

Policy No.



**REQUEST FOR POLICY TERMINATION APPLICATION FORM**

**IMPORTANT NOTICE**

IT MAY NOT BE IN YOUR INTEREST TO TERMINATE THE POLICY AS YOU WILL LOSE OUT ON THE FOLLOWING:-

1. IMMEDIATE ESTATE AND FINANCIAL PROTECTION FOR YOUR FAMILY WHEN THEY MAY NEED IT THE MOST.
2. BECAUSE OF AN INCREASE IN AGE, THE PREMIUM FOR THE EXISTING POLICY WILL BE LOWER COMPARED TO ANY NEW POLICY.
3. THE POLICY'S "SUICIDE CLAUSE" WILL HAVE TO START ANEW.
4. ANY CHANGE IN YOUR HEALTH MAY ADVERSELY IMPACT THE NEW POLICY AND THE PREMIUM TO BE PAID.
5. ANY CHANGE IN YOUR HEALTH MAY BE EXCLUDED UNDER THE POLICY'S "EXCLUSION CLAUSE" ESPECIALLY IF THE CONDITION IS FOUND TO EXIST AFTER THE EXISTING POLICY IS TAKEN UP AND LATER SURRENDERED BUT BEFORE A NEW POLICY IS TAKEN UP.
6. THE REQUESTED ACTION MAY INCLUDE, NOT EXHAUSTIVE, IF ANY ADDITIONAL FEE(S) AND CHARGE(S), IMPOSITION OF NEW WAITING PERIODS, IMPOSITION OF NEW EXCLUSION OF ADDITIONAL PRE-EXISTING CONDITIONS OR CHANGES IN BENEFIT COVERAGE. IT IS CRUCIAL FOR YOU TO UNDERSTAND ALL THE TERMS AND CONDITIONS THAT MAY MAKE IMPACT TO THE SWITCHED PRODUCT THAT MAYBE OF DIFFERENCE VERSUS THE ORIGINAL PRODUCT.

**PART 1: PARTICULARS**

Full Name of Policy Owner as per NRIC/Passport	
NRIC of Policy Owner	
Handphone No. of Policy Owner	
Email Address of Policy Owner	
Full Name of Life Assured as per NRIC/Passport	
NRIC of Life Assured	

**PART 2: AUTHORISATION FOR POLICY TERMINATION**

I, the policy owner of above-mentioned Policy, hereby request and authorize the Company to either: -

(A) Cancel the Policy from its inception in accordance with my statutory right of cancellation within the free-look period of 15 days under the Financial Services Act 2013 and refund to me all premium which have been paid in relation to the Policy/fund value (whichever as may be applicable), subject to the terms and conditions under the Policy. Upon such refund, the Policy is deemed cancelled and the Company shall not have any liability under or in connection with the Policy.



I declare that I am not involved in any bankruptcy proceedings and that no receiving order has been made against me nor have I been adjudged bankrupt at the time of making this request. I further declare that I have not pledged, assigned or dealt with the Policy in any way whatsoever.

OR

(B) Surrender the Policy. I understand and agree that the surrender value of the Policy shall be according to the terms and conditions stated in the policy contract. Upon payment of the surrender value, the Policy is deemed terminated and the Company shall not have any liability under or in connection with the Policy, including any future claims by virtue of any representations which may have been made to me in relation thereto.

I declare that I am not involved in any bankruptcy proceedings and that no receiving order has been made against me nor have I been adjudged bankrupt at the time of making this request. I further declare that I have not pledged or assigned the Policy or transferred any of the rights vested in me as the policy owner of the Policy in any manner whatsoever.

