

ETIQA LIFE INSURANCE POLICY

e-Medical Pass

POLICY INFORMATION STATEMENT

Change of Address	Please inform Us immediately of any change of address of the Policy Owner or the Nominee, to ensure that there will be no interruption in communication from Us to You and the Nominee.
Failure to pay Premium	<p>Each Policy Owner has the obligation to pay the Premium to Us, according to the mode of Premium and other terms as agreed between the Policy Owner and Us.</p> <p>You are given a Grace Period of thirty one (31) days to pay the Premium due. If We do not receive Your Premium within the Grace Period, Your Policy may Lapse, except as stated under the Premiums, Lapse and Reinstatement Provisions.</p>
Payment of Premium	<p>You may pay the Premium by:</p> <ol style="list-style-type: none"> 1) Credit card; 2) Debit card; or 3) Banking account auto debit service. <p>We reserve the right to differ Our current practice when deemed necessary.</p>
Right to terminate the Policy	<p>The Policy Owner has the right to terminate the Policy, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period, We will cancel this Policy and refund the Premiums received by Us.</p> <p>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>
Right to nominate Insurance Benefit	<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 the Insurance Benefit, We shall be discharged from any further liability under the Policy.</p>
Right to assign Policy ownership	<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, by notifying Us in writing, at any time after the issuance of the Policy.</p> <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> <p>Where there is more than one Nominee and one of the Nominees who is nominated as an executor predeceases the Policy Owner, in the absence of any subsequent nomination by the Policy Owner disposing of the share of the deceased Nominee, We shall pay the share to the remaining Nominees in proportion to their respective shares.</p>
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the assignee to Us.
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.</p> <p>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:</p> <p>Etiqua 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 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 Etiqua 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 Policy. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts before any claim is payable under this Policy.</p>
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 Etiqua 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 Etiqua Online at 1-300-13-8888.
How to complain to Us	If a Claimant or Policy Owner is not satisfied with Our service under the Policy, please write to Our postal address: Complaint Management Unit, Etiqua Life Insurance Berhad, Level 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03-2785 3093, or e-mail at cmu@etiqua.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 or Policy Owner is not satisfied with Our conduct, please write to BNM. Include 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; facsimile to 03-2174 1515; or e-mail at bnmtelelink@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 (Formerly known as Financial Mediation Bureau) 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>
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 the 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

e-Medical Pass

This Policy is the entire contract between You and Us	<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>
--	--

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
Accident	A sudden, unforeseen, violent and unplanned event which is external and visible in nature, that results in bodily injury.
Anaesthetist	An individual who is licensed or registered to practice anaesthesiology in the geographical area in which the Medical Service is provided, but excluding the Policy Owner or 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.
Congenital Condition	<p>Congenital Condition shall mean:</p> <ol style="list-style-type: none"> 1) Any Medical Condition or physical abnormality that exists at birth; or 2) Neo-natal physical abnormalities that developed within six (6) months after birth. <p>This includes all types of Hernia and Epilepsy, except if they are caused by a trauma which occurs after the Policy is In Force.</p>
Deductible	<p>The monetary amount of eligible expenses that must be incurred and paid by You for each Hospitalisation before any Benefits (Section A: In-Patient and Day Care Surgery Benefits) are payable by Us within the same Policy Year.</p> <p>In assessing whether the Deductible amount has been exceeded, all eligible expenses shall be determined on the basis of Reasonable and Customary Charges.</p>

