shall create a Trust in favour of the Nominee of the Insurance Benefit payable under the Policy upon the death of the Life Insured if :</p> <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 Policy Owner should appoint a trustee for the Policy 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 Policy Owner and where there is no surviving parent, the public trustee or a trust company nominated by the Policy Owner, shall be the trustee.</p> <p>For Muslim Policy Owner, no trust policy shall be created. The Nominee of a Muslim Policy Owner shall receive the Insurance Benefit payable upon the death of the Life Insured as an executor and not solely as a beneficiary.</p> <p>If the Policy Owner's intention is for such Nominee to receive the Insurance Benefit beneficially and not as an executor, the Policy Owner must assign the Insurance Benefit of the Policy to such person.</p>
We, the Company, Our, or Us	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
Activities of Daily Living	<p>The six (6) Activities of Daily Living are:</p> <ol style="list-style-type: none"> 1) Bathing or washing; 2) Continence, that is, to exercise voluntary control over bowel and bladder functions necessary to maintain personal hygiene; 3) Dressing, that is, to put on or take off necessary items of clothing; 4) Eating, that is, to feed once food has been prepared; 5) Mobility, that is, the ability to move from room to room; and 6) Transfer, that is, the ability to get in and out of a chair. <p>Ability in Activities of Daily Living must be without physical assistance from another person, or mechanical equipment, devices, other aids or adaptations.</p>
Presumptive TPD	<p>This is defined as the:</p> <ol style="list-style-type: none"> 1) Loss of sight in both eyes; 2) Loss of two limbs; or 3) Loss of sight in one eye and loss of one limb. <p>Loss of a limb is amputation between wrist and shoulder for an arm, and between ankle and hip for a leg. Loss of sight must be total and irrecoverable.</p>
Total and Permanent Disability, or TPD	<p>TPD means the permanent, complete and continuous Unemployment of the Life Insured due to injury or sickness, for the remainder of their lifetime.</p> <p>If the Life Insured does not engage in any gainful occupation at the TPD Date, then the Life Insured will only be deemed as TPD if the Life Insured is permanently unable to perform at least three (3) of the Activities of Daily Living.</p> <p>TPD must be beyond the hope of recovery based on current medical knowledge and technology.</p> <p>In order for Us to determine TPD, the disability must be uninterrupted for at least six (6) months from the TPD Date, except in cases of Presumptive TPD for which We will immediately recognise TPD.</p>

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.
Unemployment	Unemployment means the inability to perform or engage in any gainful work, for the remainder of the Life Insured's lifetime.

GENERAL TERMS & CONDITIONS

Contract Basis	The Policy and Endorsement, 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 and Tables	Unless indicated otherwise, headings and tables within the Policy are inserted for convenience only, and shall not affect the interpretation of the Policy.
How to contact Us	If You need to contact Us, have any questions relating to the Policy, or have a request to change the contents of the Policy, 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 Policy shall be made in the legal currency of Malaysia.
Applicable law	The Policy shall be interpreted and governed by the legislation of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Policy, if there are changes in taxation, regulations or legislation that affect this Policy. We shall notify You in writing when terms in this Policy need to be changed.
Sanction limitation and exclusion clause	This Policy 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 Policy with immediate effect and shall not thereafter be required to transact any business with You in connection with this Policy.

GENERAL RIGHTS & OBLIGATIONS

Conditions precedent to rights	The Policy Owner and Life Insured due observance and fulfilment of the terms and conditions of the Policy shall be conditions precedent to the rights under the Policy.
Right to terminate the Policy	The Policy Owner has the right to terminate the Policy, for any reason. In the event of termination within the Free Look Period of fifteen (15) days, the Policy Owner has the right to a refund. The refund will be the Premiums received by Us. Notification must be received during the Free Look Period. The Policy 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. In the event of termination after the Free Look Period, the Policy Owner will not be receiving any surrender benefit under the Policy.
Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism	If We discover, or have justified suspicion, that the Policy is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Policy immediately. We shall deal with all Premiums paid and all benefits or sums payable in respect of the Policy in accordance with any applicable laws.

