

Flexi Protector Personal Accident Insurance

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 Flexi Protector Personal Accident Insurance

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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**.

Adult

means an **insured person** who is not a **child**.

Bank Loan(s)

means personal loan, car loan, and/or mortgage loan taken up with a licensed bank in Malaysia.

Child(ren)

means a person who is unemployed, unmarried aged between fifteen (15) days and twenty-one (21) years or up to twenty-three (23) years if still in full-time higher education at the inception date of the **policy**.

Coma

means a profound state of unconsciousness which resulted directly and independently from all other causes from a covered accident. **Coma** does not mean any state of unconsciousness intentionally induced during the course of treatment of a covered **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.

Hijacking

means any seizure or exercise of control by force or violence or threat of force or violence and with wrongful intent, of the conveyance.

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 twenty-four (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 **medical practitioner**.

Identity Theft

means the unauthorised and/or illegal use of the **insured person's** personal information to fraudulently obtain **bank loans**, access accounts, apply for credit cards or establish accounts that he/she did not authorise.

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 Person / You / Your

means the person including **spouse** and/or **child(ren)** if insured as described in the **schedule**.

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.

Outstanding Balance

means the total monthly amount outstanding on the account (excluding balance transfer) of the **insured person** including charges and interest due and payable as at the date of **accident**. For the purpose of calculating the **outstanding balance**, account shall be taken of any expenses or charges incurred by the **insured person** prior to the occurrence of the **accident** but which have not yet been billed to the account, but any expenses or charges incurred after the occurrence of the **accident** shall be excluded. For the calculation of the monthly **outstanding balance**, any payment that has already been made by **us** or the **insured person** to the licensed bank shall be deducted accordingly.

For the avoidance of doubt, any interest not billed to the account on the date of **accident** but accrued prior to or after the said date shall be excluded in calculating the **outstanding balance**.

Period of Insurance

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

Permanent Total Disablement

means a state of incapacity certified by a qualified **medical practitioner** for a period of twelve (12) calendar months and at the expiry of the twelve (12) month period continues to be beyond hope of improvement which solely and directly entirely prevents an **insured person** from engaging in or attending to any and every kind of work for the remainder of his/her life.

Personal Effect(s)

means handbags, wallets, purse, briefcase, jewellery, watches, toiletries, cosmetics, cash, handphones, handheld electrical devices and cameras (including digital).

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.

Schedule

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

Snatch Theft

means the act of forcefully snatching hand carried bag(s) / **personal effect(s)** belonging to the **insured person** and fleeing the scene either by running, riding or pillion-riding a motor vehicle from the **insured person**, who was, at the same time of such act, a pedestrian at a public walkway or in a public place outside his/her residence or place of work.

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.

Spouse

means legitimate married partner of the **insured person**.

Third Degree Burns

means full thickness of skin destruction of at least 27% of the total body surface area.

We/ Our / Us / the Company / MSIG

means MSIG Insurance (Malaysia) Bhd.

Section I

Personal Accident

Table of Benefits

No.	Benefits	Plan A (RM)	Plan B (RM)	Plan C (RM)	Plan D (RM)
1	Accidental Death <ul style="list-style-type: none"> • Adult • Child 	100,000 50,000	200,000 100,000	300,000 150,000	500,000 250,000
2	Permanent Total Disablement <ul style="list-style-type: none"> • Adult • Child 	100,000 50,000	200,000 100,000	300,000 150,000	500,000 250,000

3	Permanent Partial Disablement	Refer Schedule of Disablement Benefits			
4	Coma				
	• Adult	100,000	200,000	300,000	500,000
	• Child	50,000	100,000	150,000	250,000
5	Financial Guard	Up to 60,000 for bank loan(s) / credit card outstanding balance from Hong Leong Bank or 20,000 from other licensed banks			

Description of Benefits

We will pay for **injury** as per defined in the **policy**:

The compensation for death or disablement (the Benefits) as described below if the **insured person** or his/her **spouse** and/or **child(ren)** 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
1. Accidental Death	The sum insured specified in the schedule
2. Permanent Total Disablement as specified below:	Percentage The sum insured specified in the schedule
a. Total Paralysis	100%
b. Total and permanent loss of all sight in one or both eyes	100%
c. 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 below the knee	100%
d. Permanent total insanity	100%
3. Permanent Partial Disablement as specified below:	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 :
a. Total and permanent loss of:	
Sign in one eye except perception of light	50%
Lens of one eye	50%
b. 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%