Doctor, Physician or Surgeon	<p>Doctor, Physician or Surgeon shall mean a medical practitioner:</p> <ol style="list-style-type: none"> 1) Licensed or registered to practice western medicine; 2) Who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice where the Medical Service is provided; and 3) Who is not the Policy Owner or Life Insured.
Endorsement	A change to the Policy. The Endorsement will be issued by Us and signed by Our authorised officer.
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.
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.
Hospital	<p>A registered institution under supervision of Physicians, established for the purpose of providing treatment and care of bed-paying sick or injury patients, and has facilities for:</p> <ol style="list-style-type: none"> 1) Twenty-four (24) hours nursing services by registered and graduate nurses; and 2) Diagnostic and major surgery. <p>A Hospital is expressly not:</p> <ol style="list-style-type: none"> 1) Primarily a clinic; 2) A convalescent, nursing or rest home; 3) A rehabilitation centre for alcoholics or drugs addicts; or 4) A home for the elderly or infirmed.
Hospitalisation	Admission of the Life Insured to a Hospital as a registered in-patient for treatment of a Medical Condition upon recommendation of a Physician. The Life Insured must be required to physically stay in the Hospital for the duration of Hospitalisation.
In Force	<p>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:</p> <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.
Intensive Care Unit	<p>Shall mean the following:</p> <ol style="list-style-type: none"> 1) A designated section in Hospital which is maintained on a twenty-four (24) hours basis, 2) Solely for treatment of patients in critical conditions, and 3) Equipped to provide special nursing and medical services not available elsewhere in the Hospital.
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 status 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 (including 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: 1) In respect of the Life Insured or Policy Owner; and 2) Is provided prior to the Issue Date or the latest Endorsement date.
Medical Condition	Sickness, disease, illness, or injury, that is, a pathological deviation from a normal healthy state, arising from a single cause or series of related causes.
Medical Institution	A Hospital or facility which is licensed to provide Medical Services.
Medical Service	The advice, care, diagnosis, medicines, supplies, tests, or treatment provided to the Life Insured for a Medical Condition, by a Medical Service Provider.
Medical Service Provider	A Medical Institution, Ambulance, Anaesthetist, Doctor, Pharmacist, Physician, Surgeon, or Specialist.
Medically Necessary	A medical service which is: 1) Consistent with the diagnosis and customary medical treatment for a covered Medical Condition; 2) In accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; 3) Not for the convenience of the Life Insured or the medical practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient); 4) Not of an experimental, investigational or research nature, medical technology or procedure, which has not been proven to be effective, based on established medical practice, and which has not been approved by a recognized body in the country in which the Life Insured receives the treatment; 5) For which the charges are fair, reasonable and customary for the covered Medical Condition; and 6) Provide treatment directly related to the covered Medical Condition.
Nominee	The person that You have nominated to receive the Insurance Benefit payable under the Policy upon the death of the Life Insured. The nomination must be registered with Us.
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.
Out-Patient	A person who visits the Hospital, clinic or other healthcare facility for diagnosis or treatment but is not hospitalised.
Overall Annual Limit	The total Benefits payable under this Policy in any Policy Year are limited to the Overall Annual Limit stated on the Table of Benefits for the corresponding plan stated in the Policy Information Page. Once We have paid benefits up to the Overall Annual Limit, We will not pay anymore Benefit for the duration of the remaining Policy Year.
Overall Lifetime Limit	The total Benefits payable under this Policy from Commencement Date of the Policy are limited to the Overall Lifetime Limit stated on the Table of Benefits for the corresponding plan stated in the Policy Information Page.
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.
Pharmacist	An individual who is licensed in the geographic area where the Medical Service is provided, to dispense controlled or Prescribed Medicines, but excluding the Policy Owner, Life Insured or their spouse.
Policy	This document, and all subsequent Endorsements which are identified as relating to this document.

Policy Anniversary	The anniversary of the Commencement Date.
Policy Owner, You, or Your	The entity or person named as the Policy Owner in the Policy Information Page. The Policy Owner has full right to the Policy, unless the Policy has been assigned.
Policy Year	Any one (1) year period that starts on the Commencement Date, or a subsequent Policy Anniversary.
Pre-existing Condition	<p>A Medical Condition about which the Life Insured is considered to have a reasonable knowledge, based on any of the following occurring before the Issue Date or date of Reinstatement of the Policy:</p> <ol style="list-style-type: none"> 1) The Life Insured had received or is receiving any Medical Services for the Medical Condition; 2) Medical advice, diagnosis, care or treatment has been recommended; 3) Clear and distinct symptoms are or were evident; or 4) The Medical Condition would have been apparent to a reasonable person in such circumstances.
Premium	The amount of money paid regularly by the Policy Owner to Us, according to the terms and conditions of the Policy.
Premium Mode	<p>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.</p> <p>If the Policy Owner changes the frequency of Premium payments, the Premium amount due on each new due date will change.</p>
Prescribed Medicines	Prescribed Medicines shall mean medicines that are dispensed by a Physician, a Pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Medical Condition.
Reasonable and Customary Charges	<p>Charges for medical care which is Medically Necessary shall be considered Reasonable and Customary to the extent that it does not exceed the general level of charges being made by others of similar standing within Malaysia according to 13th Schedule of the Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) (Amendment) Order 2013 and its subsequent amendments if any.</p> <p>Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age of similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Life Insured's Medical Condition.</p>
Reinstatement	The act of reactivating the Policy from a Lapsed status back to In Force, according to the terms and conditions of the Policy.
Sane	<p>A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person:</p> <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.
Specialist	<p>A medical or dental practitioner:</p> <ol style="list-style-type: none"> 1) Is referred by a Physician; 2) Licensed or registered to practice western medicine; 3) Who, in rendering such treatment, is practicing within the scope of their licensing and training in the geographical area of practice where the Medical Service is provided; 4) Who specializes in a specific field of medicine or dentistry and who is recognized as such by the appropriate health authorities; and 5) Who is not the Policy Owner or the Life Insured.

