

On Receipt of Your Policy

Please read this **Policy** and **Schedule** and should any of the details on **your Policy Schedule** be incorrect, or change is required, please advise **us** immediately.

Please read your Policy and Schedule carefully to make sure you understand:

- What is covered
- What is not covered

A Guide to Your Mini Personal Accident Policy

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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

Insurance does not cover **you** against everything that can happen.

The heading does not form part of the **policy** wording.

This **policy** sets out what **you** are insured for as shown on the **schedule** and the circumstances where **you** are covered and not covered.

You must observe and fulfil the Terms, Conditions, **Endorsements**, Clauses or Warranties of the **policy**. If any of the information on which this insurance is based is incorrect, inaccurate or changes after **you** purchased **your policy** and during the period of **your policy**, please provide **us** with the details by contacting **your** Insurance Advisor or **our** nearest **MSIG** Branch.

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, eg. **insured person**, **injury**, etc. Words in the singular shall include the plural and vice versa. Words referring to the masculine gender shall include feminine gender.

Accident/ Accidental

means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily **injury**.

Endorsement

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

Hazardous Activities

means mountaineering or abseiling necessitating the use of ropes and other climbing equipment, offshore activities beyond 5 kilometres off any coastline and including rafting or canoeing involving white water rapids, bungee jumping, flying or other aerial activities unless as a fare-paying passenger in a fully licensed aircraft, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 18 metres, horseback polo playing, steeple chasing, any form of martial arts, racing (other than on foot or swimming) or trial of speed or reliability, ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill.

Home

means **your** usual place of residence in Malaysia as specified in the **schedule**.

Hospitalised

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 twenty-four (24) hours upon the advice of and under the regular care and attendance of a **doctor**.

Household Contents

means household goods and personal effects belonging to **you** or any member of **your** family normally residing with **you** at **your home**.

Injury/ Injuries

means a bodily **injury** occurring during the **period of insurance** which is the direct result of an **accident** in a claim for death or disablement. This is extended to bodily **injury** as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental** bodily **injury**), naturally occurring condition or degenerative process or the result of any gradually operating cause.

Insured/ Insured Person/ You/ Your

means an individual person as named in the **schedule** who is a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed or residing in Malaysia.

Legal Representatives

means the individual person(s) or Public Trustee or trust company who/which would be legally entitled to receive policy moneys payable under the **policy** in accordance to Schedule 10 of the Financial Services Act 2013 in respect of **accidental** death to the **insured person**.

Medical Practitioner/ Doctor

means a registered **medical practitioner** qualified and licensed to practice western medicine and who rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a **medical practitioner** or **doctor** who is the **insured person** himself.

Period of Insurance

means the period for which **you** are insured.

Policy

means **your** insurance contract which consists of this **policy** wording, **schedule** and any **endorsement**.

Premium

means any amount **we** require **you** to pay under this **policy** and includes the prevailing government charges.

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.

Schedule

means details of the **insured** or **insured person** and certain elements of the insurance provided. The **schedule** is part of the **policy**.

We/ Our/ Us/ the Company/ MSIG

means **MSIG Insurance (Malaysia) Bhd.**

Table of Benefits

Benefits	Plan A (RM)	Plan B (RM)	Plan C (RM)	Plan D (RM)	Plan E (RM)
(A) Accidental Death	25,000	35,000	45,000	50,000	70,000
(B) Permanent Total Disablement	25,000	35,000	45,000	50,000	70,000
(C) Bereavement Allowance	500	500	500	500	500
(D) Flood Relief Allowance	1,000	1,000	1,200	1,200	1,500
(E) Daily Hospital Income (per day, up to 45 days per year)	Not Available	Not Available	Not Available	75	120

Description of Benefits

We will pay you or Legal Representatives for injury as per defined in the policy:

The compensation for death or disablement (the Benefits) as described below if the **insured person** is injured and within one (1) year of its happening the **injury** is the sole cause of the death or disablement. This **policy** provides twenty-four (24) hours worldwide cover.