<p>Right to reinstate a Policy terminated due to Lapse</p>	<p>If Your Policy has Lapsed, You may request to reactivate this Policy to an In Force state provided all the following conditions are fulfilled, at the effective date of Reinstatement:</p> <ol style="list-style-type: none"> 1) The Life Insured is alive; 2) All Premium due since Commencement Date are received by Us; 3) We have received, to Our satisfaction, evidence of health of the Life Insured, and other information required by Us; 4) The Expiry Date has not been reached; 5) Reinstatement is less than one (1) year from the effective date of Lapse; and 6) No Insurance Benefit has been paid, or claims notified according to the terms and conditions under the Policy. <p>Your application for Reinstatement and any written statement from You will become part of this Policy.</p> <p>We reserve the right not to reinstate the Policy, or to reinstate the Policy with additional conditions.</p>
<p>Obligation to correct mistakes and errors</p>	<p>We shall correct any mistake or error made in the Policy 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 Policy, and will be valid from the effective date of the Endorsement.</p>
<p>Data protection obligations and rights</p>	<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 Policy Owner or 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 Policy Owner or a Life Insured (from time to time); 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 Policy Owner and Life Insured will keep Us updated in respect of all such Personal Data as soon as is practical.</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 Policy Owner and Life Insured provide other Personal Data required for the purposes of the Policy.</p> <p>Prior to providing Us with the Personal Data of any individual, the Policy Owner or 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>

<p>Obligation to take reasonable care and not to misrepresent</p>	<p>It is the duty of the Policy Owner and 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 reinstating according to the terms and conditions of the Policy; 3) If varying the Policy; and 4) If required by Us to confirm answers or declarations previously provided. <p>This duty shall continue until the Commencement Date of the Policy, or the effective date of a subsequent variation.</p> <p>In the event that We identify misrepresentation within two (2) years of the later of the Commencement Date, or the effective date of the latest Reinstatement for that Policy, the remedies of the Financial Services Act 2013 will apply.</p> <p>We can only challenge a Policy for misrepresentation more than two (2) years from the later of the Commencement Date or effective date last Reinstated for the Policy, if We are able to show that the Policy Owner or the Life Insured suppressed or fraudulently provided Material Information, which if known by Us, would have led to Our refusal to issue the Policy, or would have led Us to impose terms and conditions less favourable than those imposed in the Policy. In such an event the remedies of the Financial Services Act 2013 will apply.</p>
<p>Right to adjust terms for misstatement of age or sex</p>	<p>If the age or sex of the Life Insured has been misstated, resulting in a shortage of the 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 the Premium on that Policy, then We shall refund the excess to the Policy Owner.</p> <p>The adjustment to Sum Insured or the refund will be based on Our Premium rates in effect at the Commencement Date.</p>
<p>Right to waiver and non-waiver of rights</p>	<p>A delay or failure by Us to exercise or enforce any rights under the Policy, shall not be deemed as a waiver of any such rights, or termination of those rights. Waiver of any right by Us shall only be valid when confirmed in writing provided such delay or failure to exercise or enforce is still within the statutory limitation period under any applicable laws.</p>
<p>Right to nominate Insurance Benefit</p>	<p>Where the Policy Owner is the Life Insured, the Policy Owner of the Policy 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; or 2) By notifying Us in writing, at any time after the issuance of the Policy. <p>The Policy Owner may specify the shares to be paid to the Nominee. In the absence of such specified shares by the Policy Owner, We shall pay the Nominee in equal shares.</p> <p>A nomination by the Policy Owner 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 under the Policy.</p>
<p>Right to assign Policy ownership</p>	<p>Where the Policy Owner is the Life Insured, the Policy Owner of the Policy may assign a person to transfer the Policy ownership to that person.</p> <p>The assignment must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> 1) At the time of application; or 2) By notifying Us in writing, at any time after the issuance of the Policy. <p>We assume no responsibility for the validity or sufficiency of the assignment.</p>
<p>Right to revoke a nomination</p>	<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 Your lifetime; 2) By a notice in writing from the Policy Owner to Us; or 3) By any subsequent nomination by the Policy Owner to Us. <p>Subject to the above, a nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Revocation of nomination requires the consent from the trustee if there is a trust policy created.</p>
<p>Right to revoke an assignment</p>	<p>An assignment shall be revoked by a notice in writing from the assignee to Us.</p>