Specified Illnesses	<p>Specified Illnesses are the following list of Medical Conditions or related complications, where Medical Services were provided or symptoms would have been apparent to the Life Insured, during the first one hundred and twenty (120) days from the later of the Issue date or date of Reinstatement of this Policy, for the following Medical Conditions and related complications:</p> <ol style="list-style-type: none"> 1) Hypertension, diabetes mellitus and cardiovascular disease; 2) All tumors, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system; 3) All ear, nose (including sinuses) and throat conditions; 4) Hernias, hemorrhoids, fistulae, hydrocele, and varicocele; 5) Endometriosis including disease of the reproduction system; or 6) Vertebro-spinal disorders (including disc) and knee conditions.
Surgery	<p>Surgery shall mean any of the following medical procedures:</p> <ol style="list-style-type: none"> 1) To incise, excise or electrocauterize any organ or body part, except for dental services; 2) To repair, revise or reconstruct any organ or body part; 3) To reduce by manipulation a fracture or dislocation; or 4) The use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, oesophagus, stomach, intestine, urinary bladder, or urethra.
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 a 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	Etiqua Life Insurance Berhad.

GENERAL TERMS AND CONDITIONS

Contract Basis	The Policy, Policy Information Page 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 and jurisdiction	The Policy shall be interpreted and governed by the legislation of Malaysia. Any legal action or suit against Us shall only be instituted in the Courts of Law of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Policy as We consider appropriate and equitable, 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.

GENERAL RIGHTS AND 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	<p>The Policy Owner has the right to terminate the Policy, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period. We will cancel this Policy and refund the Premiums received by Us.</p> <p>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>
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 any manner which We deem appropriate, including but not limited to paying these amounts to the relevant authorities.
Obligation to correct mistakes and errors	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 Commencement Date of the Endorsement.
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 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>

Obligation to take reasonable care and not to misrepresent	<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 latest Reinstatement date of the 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 the latest Reinstatement date of 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>
Non-disclosure or misrepresentation of Material Information	<p>In the event that We terminate this Policy due to misrepresentation or non-disclosure of Material Information, Our liability shall be limited to refund of the total Premium paid.</p>
Right to adjust terms for misstatement of age	<p>If the age of the Life Insured has been misstated and the Premium paid as a result of this misstatement is insufficient, any claim payable subject to the maximum limits provided under this Policy shall be reduced proportionally based on the ratio of the actual Premium paid to the correct Premium which should have been charged for the Policy Year.</p> <p>If the misstatement of age 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>
Right to vary terms or conditions in event of changes in laws	<p>We shall reserve the right to vary the terms or conditions of the Policy, if there are changes in legislation, or a directive is issued by any government authority, which imposes responsibilities on either party or which affects any of the terms or conditions of the Policy. The changes will be determined by Us to be appropriate and equitable. We will notify the Policy Owner in writing, when We vary the terms or conditions in the Policy for these purposes.</p>
Right to waiver and non-waiver of rights	<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.</p>
Right to nominate Insurance Benefit	<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>
Right to assign Policy ownership	<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, by notifying Us in writing, at any time after the issuance of the Policy.</p> <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> <p>Where there is more than one Nominee and one of the Nominees who is nominated as an executor predeceases the Policy Owner, in the absence of any subsequent nomination by the Policy Owner disposing of the share of the deceased Nominee, We shall pay the share to the remaining Nominees in proportion to their respective shares.</p>
Right to revoke an assignment	<p>An assignment shall be revoked by a notice in writing from the assignee to Us.</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 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 Policy. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts before any claim is payable under this Policy.</p>
--	--