Benefits	Compensation
A. Accidental Death	The sum insured specified in the schedule
B. Permanent Total Disablement as specified below:	Percentage The sum insured specified in the schedule
1. Total Permanent Disablement from engaging in or attending to employment / occupation of any and every kind	100%
2. Total Paralysis or Permanently Bedridden	100%
3. Loss of one or both hands	100%
4. Loss of one or both feet	100%
5. Loss of one or both eyes	100%
C. Bereavement Allowance Upon accidental death of the insured person , we will pay the sum insured specified in the schedule.	
D. Flood Relief Allowance We will pay the sum insured specified in the schedule if you have suffered a loss or damage of your household contents as a result of a flood to your home excluding loss or damage caused by subsidence and landslip. This Benefit D shall automatically be terminated once a claim is made under this Benefit. There is no option to reinstate this Benefit. Any claim must be accompanied by a police report which must be lodged with the police within reasonable time of the occurrence of a flood together with photographs depicting the flood damage.	
E. Daily Hospital Income We will pay the daily cash allowance specified in the schedule for each full day you are hospitalised during the period of insurance for medically necessary treatment due to injury, Dengue Fever, Malaria, Chikungunya, Japanese Encephalitis or Zika Virus.	

Compensation limits for insured person

- For Benefit B, "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint.
- Compensation shall not be payable to **insured person** for more than 100% of the **sum insured** for Benefit A to Benefit B. When 100% of the benefits becomes payable, this **policy** shall cease thereafter.

General Exclusions

We will not pay compensation for:

- Injury**, death, 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:
 - 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 installation, reactor or other nuclear assembly or nuclear component thereof,

- 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. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act,
 - b. pregnancy, childbirth,
 - c. any pre-existing physical or mental condition,
 - d. the influence of drugs (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction),
 - e. Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases,
 - f. any communicable diseases requiring quarantine by law,
 - g. **Terrorism Exclusion:**
The insurance by this **policy** excludes:
death, disability, loss, damage, destruction, any legal liabilities, cost or expenses including consequential loss 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;
- i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - ii) any act of terrorism including but not limited to the use or threat of force, violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise and/or to put the public or any section of the public in fear; or
 - iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.
- If **the company** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured person**.
3. **Injury** or death while:
- a. flying, other than travelling as a fare-paying passenger on a fully licensed aircraft.
 - b. engaging in or practicing for any of the **hazardous activities**.

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 conditions precedent to the right to recover from **us**.

1. **A duty to comply with the Condition**
We will only be liable to make any payment under this **policy** if you have at all times complied with the terms, provisions, conditions and **endorsements** of this **policy**.
2. **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, this **policy** shall be void.
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 this **policy**. **You** may be required to pay additional **premium** as a result of any such change.
4. **Free Look Period**
If **you** wish to cancel this **policy** within fifteen (15) days from the date of receipt of this **policy** and **you** have not made a claim, **we** shall refund the **premium** paid in full if **you** write to **us** requesting for cancellation of this **policy**.
5. **Discharge**
Your receipt or that of **your** legal personal representatives or **Legal Representatives** or of any persons to whom any benefit is expressed to be payable in accordance to the law, shall in all cases effectively discharge **our** liability.
6. **Renewal**
This **policy** may be renewed from year to year by mutual agreement between **you** and **us** but in any case shall terminate in respect of any **insured person** at the end of the **period of insurance** during which that **insured person** attains the age of one hundred (100) years.
7. **Grace Period**
A grace period of thirty (30) days from the expiry date of this **policy** is available for the renewal of **your policy**. **We** shall remain liable for any claim incurred during the grace period if the **premium** has been paid during the grace period. If the

premium is not paid by the end of the grace period, this **policy** shall be deemed as terminated at the expiry date of this **policy**.

8. Cancellation

You can cancel your **policy** at any time by notifying us in writing via email or letter.

