

## A Guide to Your TravelRight Domestic (Inbound) Policy

<b>Section Guide</b>		<b>Page No</b>
Our Agreement	- Our Agreement.....	2
Your Duty to Inform Us	- Duty of Disclosure.....	2
How Your Insurance Operates	- What <b>we</b> insure and what makes up this <b>policy</b> .....	2
Definition of Words	- An explanation of words used in this <b>policy</b> .....	3
What Your Policy Covers	- Schedule of Benefits .....	5
General Exceptions	- Those events <b>we</b> do not insure under the <b>policy</b> as a whole.....	7
General Conditions	- <b>Your</b> rights and <b>our</b> rights under the <b>policy</b> .....	7
Claims Conditions	- What <b>you</b> should do if <b>you</b> need to make a claim.....	8
Complaint Procedures	- Who <b>you</b> should contact to make a complaint.....	9
Personal Data Protection	- Access to and use of <b>your</b> Personal Data.....	10
Tax Clause	- <b>You</b> are obligated to pay any applicable taxes.....	10
Nomination	- Persons(s) nominated by <b>you</b> .....	10

## 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 TravelRight Domestic (Inbound) Insurance Policy is a contract between **us**, MSIG Insurance (Malaysia) Bhd. and **you**, the holder of the **policy**, on behalf of each **insured person** named therein.

In consideration of **you** paying to **us** the required **premium**, **we** agree to compensate or indemnify **you** or **your** nominee(s) or lawful executor or administrator under the terms and conditions of this **policy** in respect of events occurring during the **period of insurance**, or any subsequent period for which **you** pay and **we** accept the required **premium**.

Our provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provision, conditions and clauses of this **policy**.

## Definition of Words

Some words and expressions in this **policy** have a specific meaning which is given below. Each word is printed in bold where it appears e.g. **insured person**

Words in the singular shall include the plural and vice versa. Words referring to the masculine gender shall include the feminine gender.

### **Accident / Accidental**

means any sudden or unexpected and violent event on the part of the **insured person**, resulting directly and independently from the action of an external cause which include food poisoning, other than any intentionally self-inflicted injury.

### **Carrier(s)**

means the entity that transports **you** and **your** luggage in the course of the **journey** by land, water or air conveyance which operates under a license for the transportation of passengers.

### **Child/children**

means a person who is unemployed and unmarried, aged between thirty one (31) days and seventeen (17) years of age at the inception date of the **policy**.

### **Endorsement**

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

### **Family**

means **you**, **your** legal spouse and all **your** accompanying **child/children** aged between thirty one (31) days and seventeen (17) years of age at the inception of the **policy**.

### **Hazardous adventure(s)**

means mountaineering, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, offshore activities including rafting or canoeing involving white water rapids, jet skiing, flying or other aerial activities, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 30 metres, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday, expedition and any other activities that require a degree of skill and involves exposure to risk.

### **Home**

means **your** usual place of residence in Malaysia or in the case of non-Malaysian residents their temporary place of residence in Malaysia.

### **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:-

- a. has facilities for diagnosis and major surgery;
- b. provides 24 hours a day nursing services by registered and graduate nurses;
- c. is under the supervision of a **doctor**; and
- d. 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**.

### **Illness**

means any sudden and unexpected deterioration of health certified by a registered or competent **medical practitioner** during the **period of insurance**.

### **Injury**

means bodily **injury** suffered anywhere in Malaysia caused solely by an **accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **period of insurance**.

### **Insured**

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/You/Your**

means each individual named in the **policy** or Certificate of Insurance and who is a Malaysian citizen, Malaysian Permanent Resident, valid work permit or employment pass holder, valid student pass holders or legally employed persons in Malaysia and their dependants residing in Malaysia.

**Journey**

means a trip or holiday that commences when **you leave your home** or business place until the time **you return to your home** or business place; all within Malaysia.

The duration of each trip shall not exceed thirty-one (31) days from the commencement of the **journey**.

For the avoidance of doubt, all **journey** shall exclude any daily and regular commute

**Period of Insurance**

means a period commencing when **you leave your home** or business place and shall terminate on the earliest happening of the following:

- a) **upon your return to your home** or business place (whichever is earlier)
- b) expiry of the **policy** as stated in the **schedule**

**Personal Luggage**

means each of **your** suitcases, trunks and containers of a similar nature and their contents and articles worn or carried by **you**.

**Personal Money**

means bank and currency notes, cash, cheques, postal and money orders or travellers cheques held for personal purposes whilst in **your** personal custody at all times.

**Physician/Medical Practitioner/Doctor**

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

**Policy**

means the insurance contract which consists of this policy wording, **schedule** and **endorsement** (if any).

