

## **ETIQA LIFE INSURANCE POLICY**

e-CancerCare

#### **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	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.		
	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.		
Payment of Premium	You may pay the Premium by:  1) Credit card; 2) Debit card; or 3) Banking account auto debit service.		
	We reserve the right to vary the manner of payment from time to time, which shall be communicated to You via such channels or mediums as We may determine.		
Right to terminate	The Policy Owner has the right to terminate the Policy, for any reason.		
the Policy	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.		
	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.		
	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 nominate Insurance Benefit	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.		
	The nomination must be registered with Us, and may be made:		
	1) At the time of application; or		
	By notifying Us in writing, at any time after the issuance of the Policy.		
	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.		
	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.		
	Upon the payment of the Insurance Benefit, We shall be discharged from any further liability under the Policy.		



#### Right to assign Where the Policy Owner is the Life Insured, the Policy Owner of the Policy may assign a person to transfer Policy ownership the Policy ownership to that person. The assignment must be registered with Us, by notifying Us in writing, at any time after the issuance of the We assume no responsibility for the validity or sufficiency of the assignment. Right to revoke a A nomination shall be revoked: nomination 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. 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. 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. Right to revoke an An assignment shall be revoked by a notice in writing from the assignee to Us. assignment Sales illustration 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. Our Head Office address is: **Our Head Office Etiqa Life Insurance Berhad Address** 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@etiga.com.my The claim process 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 and how to make a of the identity card, passport, and other required claim documentation. The claim notification period and claim claim documentation is specific to the type of Insurance Benefit according to the terms and conditions of the Policy. 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. Should there be any assistance required when making a claim, the Claimant should contact Etiga Oneline at 1-300-13-8888. 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. Documentation supporting a claim shall be provided at the Claimant's own cost. 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. If You need to contact Us, have any questions relating to the Policy, or have a request to change the How to contact Us



or by calling 03-2297 3888, or Etiqa Oneline at 1-300-13-8888.

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,

#### How to complain to If a Claimant or Policy Owner is not satisfied with Our service under the Policy, please write to Our postal Us address: Complaint Management Unit, Etiqa Life Insurance Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03-2297 1919, or e-mail at complaint\_cmu@etiqa.com.my. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603-2780 4500). How to complain to If a Claimant or Policy Owner is not satisfied with Our conduct, please write to BNM. Include details of the the government conduct, nature of their dispute, Our name, Policy number, and any correspondence between a Claimant regulator or Policy Owner, and Us. 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 bnmlink@bnm.gov.my. The BNM telephone number is 1-300-88-5465. How to settle a The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Policy Owner, in the dispute through event that the Claimant or Policy Owner is dissatisfied with the decision of Etiqa Life Insurance Berhad to mediation 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: **Email** : enquiry@ofs.org.my or Fax : 603-2272 1577 or Postal address: Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur. 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.

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.

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.

# How to settle a dispute through arbitration

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.

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.

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.

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



# **ETIQA LIFE INSURANCE POLICY**

## e-CancerCare

This Policy is the entire contract between You and Us	This Policy forms the entire contract between You and Us, and consists of:
	1) The Policy;
between roa and os	2) The application form;
	3) The Policy Information Page;
	4) The Policy Information Statement; and
	5) Any Endorsements We may issue on this Policy.
	Any change to this Policy must be contained in the Endorsement made to it by Etiqa Life Insurance Berhad.
	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.

#### **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			
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, 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.			
Endorsement	A change to the Policy. The Endorsement will be notified or issued by Us to You.			
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 has been 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:			
	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 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 who is identified 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.
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.
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	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.
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.
Pre-existing Condition	The Life Insured is considered to have a reasonable knowledge of the Pre-existing Condition if any of the following occurs before the Issue Date or date of Reinstatement of the Policy:
	The Life Insured had received or is receiving treatment;
	Medical advice, diagnosis, care or treatment has been recommended;
	Clear and distinct symptoms are or were evident; or      The condition would be seen a great and
	The condition would have been apparent to a reasonable person in such circumstances.
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	<ul> <li>A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person:</li> <li>1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and</li> <li>2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.</li> </ul>
Sum Insured	The Sum Insured is used to determine the amount of Insurance Benefit payable. The Sum Insured is provided in the Policy Information Page.



Trust	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:
	The Nominee is his or her spouse or child; or
	<ol><li>The Nominee is his or her parent, where there is no spouse or child living at the time of nomination.</li></ol>
	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.
	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.
	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.
We, the Company, Our, or Us	Etiqa Life Insurance Berhad.