MEDICAL BENEFITS

Common Phrase, Word or Abbreviation	Definition																				
Medical Benefits	<p>While the Policy is In Force, We shall reimburse You the Reasonable and Customary Charges in respect of Medical Services to the Life Insured, limited to the following Medical Services and according to the Table of Benefits:</p> <table border="1"> <tr> <td>Hospital Room & Board Charges</td><td>In respect of room accommodation and meals in respect of a Hospitalisation, provided that Hospitalisation is not in an Intensive Care Unit;</td></tr> <tr> <td>Intensive Care Unit Charges</td><td>In respect of room accommodation and meals in an Intensive Care Unit during Hospitalisation, provided that once the Intensive Care Unit days per annum limit is reached, for daily charges thereafter are limited according to the Hospital Room & Board limits;</td></tr> <tr> <td>Surgical Fees</td><td>In respect of surgery, pre-surgical assessment, Specialist's consultation during Hospitalisation for Surgery, and post-surgical care;</td></tr> <tr> <td>Anaesthetist Fees</td><td>In respect of administration by an Anaesthetist of anaesthesia incidental to Surgery;</td></tr> <tr> <td>Operating Theatre Fees</td><td>In respect of operating room charges incidental to Surgery;</td></tr> <tr> <td>Hospital Supplies & Service Charges</td><td> <p>In respect of:</p> <ol style="list-style-type: none"> 1) General nursing care; 2) Drugs and Medicine prescribed and consumed; 3) Dressings, splints and plaster casts; 4) X-ray, Laboratory examinations, Electrocardiograms, physiotherapy, Basal metabolism tests, Intravenous injections and solutions; and 5) Administration of blood and blood plasma, but excluding the cost of blood and plasma, provided delivered during Hospitalisation; </td></tr> <tr> <td>In-Hospital Physician or Specialist Visit Charges</td><td>In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;</td></tr> <tr> <td>Day Care Surgery Fee</td><td>Surgery that does not require an overnight Hospital stay, but may require the use of a recovery facility.</td></tr> <tr> <td>Ambulance Fees</td><td>In respect of domestic ambulance services (inclusive of attendant), provided that there is immediate Hospitalisation of the Life Insured;</td></tr> <tr> <td>Pre-Hospital or Pre-Surgical Diagnostic Tests Charges</td><td> <p>In respect of Electrocardiogram (ECG), X-Ray, laboratory tests and any other medical test or procedure, which:</p> <ol style="list-style-type: none"> 1) Are performed for diagnostic purposes, 2) Are recommended by a Physician, 3) Results in Hospitalisation or Surgery, and 4) Do not include the Physician charges and any medication. <p>This benefit is not subject to Deductible;</p> </td></tr> </table>	Hospital Room & Board Charges	In respect of room accommodation and meals in respect of a Hospitalisation, provided that Hospitalisation is not in an Intensive Care Unit;	Intensive Care Unit Charges	In respect of room accommodation and meals in an Intensive Care Unit during Hospitalisation, provided that once the Intensive Care Unit days per annum limit is reached, for daily charges thereafter are limited according to the Hospital Room & Board limits;	Surgical Fees	In respect of surgery, pre-surgical assessment, Specialist's consultation during Hospitalisation for Surgery, and post-surgical care;	Anaesthetist Fees	In respect of administration by an Anaesthetist of anaesthesia incidental to Surgery;	Operating Theatre Fees	In respect of operating room charges incidental to Surgery;	Hospital Supplies & Service Charges	<p>In respect of:</p> <ol style="list-style-type: none"> 1) General nursing care; 2) Drugs and Medicine prescribed and consumed; 3) Dressings, splints and plaster casts; 4) X-ray, Laboratory examinations, Electrocardiograms, physiotherapy, Basal metabolism tests, Intravenous injections and solutions; and 5) Administration of blood and blood plasma, but excluding the cost of blood and plasma, provided delivered during Hospitalisation; 	In-Hospital Physician or Specialist Visit Charges	In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;	Day Care Surgery Fee	Surgery that does not require an overnight Hospital stay, but may require the use of a recovery facility.	Ambulance Fees	In respect of domestic ambulance services (inclusive of attendant), provided that there is immediate Hospitalisation of the Life Insured;	Pre-Hospital or Pre-Surgical Diagnostic Tests Charges	<p>In respect of Electrocardiogram (ECG), X-Ray, laboratory tests and any other medical test or procedure, which:</p> <ol style="list-style-type: none"> 1) Are performed for diagnostic purposes, 2) Are recommended by a Physician, 3) Results in Hospitalisation or Surgery, and 4) Do not include the Physician charges and any medication. <p>This benefit is not subject to Deductible;</p>
Hospital Room & Board Charges	In respect of room accommodation and meals in respect of a Hospitalisation, provided that Hospitalisation is not in an Intensive Care Unit;																				
Intensive Care Unit Charges	In respect of room accommodation and meals in an Intensive Care Unit during Hospitalisation, provided that once the Intensive Care Unit days per annum limit is reached, for daily charges thereafter are limited according to the Hospital Room & Board limits;																				
Surgical Fees	In respect of surgery, pre-surgical assessment, Specialist's consultation during Hospitalisation for Surgery, and post-surgical care;																				
Anaesthetist Fees	In respect of administration by an Anaesthetist of anaesthesia incidental to Surgery;																				
Operating Theatre Fees	In respect of operating room charges incidental to Surgery;																				
Hospital Supplies & Service Charges	<p>In respect of:</p> <ol style="list-style-type: none"> 1) General nursing care; 2) Drugs and Medicine prescribed and consumed; 3) Dressings, splints and plaster casts; 4) X-ray, Laboratory examinations, Electrocardiograms, physiotherapy, Basal metabolism tests, Intravenous injections and solutions; and 5) Administration of blood and blood plasma, but excluding the cost of blood and plasma, provided delivered during Hospitalisation; 																				
In-Hospital Physician or Specialist Visit Charges	In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;																				
Day Care Surgery Fee	Surgery that does not require an overnight Hospital stay, but may require the use of a recovery facility.																				
Ambulance Fees	In respect of domestic ambulance services (inclusive of attendant), provided that there is immediate Hospitalisation of the Life Insured;																				
Pre-Hospital or Pre-Surgical Diagnostic Tests Charges	<p>In respect of Electrocardiogram (ECG), X-Ray, laboratory tests and any other medical test or procedure, which:</p> <ol style="list-style-type: none"> 1) Are performed for diagnostic purposes, 2) Are recommended by a Physician, 3) Results in Hospitalisation or Surgery, and 4) Do not include the Physician charges and any medication. <p>This benefit is not subject to Deductible;</p>																				