**Pre-existing Condition**

means disabilities that the **insured person** has reasonable knowledge of in the twelve (12)months prior to the inception of the **period of insurance**. An **insured person** may be considered to have reasonable knowledge of a **pre-existing condition** where the condition is for which:

- a) the **insured person** 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 evidence would have been apparent to a reasonable person in the circumstances.

**Premium**

means any amount **we** require the **insured/insured person** to pay under the **policy** and includes the prevailing government charges.

**Schedule**

means the document which is incorporated and forms part of this **policy** and which contains details of the cover provided by **us** to the **insured person**.

**Scheduled Carrier(s)**

means any air, land or sea carrier(s) registered with the relevant authorities and operating under license or similar authorisation for scheduled transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports, stations and ports at regular and specific times.

**Valuables**

means items composed of precious metals or precious stones, jewellery, watches, furs, gold and silver articles, camera (including digital), videocams, binoculars and notebook computer.

**We/Our/Us/The company/MSIG**

means MSIG Insurance (Malaysia) Bhd.

## What Your Policy Covers

### Schedule of Benefits

Benefits	(RM)	
	Adult	Child
<b>Section I - Personal Accident</b>		
Accidental Death	150,000	15,000
Permanent Total Disablement		150,000
<b>Section II - Medical Expenses</b>		
Overall Medical Expenses (including follow up treatment up to 30 days)		15,000
Hospital Income per day		50 (max 1,000)
<b>Section III - Personal Luggage &amp; Personal Effects</b>		100
<b>Section IV - Travel Delay</b>		50 (max 500)

### Section I - PERSONAL ACCIDENT

#### Accidental Death

We will pay up to the limit as specified in the Table of Benefits for bodily **injury** sustained by the **insured person** during the **journey** and caused by an **accident** occurring within one year of the happening of the event and which is independently solely results in his/her death.

We will not pay more than the limit as specified in the Table of Benefits if the **insured person** is a **child**.

#### Permanent Total Disablement

We will pay up to the limit as specified in the Table of Benefits for bodily **injury** sustained by the **insured person** and caused entirely by **accident** occurring within one year of the happening of the event and which independently and solely results in permanent total disablement as shown below:

- Total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs.
- Permanent and total disablement from engaging in employment or occupations of any and every kind.

#### Exclusion Under Section I

For each **insured person**, we will not pay:

- More than one of the benefits resulting from the same **injury**.
- Injuries arising from manual work in connection with any trade, employment and profession.

### Section II - MEDICAL EXPENSES

For each **insured person**, we will pay:

- Up to the limit as specified in the Table of Benefits for the necessary and reasonable medical, surgical and hospital charges which are incurred as a result of an **accidental** bodily **injury** including follow-up treatment during the **period of insurance**.
- The limit as specified in the Table of Benefits for each full day **you** are confined to **hospital** as an in-patient due to an **accident** during the **journey** up to a maximum limit as specified in the Table of Benefits.

For each **insured person**, we will not pay:

- follow-up medical expenses incurred 30 days after **your** return.
- fees or charges for repairs to or for the provision of dentures or artificial teeth.
- any dental work involving the use of precious metals.
- dental treatment/repairs where the cause is due to normal wear and tear or normal maintenance of dental health.
- dental or orthodontic expenses incurred in connection with but not limited to the replacement, repairs to or for the provision of crowns, bridges, implants and orthodontic appliances.
- any charges for traditional treatment including acupuncture.
- ophthalmological care, eye glasses, contact lenses and hearing aids or prescriptions for the same.
- pre-existing condition**

## SECTION III - PERSONAL LUGGAGE AND PERSONAL EFFECTS

### For each insured person we will pay:

Up to the limit as specified in the Table of Benefits for damage to or loss or theft of **your personal luggage** and personal effects by the **carrier**. All **valuables** are only covered against theft and only if owned by **you** and in **your possession**.

