FLEXI PA

FLEXI PA POLICY

This Policy is issued in consideration of the payment of premium as specified in the Schedule and pursuant to the answers given in Your Application Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You (the Insured Person) and Us (Etiqa General Insurance Berhad).

ELIGIBILITY

To be eligible under this Policy, You must be a Malaysian Citizen or a Permanent Resident of Malaysia of at least eighteen (18) years of age and not more than sixty-five (65) years of age on the Effective Date of Insurance.

CASH BEFORE COVER

It is fundamental and absolute special condition of this contract of insurance that the full premium due must be paid and received by Us before the insurance cover under the Policy, Endorsement or Renewal as the case may be, can commence. If this condition is not complied with then this Policy is automatically null and void.

Subject otherwise to the terms and conditions of this insurance.

PERIOD OF COVER

This Policy shall be effective for a period of one (1) year from the Effective Date of Insurance and can be renewed annually. On each renewal, this Policy is renewable at the premium rate in effect at that time and You shall be notified in writing of any change in the renewal premium at least thirty (30) days before any change is effected. This Policy is renewable at Our option up to Your age of seventy (70) years old.

DEFINITIONS

Accident and **Accidental** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

Benefit means the respective Benefit, as stated in this Policy, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Policy.

Bodily Injury means bodily injury suffered by You during the Period of Insurance resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

Communicable Disease
Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Effective Date of Insurance means the effective date as stated in the Schedule.

Endorsement means written evidence of an agreed change to this Policy.

Hospital Confinement means admission to a Hospital as an in-patient due to an Accident on the recommendation of a Medical Practitioner. A patient shall not be considered as an in-patient if he/she does not physically stay in the Hospital for the whole period of confinement.

Hospital means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:

a) has facilities for diagnosis and major surgery;
b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
c) is under the supervision of a Medical Practitioner; and
d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.

Medical Practitioner means a registered medical practitioner, doctor, physician or surgeon qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice. The attending medical practitioner cannot be You, Your Spouse, Your businesss partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

Permanent Total Loss of Hand means:

a) amputation of an entire hand;
b) amputation of all four fingers from where the fingers join the palm of the hand; or
c) Permanent total loss of use of an entire hand or all four fingers.

Permanent Total Loss of Leg means:

a) amputation of a foot (at or above the ankle); or
b) Permanent total loss of use of a foot.

Permanent Total Loss of Limb means:

a) amputation of a hand (at or above the wrist);
b) amputation of a foot (at or above the ankle); or
c) Permanent total loss of use of hand, arm or leg.

Permanent Total Loss of Sight means physical loss of an eye or permanent and total loss of sight, which shall be considered as having occurred in both eyes if so certified by a registered fully qualified ophthalmic specialist. However, We reserve the right to seek a second opinion.

Period of Insurance means the period starting from the Effective Date of Insurance during which the coverage under this Policy is effective.

Pre-existing Conditions means any injury, illness, symptom and/or condition which existed before the Effective Date of Insurance. You may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

a) You had received or is receiving treatment;
b) medical advice, diagnosis, care or treatment has been recommended;
c) clear and distinct symptoms are or were evident; or
d) its existence would have been apparent to a reasonable person in the circumstances.

Schedule means the information page that contains the details of the Insured Person, Benefit, premium and Period of Insurance attached to this Policy.

Us/We/Our means Etiqa General Insurance Berhad.

You/Your/ Insured Person means the Insured Person named in the Schedule.