Reason(s) for Termination of Policy:

		<p><i>For Office Use:</i></p>
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**PART 3: UPDATE FOR DIRECT CREDIT DETAILS**

Type of Account	<input type="checkbox"/> Savings	<input type="checkbox"/> Current
Name of Bank	<input type="text"/>	
Account No.	<input type="text"/>	

**TERMS & CONDITIONS OF DIRECT CREDIT PAYMENT FACILITY**

In consideration of the Company accepting the Direct Credit request, I agree to and accept the following terms and conditions:

1. I am the holder of the bank account specified above ("Account") and that the details thereof are correct, true and complete. I further confirm that I have full power and authority to operate the Account.
2. I hereby request and authorise the Company to credit any moneys that are due to me under my above-captioned Policy directly into this Account and I accept full responsibility for all transactions arising from the use of this Direct Credit payment facility.
3. The Direct Credit payment facility is only applicable to existing active individual savings or individual current account which must be maintained with one of the financial institutions offering MEPS INTERBANK GIRO (IBG) service. A list of IBG members can be found at <http://www.myclar.org.my>.
4. Any use of correction fluid on documents required for the purposes of this request will not be accepted.
5. The Company shall not be held responsible for any claims, loss, damage and/or expenses arising from the successful or unsuccessful processing of the debit due to exceeding credit limits, insufficient funds in my account, malfunction of system, electricity failure and any other factors beyond the Company's control.
6. I acknowledge and agree that the Direct Credit payment facility provided by the Company is solely for my/ our convenience and benefit.
7. I will notify the Company in writing of any changes to my Account or the discontinuance of this facility. Any change or cancellation will only be effective after the Company has duly acknowledged receipt of such notice.
8. Unless and until the Company receives written notification of my death, incapacity or revocation of this authorisation, this authorisation will remain in force and effective.
9. The Company may at its absolute discretion at any time terminate this facility without assigning any reason by giving me or the Policy Owner one day's written notice or change the Terms and Conditions herein without prior notice to me or the Policy Owner.
10. I shall immediately refund to the Company in full any moneys paid into this Account which I am not entitled to receive.
11. I hereby agree to keep the Company indemnified against any claims, loss, damage and/or expenses which the Company may suffer or incur as a result of the Company acting on my instruction.
12. I understand that any payment into the Account shall be a valid discharge of the Company's liability under the Policy.



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**PART 4: FACTA DECLARATION**

**DECLARATION OF U.S. PERSON AND CHANGE OF CIRCUMSTANCES**

Are you a U.S. Person (eg. U.S. Citizen / U.S. Permanent Resident / Green Card Holder, etc)?  Yes  No

I/We understand that the Company, believing this statement to be true, will rely on it and act on it. In the event this statement is false, any policy issued may be considered void in which case the Company shall notify me/us and repay the premiums less reasonable charges and policy withdrawals. In view that this is a fundamental term, the Company shall be entitled to cancel this Policy and pay reasonable compensation to me/us in consideration of such termination.

\*Note: A false statement or misrepresentation of tax status by a U.S. Person could lead to penalties under U.S. law.

\*Note: The below paragraph applies only to Account Holders who have or may have U.S. Indicia:

- (i) U.S. persons for U.S. federal income tax purposes; or
- (ii) If your tax status changes and you become a U.S. Person; or
- (iii) You or beneficiaries in connection with this Policy have indicated through information provided to us that you or such Beneficiary may be in fact a U.S. person for U.S. federal income tax purposes (including for example a U.S. address, a U.S. telephone number, a TIN, etc.)

The term "U.S. Indicia" as used below refers to any of the three circumstances described in (i) to (iii) above.

This is a fundamental term and in the event you have U.S. Indicia and fail after request to provide such information, consent and/or assistance as the Company may from time to time reasonably require to allow it to comply with its contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of information relating to you or Beneficiaries in connection with this Policy, The Company reserves the right and shall be entitled to take the necessary action which may include submitting the necessary reports, suspending your account/policy, withholding the necessary monies to be remitted, terminating this Policy and returning the cash value (if any) less any indebtedness without interest in the event of such termination.

