

PRUGuard Life

> Master Policy Document

This insurance plan is underwritten by Prudential Assurance Malaysia Berhad 198301012262 (107655-U), a licensed insurance company under the Financial Services Act 2013 that is regulated by Bank Negara Malaysia.

Prudential Assurance Malaysia Berhad 198301012262 (107655-U)

Level 20, Menara Prudential, Persiaran TRX Barat, 55188 Tun Razak Exchange, Kuala Lumpur, Malaysia. P.O. Box 10025, 50700 Kuala Lumpur Tel (603) 2778 3888 www.prudential.com.my Customer Service Tel (603) 2771 0228 Email: customer.mys@prudential.com.my



MASTER POLICY SCHEDULE

Plan Information

Plan Name	PRUGuard Life
Policy Number	PGL001
Master Policyholder	PRUDENTIAL ASSURANCE MALAYSIA BERHAD Company No. 198301012262 (107655-U) Address: Level 26, Menara Prudential, Persiaran TRX Barat, 55188 Tun Razak Exchange, Kuala Lumpur, Malaysia
Eligible Members	Members of Employees Provident Fund ("EPF"), who are between age next birthday of 19 and 60
Effective Date	15 November 2021
Benefits	 Death Benefit Total and Permanent Disability (TPD) Benefit
Sum Assured	As shown in Insured Member's Insurance Certificate
Payment Frequency	Single Premium
Premium Amount	As shown in Insured Member's Insurance Certificate. The amount is decided based on the Insured Member's gender and age next birthday on the Commencement Date of the Insured Member's Insurance Certificate.
Coverage Period	As shown in Insured Member's Insurance Certificate

IMPORTANT NOTE:

The benefit(s) payable under eligible certificate/policy is(are) protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System ("TIPS") Brochure or contact Prudential Assurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

Version: PRUGuard Life v1.0



POLICY INFORMATION STATEMENT

Master Policyholder should read the following information in line with the conditions stated in this Policy.

PROOF OF AGE

The Insured Member's age has not been admitted. Therefore, in the event of claim under this Policy, We require satisfactory proof of age of Insured Member from claimant.

2. CHANGE OF CONTACT DETAILS

In order for Us to keep Master Policyholder informed of material information, Master Policyholder must make sure We have the latest Master Policyholder's contact details.

3. FREE LOOK PERIOD

The Insured Member may within fifteen (15) days after the delivery of the Insurance Certificate ("Free Look Period"), cancel the Insurance Certificate through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. We shall refund the premiums paid in respect of the Insurance Certificate less any medical expenses which We may have already paid or agreed to pay.

4. TERMINATING THE POLICY

Master Policyholder can terminate this Policy by giving 30 days (or any period as provided under the law) prior written notice to Us. Upon expiration of the notice period, We will stop issuing Insurance Certificate to enrol new Insured Member. As for the existing Insured Members, their insurance coverage shall continue until the insurance coverage is terminated in accordance with this Policy.

5. PAYMENT OF PREMIUMS

Premiums will be made via withdrawal from Insured Member's Employees Provident Fund ("EPF") Account.

Any premiums paid to Us will be shown in the Insured Member's EPF statement. It is important to keep the EPF statement as proof of payment of premium for any future reference.

The Insurance Certificate that We issued to the Insured Member shall not serve as proof of payment of premium. In the event of non-receipt of premium from the Insured Member's EPF Account, the Insurance Certificate shall be void by treating as if the Insurance Certificate was never issued.

6. SURRENDERING THE INSURANCE CERTIFICATE

The Insured Member may surrender the Insured Member's Insurance Certificate at any time through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. Upon surrender of the Insured Member's Insurance Certificate, We shall pay the Surrender Value of the Insurance Certificate.

7. **CUSTOMER SERVICE**

We are committed to provide quality service to all Our customers. Please feel free to email Us at customer.mys@prudential.com.my if you have any enquiries on your Policy.

8. CONSUMER AWARENESS

BNMLINK and BNMTELELINK provide customer service on general enquiries and public complaints in matters related to the financial sector. Besides that, it also provides information on the regulatory aspects of insurance products and services. BNMLINK and BNMTELELINK can be contacted at the following address:

BNMLINK

(Walk-in Customer Service Centre) Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur

Operating hours: 9.00am-5.00pm (Monday-Friday)

BNMTELELINK

Jabatan LINK & Pejabat Wilayah Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel: 1-300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail: bnmtelelink@bnm.gov.my

9. OMBUDSMAN FOR FINANCIAL SERVICES



The Ombudsman for Financial Services is set up to offer consumer protection to policyholders, and to resolve disputes over claims settlement between the insurance company and consumers/policyholders. Any policyholder who is not satisfied with the decision of the insurance company may write to the ombudsman at the following addresses:

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.

