


**A Guide to Your Individual Personal Accident - HLB**

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## IMPORTANT INFORMATION

### Our Agreement

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **your** trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in **the schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. However, in the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures given by **you**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This policy reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **your** trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in **the schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. In the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures given by **you**, it may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance.

This policy reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

### Your Duty to Inform Us

#### Duty of Disclosure - Information and Changes We Need to Know About

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **your** trade, business or profession)

Where **you** have applied for this insurance wholly for purposes unrelated to **your** trade, business or profession, **you** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **you** applied for this insurance) i.e. **you** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

**You** are also required to disclose any other matter that **you** knew to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied. **You** also have a duty to tell **us** immediately if at any time after **your** contract of insurance has been entered into, varied or renewed with **us** any of the information given in the Proposal Form (or when **you** applied for this insurance) is inaccurate or has changed.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **your** trade, business or profession)

Where **you** have applied for this insurance wholly for purposes related to **your** trade, business or profession, **you** have a duty to disclose any matter that **you** know to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance.

**You** also have to tell **us** immediately if at any time after **your** contract of insurance has been entered into, varied or renewed with **us** any of the information given in the Proposal Form (or when **you** applied for this insurance) is inaccurate or has changed.

### How your Insurance Operates

Your Individual Personal Accident - HLB is a contract between **us**, the Company, and **You**, the **Insured** named in **the Schedule**.

In consideration of **You** paying to **Us** the required premium, **we** agree to indemnify **You** in the manner and to the extent described in the Policy and in **the Schedule**, in respect of the events occurring during the **Period of Insurance**, or any subsequent period for which **You** pay and **We** accept the required premium.

### Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or **the Schedule** and are highlighted in the Policy by being shown in bold print, e.g. **Insured Person**, **Injury**, etc.

#### Authentication Token

means any password, PIN, code, biometric credential or device used to access **your digital wallet**.

**Chinese Physician**

means a person who is duly licensed or registered with a Traditional Chinese Medicine Practitioners Board in Malaysia to practice traditional Chinese medicine within the scope of his/her license according to the laws and regulations applicable in the geographical area of his/her practice. For the avoidance of doubt, a **Chinese Physician** under this definition is not considered a **medical practitioner** as defined in the **policy**.

**Digital Wallet**

means any electronic account regulated by Bank Negara Malaysia (BNM) and/or Securities Commission (SC) to store **your** funds and allows electronic transactions.

**Electronic Communication**

means any mode of communication that enables the transfer of funds or information electronically, including online platforms, mobile applications, and websites.

**Endorsement**

means a written alteration to the terms, conditions and limitations of the **Policy**.

**Hospital**

means only an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- i. has facilities for diagnosis and major surgery;
- ii. provides 24 hours a day nursing services by registered and graduate nurses;
- iii. is under the supervision of a doctor; and
- iv. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.

**Hospitalised/ Hospitalisation**

means confinement in a **Hospital** for which the **Hospital** makes a charge for room and board, and the **Insured Person** must be confined for a continuous uninterrupted period of at least 24 hours upon the advice of and under the regular care and attendance of a physician or **Medical Practitioner**.

**Injury**

means bodily injury suffered anywhere in the world caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear.

**Insured/ You/ Your**

means an individual person or a corporation as named in **the Schedule**.

(Note: If the **Insured** under **the Schedule** is a corporation, then the individual person will be the employee of the **Insured** as declared by the **Insured** to us and the same will also be named as **Insured Person** in **the Schedule**.)

**Insured Person**

means each individual person as described in **the Schedule**.

**Medical Practitioner**

means any person qualified by a degree in western medicine and legally licensed and authorised to practise medicine and surgery.

**Mobile Device**

means a portable electronic device capable of connecting to the internet to allow **you** to access, operate and manage **your digital wallet**.

**Mosquito Borne Disease**

means disease transmitted by mosquito. Diseases covered are dengue, malaria, Chikungunya and Japanese Encephalitis.

**Period of Insurance**

means the period for which the **Insured Person** are insured.

**Phishing or Email Spoofing**

means any attempt by a **third party** to fraudulently obtain **your** personal information or credentials through deceptive emails or messages.