COVERAGES AND BENEFIT AMOUNTS

COVERAGES	BENEFIT AMOUNT
Section 1 – Accidental Death	**RM50,000**
If You sustained Bodily Injury during the Period of Insurance which results in Accidental Death within fifty-two (52) weeks from the date of Accident, We shall: a) upon authorisation from Your nominee or estate, fully settle Your outstanding hire purchase loan for any private car registered under Your name, and pay the remaining Benefit Amount, if any, to Your nominee or estate; or. b) if there is no authorisation to settle any outstanding hire purchase loan, pay the full Benefit Amount to Your nominee or estate.	
Section 2 – Permanent Total Disability	**RM50,000**
If You sustained Bodily Injury during the Period of Insurance which results in: a) Permanent Total Paralysis; b) Permanently being bedridden; c) Permanent Total Loss of Sight of both eyes; or d) Permanent Total Loss or Permanent Total Loss of Use of both hands or both legs or both limbs or combination of these; within fifty-two (52) weeks from the date of Accident, We shall pay the Benefit Amount. **Conditions applicable to Section 2** 1. If You claim for more than one form of Permanent Total Disability sustained in any one Accident, then the total amount payable shall not exceed the Benefit Amount payable for Permanent Total Paralysis. 2. Permanent Total Disability Benefit shall not be payable in the event Accidental Death Benefit Amount in connection with the same Accident becomes payable. 3. This Policy shall cease to apply once the Benefit Amount under Section 1 or Section 2 is paid.	
Section 3 – Hospital Confinement Allowance	**RM50 per night up to RM5,000**
If You sustained Bodily Injury during the Period of Insurance which requires You to be hospitalised, We will pay You RM50.00 per night of Hospital Confinement up to RM5,000 (100 nights) in any one annual Period of Insurance.	

EXTENSIONS

1. Sedentary Work / Off-Duty Cover

If You are employed or engaged under any of the following occupations:

a) military, civil defence, law enforcement, fire-fighter or security guard/officer;

b) air crew, ship crew, oil-rig crew, diver or fisherman;
c) mining, logging, sawmilling, woodworking or underground works;
d) demolition, blasting or quarry;
e) activities or work involving scaffolding, gondolas, ropes or cables; or
f) dealing with explosives, poisonous or hazardous gases, liquids or substances;

by virtue of the extension granted under this Policy, cover is deemed granted provided:
a) You are employed to do sedentary/desk-bound duties only; or
b) You are off-duty and/or safely return to mainland at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

2. Disappearance

If You disappear and Your body has not been found within one (1) year after Your disappearance, We shall pay the death Benefit after We have examined all available evidence and We are satisfied that the disappearance can be presumed to be due to Your death as the result of an Accident.

Subsequently, if You are found to be alive, any amount that We have paid must be refunded to Us.

GENERAL EXCLUSIONS

We shall not pay for any Benefit under this Policy caused by or contributed to/ by or related to any of the following:

1. Wilful, criminal, illegal or intentional acts, or neglect;
2. Self-inflicted injury, unless the injury results in death;
3. War or any act of war, declared or undeclared;
4. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; or
5. Riding or driving without a valid driving license. This will not apply to Insured Person with an expired license but are not disqualified from holding or obtaining such driving licence under the regulations of the Malaysian Road Transport Department or any other relevant laws.

GENERAL CONDITIONS

1. Amendments and Changes

a) By Us

We reserve the right to amend the terms, exclusions and conditions of this Policy by giving You thirty (30) days prior notice in writing by ordinary post to Your last known address in Our records.

b) By You

You shall give thirty (30) days written notice to Us of any change of address, occupation or physical defect or weakness due to disease during the Period of Insurance.

2. Arbitration

All differences arising out of this Policy shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. The costs of the reference and of the award shall be at the discretion of the arbitrator, arbitrators or umpire making the award.

It shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of Benefit if disputed, shall be first obtained.

3. Claims Notification, Procedure and Settlement

a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
b) You may be required, at Our expense to undergo further medical examination.
c) We will only pay the Benefits if medical report, medical certificates, police report, original invoices/quotations and receipts (for all reimbursement benefit) and other evidence which We may require are provided on request at Your expenses.
d) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.
e) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
   i. Your identity; or
   ii. The circumstance of the loss.
f) In the event of death, We shall be entitled to have a post-mortem report at Your expenses.
g) We will pay the Benefits due under this Policy to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Financial Services Act 2013.

4. Currency

All payments under this Policy shall be made in the legal currency of Malaysia.

5. Misrepresentation / Fraud

This Policy shall be void if Your application or declaration is untrue or if this Policy or any renewal is obtained through misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated.

6. Notice of Trust or Assignment

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.

7. Payment of Benefit

Any Benefit payable under this Policy shall be paid to You or Your nominee, if any, as stated in the Schedule or otherwise to Your estate. Any receipt by You or Your nominee or estate of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

8. Portfolio Withdrawal

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by written notice to You at least thirty (30) days before the cancellation and We will run off all Policies to expiry of their periods of cover within the portfolio.