Tel: 03-2272 2811 Fax: 03-2272 1577 Website: www.ofs.org.my

10. JABATAN LINK & PEJABAT WILAYAH

Jabatan LINK & Pejabat Wilayah in Bank Negara Malaysia oversees and monitors public complaints and inquiries on insurance and insurance related matters. Jabatan LINK & Pejabat Wilayah can be contacted at the following address:

Jabatan LINK & Pejabat Wilayah Bank Negara Malaysia Level 13C P.O. Box 10922 50929 Kuala Lumpur

Tel: 03-2698 8044 Fax: 03-2693 4051



GENERAL PROVISIONS

1. CURRENCY AND PAYMENT OF MONIES

1.1. All payments under this Policy will be in Ringgit Malaysia.

2. THE CONTRACT

- 2.1. The rights of the Master Policyholder or any Insured Member under this Policy shall not be affected by any provision other than those inside this Policy. The Master Policyholder shall have the right to exercise every option, benefit, right or privilege conferred by the provisions in this Policy. Every transaction between the Master Policyholder and Us relating to this Policy shall be valid and binding on both the Master Policyholder and the Insured Member. Further, the Master Policyholder shall indemnify and keep Us indemnified against any and all actions, claims, costs (including all legal costs on solicitor and client basis), damages (including any damages or compensation paid by Us on the advice of Our legal advisers to compromise or settle any such claim), demands, expenses, fines, losses, penalties, proceedings, that We may incur or suffer as a result of the Master Policyholder's failure to perform, fulfil or observe its obligations under this Policy.
- 2.2. The Master Policyholder may only assign, transfer or charge all or any of its rights or obligations under this Policy, after obtaining Our written consent.

3. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES

- 3.1. Regardless of anything to the contrary contained in this Policy, (i) if We learn or are notified that the Master Policyholder, the Insured Member, or any other beneficial owner named at the application stage, nominee, beneficiary, individual or entity that is associated with this Policy, is named on any Sanctions list, or is threatened with being added to any Sanctions list, or (ii) if We or any bank or other relevant third party could be found to be in breach of Sanctions obligations as a result of taking any action under this Policy, then We may:
 - (a) terminate this Policy (or terminate the insurance coverage of the Insured Member) with immediate effect with or without prior notice to the Master Policyholder or the Insured Member, and/or
 - (b) take any other action We may deem appropriate, including but not limited to notifying any relevant government authority, withholding any payments, freezing any monies paid to Us, and transferring any such payments or monies to any relevant government authorities.
- 3.2. We shall not be liable for any losses of whatever nature that the Master Policyholder, Insured Member or anyone else may incur as a result of Us taking action under this clause. This clause, and Our ability to claim for any losses that We may incur arising out of the operation of this clause, shall survive any termination of this Policy.

For the purpose of this clause, "Sanctions" mean:

restrictive measures imposed on targeted regimes, countries, governments, entities, individuals and industries by international bodies or governments in Malaysia or outside of Malaysia, including but not limited to the Office of Financial Sanctions Implementation HM Treasury, the United Nations, the European Union, the US Treasury Department's Office of Foreign Assets Control, and Ministry of Home Affairs in Malaysia.

4. TAXES

4.1. Taxes may be imposed or increased, at any time on any of the premiums, charges or other payments due and payable for this Policy. If so, the Master Policyholder or the Insured Member, whichever applies, shall pay the Taxes at the applicable prevailing rate.

5. MISREPRESENTATION / FRAUD

- 5.1. If the Master Policyholder's and/or the Insured Member's answer or statement or information provided before this Policy was entered into, varied or renewed is found to be false or misleading, or if the Master Policyholder and/or the Insured Member has failed to disclose information as required, We have the right to void this Policy or exercise any of the rights available to Us in Schedule 9 of the Financial Services Act 2013 or any other law that replaces this Act. In this regard, any refund made shall be paid to the Insured Member.
- 5.2. If any information given to support any benefits or claim made is fraudulent or exaggerated, or any false declaration was made in support of such claim, We can terminate this Policy.