- c. Total and permanent loss of:
- | | |
|---------------------|-----|
| Hearing in two ears | 75% |
| Hearing in one ear | 25% |
| Speech | 60% |

4. Coma

Upon certification by a **medical practitioner** that the **insured person** has been in a **coma** for at least one (1) year due to an **accident**, we will pay 100% of the **sum insured** as specified in the **schedule**. In the event the **insured person** regains consciousness, we reserve the right to recover the compensation made.

5. Financial Guard

In the event of an **injury** resulting in the compensation of Benefit 1 or 2 or 4, we will reimburse the **outstanding balances** of the **insured person's bank loan(s)/credit card** up to RM60,000 from Hong Leong Bank.

We will only reimburse the **outstanding balances** if any from other licensed banks up to a maximum of RM20,000 when the **outstanding balance** from Hong Leong Bank does not exceed RM20,000.

Compensation Limits in respect of any one insured person

- For Benefit 2 and/or Benefit 3, "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle point.
- Compensation shall not be payable to **insured person** for Benefit 1 in addition to Benefit 2 and/or 3 and/or Benefit 4 if caused by the same **injury**, except if a payment has been made under any part of Benefit 2 and/or Benefit 3 and/or Benefit 4 and death occurs subsequently solely caused by and within one (1) year 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 and/or Benefit 3 and/or Benefit 4.
- The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the compensation limit for Benefit 2 to 3. In the event of a total 100% of the benefits become payable, this **policy** shall cease thereafter. All other losses smaller than 100% if having been paid shall reduce the **insured person's** coverage under death/permanent disablement by that amount from the date of **accident** until expiration of the **policy**.
- Compensation for Benefit 5 is limited to the **outstanding balance** of either one **bank loan** or one credit card only and we shall not be liable for more than one claim arising from the same **injury** during the **period of insurance**.

Section II

Table of Optional Benefits

The following section of cover is only available if you pay the appropriate additional **premium** and this is shown on the **schedule**.

No.	Optional Benefits	Plan A (RM)	Plan B (RM)	Plan C (RM)	Plan D (RM)
1	Daily Hospital Income	80	100	120	150
2	Medical Expenses	4,000	5,000	6,000	7,000
3	Education Allowance	50,000			
4	Snatch Theft	3,000			
5	Specified Infectious Diseases	1,000			
6	Burns and Scarring	10,000			
7	Home Modification	Up to 10,000			
8	Hong Leong Bank Debit Card Shield:				
	i) Identity Theft	Up to 10,000			
	ii) ATM Withdrawal Protection	Up to 2,000			
9	Daily Hospital Income for Dengue/COVID-19	Plan A	Plan B	Plan C	
		100	200	300	

Description of Benefits

1. 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.

2. Medical Expenses

Reimbursement for expenditure incurred as a result of an **accident** 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 and/or an ambulance, or for the administration of medicines or anesthetics prescribed by a qualified **medical practitioner** in any one **accident**. Sinseh, Acupuncture, Chiropractic, Osteopathic and Naturopathy treatment provided by traditional and complementary practitioners registered with the Ministry of Health will be reimbursed up to a maximum of RM30 per visit, but not exceeding RM300 per **accident**.

3. Education Allowance

In the event of an **accidental** death, **accidental** permanent total disablement, or **coma** of the **insured person** due to a covered **injury**, we will pay the one-time lump sum education allowance as specified in the **schedule** in accordance to Claims Conditions No. 6 below (Payment of Benefits) to the **child(ren)** who, on the date of the **insured person's** **accidental** death, **accidental** permanent total disablement or **coma**, is a full-time student in a registered educational institution.

4. Snatch Theft

We will pay the **insured person** a lump sum payment as specified in the **schedule** and limit to one (1) event during the **period of insurance**. Any claim must be accompanied by a certified true copy of a police report which includes details of **snatch theft** to the **insured person** and must lodge with the police within twenty-four (24) hours of the occurrence of **snatch theft**.