## **DEFINITION OF CANCER**

## **EARLY STAGE CANCER**

Carcinoma In Situ (CIS)	Carcinoma In Situ means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.
	The diagnosis of the CIS must always be supported by a histopathological report. Furthermore, the diagnosis of CIS must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.
	In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without carcinoma in situ) does not meet the required definition and are specifically excluded. Non-melanoma CIS is also specifically excluded. This coverage is available to the first occurrence of CIS only.
Early Bladder Cancer	Papillary microcarcinoma of Bladder supported by histopathology report.
Early Chronic Lymphocytic Leukaemia	Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI stage 0 or lower is excluded.
Early Prostate Cancer	Prostate Cancer that is histologically described using the TNM Classification as T1a or T1b or T1c or Prostate cancers described using another equivalent classification.
Early Thyroid Cancer	Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.

### **MAJOR CANCER**

Major Cancer	Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.			
	For the above definition, the following are not covered:			
	1) All cancers which are histologically classified as pre-malignant, non-invasive; carcinoma in situ; having either borderline malignancy; or having malignant potential;			
	All tumours of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification);			
	3) Chronic Lymphocytic Leukaemia less than RAI Stage 3;			
	4) All cancers in the presence of HIV; and			
	5) Any skin cancer other than malignant melanoma.			

### **ADVANCED STAGE CANCER**

Advanced Stage Cancer	All Stage IV malignant tumour with the presence of distant metastasis. A spread to lymph nodes only is not covered under this definition.
	The diagnosis of malignancy must be confirmed by histological evidence.
	All tumours in the presence of HIV infection are excluded.

### **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 Oneline 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 the Company 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 the Company 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 AND OBLIGATIONS**

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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.		
Options to change the Sum Insured	The Policy Owner may change the Sum Insured by written notice to Us, subject to Our terms and conditions.		
Right to terminate	The Policy Owner has the right to terminate the Policy, for any reason.		
the Policy	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.		
	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.		
	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.		
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	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:		
	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;		
	<ol> <li>Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities;</li> </ol>		
	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.		
	The Policy Owner and Life Insured will keep Us updated in respect of all such Personal Data as soon as is practicable.		
	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.		
	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.		
	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.		
	For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Oneline at 1-300-13-8888, or refer to Our website at www.etiqa.com.my.		



# Obligation to take reasonable care and not to misrepresent

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:

- 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.

This duty shall continue until the Commencement Date of the Policy, or the effective date of a subsequent variation.

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.

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.

#### Non-disclosure or misrepresentation of Material Information

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.

#### Right to adjust terms for misstatement of age or sex

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.

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.

The adjustment to Sum Insured or the refund will be based on Our Premium rates in effect at the Commencement Date.

# Right to waiver and non-waiver of rights

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.

# Right to nominate Insurance Benefit

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.

The nomination must be registered with Us, and may be made:

- 1) At the time of application; or
- 2) By notifying Us in writing, at any time after the issuance of the Policy.

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.

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.

Upon the payment of the Insurance Benefit, We shall be discharged from any further liability under the Policy.

# Right to assign Policy ownership

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.

The assignment must be registered with Us, by notifying Us in writing, at any time after the issuance of the Policy.

We assume no responsibility for the validity or sufficiency of the assignment.



Right to revoke a nomination	A nomination shall be revoked:
	<ol> <li>Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime;</li> </ol>
	2) By a notice in writing from the Policy Owner to Us; or
	By any subsequent nomination by the Policy Owner to Us.
	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.
	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.
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the assignee to Us.

#### **INSURANCE BENEFITS**

The	claim p	rocess	•
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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.

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.

Should there be any assistance required when making a claim, the Claimant should contact Etiqa Oneline at 1-300-13-8888.

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.

Documentation supporting a claim shall be provided at the Claimant's own cost.

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.