6. INTERPRETATION

- 6.1. This Policy shall be interpreted and governed by the laws of Malaysia.
- 6.2. In this Policy, unless We say something else or unless it should in the circumstances be understood differently:
 - (a) the headings are inserted for convenience only and shall not affect the interpretation of this Policy;
 - (b) the words including the singular shall include the plural and vice-versa; and
 - (c) a masculine personal pronoun as used herein includes the feminine, whenever the context requires.
- 6.3. If any provision or part of a provision of this Policy is invalid or unenforceable under the law, the validity and enforceability of the remaining provisions are not affected. The affected provision or part of the provision is deemed to be severed.

7. CHANGES AND NOTIFICATIONS

7.1. Notifications

- 7.1.1. All notices must be in writing and shall be treated as served on the Master Policyholder if delivered or sent to or left at the Master Policyholder's business address or any other address the Master Policyholder gives Us in writing. Any notice sent by post shall be treated as received 3 days after it is posted.
- 7.1.2. All notices must be in writing and shall be treated as served on the Insured Member if delivered or sent to or left at the Insured Member's latest correspondence address or any other address the Master Policyholder or the Insured Member gives Us in writing. Any notice sent by post shall be treated as received 3 days after it is posted.
- 7.1.3. We may give the Master Policyholder or the Insured Member notice by fax, e-mail, text message, or electronic means. We may also give the Master Policyholder or the Insured Member notice by any other method if We feel the circumstances are appropriate after considering the market development on such method. Any notice sent by fax shall be treated as written notice and served when We get confirmation of the transmission. If notice is sent by e-mail or text message or electronic means or any other method, it shall be treated as written notice and served on the next business day after sending.
- 7.1.4. All requests and/or notices and/or claims must be served on Us in writing through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us. They shall only be treated as served when We actually received them.

7.2. Changes To The Policy

- 7.2.1. We can change any provisions in this Policy by giving the Master Policyholder notice for any of the following reasons:
 - if in view of any laws, regulations, rules, orders, directives, requirements, standards, guidelines and code of practice by any governmental statutory or regulatory body or association, We think it is necessary to make such changes;
 - (b) to respond to changes in the way this Policy is managed or administered, with proper regard to the need to treat the Master Policyholder (or the Insured Member when required under the law) fairly;
 - (c) to respond to changes in technology or general practice in the insurance industry; or
 - (d) to correct errors, if it is reasonable to do so.

8. Surrendering the Insurance Certificate

- 8.1. The Insured Member can surrender the Insured Member's Insurance Certificate at any time through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us.
- 8.2. Upon surrender of the Insured Member's Insurance Certificate, We shall pay the Surrender Value of the Insurance Certificate.



9. VARIATIONS OR AMENDMENTS

9.1. For clarity, except when the amendment is signed by Us, no person is authorized to revise this Policy. For example, no person is authorised to accept premiums in arrears, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted.

10. LEGAL PROCEEDINGS

10.1. No action in law or in equity shall be brought to recover on this Policy before the expiration of 60 days after the written proof of claim has been submitted to Us in line with the requirements set out in this Policy.

11. ARBITRATION

11.1. If there is any disagreement about this Policy, the matter shall be referred to an Arbitrator to be appointed in writing by the Master Policyholder and Us. If both parties cannot agree on one Arbitrator, We shall each appoint an Arbitrator, within 1 calendar month from being required to do so in writing by the other party. If the two Arbitrators cannot agree on a decision, an Umpire, who shall have been appointed in writing by the Arbitrators before the Arbitration, shall make the final decision. An award by Arbitration shall be a condition precedent to any right of action against Us. If We decide We are not liable for a claim and it is not taken to Arbitration within 12 months of Our decision, We shall assume the claim has been abandoned.

12. NON-PARTICIPATING POLICY

12.1. This Policy shall not participate in any surplus distribution by Us.

END OF GENERAL PROVISION



BASIC PROVISIONS

1. **DEFINITIONS**

In this Policy, the following words and phrases are defined as below:

- 1.1. **Age** means age next birthday.
- 1.2. **Commencement Date** means the start date of the Insurance Certificate and is the date from which the insurance coverage is effective on the Insured Member. The Commencement Date is shown in the Insurance Certificate issued to the Insured Member.
- 1.3. **Doctor or Surgeon or Physician** means a registered medical practitioner qualified and licensed in Malaysia to practice western medicine. In providing treatment, this person must be practicing within the scope of his licensing and training in the geographical area of practice. This person cannot be the Master Policyholder, the Insured Member, the Insured Member's or Master Policyholder's husband or wife or a close relative.
- 1.4. Effective Date means the date from which this Policy is operative between the Master Policyholder and Us.
- 1.5. **Eligible Members** mean the persons as shown in the Master Policy Schedule of this Policy, who are entitled to participate in the insurance plan under this Policy subject to the terms of this Policy.
- 1.6. **Insurance Certificate** means the Insurance Certificate that We issue to the Insured Member.
- 1.7. **Insured Members** mean the persons who in line with Part 2 of the Basic Provisions of this Policy, are participating in the insurance plan under this Policy.
- 1.8. **Master Policyholder** means the party named in the Master Policy Schedule of this Policy as the Master Policyholder.
- 1.9. Pre-Existing Conditions mean disability, illness and/or condition that the Insured Member has reasonable knowledge of before the Commencement Date of the Insured Member's Insurance Certificate. The Insured Member may be considered to have reasonable knowledge of a pre-existing condition where the disability, illness and/or condition is one for which:
 - (a) the Insured Member had received or is receiving treatment;
 - (b) medical advice, diagnosis, care or treatment has been recommended;
 - (c) clear and distinct symptoms are or were evident; or
 - (d) its existence would have been apparent to a reasonable person in the circumstances.
- 1.10. **Policy** means the General Provisions, Basic Provisions, any supplementary policies, schedules, annexures, appendices, endorsements, Insurance Certificate, Master Policy Schedule, Insurance Certificate Schedule, and any amendments We have signed. This Policy shall be the contract between the Master Policyholder and Us.
- 1.11. **Taxes** mean:
 - (a) goods and services tax;
 - (b) value added tax;
 - (c) consumption tax; or
 - (d) any other tax, duty, charge or imposition of a similar nature by whatever name called;

which may be imposed or charged under the laws and regulations, or rules, rulings or guides from the relevant authority.

- 1.12. TOTALLY AND PERMANENTLY DISABLED/TOTAL AND PERMANENT DISABILITY/ TPD means the Insured Member:
 - (a) becomes permanently and completely unable to engage in any occupation and is permanently and completely unable to perform any work for remuneration or profit;
 - (b) totally and irrecoverably loses sight in both eyes;
 - (c) totally and irrecoverably loses by severance one limb each at or above his/her wrist and ankle, or two limbs at or above his/her wrist or ankle; or
 - (d) totally and irrecoverably loses sight in one eye and totally and irrecoverably loses by severance one limb at or above his/her wrist or ankle.

Such disability must be permanent and must last for a minimum period of six consecutive months.

For the purpose of the definition of "Total and Permanent Disability/ TPD", the word "permanent", shall mean beyond the hope of recovery with current medical knowledge and technology.



1.13. **We/Us/Our** means Prudential Assurance Malaysia Berhad, the insurer.

2. PARTICIPATION

2.1. In the event that We agree to provide insurance coverage to the said Eligible Member, We shall issue an Insurance Certificate to signify Our acceptance. The insurance coverage of the newly enrolled Insured Member shall commence from the Commencement Date of the Insured Member's Insurance Certificate.

3. **TERMINATION**

3.1. Termination of an Insured Member's insurance coverage

The insurance coverage in this Policy for any of the Insured Members, shall automatically terminate on the earliest of the following:

- (a) the date the insurance coverage of the Insured Member is cancelled, voided or terminated;
- (b) upon payment of Surrender Value under the Insured Member's Insurance Certificate;
- (c) on the last day of the Coverage Period of the Insured Member's Insurance Certificate;
- (d) the date on which the Insured Member dies; or
- (e) when there is no amount payable for Death Benefit under the Insurance Certificate.

3.2. Termination of this Policy

Either party to this Policy may terminate this Policy by providing 30 days (or any period as provided under the law) prior written notice of termination to the other party. Upon expiration of the notice period, We will stop issuing Insurance Certificate to enrol new Insured Member. As for the existing Insured Members, their insurance coverage shall continue until the insurance coverage is terminated in accordance with this Policy.

Termination of this Policy shall not affect any claim that has arisen before this Policy terminates.

4. **BENEFITS**

4.1. Death Benefit

4.1.1. If the Insured Member dies while he is covered under the Insurance Certificate, We will pay the Sum Assured for Death Benefit as shown in the Insurance Certificate Schedule of the Insurance Certificate, less any amount to be reduced as a result of an earlier admission of claim for accelerated benefits, to the person entitled through the Insured Member.