	Pre-Hospital or Pre-Surgical Specialist Consultation Fees	<p>In respect of first-time Specialist consultation, which:</p> <ol style="list-style-type: none"> 1) Is recommended by a Physician; 2) Results in Hospitalisation or Surgery; and 3) Do not include any clinical treatment, medication and subsequent consultations. <p>This benefit is not subject to Deductible;</p>
	Post-Hospitalisation or Post-Surgery, Treatment Charges	<p>In respect of Medical Services following Hospitalisation or Surgery, provided that the treatment or medicines are delivered or prescribed by the Physician attending the Hospitalisation or Surgery and relate directly to the Hospitalisation or Surgery, and such that the supply of Prescribed Medicines is limited to the ninety (90) days limit.</p> <p>This benefit is not subject to Deductible;</p>
	Emergency Accidental Out-Patient Treatment Charges	<p>In respect of Medical Services in a registered clinic or Hospital emergency Out-Patient facility, within twenty-four (24) hours of an Accident, including follow-up treatment by the same Physician, registered clinic or Hospital, up to thirty-one (31) days from the date of Accident.</p> <p>This benefit is not subject to Deductible;</p>
	Out-Patient Kidney Dialysis Treatment	<p>Conducted as a result of Kidney Failure, as provided by:</p> <ol style="list-style-type: none"> 1) A legally registered dialysis treatment centre, on an Out-Patient basis, and 2) Immediately following Hospitalisation or Surgery, <p>but excluding any charges in respect of consultation, tests, and medicines prescribed for home consumption.</p> <p>Kidney Failure means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis initiated or renal transplantation is carried out.</p> <p>This benefit is not subject to Deductible;</p>
	Out-Patient Cancer Treatment Charges	<p>Including radiotherapy and chemotherapy, as provided by:</p> <ol style="list-style-type: none"> 1) A legally registered Cancer treatment centre, on an Out-Patient basis, and 2) Immediately following Hospitalisation or Surgery, <p>but excluding any charges in respect of consultation, tests, and medicines prescribed for home consumption.</p> <p>Cancer is defined as any malignant tumor positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.</p> <p>The term malignant tumor includes leukemia, lymphoma and sarcoma. For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) All cancers which are histologically classified as pre-malignant, non-invasive; carcinoma in situ; having either borderline malignancy; or having low malignant potential, 2) All tumors of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification), 3) Chronic Lymphocytic Leukemia less than RAI Stage 3, 4) All cancers in the presence of HIV, and 5) Any skin cancer other than malignant melanoma. <p>This benefit is not subject to Deductible;</p>