**Policy**

means **Your** insurance contract which consist of the **Policy** wording, **Schedule** and any **Endorsement**.

**Sum Insured**

means the sum specified against each of the Benefits stated in **the Schedule** of benefits which is the maximum amount **We** will pay in the event of a claim.

**Temporary Total Disablement**

means **you** are totally unable to engage in or attend to all parts of **your** usual employment or occupation due to a temporary disablement.

**Temporary Partial Disablement**

means you are unable to engage in or attend to a substantial part, but not all of your usual employment or occupation due to a temporary disablement.

**The Schedule**

means details of the Insured Person and certain elements of the insurance provided. The Schedule is part of the Policy.

**Third Party**

means any natural person or entity other than you.

**Traditional Chinese Medical Expenses**

means the usual reasonable and customary expenses for treatment of injury by a Chinese Physician.

**We / Us / MSIG / the Company / Our**

means MSIG Insurance (Malaysia) Bhd.

**Weekly Benefit**

means any compensation payable at a rate per week.

## Section I

### Personal Accident

**We will pay you for Injury:**

The compensation for death or disablement (the Benefits) as described below if the Insured Person is injured and within two years of its happening the Injury is the sole cause of the death or disablement.

Benefits	Compensation
1. Accidental Death	The Sum Insured specified in the Schedule
2. Permanent Disablement	
a. Permanent Total Disablement	A sum equal to percentage of the Sum Insured specified in the Schedule. The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one Insured Person:
i. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
ii. Total and permanent loss of all sight in one or both eyes	100%
iii. Total loss by physical severance or total and permanent loss of use of:	
One or two limbs	100%
One or two hands	100%
Arm above the elbow	100%
Arm at or below the elbow	100%
Leg above the knee	100%
Leg at or below the knee	100%
iv. Permanent total insanity	100%
b. Permanent Partial Disablement	A sum equal to percentage of the Sum Insured specified in the Schedule. The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one Insured Person:
i. Total and permanent loss of:	
Sight in one eye except perception of light	50%
Lens of one eye	50%
ii. Total loss by physical severance or total and permanent loss of use of:	
Thumb and four fingers of one hand	53%
Four fingers of one hand	50%
Thumb (two phalanges)	25%
Thumb (one phalanx)	10%
Index finger (three phalanges)	15%

Index finger (two phalanges)	8%
Index finger (one phalanx)	4%
Middle finger (three phalanges)	6%
Middle finger (two phalanges)	4%
Middle finger (one phalanx)	2%
Ring finger (three phalanges)	8%
Ring finger (two phalanges)	4%
Ring finger (one phalanx)	2%
Little finger (three phalanges)	6%
Little finger (two phalanges)	3%
Little finger (one phalanx)	2%
All toes of one foot	17%
Great toe (two phalanges)	5%
Great toe (one phalanx)	2%
Any other toe	3%
iii. Total and permanent loss of:	
Hearing in two ears	75%
Hearing in one ear	25%
Speech	60%

Where the **Injury** is not specified, **We** reserve the right to adopt a percentage of compensation, which in **Our** opinion is not inconsistent with the provisions of **the Schedule**.

The following Benefits formed part of the Policy coverage if it is specified in **the Schedule**:

3. **Convalescence Allowance**  
Necessary alteration to dwelling or motor vehicle and any other medical aids should the **Insured Person** be continually dependent on wheelchair for a period of not less than 6 months. RM5,000
  
4. **Funeral Cremation & Repatriation Expenses**  
Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker / airline transporter (but only to the extent that they are not recoverable from any other source) in respect of the death of the **Insured Person** for whom compensation is payable under the Policy. Reimbursement up to the **Sum Insured** of RM2,000 provided it is the maximum payable for any one **Insured Person** in any one accident.
  
5. **Specified Infectious Diseases**  
In the event the **Insured Person** is being diagnosed with **mosquito borne disease**, rabies or hand, foot, and mouth disease (HFMD) as certified by a **Medical Practitioner** and supported by laboratory test result, **We** will pay the limit as specified in **the Schedule**. Only one claim will be payable under this benefit during the **Period of Insurance** under the Policy. This benefit excludes any specified infectious diseases arising within the first fourteen (14) days of the **Insured Person's** cover.