5. Specified Infectious Diseases

In the event the **insured person** is being diagnosed with mosquito borne disease, Covid-19, Rabies or Hand, foot, and mouth disease (HFMD) as certified by a **medical practitioner**, we will pay the limit as specified in the **schedule**.

6. Burns and Scarring

In the event the **insured person** sustains an **accidental** bodily **injury** resulting in **third degree burns** as certified by a **medical practitioner**, we will pay the limit as specified in the **schedule**.

7. Home Modification

In the event of an **accidental** permanent disablement or **coma** of the **insured person** due to a covered **injury**, we will reimburse the necessary cost incurred to modify the **insured person's** home up to the limit as specified in the **schedule**. Any claim must be accompanied by evidence from a **medical practitioner** certifying the modification and/or relocation is necessary.

8. Hong Leong Bank Debit Card Shield:

i. **Identity Theft -**

We will reimburse the **insured person** for monetary loss up to the limit specified in the **schedule** for the use of the **insured person's** Hong Leong Bank Debit Card as a result of **identity theft**.

ii. **ATM Withdrawal Protection -**

We will reimburse up to the limit specified in the **schedule** for loss of cash suffered by the **insured person** from **snatch theft** within 30 minutes of withdrawing cash from the ATM

Specific Condition to Benefit 8

1. We shall not be liable for more than one (1) claim arising from each of Benefit 8 (i) and (ii) during the **period of insurance**.
2. The **insured person** must report to the police and Hong Leong Bank within twenty-four (24) hours of the occurrence of the loss.

Special Exclusion to Item 8

We will not pay for any loss:

- a. resulting directly or indirectly from any fraudulent or dishonest acts committed by the **insured persons's** family or household members living with the **insured person**.
- b. arising out of any transactions which have occurred after the fraudulent use of the card has been reported to Hong Leong Bank.
- c. if the **insured person** did not file a police report and notify Hong Leong Bank within twenty-four (24) hours of discovering the **identity theft**.
- d. arising out of any card transactions which were not verified by Hong Leong Bank.
- e. from **identity theft** occurred prior to the inception date of the **policy**.

- f. from **identity theft** which occurred as a direct or indirect result of any criminal activity.
- g. from **identity theft** for losses arising out of the **insured person's** business activity.
- h. from fraudulent use of the **insured person's** identity outside Malaysia.

9. Daily Hospital Income for Dengue/COVID-19

We will pay the **insured person** the daily hospital income for dengue/COVID-19 in the amount specified in the **schedule** for each full day, up to a maximum of thirty (30) consecutive days, the **insured person** is **hospitalised** during the **period of insurance** for the treatment of COVID-19 or dengue fever, for which the **insured person** had tested positive.

No benefit shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by **us**.

This benefit shall automatically be terminated once a claim is made for a single occurrence of **hospitalisation** under this benefit during the **period of insurance**, and any remaining amount not utilised shall be forfeited. There is no option to reinstate this benefit.

This benefit is not payable if the **insured person** is **hospitalised** for the treatment of COVID-19 or dengue fever within the first fourteen (14) days of the **insured person's** cover. This is applied only when the **insured person** is first covered and shall not be applicable after the first year of cover unless there is a break in insurance.

Extensions

1. This **policy** also extends to cover accidental death, loss or disablement directly caused by:

- a. hijacking,
- b. strike riot civil commotion,
- c. intoxicating liquor,
- d. gas inhalation,
- e. electrocution,
- f. drowning,
- g. food and gas poisoning,
- h. harmful insect/snakes/animal bites,
- i. natural disaster,
- j. traveling by air as passenger (in both scheduled or unscheduled flights) and
- k. whilst engaging or participating in any sport on an amateur basis excluding those specified under Exclusion 2.g. of the **policy**.

2. **Woodworking Risks**

It is hereby declared and agreed that this **policy** extends to cover the **insured person** whilst engaged in using/operating woodworking machinery.

3. **Hunting Risks**

It is hereby declared and agreed that this **policy** extends to cover the **insured person** whilst engaged in hunting, provided approval/permits/licence from the relevant authorities have been obtained and the **insured person** hold a valid licence to possess and use of firearms for hunting purposes only.