Medical Benefit Exclusions	<p>We shall not pay any Medical Benefits occurring due to:</p> <ol style="list-style-type: none"> 1) Pre-existing Conditions, unless such conditions have been declared at the time of application or reinstatement and accepted by the Insurance Company / Takaful Operator before the Issue Date or date of Reinstatement; 2) Specified Illnesses; 3) Any medical or physical condition arising within the first thirty (30) days of continuous cover from the Issue Date or date of Reinstatement, except for accidental injuries; 4) Plastic or cosmetic surgery, investigative or diagnostic examinations or procedures which are non-medically necessary or incidental to treatment; preventative, experimental or elective treatments or procedures, including medication and/or unconventional medical technology or procedure, which has not been proven effective and has not been approved by a recognised body in the country in which you receive treatment; 5) Eye procedures, or tests including but not limited to, refraction or surgical correction of near-sightedness (Radial Keratotomy) or far-sightedness (Lasik), unless medically necessary to prevent total and permanent blindness; 6) External prosthetic appliances or devices including but not limited to artificial limbs, hearing aids, and implanted pacemakers; 7) Dental treatment, procedures, or tests except as necessitated by accidental injuries to sound natural teeth occurring wholly during the Policy term; 8) Procedures, treatments or tests related to pregnancy, childbirth (including surgical delivery), miscarriage, abortion, prenatal or postnatal care, infertility, hormone replacement therapy, gender reassignment procedures, contraception, sterilization, birth defects, congenital condition or hereditary illness condition, erectile dysfunction, and circumcision; 9) Vitamins, food or health supplements, over-the-counter medication, private nursing, rest cures, and sanatoria; 10) Organ & tissue donation, and treatments or procedures for snoring, sleep disorders, obesity and weight gain; 11) Alternative procedures or treatments or medicines, including but not limited to chiropractic services, acupuncture, acupressure reflexology, bone setting, herbalist treatment, massage or aroma therapy; 12) Any treatment or procedure for which payment is not required, or to the extent which is payable under another Insurance Policy / Takaful Certificate, or indemnity covering the Life Insured / Person Covered and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance / Takaful Certificate; 13) Psychiatric, mental or nervous disorders, including but not limited to, any neuroses and their physiological or psychosomatic manifestations; 14) Non-medical services such as television, telephones, internet, newspaper, radios or similar facilities, admission kit/pack and other ineligible non-medical items; 15) Self-inflicted injuries or attempted suicide, while Sane or insane; 16) War (whether declared or not), revolution, attack by a foreign country, or invasion; 17) Participation in any criminal or illegal act, strike, riot, terrorism, or civil commotion; 18) Radioactive contamination arising from fuel, weapons, waste or processing; 19) Training, practicing or taking part in hazardous sports or activities such as (but not limited to): <ol style="list-style-type: none"> i. underwater activities involving the use of compressed air or gas; ii. potholing, climbing or mountaineering necessitating the use of ropes or cables; iii. hunting, off road vehicle activities or water-skiing; iv. flying or other aerial activities except as a fare-paying passenger in a commercial airline; v. parachuting, hang-gliding, bungee jumping, ballooning or any sky-diving activities; vi. any racing activities other than on foot; vii. professional sports; or viii. martial arts or fighting, unless disclosed and accepted by the Insurance Company at application;
-----------------------------------	--