**Compensation Limits in respect of any one Insured Person**

1. **We shall not pay for:**
  - a. any specific **Injury** under Benefit 2(a) and/or Benefit 2(b) where, for that same **Injury** greater compensation is payable for another part of Benefit 2(a) and/or Benefit 2(b) which includes that specific **Injury**,
  - b. Benefit 1 in addition to any Benefit 2(a) and/or Benefit 2(b) if caused by the same **Injury**, except that if a payment has been made under any part of Benefit 2(a) and/or Benefit 2(b) and death occurs subsequently solely caused by and within 104 weeks of the **Injury**, then **we** will pay any difference if the compensation payable for Benefit 1 is greater than that already paid for Benefit 2(a) and/or Benefit 2(b),
  - c.
    - i. more than 100% in aggregate for any or all of Benefit 2(a) and/or Benefit 2(b) for any one **Insured Person**. When 100% of the benefits becomes payable, the Policy shall cease thereafter; or
    - ii. more than 200% (when Double Indemnity becomes applicable) of the **Sum Insured** for Benefit 1 or Benefit 2(a) in respect of any one **Insured Person**. When 200% of the benefits becomes payable, the Policy shall cease thereafter.
  - d. Benefit 2(a) and/or Benefit 2(b) until the total amount of compensation shall have been ascertained and agreed.
  
- NB - All Extra Benefits are subject otherwise to the Terms, Exceptions and Conditions under the Policy.

## Section II

### Optional Benefits

The following section of cover is only available if You pay the appropriate additional premium and this is shown on the Schedule.

#### Description of Benefits

**1. Medical Expenses**

We will reimburse for expenses incurred as a result of an **Injury** up to the amount specified in the **Schedule** in respect of medical or surgical treatment by a qualified **Medical Practitioner** including medical report and/or **hospital** confinement or application of dressings or x-ray examination or for the use of an operating room, or for the administration of medicines or anesthetics prescribed by a qualified **Medical Practitioner** in any one accident.

**2. Daily Hospital Income**

We will pay the **Insured Person** the daily hospital income in the amount specified in the **Schedule** for each full day the **Insured Person** is **hospitalised** up to a maximum of ninety (90) consecutive days, during the **Period of Insurance** for the treatment of **Injury**. This benefit is not payable if the **Insured Person** is **hospitalised** for the treatment of COVID-19 or dengue fever.

**3. Double Indemnity**

If the **Insured Person** sustains **Injury** resulting in death or permanent total disablement while travelling in or boarding on any licensed public transport as a fare paying passenger to and from or in overseas country for a period not exceeding ninety (90) days per trip, We will pay 200% of the **Sum Insured** for Accidental Death or Permanent Total Disablement as specified in the **Schedule**. This benefit is applicable to be a Malaysian citizen, or permanent resident, or work permit or employment pass holder residing in Malaysia for at least forty (40) weeks in any fifty-two (52) week period whilst the cover is in force.

**4. Ambulance Fees**

We will reimburse up to RM500 for necessary ambulance services rendered in Malaysia to and/or from the **Hospital** provided such fees were incurred as a result of an **Injury** sustained by the **Insured Person**.

**5. Traditional Chinese Medical Expenses**

We will waive the requirement that you must first receive treatment at a clinic registered with the Ministry of Health Malaysia to be reimbursed for **Traditional Chinese Medical Expenses** (up to the limit specified in the **Schedule**),

This benefit is payable only if:

- a) You have consulted and received your first treatment from a **Chinese Physician** within five (5) days of sustaining an **injury**;
- b) The treatment is not administered by you, your spouse or a member of your immediate family, your business partner, your employer or your employee;
- c) Any documents submitted to us in relation to a claim for the treatment of your **injury** shall bear the name and license number of the attending **Chinese Physician** from a Traditional Chinese Medicine Practitioners Board.

For the avoidance of doubt, the entitlement to be reimbursed for **Traditional Chinese Medical Expenses** under the Medical Expenses benefit of the **policy** is hereby made null and void.