4.1.2. Exclusion of Death Benefit

(a) We shall not pay the Death Benefit under this Policy if the death of the Insured Member is directly or indirectly caused by or in connection with the Insured Member's suicide.

4.1.3. Conditions for Paying Death Benefit

- (a) Written notice of death of the Insured Member, together with the proof of claim, the relevant claim documents and information that We request to evaluate the claim as well as to establish the cause and circumstances of death of the Insured Member (collectively referred to as "Death Claim Notice") must be served on Us through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us, or given to our Head Office as soon as possible within 6 months of the date of death. They shall only be treated as served when We actually received them.
- (b) If the Death Claim Notice fails to reach Us within the prescribed period, it shall not mean the claim is invalid if it can be shown that it was not reasonably possible to give the Death Claim Notice within the prescribed period and that the Death Claim notice was given as soon as was reasonably possible.
- (c) We are not liable for any expenses incurred to obtain the Death Claim Notice.
- (d) We can refuse to pay the Death Benefit under this Policy if the above conditions are not met.

4.2. Total and Permanent Disability (TPD) Benefit



- 4.2.1. If the Insured Member suffers from Total and Permanent Disability ("TPD") while the Insured Member is covered under the Insured Member's Insurance Certificate, We will pay the Total and Permanent Disability (TPD) Benefit, of which the Total and Permanent Disability (TPD) Benefit will be the Sum Assured for Total and Permanent Disability (TPD) Benefit as shown in the Insurance Certificate Schedule of the Insured Member's Insurance Certificate.
- 4.2.2. Total and Permanent Disability (TPD) Benefit is a benefit that provides coverage for TPD of the Insured Member, of which its Sum Assured as shown in the Insurance Certificate Schedule of the Insured Member's Insurance Certificate will reduce the amount payable for death.
- 4.2.3. Exclusions of Total and Permanent Disability (TPD) Benefit
 - (a) We shall not pay any Total and Permanent Disability (TPD) Benefit under this Policy if the TPD of the Insured Member occurs due to any condition, illness, injury or event which is directly or indirectly caused by, or accelerated by, or in connection with:
 - (i) any attempted suicide or self-inflicted injury whether attempted/inflicted while sane or insane:
 - (ii) any travelling in an aircraft other than as a pilot or member of the crew or a fare-paying passenger in a commercial aircraft licensed for passenger service on scheduled flights over established routes only;
 - (iii) any participation in any aerial sporting activities such as hang-gliding, ballooning, parachuting, sky-diving, bungee jumping and other such similar activities;
 - (iv) committing or attempting to commit a criminal offence by the Insured Member;
 - (v) alcohol, narcotic, drugs or stimulators abuse, or their complications;
 - (vi) war or aggressive acts, including invasions, acts of foreign countries, enemy's acts (whether with or without war declaration), civil wars, insurrections, revolutions, riots, interference by military authorities or usurpation; or
 - (vii) any Pre-Existing Conditions.

4.2.4. Conditions for Paying TPD Benefit

- (a) Written notice of any claim for this Total and Permanent Disability (TPD) Benefit, together with the proof of claim, the relevant claim documents and information that We request to evaluate the claim as well as to establish the cause and circumstances of the Insured Member's TPD condition (collectively referred to as "TPD Claim Notice") must be served on Us through the facility made available by Us through any affiliates of Prudential plc (UK) or directly from Us, or given to Our Head Office as soon as possible within 6 months of the date of event giving rise to the claim while the Insured Member is alive. They shall only be treated as served when We actually received them.
- (b) If the TPD Claim Notice fails to reach Us within the prescribed period, it shall not mean the claim is invalid if it can be shown that it was not reasonably possible to give the TPD Claim Notice within the prescribed period and that the TPD Claim notice was given as soon as was reasonably possible.
- (c) After submitting the TPD Claim Notice, the Insured Member must agree to a medical examination carried out by a Doctor We have appointed as may be required. In order to assess the claim, the Insured Member may be subject to more than one medical examination.
- (d) If the Insured Member suffers from TPD, We shall be entitled to request for information to evaluate the claim and as well as to establish the cause and circumstances of the Insured Member. Unless We notify the Insured Member otherwise, We are not liable for any costs involved in this.
- (e) We can refuse to pay the Total and Permanent Disability (TPD) Benefit if the above conditions are not met.

END OF BASIC PROVISIONS