	20) Consumption of alcohol, non-prescribed or illegal drugs or narcotics, or substances, or as a result of the treatment for an addictive condition; 21) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); 22) Sexually transmitted diseases or disorders, and conditions arising from these diseases or disorders; 23) Physical and violent provocation by any Life Insured, leading to a similar response that leads to injury or death; 24) Inhalation of poison, gas or fumes voluntarily; 25) Unreasonable failure to seek or follow the advice and/or prescribed treatment, or unreasonable delay in seeking or following such medical advice and/or prescribed treatment; or 26) Overseas treatments and hospitalisations.
--	---

TABLE OF BENEFITS

Plan Type	Silver	Gold	Platinum
Overall Annual Limit	RM50,000	RM100,000	RM150,000
Overall Lifetime Limit	No Limit		
Section A: In-Patient & Day Care Surgery Benefits			
Hospital Room & Board Charges (RM per day limit)	RM150	RM200	RM300
Hospital Room & Board Charges (days per annum limit)	No Limit		
Intensive Care Unit Charges (No limit on days per annum)	As Charged (subject to overall annual limit)		
Surgical Fees			
Anaesthetist Fees			
Operating Theatre Fees			
Hospital Supplies & Services Charges			
In-Hospital Physician / Specialist Visit Charges (2 visits per day limit)			
Day Care Surgery Fees			
Ambulance Fees			
Section B: Out-Patient Benefits			
Pre-Hospital Diagnostic Tests Charges, or Specialist Consultation Fees (within 60 days prior to Hospitalisation)	As Charged (subject to overall annual limit)		
Post-Hospitalisation Treatment Charges (within 90 days after discharge)			
Emergency Accidental Out-Patient Treatment Charges			
Out-patient Kidney Dialysis Treatment Charges			
Out-patient Cancer Treatment Charges			
Section C: Optional			
Deductible Option	Yes – Deductible limit: RM1,000, RM3,000 & RM5,000 per hospitalisation No – 100% of the eligible medical bill paid by Etiqa		

CONDITIONS AND PROVISIONS

Alteration	<p>We reserve the right to amend the terms and Provisions of this Policy by giving thirty (30) days prior notice, in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy.</p> <p>No alteration in this Policy shall be valid unless authorised and endorsed by Us.</p>
Change in Risk	<p>You will give immediate notice in writing to Us of any material change in the Life Insured's occupation, business, duties or pursuits and pay any additional Premium that may be required by Us.</p>
Filing Proof of Loss due to Medical Services	<p>Upon notification of claim, please attach all relevant information such as the original itemised Hospital bills, receipts or medical report to support Your claim. Claims for all eligible Benefits are not payable unless We received the original bills and receipts from You.</p> <p>Evidence of claim shall be furnished at Your own cost, and should be furnished to Us within sixty (60) days from the date of discharge from the Hospital.</p>
Notice of Claim due to Medical Services	<p>You must provide Us with written notice of claim due to Medical Services within sixty (60) days from the date of discharge from the Hospital.</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>
Portfolio Withdrawal Condition	<p>We reserve the right to withdraw Policy.</p> <p>Withdrawal in this instance shall be by written notice to You within thirty (30) days prior to the withdrawal which will be effective from the end of the current Policy Year.</p>
Renewal	<p>The Policy is renewable yearly at each Policy Anniversary, until the occurrence of any of the following:</p> <ol style="list-style-type: none"> 1) Death of the Insured Person; 2) The Policy Lapses, or is cancelled at Your request; 3) Expiry date of the Policy; or 4) We withdraw this Policy completely from the market in accordance with the Portfolio Withdrawal Condition. <p>If the Policy is not renewed, We are discharged from any further liability under the Policy.</p>
Upgrade Room & Board Payment	<p>In a situation where the actual Room and Board charged per day is higher than that to which the Life Insured is entitled according to the Plan selected in the Policy Information Page and the Hospital Room and Board limit per day according to the Table of Benefits, You will pay the difference between the Room and Board charge and the limit.</p>
Upgrade or Downgrade of Eligible Benefits	<p>You have the option to upgrade or downgrade the eligible Benefit of the Policy by applying to switch to a higher or lower Benefit plan. This can only be made on the Policy Anniversary and is subject to Our acceptance.</p> <p>Regardless of any change or increase or decrease in Benefits that may be agreed upon, the Benefits payable shall be subject to the existing limit if it is due to:</p> <ol style="list-style-type: none"> 1) Causes other than Accident arising within thirty (30) days from the date of change; 2) Any of the Specified Illnesses within one hundred twenty (120) days from the date of change; or 3) A Medical Condition diagnosed before the date of change and which has not been declared to Us at the time of change of Benefit.
Subrogation	<p>If You suffer a Medical Condition as a result of another party's actions or inactions, and We incur a loss under this Policy, then You agree to:</p> <ol style="list-style-type: none"> 1) Authorise Us to sue in Your name to seek recovery of the loss, and other remedies; and 2) Provide Us with all necessary assistance in performing the above. <p>We shall pay for all expenses incurred in the recovery of the loss.</p>

