

IMPORTANT INFORMATION

Duty of Disclosure – Information and Changes We Need to Know About

Pursuant to Schedule 9 of the Financial Services Act 2013, you are required by law to tell us all the facts that you know or are expected to know about the risk we are accepting from you.

You must take reasonable care to provide complete and accurate answers to the questions we ask and should also disclose all relevant information which may influence us in the acceptance of this insurance. This duty shall continue until the time this Policy is renewed.

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.

The duty of disclosure applies to you, and other persons insured under the Policy. If you provide information for another insured person, it is as if they provided it to us.

If the information provided by you is not complete and accurate, we may:

- cancel your Policy; or
- declare your Policy void from inception; or
- revise the premium and/or terms and conditions of your Policy; or
- not pay any claim that has been made or will be made under the Policy

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

Major Critical Illness Policy

A Guide to your Major Critical Illness Policy

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Definition of Words (which apply to the whole Policy)

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, Accident** etc

Insured Person

means an individual who has completed or whose name is included on an Application Form for the Policy and in respect of whom commencement of cover has been confirmed in writing by the Company.

We / Us / MSIG

means MSIG Insurance (Malaysia) Bhd

Usual Country of Residence

means the Country in which the **Insured Person** is usually living at the date of commencement of cover under the Policy and which is declared on the Application Form. As a condition precedent to liability, the Company must be informed in writing of any permanent change in the **Usual Country of Residence** declared as his address on the Application Form, which shall be deemed to mean the **Insured Person** living or intending to live in another Country for a period in excess of three consecutive months. The company reserves the right to continue cover on terms and conditions it considers appropriate to the new country of residence or to decline to continue cover under the Policy.

Waiting Period

means the period of 60 days from the original inception date of the Policy during which a claim arising from any cause other than **Accident** is not covered.

Accident

means bodily injury caused solely by accidental means and not by sickness, disease or gradual physical or mental process.

Survival Period

means the period of 14 days after the diagnosis of a covered Critical Illness for which the **Insured Person** must survive before a claim becomes valid.

Notification Period

means the period of 30 days from the commencement of disability from a covered Critical Illness during which claims must be notified to the Company if any benefit under the Policy is to become payable.

Pre-existing Conditions

means any injury, illness, condition or symptom for which the **Insured Person** has had or is receiving treatment or sought medical advice or which originated or was known to exist by the **Insured Person** (or anyone insured under the policy) during the 3 (three) year period prior to the inception of cover under the Policy for the **Insured Person** concerned.

Due Date

means the date of commencement or renewal of cover shown in the Schedule as the date on which any subsequent payment of annual or monthly Premium falls due.

Physician

means a properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which treatment is provided, and who in rendering such treatment is practising within the scope of his or her licensing and training.

How Your Insurance Operates

Your MSIG Lifestyle Protection Policy is a contract between us, the Company, and you, our Insured named in the Schedule based upon the Application Form and other information given to the Company by or on behalf of the **Insured Person(s)**.

The extent of cover is determined by reading the Policy and the most recent Schedule issued by the Company to or in respect of the **Insured Person(s)**.

In return for the payment of the required premiums the Company will pay, in accordance with the Policy Conditions, the benefits identified in the Schedule if an **Insured Person** sustains a covered Critical Illness during the period of insurance stated in the Schedule or any subsequent period for which the **Insured** shall pay and the Company shall accept the required premium.

The Schedule and any endorsement made altering the Schedule or Policy Conditions form part of this Policy.

Section I - Critical Illness Benefits

Cover

Subject to the Policy being in force and the Company receiving such proof of **Critical Illness** (as defined in the Policy) as it may reasonably require the Company will pay the Critical Illness Benefit.

The amount of **Critical Illness** Benefit payable will be that specified in the Schedule less any unpaid premiums.

"Critical Illness" means the **Insured Person** has, to the satisfaction of the Company's medical adviser, been diagnosed as suffering from one or more of the following and is alive more than 14 days after the diagnosis is made:

- 1) **Cancer**
A malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. This includes leukaemia, Hodgkin's Disease and lymphoma but excludes Kaposi's Sarcoma in the presence of any Human-Immuno Deficiency Virus, non invasive cancer in situ and any skin cancer other than invasive malignant melanoma.