9. Subrogation

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

10. Termination of Policy

a) Termination by You

If You give notice in writing to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund the premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance.

b) Automatic Termination

This Policy shall be terminated upon Your death or upon payment of any Benefit under Coverage and Benefit Amounts - Sections 1 or 2.

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to You at Your last known address or by electronic mail. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance.

d) Effective Time of Termination

This Policy shall terminate at 12:01am Malaysian Time on the relevant date of termination.

11. Errors and Omissions

We will rectify any error or omission in this Policy by issuing an Endorsement which will be sent to You.

Any such rectification will not affect Your rights and obligations as originally agreed to between Us. Once such an Endorsement has been issued, only the incorrect provisions in this Policy will no longer be valid.

12. Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism

If We discover, or have justified suspicion, that this Policy is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all premiums paid and all Benefits or sums payable in respect of this Policy in any manner which we deem appropriate, including but not limited to handing it over to the relevant authorities.

13. Nomination

If You are Insured Person, You may nominate a person(s) to receive the policy moneys payable under this Policy:

i. For Muslim, the nominee(s) has to distribute the Benefit(s) as specified under the Financial Services Act 2013 according to Islamic Law and/or any other applicable laws.
ii. For Non-Muslim, the Nominee(s) will act as executor(s) to distribute the Benefit(s) as specified under the Financial Services Act 2013 and/or any other applicable laws.

If You wish for Your Nominee(s) to receive the policy moneys for his/her own benefit and not as an executor to distribute the policy moneys in accordance with the law, then You should assign this Policy to Your Nominee(s).

For Non-Muslim, an assignment is not necessary if the Nominee(s) is Your spouse, child or parent (if there is no spouse or child living at the time of nomination), as a trust is created in their names. You 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 You and where there is no surviving parent, the public trustee or a trust company nominated by You, shall be the trustee.

At the time of claim, if any of the Nominee(s) has predeceased You (subject to no subsequent changes to the nomination during Your lifetime), the percentage (%) of the deceased Nominee(s) will be distribute equally among the surviving Nominee(s), who will then act as executor(s) to distribute the proceeds.

14. Sanction Limitation 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 Comprehensive Iran Sanctions, Accountability and Divestment Act (CISAD) or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

15. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Policy if there are changes in taxation, regulations or legislation that affect this Policy. We shall notify You in writing when the terms in this Policy need to be changed.

POLICY INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:

   Etiqa General Insurance Berhad
   Level 13, Tower B, Dataran Maybank
   No. 1, Jalan Maarof
   59000 Kuala Lumpur, Malaysia
   Telephone Number: +603 2297 3888
   Facsimile Number: +603 2297 3800
   Etiqa Oneline: 1 300 13 8888
   E-mail: info@etiqa.com.my
   Homepage: www.etiqa.com.my

3. In the event of claims under the Policy, please call Our Claims Assist at 1 300 88 1007.

COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit
Etiqa General Insurance Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1 300 13 8888 or +603 2780 4500 (Overseas)
E-mail: complaint_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Financial Markets Ombudsman Service (FMOS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMOS

The Financial Markets Ombudsman Service (FMOS) may be contacted by the Claimant or Policy Holder, in the event that the Claimant or Policy Holder is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The FMOS contact details are as follows:

Telephone Number: +603 2272 2811

or

Postal address:
Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block
Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Policy Holder may file the dispute in person at the FMOS office.

The FMOS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Policy Holder.

For further details on the FMOS, please obtain the information pamphlets from Us or visit the FMOS website at www.fmos.org.my.

Engagement of the FMOS is subject to the terms of reference pursuant to Section 126 of the Financial Services Act 2013. Contacting the FMOS does not affect the Claimant's or Policy Holder's right to take legal action against Us should they be dissatisfied with the outcome by the FMOS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Policy Holder or Claimant who is not satisfied with the conduct of the Insurance Company may submit an enquiry, complaint, or feedback to **BNMLINK**.

The contact details are as follows:

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur, Malaysia
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
BNMLINK Portal: bnm.gov.my/BNMLINK