INSURANCE BENEFITS

<p>The claim process and how to make a claim</p>	<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 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 benefits according to the terms and conditions of the 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 Policy.</p>
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(I) DEATH BENEFIT

<p>Insurance Benefit payable on death</p>	<p>Natural Death</p> <p>Upon Natural Death of the Life Insured, the total Premium paid will be payable if the Natural Death occurs within the first (1st) Policy Year.</p> <p>If Natural Death of the Life Insured occurs from the second (2nd) Policy Year onwards, the Sum Insured will be payable.</p> <p>Accidental Death</p> <p>Upon Accidental Death of the Life Insured, the death benefit under the Policy is the Sum Insured, subject to the restrictions and adjustments applicable to the death benefit.</p>
<p>Restrictions and adjustments to the death benefit</p>	<p>The restrictions applicable to the death benefit are as follows:</p> <ol style="list-style-type: none"> 1) Death must have occurred whilst the Policy is In Force; 2) On death directly or indirectly due to suicide within one (1) year from the Issue Date, or latest Reinstatement date, whichever is later, the death benefit is the Premium paid only; and <p>The death benefit, after allowing for any restrictions applicable to the death benefit, is reduced by:</p> <ol style="list-style-type: none"> 1) Any prior payments of TPD benefits in respect of the Life Insured under the Policy; and 2) Any Premiums due prior to the effective date of death which have not been received by Us.
<p>Notification timeframe for death claims</p>	<p>We must be notified of a death claim by the Claimant within thirty (30) days from the date of death.</p> <p>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.</p>
<p>Documentation supporting a death claim</p>	<p>A claim form will be provided when the Claimant notifies 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 Life Insured's identity card or passport, the death certificate, and any additional documentation, within thirty (30) days of notification.</p>

Settlement terms for death benefit	<p>If the Life Insured is not the Policy Owner, the death benefit is paid to the Policy Owner.</p> <p>If the Life Insured is the Policy Owner, then the death benefit is paid:</p> <ol style="list-style-type: none"> 1) According to the shares specified to the Nominee; or 2) To the assignee, if the Policy has been assigned. <p>On payment of the death benefit, We are discharged from any further liability under the Policy.</p>
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(II) TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

Insurance Benefit payable on TPD	<p>Natural TPD</p> <p>Upon TPD of the Life Insured, the total Premium paid will be payable if the Natural TPD occurs within the first (1st) Policy Year.</p> <p>If Natural TPD of the Life Insured occurs from the second (2nd) Policy Year onwards, the Sum Insured will be payable.</p> <p>Accidental TPD</p> <p>Upon TPD of the Life Insured due to Accident, the TPD benefit under the Policy is the Sum Insured, subject to the restrictions and adjustments applicable to the TPD benefit.</p>
Restrictions and adjustments to the TPD benefit	<p>The restrictions applicable to the TPD benefits under the Policy 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 Policy is In Force; 2) No benefit is payable on or after the Life Insured has attained their sixty-fourth (64th) birthday ; and 3) No benefit is payable on TPD directly or indirectly due to a TPD Benefit exclusion. <p>The TPD benefit, after allowing for any restrictions applicable to TPD benefits, is reduced:</p> <ol style="list-style-type: none"> 1) Such that the Aggregate Sum Insured on TPD for that Life Insured is limited to Two Million Malaysian Ringgit (RM2 million); and 2) By any Premiums prior to the TPD Date for that Life Insured which have not been received by Us.
TPD benefit exclusions	<p>No benefit is payable on TPD occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> 1) Intentional self-inflicted injury or attempted suicide; 2) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion; 3) Participation in dangerous or hazardous sport or activities such as (but not limited to) horse riding, water sports (except non-motorized sailing craft and swimming), hunting, racing (except foot racing), mountaineering, potholing or caving, and winter sports; 4) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning; 5) War (whether declared or not), revolution, attack by a foreign country, or invasion; 6) Consumption of alcohol, or non-prescribed or illegal drugs or narcotics; 7) Physical and violent provocation by the Life Insured, leading to a similar response that leads to injury; 8) Inhalation of poison, gas or fumes whether, voluntarily or involuntarily taken; 9) Radioactive contamination arising from fuel, weapons, waste or processing; or 10) 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 for other causes of TPD. <p>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.</p>
Documentation supporting a TPD claim	<p>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 the 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.</p> <p>In event that the TPD benefit is settled in two instalments, a second (2nd) report on the medical assessment must be provided as evidence of continuing TPD. The medical assessment must be conducted by a medical doctor licensed to practise in Malaysia, within thirty (30) days after the due date of the second (2nd) instalment.</p>
Settlement terms for TPD benefit	<p>The payment of a TPD benefit will be a single amount to the Policy Owner, or the assignee (if the Policy has been assigned), except for non-Presumptive TPD and if the Aggregate Sum Insured on TPD for that Life Insured exceeds One Million Malaysian Ringgit (RM1 million), in which case the TPD benefit will be paid by two instalments:</p> <ol style="list-style-type: none"> 1) The first instalment under the Policy will be determined such that the total first payment on all policies is One Million Malaysian Ringgit (RM1 million); and 2) The second instalment will be the balance of the admitted liability and will be made twelve (12) months after the first instalment. <p>On payment of all instalments of the TPD benefit, where the Aggregate Sum Insured at the TPD Date was no more than Two Million Malaysian Ringgit (RM2,000,000), We are discharged from any further liability under this Policy.</p> <p>On payment of all instalment of the TPD benefit, where the Aggregate Sum Insured at the TPD Date is more than Two Million Malaysian Ringgit (RM2,000,000), We are discharged from any further liability under the TPD benefit. Thereafter, the Sum Insured of the Policy shall be reduced by Two Million Malaysian Ringgit (RM2,000,000). The balance of the Sum Insured shall be payable upon death, whichever is earlier, subject to the terms and conditions of the Policy.</p>