4. **Motorcycling Risks**

This **policy** extends to cover the **insured person** whilst riding a motorcycle or as a pillion for private or business purposes provided always that **we** shall not be liable for any claim arising out of racing, pacemaking or participation of the **insured person** in any speed contest reliability or other trials.

General Exclusions

We will not pay compensation for:

1. **Injury**, 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,
 - b. 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** 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 or pre-existing physical or mental defect or infirmity,

- c. the influence of drugs (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction),
- d. 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**.

- e. Political Exclusion:

This insurance does not cover any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
 - ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such.
- f. flying, other than while travelling as a fare-paying passenger on a fully licensed aircraft.
 - g. while engaging in or practicing for any of the **hazardous activities**.

- 3. **Injury** caused directly or indirectly, wholly or partly by:

- a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound),
- b. any other kind of diseases,
- c. medical or surgical treatment (except such as may be necessary solely by **injury** covered by this **policy** and performed within the time provided in the **policy**),
- d. or arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.

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. **Discharge**

Your receipt or that of **your** legal personal 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.

5. **Off Duty Clause**

The **policy** shall be in force and shall be applicable only in respect of **accidental** 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

6. **Period of Cover and Renewal**

The **policy** shall be automatically renewed at the **premium** rates in effect as stated in the Schedule of Benefits or otherwise notified by **the Company**.

The renewal **premium** payable is not guaranteed and **the Company** reserves the right to revise the **premium** rate applicable at the time of renewal by giving thirty (30) days prior notice in writing. Such revision will be applicable from the next renewal of this **policy**.

In the event of termination/cancellation of this **policy**, the liability of **the Company** under this **policy** shall cease on the day of such termination/cancellation.

7. **Cancellation**

You may cancel the **policy** at any time by notifying **us** in writing via e-mail or letter and **you** are entitled to a refund of **premium** subject to **us** retaining a minimum **premium** of RM60.00 (exclusive of service tax). If **you** wish to cancel the **policy** within fifteen (15) days of the free-look period, **we** shall refund the entire **premium you** initially paid.

We may cancel the **policy** by sending seven (7) days' notice by recorded delivery letter or registered letter to **your** last known address. The refund of **premium** is based on pro-rate basis and subject to **our** retaining the minimum **premium** and the prevailing taxes. 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**.

8. **Automatic Termination**

The **policy** will be terminated automatically:

- a. upon **your** death or if **you** suffer from **permanent total disablement** as described under Benefit 1 and 2.
- b. if **you** cease to reside in Malaysia
- c. **You** are 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. when **you** reach the age of eighty (80) in respect of any **insured person** 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**.

You must pay the **premium** before the coverage under this **policy** commences. The **policy** shall not be effective if **we** are unable to debit **your** preferred payment bank account successfully.

9. **Age Limit**

The age limits for any **insured person** covered in this **policy** is subject to a minimum of fifteen (15) days up to a maximum of sixty-five (65) years on the date of first enrolment and renewable up to eighty (80) years.

10. **Residence**

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

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 Flexi Protector Personal Accident Insurance Policy which is issued under the name of the **insured person** 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 person** 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 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 damages, and 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. In the event of loss arising out of Section II, Benefit 8, a certified true copy of the police report describing full details of the loss is required.

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 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 OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTLELINK or BNMLINK:

a. **OMBUDSMAN FOR FINANCIAL SERVICES (OFS)**

Level 14, Main Block,
Menara Takaful Malaysia,
No.4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

Telephone	:	03 - 2272 2811
Facsimile	:	03 - 2272 1577
Email	:	enquiry@ofs.org.my
Website	:	www.ofs.org.my

b. **LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)**

(Walk-in Customer Service Centre)

Ground Floor, D Block,
Jalan Dato' Onn,
50480 Kuala Lumpur.

Telephone	:	03 - 2698 8044
Extension	:	8950 / 8958 (BNMLINK General Line)

c. **CONTACT CENTRE (BNMTLELINK)**

Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia,
P.O.Box 10922,

50929 Kuala Lumpur.
Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)
Facsimile : 03 - 2174 1515
Email : bnmtelink@bnm.gov.my

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/ 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 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.