To support a claim, precise histological evidence of cancer must be produced.
- 2) **Stroke**
A cerebrovascular incident resulting in permanent neurological damage. Transient Ischaemic Attacks are specifically excluded.
- 3) **Heart Attack**
The death of a portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by an elevation of cardiac enzymes.
- 4) **Coronary Artery Bypass Surgery**
The undergoing of open-heart surgery on the advice of a Consultant Cardiologist registered in the **Insured Person's Usual Country of Residence** to correct narrowing or blockage of one or more coronary arteries with bypass grafts but excluding balloon angioplasty, laser or any other procedures.

If the degree of obstruction in two or more coronary arteries is at least 70% then treatment to two or more affected arteries by balloon angioplasty, atherectomy or laser will also constitute a claim under this Condition.
- 5) **Kidney Failure**
End stage renal failure, presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.

All references to Activities of Daily Living in these Policy Conditions will mean:

Transferring: The ability to move from a bed to an upright chair or wheelchair and vice versa, or to get on and off a toilet or commode.

Continence: The ability to manage bowel and bladder functions such that an adequate level of personal hygiene can be maintained.

Dressing: The ability to put on, take off, secure and unfasten all necessary garments and any braces, artificial limbs or other surgical appliances.

Mobility: The ability to move indoor from one room to another on a level surface in the Insured Person's normal place of residence.

Feedings: The ability to feed oneself once food and drink which has been prepared and made available.

Washing: The ability to wash in the bath or shower (including getting into and out of the bath or shower) such that an adequate level of personal hygiene can be maintained.

Section II - Limits of Liability

The **Critical Illness** Benefit will be paid on one occasion only and in respect of no more than one of the various **Critical Illnesses** covered by the Policy. The Policy will cease immediately upon payment of the **Critical Illness** Benefit and no other benefit will be payable.

Section III - Payment of Benefits

- (a) The payment of any benefit will be subject to the Company receiving such proof as it may reasonably require of :
- (i) the happening of an event on which any benefit is payable or the continuation of the circumstances under which any benefit is payable,
 - (ii) the legal title of the claimant,
 - (iii) the date of birth of the **Insured Person**,
 - (iv) a completed Company claim form and
 - (v) such other information as the Company may reasonably require.
- (b) Payment of **Critical Illness** Benefit will be subject to the **Insured Person** providing the Company with such information and evidence as the Company reasonably requires including:
- (i) medical certificates and evidence of **Critical Illness** at such intervals as the Company may reasonably require, at the **Insured Person's** own expense; and
 - (ii) medical examinations of and/or tests on the **Insured Person** carried out at the Company 's expense at such intervals as the Company may reasonably require by a medical examiner appointed by the Company; and
 - (iii) written consent to allow the Company to receive the results of any medical examinations and/or tests and/or the **Insured Person's** medical history or records.
- (c) All medical certificates and the results of medical examinations and/or tests must be submitted to the Company in writing and must be provided by medical practitioners resident and practising in the **Insured Person's Usual Country of Residence** or such other countries as the Company may allow.
- (d) If the **Insured Person** fails to undergo any examination or test or to provide written consent for the Company to obtain medical or other information it considers necessary the **Critical Illness** Benefit will not be paid and there will be no refund of any premiums paid.

General Exclusions (which apply to the whole Policy)

The following items, conditions, activities and their consequences are excluded from the Policy and the Company shall not be liable for:

- (i) **Pre-existing Conditions**, as defined in the Policy, and/or related or evolative conditions except those which have been fully disclosed to and accepted in writing by the Company prior to the inception of the Policy.
- (ii) **Critical Illness** occurring within 60 days from the first inception date of the Policy except when caused by an **Accident** as defined.
- (iii) Taking part in any flying activity other than as a passenger in a commercially licensed aircraft.
- (iv) Alcohol or solvent abuse or the taking of drugs except under the direction of a registered medical practitioner.
- (v) Unreasonable failure to seek or follow medical advice.
- (vi) Living outside the **Usual Country of Residence** disclosed in the Application Form for more than three consecutive months in any 12 months.
- (vii) Mental illness, psychiatric disorders, self-inflicted injury or suicide, sexually transmitted diseases.
- (viii) War and Terrorism Exclusion

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense 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;

1. 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

2. Any act of terrorism including but not limited to
 - a. the use or threat of force, violence and/or
 - b. 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
3. Any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 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 Assured.

(ix) Political Risks Exclusion

This insurance does not cover 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 building by any person

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which otherwise covered by this Policy.

