

**UNIVERSITI TEKNOLOGI MARA**

**A REVIEW ON LAWS AND REGULATIONS:  
MISREPRESENTATION OF FACTS USING  
LEGITIMATE SALES BROCHURE BY LIFE  
INSURANCE AGENT**

**NUR ALIA ATIKA BINTI SISWANDY**

**DIRA AISHA BINTI AMRAN**

Dissertation submitted in partial fulfillment  
of the requirements for the degree of  
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## **AUTHOR'S DECLARATION**

We hereby declare that the work in this dissertation was carried out in accordance with the regulations of Universiti Teknologi MARA. It is original and is the result of my own work, unless otherwise indicated or acknowledged as referenced work. This topic has not been submitted by any other academic institution or non-academic institution for any degree of qualification.

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Name of candidate : Nur Alia Atika Binti Siswandy  
Candidate I.D. No : 2014633586  
Programme Construction Project : Master in Legal Studies  
Faculty : Faculty of Law  
Thesis Title : A Review on Laws and Regulations:  
Misrepresentation of Facts Using Legitimate Sales  
Brochure by Life Insurance Agent  
Signature of Candidate :

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Date : June 2016  
Institute of Graduate Studies  
Universiti Teknologi MARA

## **ABSTRACT**

This study is carried out to identify the misrepresentation done by the life insurance agents in Malaysia and whether the laws in Malaysia are adequate enough to protect the rights of insured who bought life insurance policy especially the one with the investment-linked products. Other than that, it is also to identify whether there is any country has Misrepresentation Act that govern the rights of insured to be as a reference to the Malaysian laws and do our laws need to be changed in regards to the insured's right. Few interviews conducted with Prudential's life insurance agents. Cases from United States in regards to misrepresentation had been reviewed and were used to support the information. The data showed that existing law does not comprehensive enough to protect Malaysian life insurance insured on their rights in term of misrepresentation act by the agents. This is because each of the Acts has its own limitations and terms that have been covered. Furthermore, it is hardly to tell whether the agent had breached their duty to the insured in giving genuine information before they buy the life insurance policy with investment-linked. In fact, in term of the enforcement of the law is weak. Hence, authority is recommended to have specific Act that could protect the insured and improvise the protection.

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