#### (I) CANCER BENEFIT

Insurance Benefit payable on Early Stage Cancer	While the Policy is In Force, in the event that the Life Insured is diagnosed with an Early Stage Cancer listed in the Definition of Cancer, We shall pay to You thirty percent (30%) of the Sum Insured, less any indebtedness. This Benefit is claimable once, and the Sum Insured payable shall reduce the Sum Insured of Major Cancer or Advanced Cancer Benefit.
Insurance Benefit payable on Major Cancer	<ul> <li>While the Policy is In Force, in the event that the Life Insured is diagnosed with a Major Cancer listed in the Definition of Cancer, We shall pay:</li> <li>1) Hundred percent (100%) of the Sum Insured of this policy, less any indebtedness; or</li> <li>2) Seventy percent (70%) of the Sum Insured of this policy, less any indebtedness, if the Early Stage Cancer Benefit has been claimed.</li> <li>There is no waiting period in between claims for Early Stage Cancer Benefit and Major Cancer Benefit. This Policy shall terminate after the Major Cancer Benefit has been paid.</li> </ul>
Insurance Benefit payable on Advanced Stage Cancer	<ul> <li>While the Policy is In Force, in the event that the Life Insured is diagnosed with an Advanced Stage Cancer listed in the Definition of Cancer, We shall pay:</li> <li>1) Hundred and fifty percent (150%) of the Sum Insured of this policy, less any indebtedness; or</li> <li>2) Hundred and twenty percent (120%) of the Sum Insured of this policy, less any indebtedness, if the Early Stage Cancer Benefit has been claimed.</li> <li>There is no waiting period in between claims for Early Stage Cancer Benefit and Advanced Stage Cancer Benefit. This Policy shall terminate after the Advanced Stage Cancer benefit has been paid.</li> </ul>

Conditions for Benefit to be paid	We shall only pay the Early Stage Cancer Benefit, Major Cancer Benefit or Advanced Stage Cancer Benefit if:
	1) The Life Insured is survived at least thirty (30) days after being diagnosed with Cancer;
	<ol> <li>The Cancer occurs sixty (60) days after the Issue Date or latest Reinstatement date of this Policy, whichever is later; and</li> </ol>
	3) Diagnosis or event of the Cancer meets the Definition of Cancer.
Cancer Benefit Exclusions	No Benefit is payable for Cancer (Early Stage Cancer, Major Cancer and Advanced Stage Cancer) occurring due to the following direct or indirect events or conditions:
	Cancer which is not listed in the Definition of Cancer;
	<ol> <li>Cancer resulting from Human Deficiency Syndrome (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) and any AIDS related conditions;</li> </ol>
	3) Cancer occurring prior to, or within sixty (60) days after the Issue Date or latest Reinstatement date of this Policy, whichever is later;
	4) Cancer occurring as a result of a Pre-existing Condition as defined, which existed prior to the Issue Date or latest Reinstatement date of this Policy, whichever is later;
	5) Cancer from alcohol or drug abuse;
	<ol> <li>Cancer resulting from radioactive contamination arising from fuel, weapons, waste or processing;</li> </ol>
	7) Cancer resulting from self-inflicted injury or attempted suicide, whether sane or insane;
	Cancer resulting from committing or trying to commit any illegal act;
	<ol> <li>Cancer arising from or related to unreasonable failure to seek or follow medical advice and/or prescribed treatment, or unreasonable delay in seeking or following such medical advice and/or prescribed treatment; or</li> </ol>
	10) Cancer discovered or diagnosed after the death of the Life Insured.
Notification timeframe for Cancer claim	You must provide Us with written notice of a claim due to cancer within thirty (30) days from the date of diagnosis or treatment.
	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.
Settlement terms for Cancer Benefit	The payment of the Early Stage Cancer Benefit, Major Cancer Benefit or Advanced Stage Cancer Benefit will be a single amount, subject to the terms and conditions of the cancer benefit section under this Policy.
	On payment of the full Sum Insured of the Cancer Benefit, We are discharged from any further liability under this Policy.

## PREMIUMS, LAPSE AND REINSTATEMENT PROVISIONS

Payment of Premium due	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.  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.
	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.
Settlement terms for Premiums	Settlement of the Premiums shall be by payment from the Policy Owner to Us.  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.
	Payment of a Premium must be received within the Grace Period from the date the Premium is due.
	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.



#### Reinstatement

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:

- 1) The Life Insured is alive;
- 2) All Premium due since Commencement Date are received by Us;
- 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
- No Insurance Benefit has been paid, or claims notified according to the terms and conditions under the Policy.

Your application for Reinstatement and any written statement from You will become part of this Policy.

We reserve the right not to reinstate the Policy, or to reinstate the Policy with additional conditions.

#### **COMPLAINTS & DISPUTE RESOLUTION**

# How to complain to

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 <a href="mailto:complaint\_cmu@etiqa.com.my">complaint\_cmu@etiqa.com.my</a>. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603-2780 4500).

# How to complain to the government regulator

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.

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.

# How to settle a dispute through mediation

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:

Email : enquiry@ofs.org.my

or

Fax : 603-2272 1577

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Postal address: Chief Executive Officer,

Ombudsman for Financial Services

Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman,

50000, Kuala Lumpur.

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.

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.

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.



# How to settle a dispute through arbitration

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.

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.

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.