PREMIUMS

Payment of Premium due	<p>Each Policy Owner has the obligation to pay the Premiums to Us. The first Premium is due at the Commencement Date. Any subsequent Premium is due on the monthly or annual anniversary of the Commencement Date, according to the Premium Mode.</p> <p>The Premium is based on Your attained age (age next birthday) at the Commencement Date. The Premium will increase on the first (1st) day the next Policy Year, in accordance to Your attained age.</p> <p>Premium rates are non-guaranteed and We reserves the right to revise the premium rate by giving three (3) months prior notice. These terms are as agreed between the Policy Owner and Us.</p>
Settlement terms for Premiums	<p>Settlement of the Premiums shall be by payment from the Policy Owner to Us.</p> <p>Payment by the Policy Owner must be auto debit on a credit card to Us. We accept Visa and MasterCard credit cards. We reserve the right to differ Our current practice when deemed necessary.</p> <p>Payment of a Premium must be received within the Grace Period from the date the Premium is due.</p> <p>If a Premium due is not received within the Grace Period, We are discharged from any further liability under the Policy from the date Premiums are due.</p>

COMPLAINTS & DISPUTE RESOLUTION

How to complain to Us	<p>If a Claimant or Policy Owner is not satisfied with Our service under the Policy, 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 or Policy Owner is not satisfied with Our conduct, please write to the BNM, including details of the conduct, nature of their dispute, Our name, Policy number, and any correspondence between the Claimant or Policy Owner 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 facsimile number 03-2174 1515; or e-mail at bnmlink@bnm.gov.my. The BNM telephone number is 1-300-88- 5465.</p>
How to settle a dispute through mediation	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Policy Owner, in the event that the Claimant or Policy Owner 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 or Policy Owner may file the dispute in person at the OFS office. 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 or Policy Owner.</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 or Policy Owner's right to take legal action against Etiqa Life Insurance Berhad should they be dissatisfied with the outcome by the OFS.</p>
How to settle a dispute through arbitration	<p>If a Claimant or Policy Owner disputes a decision We have made relating to the Policy, and does not wish to mediate the dispute, nor accepts OFS's decision following mediation, the Claimant or Policy Owner may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant or Policy Owner and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Policy Owner and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Policy Owner 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 or Policy Owner and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Policy Owner 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 or Policy Owner and Us.</p>