No reimbursement shall be payable until the total amount of the payment shall have been ascertained and agreed, unless otherwise agreed by us. This benefit shall be automatically terminated once a claim(s) is/are made for a maximum reimbursement of the limit specified in the **Schedule**. Any remaining amount not utilized under this benefit shall be forfeited. There is not option to reinstate this benefit.

**6. Weekly Benefit**

If you suffer an **injury** from an **accident** that results in **temporary total disablement** or **temporary partial disablement**, we will pay a **Weekly Benefit** for each complete seven (7)-day period of disablement, up to a maximum of one hundred and four (104) weeks from the commencement of disablement, as certified by a registered **medical practitioner**.

**Weekly Benefit** shall be payable:

- a. when the total amount has been agreed, or
- b. at your request at intervals of not less than four (4) weeks (but not in advance) commencing four (4) weeks after receipt by us of written notice of **injury**.

We will not pay the **Weekly Benefit**:

- a. for any period of **Temporary Total or Partial Disablement** when **Permanent Disablement** is payable under the same **accident**;
- b. for both **Temporary Total Disablement** and **Temporary Partial Disablement** for the same day or any overlapping dates of disablement;
- c. in excess of one hundred and four (104) weeks from the commencement of disablement;
- d. for any period of disablement shorter than seven (7) consecutive days;
- e. for disablement caused by food or drink poisoning, Dengue Fever, Malaria, Japanese Encephalitis, Chikungunya, or any other diseases
- f. if you are unemployed, retired, a student or a homemaker;

Any payment made under **Weekly Benefit** shall be deducted from any subsequent compensation becoming payable under Section I - Benefit 1 and 2.

#### 7. Digital Wallet Protection

We will reimburse **you** for direct financial loss arising from the loss or theft of **your mobile device** for losses resulting from:

- a. Unauthorised electronic fund transfers from **your digital wallet** by a **third party**;
- b. Unauthorised use of any credit or debit card linked to **your digital wallet** for fund top-ups; and
- c. Fraud arising from **phishing or email spoofing**.

Provided that:

- a. The loss or theft of **your mobile device** occurs during the **period of insurance**.
- b. **You** report the loss or theft within 24 hours of discovery to:
  - i. the issuer of the **digital wallet**, and/or
  - ii. the issuer of credit and debit card, and
  - iii. the police
- c. The financial loss occurs within 7 days after the loss or theft of **your mobile device**.
- d. **You** provide evidence that the issuer of the **digital wallet** company and/or credit and debit card are not reimbursing **you** for **your** financial loss.

The maximum amount payable in any one period and in the aggregate shall not exceed the sum insured stated in the **schedule** regardless of the number of **digital wallet(s)** and credit and debit card(s) **you** have.

We do not cover any loss arising from or in connection with:

1. loss or theft of **your mobile device** itself;
2. transactions conducted prior to the loss or theft of **your mobile device**;
3. **your** failure to exercise reasonable care to safeguard **your mobile device**, or any other means of access to **your digital wallet** from unauthorised use, loss, or theft;
4. transfers of funds conducted through any means other than **electronic communication**;
5. confidence scams, including but not limited to impersonation, online shopping, loan, rental, gambling, or investment scams;
6. **your** act of providing, allowing, or transferring **your authentication token** to any **third party**, granting them access to **your digital wallet**;
7. any criminal, dishonest, reckless, deliberate, or malicious act committed by **you**;
8. theft or loss of any physical credit or debit card, or any loss arising therefrom;
9. credit or debit card transactions conducted at Point-of-Sale terminals;
10. purchases of products or services via social media platforms, including but not limited to Facebook, Instagram, TikTok, Whatsapp and Telegram.
11. failure or malfunction of electrical, electronic, or telecommunications infrastructure or services;
12. losses arising from **your** business, trade, craft, profession, or occupation;
13. any unregulated digital currency, virtual currency, or cryptocurrency;
14. insolvency of any issuer of **digital wallet** and credit/debit card, or any seller or provider of goods or services;
15. loss arising from a single cyber event affecting the **digital wallet** or any financial institution.