### For each insured person we will not pay for:

1. Any event which is the result of more than the limit as specified in the Table of Benefits in total loss.
2. Loss of or damage to:
  - a) bonds, stamps, identity documents, credit and payment cards, travel documents, cash, stocks, negotiable instruments and securities or documents of any kind
  - b) contact or corneal lenses, eye glasses, hearing aids, prosthetic limbs, artificial teeth or dental bridges or dentures.
  - c) cosmetics of any kind
  - d) accessories of any kind including fashion accessory
  - e) films, tapes, cassettes, cartridges or discs, memory cards and the like.
  - f) traditional herbs, perishable and consumable goods or bottles or any subsequent damages caused as a result thereof
  - g) pedal cycles, wheel chairs, prams, pushchairs or baby buggies other than while they are being conveyed by public transport services and **carrier**.
  - h) property more specifically insured elsewhere
  - i) **personal money**
  - j) **valuables** unless at all times they are attended by **you** fragile articles, musical instruments, sculptures and household goods
  - k) mobile phones, pagers, portable computer equipment (other than notebook computer), including personal digital assistant and its accessories and equipment for the recording of sound and/or pictures and its accessories
  - l) sports equipment
3. Loss or damage due to atmospheric or climatic conditions, wear, tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice.
4. Loss or damage to **personal luggage** while away from **your journey** accommodation unless it is at all times attended by **you**.
5. Loss or damage by theft from an unattended vehicle unless it was completely out of sight in the trunk of the vehicle which is fully locked and whose windows are closed and there was visible evidence of forced entry.
6. Loss or damage due to negligence on **your part**.
7. Mysterious disappearance.
8. Loss or damage in respect of which **you** have received replacement or compensation either from the **carrier** or others.
9. Losses not reported to the authorities within 24 hours of discovery.

## SECTION IV - TRAVEL DELAY

### For each insured person we will pay:

the limit as specified in the Table of Benefits for compensation for each full 6 hours delay subject to a maximum limit as specified in the Table of Benefits if the **scheduled carrier** on which **you** are booked is delayed in departure for at least 6 hours at any single destination stop (including transit) from the time specified in the **scheduled carrier** or tour operator travel itinerary during **your journey** from **home** or return to **your home** due to strike or industrial action, adverse weather conditions or mechanical failure the **scheduled carrier**.

The coverage under this Section only applies to **scheduled carriers**, which **you** had duly confirmed according to the **carrier** rules and regulations.

### For each Insured person we will not pay for:

1. any event which is a result of :
  - a) **your** failure to check in at the airport, station or port according to the travel itinerary given to **you**
  - b) **your** late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to industrial action)
  - c) compensation unless **you** have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the actual departure time of the flight, **journey** or sailing
  - d) travel delay arising from strike or industrial action which commenced or was announced before purchase of the insurance
  - e) failure of public transport services arising from strike or industrial action which commenced or was announced before the date of departure from **your home**
  - f) rescheduled flights by **carrier** before the commencement of the **journey**.
  - g) delay of chartered **carrier**

## Endorsements

(attaching to and forming part of this Policy.)

#### TERRORISM COVER

Notwithstanding the Terrorism Exclusion (General Exception 1(b)), the **policy** is extended to cover the **insured person** in respect of death or bodily **injury** which may be sustained through acts terrorism provided that there is no liability when such acts of terrorism involve the use of biological, chemical agents or nuclear devices.

#### HIJACKING EXTENSION

This **policy** is extended to cover death or bodily **injury** directly or indirectly caused by hijacking.

## General Exceptions

1. We will not pay for any **injury**, death or medical expense caused by or contributed to, or arising from:

- a) war, invasion, act of foreign enemy, 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
- b) any acts of terrorism including but not limited to
  - i. the use or threat of force, violence and/or
  - ii. 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 any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- c) HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
- d) delay, confiscation, detention, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country.
- e) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
- f) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- g) persons below 31 days and over 80 years of age at the commencement of the **period of insurance**.
- h) claims caused by reason which is of public knowledge when the insurance is purchased or when trip is booked.
- i) the **insured person** travelling for the purpose of obtaining medical treatment or travelling against the advice of any **medical practitioner**.
- j) **you** travelling in a non-fully licensed passenger carrying aircraft.
- k) **your** suicide, self-injury, wilful exposure to peril (other than in an attempt to save human life) or any act in violation of law or forbidden by law.
- l) **you** being under the influence of drugs (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction)
- m) solvent abuse
- n) **you** being under the influence of alcohol or intoxicating liquor
- o) **you** participating in **hazardous adventure(s)**
- p) childbirth or pregnancy which has extended for more than 28 weeks at the departure date of the **journey**
- q) **illness** or disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental **illness**.

2. Our maximum aggregate liability in respect of all **insured person** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM5,000,000 or the aggregate amount of compensation payable in respect of such **insured persons**, whichever is the lesser.