Depending on when you cancel the **policy**, the refund process is as follows: -

- a. Within 15 Days of the Free-Look Period: We will refund the full premium you paid.
- b. After 15 Days of the Free-Look Period: We will refund a proportionate part of the premium for the remaining period, provided no claims have been made under the **policy**.

We may cancel your **policy** by giving you seven (7) days' notice via recorded delivery or registered letter to your last known address. We will refund a proportionate part of the premium for the remaining period, provided no claims have been made under the **policy**.

If your premium is jointly paid by you and a relevant authority under a government-initiated program that we participated in, we will refund you a proportionate part of the premium you paid. The remaining balance will be refunded to the government-appointed administrator.

9. Cash Before Cover

You must pay the premium before the coverage under this **policy** is effective. The insurance shall not be effective unless the premium due has been paid.

10. Age Limit

The age limits for any insured person covered in this **policy** is subject to a minimum of sixteen (16) years up to a maximum of sixty-five (65) years on the date of first enrolment and renewable up to one hundred (100) years.

11. Protection, Reasonable Precaution and Material Changes

You shall take all reasonable and proper precaution to prevent and minimize any accident, injury or death and we must be informed immediately in writing of any material information or change of circumstances which may increase the possibility or likely quantum of a claim under this **policy**.

12. Disappearance Clause

We shall presume death to have been suffered by the insured person if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads us to the conclusion that death was caused by an injury. However, if at any time after payment of compensation for such death the insured person is found to be living, such compensation shall be refunded to us.

13. 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.

14. 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.

15. Limit of Compensation

The insured is entitled to purchase only one Mini Personal Accident Insurance Policy which is issued under the name of the insured for the same period of insurance including overlapping of period of insurance and shall not be covered under more than one such **policy**. In the event the insured is covered under more than one such **policy**, we will not be liable for the same claim under more than one **policy** relating to the same period of insurance issued by us and will pay him/her the highest compensation benefit. Where the compensation benefit under such **policy** is identical, we will pay to the insured under the **policy** first issued and will refund any duplicate premium which has been made.

16. 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.

17. Applicable Law

This **policy** is governed by and shall be construed in accordance with the laws of Malaysia.

Claims Conditions

1. **Condition Precedent**
The payment of claims under this **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. **Advice of Loss**
You must report the full details of the loss incident in writing to **us** within thirty (30) days from the loss incident date including details of any **injury** or damages, which may result in a claim under this **policy**. Where necessary, **we** reserve the right to request for substantiating documents and/or applicable reports at **your** expense.
3. **Medical Examination**
You or the **insured person** shall employ the services of a 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.
4. **Document**
All 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.
5. **Arbitration**
All differences arising out of this **policy** shall be referred to the arbitration of some person to be appointed in writing by both parties, or if they cannot agreed 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. In respect of any **accidental** death benefits payable under the Table of Benefits as stated above in relation to the coverage to the **insured person**, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
 - b. In respect of any benefits payable (except any **accidental** death benefits) under the Table of Benefits as stated above in relation to the coverage to the **insured person**, it shall be paid to the **insured person**. However, in the event before the payment of benefits can be paid to the **insured person**, the **insured person** dies, so under this circumstance, **we** will pay the payment of benefits to the **insured person's** legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this **policy**.

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	: +603-2026 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

- b. **BNMLINK**
4th 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
Physical Visits : By appointment only via eLink form at 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 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/ 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.

Nomination

The person(s) nominated by a policy owner to receive death benefit payable under this policy.

- a. Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim policy owner shall create a trust in favour of the nominee of the policy moneys i.e. death benefit payable upon the death of the policy owner, if:-
 - i) the nominee is his/her spouse or child; or
 - ii) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).
- b. A nominee of a Muslim policy owner upon receipt of the policy moneys shall distribute the policy moneys in accordance with Islamic law.

Note: The words "policy owner", "policy moneys" and "child" used in this Nomination clause has the meaning assigned to it in the Financial Services Act 2013.

"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 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 Insured Person, advice should at once be given to the Company and the Policy returned for attention.