## Special Provisions

#### 1. Disappearance

**The Company** shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads to the conclusion of **the Company** that death was caused by an **Injury**. However, if at any time after payment of Benefits for such death the **Insured Person** is found to be living, such Benefits shall be refunded to **the Company**.

#### 2. Exposure

If an **Insured Person** suffers an **Injury** and thereafter in consequence of that **Injury** suffers death or disablement as a result of exposure to the elements of natural perils, we will consider such death or disablement as having been caused by an **Injury**.

#### 3. Cyber Risk Clause (Information Technology Hazards Clarification Clause)

This insurance does not cover any losses arising, directly or indirectly, out of loss of, alteration of, damage to, or a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information, repository, microchip, integrated circuit device in computer equipment or non-computer equipment, whether the property of the **Insured** or not, do not in and of themselves constitute an event unless arising out of one or more of the Defined Contingency (as defined hereunder) but only to the extent that such loss would otherwise be insured under this **Policy**.

Defined Contingency shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, cyclone, hurricane, earthquake, volcano, tsunami, flood, riot, civil commotion, theft, animal, freeze or weight of snow.

#### 4. Off Duty Clause

It is hereby declared and agreed that the **Policy** shall be in force and shall be applicable only in respect of Accident Death/ Permanent Disablement/ Injury taking place during the period the **Insured Person** is not at work and/ or not on official duty (only applicable to those **Insured Person** who fall under the list of occupations stated below). For the avoidance of

doubt, the Policy does not extend to cover the **Insured Person** in respect of Accidental Death/ Permanent Disablement/ Injury arising directly or indirectly from occupation (the list of occupations are stated below) and/ or on official duty. Subject otherwise to the terms and conditions of the Policy.

List of Occupations (Applicable to Off Duty Clause):-

- a) Aircrew or Ship Crew including Pilots
- b) Professional Sports, racing involving the use of mechanically powered driven vehicles and / or craft, or trial of speed or reliability.
- c) Divers, Seamen, Fishermen and Stevedores
- d) Explosive Handlers/ Makers
- e) Firemen, Military and Law Enforcement personnel including Policemen
- f) Professional Entertainers
- g) Tunnelling or Underground Workers
- h) Oil Rig Workers
- i) Mining Workers
- j) Timber Loggers and Workers
- k) Window Cleaners working at height above 30 feet
- l) Circus Performers/ Stuntmen
- m) Debts/ Bill Collector and Car Repossessor
- n) Guest Relation Officers
- o) Security Guard, Bodyguard and Watchman including Jockeys

## General Exceptions

We will not pay compensation for:

1. Injury, death, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear assembly, or
  - b. nuclear component thereof, or
  - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. Injury or death caused by:
  - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war,
  - b. mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege,
  - c. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act,
  - d. pregnancy, childbirth or physical or mental defect or infirmity,
  - e. the **Insured Person** being affected by a drug unless the drug is taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction),
  - f. directly or indirectly arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Syndrome) and/ or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/ or any mutant derivatives, variations or treatment thereof however caused.
3. Injury or death caused to the **Insured Person** whilst engaging in:
  - a. air travel except as a passenger in a fully licensed passenger carrying aircraft,
  - b. any crew, trade, technical or sporting activity in connection with an aircraft.
4. Injury or death caused to the **Insured Person** whilst engaging in or practising for:
  - a. parachuting,
  - b. hang gliding,
  - c. any kind of race (other than on foot or swimming) or trial of speed or reliability,
  - d. mountaineering.
5. The Policy does not cover any death, disablement (permanent and temporary), expenses or liability directly or indirectly caused by or contributed to or arising from or in connection or in consequence of **any Act of Terrorism**. For the purpose an act of terrorism means an act including but not limited to the use of force or violence and/ or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public in fear.

If **We** allege that by reason of these General Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon **You**.

## General Conditions

The conditions which appear in the Policy or in any **Endorsement** are part of the contract and must be complied with. They are where their nature permits condition precedent to the right to recover from us.