## General Conditions

We will act in good faith in all **our** dealings with **you**. Equally, the payment of claims happening during the **period of insurance** is dependent on:

1. You observing the following:

- a) Taking ordinary and proper care to safeguard yourself and **your** property against **accident**, **injury**, loss or damage, as if the insurance was not in force.
- b) Reporting in writing to **us** within 30 days upon return to **your home**, full details of any incident which may result in a claim under the **policy**.
- c) Producing the **schedule/Certificate of Insurance** before a claim is submitted.
- d) Giving all necessary information and assistance that **we** may require at **your** expense (including where necessary medical certification)
- e) Giving notice within 24 hours to the police of any loss or theft or to the **carrier** when the loss or damage has occurred in transit. In either case, a report form must be obtained from the police or **carrier** and forwarded to **us**.
- f) Not abandoning any property to **us**.
- g) Having sought medical advice on the advisability of taking the **journey** when **you** have received medical treatment as a **hospital** in-patient during the 6 months preceding the **journey** booking or are under investigation or awaiting results for any diagnosed or undiagnosed medical condition.

- h) Not travelling contrary to medical advice or specifically to obtain medical treatment.
- i) Not having received a terminal prognosis from a registered **medical practitioner** prior to the date of issue of the **schedule/Certificate of Insurance**.
- j) Not awaiting medical treatment as a **hospital** in-patient or are aware of the need for in-patient treatment for any undiagnosed or undiagnosed medical condition on the date of issue of the **schedule/Certificate of Insurance**.
- f) No alterations and/or additions to the printed terms and conditions of the **schedule/Certificate of Insurance** being valid unless initialled at **our office**.
- g) Insuring the entire **journey** under TravelRight Domestic (Inbound) Insurance.

2. **You** recognising **our rights**:

- a) To avoid paying any claim which is in any way fraudulent.
- b) Not to be liable for the same claim under more than one TravelRight Domestic (Inbound) Insurance for the same **insured person** relating to the same **period of insurance** issued by **us**.
- c) Only pay a proportion of a claim where there is other insurance in force covering medical expenses, and to require details of such other insurance.
- d) To cancel all covers under the **policy** immediately if the claim is dishonest or exaggerated in any way and **we** reserve the right to notify the police of any such claim.

3. **You** may cancel this **policy** by giving notice to **us** provided always that the **period of insurance** has not commenced when the date of cancellation of this **policy** is effective. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice whichever is the later. In the event **premium** has been paid, **you** shall be entitled to a refund of the **premium** paid for this **policy**. **We** may cancel **your policy** by sending seven (7) days' notice by recorded delivery letter or registered letter to **your** last known address. 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**.

4. **Cash Before Cover**  
It is a fundamental and absolute special condition of this contract of insurance that the **premium** due must be paid and received by **us** before cover commences.

## Claims Conditions

1. **Condition Precedent**  
The payment of claims under this **policy** is dependent upon observance of its terms and conditions by the **insured person** or any other claimant.
2. **Advice of Loss**  
**You** must report in writing to **us** within thirty (30) days full details of any **injury** which may result in a claim under this **policy**. For losses other than **injury** which may result in a claim under this **policy**, **you** must report in writing to **us** within fourteen (14) days with full details of losses, and where necessary, **we** reserve the right to request for substantiating documents and/or applicable reports at **your** expense.
3. **Document**  
All certificates, information and evidence must be provided at the expense of the **insured person** or claimant in the form and nature required. In the event of death of the **insured person**, **we** shall require sight of death certificate and shall be entitled to have a post-mortem examination at **our** expense.
4. **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.
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 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 the **insured person** or his legal 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 a corporation, then any of the benefits payable under the Table of Benefits as stated above in respect of the coverage to the **insured person**, it shall be paid to the **insured** which is the corporation named in the **schedule**.
  - b. If the **insured person** under the **schedule** is an individual person and not related to the corporation, then 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.
  - c. If the **insured person** under the **schedule** is an individual person and not related to the corporation, then 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 representatives provided such legal representatives comply with all the terms and conditions of this policy.

## What To Do If You Wish To Claim

1. If an event occurred that may give rise to a claim, **you** should follow the procedures set out below:
  - a. Personal Accident
    - In the event of death, **we** shall require a copy of the Death Certificate.
    - Police report.
    - Medical report/Specialist report
  - b. Medical Expenses
    - Obtain a Medical Certificate from the treating **medical practitioner**.
    - Itemised bills and receipts at all expenses incurred must be kept.
  - c. Personal Luggage & Personal Effects
    - Property Irregularity Report from the carrier or police report where applicable
    - Purchase invoices for items claimed must be kept
  - d. Travel Delay
    - A written confirmation from the airline/train/shipping lines regarding the period of delay (number of hours) and the reason for it.
2. On your return, write to or telephone **us** requesting a claim form. On receipt of the form, complete it and return it to **us** as soon as possible together with all relevant documents requested to support **your** claims.

## 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 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 Visit : 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](http://www.msig.com.my).

**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

(This nomination right is not applicable to the **insured persons** who are the employee of the corporation)

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/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/insured person**, advice should at once be given to **The company** and the **policy** returned for attention.