**Note: Please take note that the Company will not be able to process this application without your consent to the above.**

You can find relevant FATCA forms and instruction on form completion from the below websites:

**FATCA Forms for Entity**

- 1. **W-8BEN-E**  
Form <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- 2. **W-9**  
Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw9.pdf>

**FATCA Forms for Individual**

- 1. **W-8BEN**  
Form <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- 2. **W-9**  
Form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>  
Instructions <http://www.irs.gov/pub/irs-pdf/iw9.pdf>

**PART 5: CRS DECLARATION**

1. The Income Tax (Automatic Exchange of Financial Account Information) Rules 2016 sets the Common Reporting Standard (CRS) for the purpose of automatic exchange of financial account information. This is a Self-Certification to be completed by you to the Company for the said purpose. The information collected herein may be transmitted by the Company to the government authorities or regulatory bodies for transfer to the tax authority of another country(ies).
2. You are required to immediately inform the Company of any changes in your tax residency status.
3. You are required to complete this Self-Certification in full (unless stated otherwise).
4. If you have any questions on Self-Certification or your tax residency status, please consult your tax, legal advisor and/or other professional advisors.

For further information on tax residency, please refer to the OECD website at <http://www.oecd.org/tax/automatic-exchange/crsimplementation-and-assistance/tax-residency/>

Do you have any tax residency in country(ies) other than Malaysia?

Yes. Please complete the respective Tax Residency Self-Certification Form  No\*

**Note: Please take note that the Company will not be able to process this application without your declaration.**

\* If the Policy Owner is a company, please complete Entity Tax Residency Self-Certification Form.



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**PART 6: FACTA & CRS DATA PRIVACY WAIVER**

**Applicable to both individuals and corporates**

"The Company is subject to and required to, or has agreed to, comply with certain legal, regulatory and/or other requirements (the "Reporting Requirements"). As such, I/we provide our express consent that the Company shall have the right to provide such personal data and information to any governmental authorities, regulatory bodies and/or any other person(s) in respect of the Reporting Requirements. I/We understand that such disclosures may involve the cross border transfer of personal data outside the jurisdiction and that such disclosures may be with respect to i) the personal data of the proposer, life assured, beneficiaries, trustees, personal representatives, nominees, assignees and other persons specified in this insurance application (collectively "other persons"), or any of them; ii) any information relating to this Policy; and iii) any information relating to any other policies held by the other persons or any of them. I/We understand that the Company will not be able to sell any insurance product to me/us and provide any service if I/we refuse to give the said express consent."

**PART 7: DATA PRIVACY**

I understand and agree that the information I supply will be collected, used and processed by the Company, its agents and its authorised parties (within or outside of Malaysia) for the purposes of processing this application and to facilitate the Company's function as an insurance company. I understand that I have a right to obtain access to and to request correction of my personal information held by the Company by contacting the Company's Customer Service Representatives.

I understand that I can visit the Company's Corporate Website (<https://www.tokiomarine.com/my/en/life/about-us/corporate-policies/privacy-policy.html>) for a full copy of the Company's Privacy and Data Protection Policy.

Signed on \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature of Policy Owner

Name :  
ID No. :

\_\_\_\_\_  
\*Signature of Witness

Name :  
ID No. :  
Tel. No. :

I hereby consent to the above policy to be changed in accordance with the above request.

Signed on \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature of Trustee/Parent/Guardian (where applicable)

Name :  
ID No. :

\_\_\_\_\_  
\*Signature of Witness

Name :  
ID No. :  
Tel No. :

\_\_\_\_\_  
Signature of Trustee/Parent/Guardian (where applicable)

Name :  
ID No. :

\_\_\_\_\_  
\*Signature of Witness

Name :  
ID No. :  
Tel No. :

**\*STATEMENT OF WITNESS:**

1. I hereby witness and certify that the signature in this form was made before me and that to the best of my knowledge it is the signature of the policy owner/trustee/parent/guardian under the Policy.
2. The Witness must be at least 18 years of age and of sound mind.

**Note: A copy of NRIC/Passport/Birth Certificate of the Policy Owner is submitted for verification by the Company.**

**Checklist (by staff)**

- "Conservation Form for Policy Termination" is submitted together with this Form.