**1. Misstatement Or Omission Of Material Fact**

If:

- (a) any answer, disclosure or representation by **You**, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or
- (b) before this contract of insurance is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept this risk or not and the rates and the terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

then in any of the above cases, the Policy shall be void.

**2. Residence**

The **Insured Person** must be a Malaysian citizen, or permanent resident, or work permit or employment pass holder residing in Malaysia for at least forty (40) weeks in any fifty-two (52) week period whilst the cover is in force. **You** must inform **us** as soon as reasonably possible of any change of residence.

**3. Notice**

**You** must advise **us** in writing as soon as **you** are aware of any change in the employment, occupation, duties or pursuits of any **Insured Person**, or any other change which may increase the possibility of a claim under the Policy. **You** may be required to pay additional premium as a result of any such change.

**4. Alteration**

**We** reserve the right to amend the terms and provisions of the Policy by giving a thirty (30) days prior notice in writing by ordinary post to the Insured's last known address in **our** record.

**5. Discharge**

**Your** receipt or that of **your** legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge **our** liability.

**6. Automatic Renewal**

The policy will be renewed automatically before the expiry date every year and the renewal premium will be debited from **Your** preferred payment bank account.

**We** will not automatically renew **Your** Policy if:

- a. **You** have chosen to opt out from the automatic renewal arrangement from the payment instructions; or
- b. **You** have contacted **Us** to cancel **Your** preferred payment arrangement.

If either one of the above happens, **You** will need to contact **Us** to make payment of premium before we can renew **Your** Policy.

**7. Cooling Off Period**

**You** may cancel **Your** Policy by returning the Policy within fifteen (15) days after **You** have received the Policy and full premium will be refunded to **You**.

**8. Premium Adjustment**

If any part of the premium is calculated on estimates given by **You** then **You** must agree to keep an accurate record containing all relevant particulars, and allow **us** to inspect such records. Within one month from the expiry of each **Period of Insurance** and also whenever **We** request it, **You** must agree to provide the information **We** request, and the premium shall be adjusted accordingly.

**9. Cancellation**

**You** may cancel the Policy at any time by letter. Except for cancellation within the cooling off period, the refund of premium is based on pro-rate basis and subject to **Our** retaining the minimum premium of RM60.00 and the prevailing taxes. **We** may cancel **your** Policy or any Section by sending seven (7) days' notice by recorded delivery letter or registered letter to **Your** last known address. The return of premium refund will be on pro-rate basis.

In any event, the return of premium will depend on how long the cover has been in force and provided no claim has been made during the current **Period of Insurance**.

**10. Automatic Termination**

The Policy will be terminated automatically:

- a. upon the **Insured Person's** death or if the **Insured Person** suffers from **permanent total disablement** as described under Benefit 1 and 2.
- b. if the **Insured Person** cease to reside in Malaysia for less than forty (40) weeks in any fifty-two (52) week period whilst the cover is in force.
- c. at the end of the **Period of Insurance** during which the **Insured Person** attains the age of eighty (80) years.
- d. due to non-payment of premium. The Policy shall not be effective if **We** are unable to debit **Your** preferred payment bank account successfully.

**11. Cash Before Cover**

If this insurance Policy covers the personal interest of the Insured Person, the following condition shall apply:

This insurance shall not be effective unless the premium due has been paid. The premium warranty condition stated in the Policy is hereby deleted.

**12. Age Limit**

The age for first enrolment in the **Policy** is from eighteen (18) to sixty-nine (69) years, both age inclusive. **Insured Person** may renew the **Policy** up to the age of eighty (80) years old.

**13. Premium Warranty**

It is a fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this insurance. If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent who was not authorised to receive such premium shall lie on the Insurer.

**14. Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Claims Conditions

**1. Condition Precedent**

The payment of claims under the **Policy** is dependent upon observance of its terms and conditions by **you**, and so far as they apply, by the **Insured Person** or any other claimant.

**2. Advise of Loss**

**You** must contact and provide written notice to **us** with full details within seven (7) days upon receiving notice of or sustaining any accident, loss or damage. **You** must also tell **us** if **you** know of any writ, summons or prosecution against **you**. **You** must immediately send **us** every letter or document which relates to a claim.