Coordination of Benefits	We will not provide any compensation other than on a proportionate basis if the Life Insured has any other Hospitalisation and surgical coverage on a reimbursement basis with Us or other companies, or is receiving compensation from other sources in respect to the Medical Condition set out in this Policy. The aggregate claim amount shall be limited to the Reasonable and Customary Charges for the Medical Condition in which the claim is made.																												
Cancellation	<p>You may cancel this Policy at any time by giving written notice to Us. Upon cancellation of the Policy, We are discharged from any further liability under the Policy.</p> <p>Provided that You have not made any claim in the current Policy Year, You shall be entitled to a refund of the Premium as follows:</p> <table border="1"> <thead> <tr> <th>Period Not Exceeding</th><th>Refund of Annual Premium</th></tr> </thead> <tbody> <tr> <td>15 days (renewal only)</td><td>90%</td></tr> <tr> <td>1 month</td><td>80%</td></tr> <tr> <td>2 months</td><td>70%</td></tr> <tr> <td>3 months</td><td>60%</td></tr> <tr> <td>4 months</td><td>50%</td></tr> <tr> <td>5 months</td><td>40%</td></tr> <tr> <td>6 months</td><td>30%</td></tr> <tr> <td>7 months</td><td>25%</td></tr> <tr> <td>8 months</td><td>20%</td></tr> <tr> <td>9 months</td><td>15%</td></tr> <tr> <td>10 months</td><td>10%</td></tr> <tr> <td>11 months</td><td>5%</td></tr> <tr> <td>Period exceed 11 months</td><td>No refund</td></tr> </tbody> </table> <p>There is no Premium refund for monthly cases.</p>	Period Not Exceeding	Refund of Annual Premium	15 days (renewal only)	90%	1 month	80%	2 months	70%	3 months	60%	4 months	50%	5 months	40%	6 months	30%	7 months	25%	8 months	20%	9 months	15%	10 months	10%	11 months	5%	Period exceed 11 months	No refund
Period Not Exceeding	Refund of Annual Premium																												
15 days (renewal only)	90%																												
1 month	80%																												
2 months	70%																												
3 months	60%																												
4 months	50%																												
5 months	40%																												
6 months	30%																												
7 months	25%																												
8 months	20%																												
9 months	15%																												
10 months	10%																												
11 months	5%																												
Period exceed 11 months	No refund																												

PREMIUMS, LAPSE AND REINSTATEMENT PROVISIONS

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 of 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 thirty (30) days 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 or debit card to Us. We accept Visa and MasterCard credit cards and debit 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 that the Premium is due.</p> <p>If a Premium due is not received within the Grace Period, the Policy shall Lapse thereafter, and We are discharged from any further liability under the Policy from the date Premiums are due.</p>

Reinstatement	<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, at Your own cost; 4) The Expiry Date has not been reached; 5) The Policy has not been surrendered upon Your request; 6) Reinstatement is less than one (1) year from the effective date of Lapse; and 7) 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>
----------------------	--

COMPLAINTS AND 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 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03-2785 3093, or e-mail at 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 by facsimile to 03-2174 1515; or e-mail at bnmtelelink@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 (Formerly known as Financial Mediation Bureau) 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 the 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>