**3. Document**

All medical reports, certificates, information and evidence must be provided at **your** expense or at the expense of any claimant in the form and nature required. In the event of death of the **Insured Person**, **we** shall require sight of the death certificate and may require a post-mortem examination at **our** expense.

**4. Medical Examination**

**You** or the **Insured Person** shall employ the services of registered **Medical Practitioner** and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary. The **Insured Person** may have to undergo further medical examination required by **us** at **Our** expense.

**5. Arbitration**

All differences arising out of the **Policy** shall be referred to the arbitration of some person to be appointed in writing by both parties, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party and in the case of disagreement between the Arbitrators, to the decision of an Umpire, who shall have been appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against **us**. If **we** shall disclaim liability to **you** or your personal representatives for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**6. Payment of Benefits**

a. If the **Insured** under the **Schedule** is an individual person, then in respect of:

- i) any **accidental** death benefits payable in relation to the coverage to the **insured person**, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
- ii) any benefits payable (except any **accidental** death benefits) in relation to the coverage to the **insured person**, it shall be paid to the **insured**. However, in the event before the payment of benefits can be paid to the **insured**, the **insured** dies, so under this circumstance, **we** will pay the payment of benefits to the **insured's** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **policy**.

b. If the **Insured** under the **Schedule** is a corporation, then any of the benefits payable in respect of the coverage to the **Insured Person**, it shall be paid to the **Insured** which is the corporation named in the **Schedule**.

## Complaint Procedures

**We** believe **you** deserve a courteous, fair and prompt service. If there is any circumstance when **our** service does not meet **your** expectations, please contact **us** using the appropriate contact details below and provide the **Policy Number/Claim Number** and **Insured/Insured Person's Name**:

1. Firstly, with the department or person **you** dealt with **us** on how **you** would like the problem to be solved.

2. Secondly, if the problem is not solved to **your** satisfaction, then make a formal written complaint to our Customer Service Department at:

Customer Service Hotline : 1 - 800 - 88 - MSIG (6744)  
Facsimile : 03 - 2026 8086  
Email : myMSIG@my.msig-asia.com  
Website : www.msig.com.my  
Address : Customer Service Department  
MSIG Insurance (Malaysia) Bhd  
Level 15, Menara Hap Seng 2  
Plaza Hap Seng  
No. 1, Jalan P. Ramlee  
50250 Kuala Lumpur

3. Thirdly, if **you** are not satisfied with our decision, **you** can refer the matter to FINANCIAL MARKETS OMBUDSMAN SERVICE (FMOS) or BANK NEGARA MALAYSIA through BNMLINK:

a. **FINANCIAL MARKETS OMBUDSMAN SERVICE**  
(Formerly known as Ombudsman for Financial Services)  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
General Line : +603 2272 2811  
Website : [www.fmos.org.my](http://www.fmos.org.my)

b. **BNMLINK**  
4<sup>th</sup> Floor,  
Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : 1-300-88-5465 or  
+603 2174 1717 (for overseas calls)  
Website : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)  
Physical Visits : By appointment only via eLINK form at [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK) or by telephone

You may refer to FMOS and BNMLINK website for detailed information on the scope and timeline for lodging a complaint.

## Personal Data Protection

By giving Personal Data, **you** give us permission for its use as described below:-

1. To process **your** Personal Data with the intention of entering into the contract of Insurance.
2. **You** consent and allow us to retain the data and share the data with **our** service providers, which include but not limited to:
  - a. Registered licensed Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - c. Insurer and Reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
3. For further information about **MSIG's** commitment to protection of Personal Data, a list of service providers and business partners that **we** may disclose **your** Personal Data to, please refer to **MSIG's** Privacy Notice at [www.msig.com.my/privacy-notice/](http://www.msig.com.my/privacy-notice/) or scan QR Code below:



**You** may also request access to or correct **your** Personal Data by contacting **our** Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

## Tax Clause

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

### "NOTICE"

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail."

The Policyholder/**Insured Person** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Policyholder/**Insured Person**, advice should at once be given to the **Company** and the Policy returned for attention.