- (iii) The destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

General Conditions (to be observed by the Policyholder and all Insured Persons)

It is an important part of our contract that you observe the following General Conditions:

1. **Co-operation**
As a condition precedent to the Company's liability the **Insured Person** or his/her representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which the **Insured Person** knows or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at the **Insured Person's** expense, from any doctor or hospital or other source.
2. **Reasonable Precautions and Material Changes**
The **Insured Person** shall take all reasonable precautions to prevent and minimise any **Accident**, injury or disease and the Company must be informed immediately in writing of any material information or change of circumstances which may increase the possibility of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.
3. **Premiums**
 - (a) Premiums are due on the **Due Dates** shown in the Schedule. The initial premium is due on the commencement date of the Policy. Subsequent premiums will be due on the corresponding date in such subsequent month or year as indicated in the Schedule. The "Premiums" means the initial and subsequent premiums.
 - (b) Monthly Premiums must be paid by a direct debit instruction on a current bank or credit card account. Annual Premiums can be paid by direct debit instruction or by cheque.
 - (c) Thirty days grace is allowed for payment of each Premium after the first. Should a covered claim arise during this period, the unpaid Premium will be deducted from any Benefit payable.
 - (d) If any Premium is not paid on the **Due Date** or within the thirty days grace allowed, the Policy will be cancelled and all Benefits will cease. Any subsequent reinstatement of cover after such cancellation will be at the Company's discretion and will be subject to satisfactory evidence of insurability together with payment of all overdue Premiums and any relevant charges.
 - (e) Changes in the frequency of Premium payments to or from monthly or annual payments cannot be made unless the Company, on receipt of a written request to do so by the **Insured**, allows otherwise.

- (f) Premium rates are not guaranteed and may be increased or varied by the Company at any annual **Due Date** based upon the **Insured Person(s)** entering a higher premium rating age band or in respect of a material change in risk or in respect of any general rate increases affecting all policyholders reflecting the Company's actual or anticipated results in this class of business.
4. **Commencement and Renewal**
The Period of Insurance is stated in the Schedule. The Policy may be renewed thereafter by mutual agreement. Policies are arranged on a yearly renewable basis. However, Policyholders who have submitted medical evidence of insurability prior to first inception of the Policy will not be required to submit further evidence of insurability at subsequent renewals provided the Policy has remained continuously in force with Premiums fully paid when due since such first inception. Premium rates are not guaranteed and will be adjusted by the Company periodically for all Policyholders on an overall portfolio experience basis. Premiums will also increase when Insured Person(s) enter each higher premium rating age band. In the event of the entire Critical Illness product being withdrawn by the Company due to adverse experience or for any other reason, Policyholders so affected will be offered participation in any replacement product, if any, on the terms, conditions and premium rates then prevailing.
5. **Eligibility**
Eligibility is restricted to individuals whose Usual Country of Residence is Malaysia. Subject to a lower age limit of 16 (sixteen) years and upper age limit of 59 (fifty nine) at first enrolment. Subject to subsequent annual renewal being invited by the Company and payment of required premiums when due, the Insured Person shall remain eligible for cover until the Due Date following his or her 65th (sixty fifth) birthday when all cover under the Policy shall cease.
6. **Alterations**
- (a) Notwithstanding anything in the Policy, the Company reserves the right to alter the Policy as the Company reasonably considers appropriate if the Policy or the Company are affected by a change in legislation or taxation, or any judicial decision. The Company will give the **Insured** written notice of any such alteration.
 - (b) If the date of birth of the **Insured Person(s)** has been incorrectly stated, the benefits will be amended by the Company having regard to the true date of birth. If the true date of birth is such that, had it been known to the Company at the time the Policy was proposed for, the Company would not have issued the Policy, then the Company may cancel the Policy and no benefits will be payable.
 - (c) Any other misrepresentation of or failure to disclose material facts in any document signed by the Policyholder or **Insured Person**, will entitle the Company to alter, amend or cancel the Policy having regard to the true facts. A material fact is any information which could influence the Company in its assessment of the proposal.
7. **Surrender**
If the Policy is surrendered by the **Insured** no payment will be made by the Company and the Policy will cease.
8. **Arbitration**
Any difference of medical opinion in connection with the results of any Accident or illness will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset.
9. **In the Event of Fraud**
If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person(s) or anyone acting on their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.
10. **Acceptance of Instructions**
Any instruction, request or notice will not be accepted by the Company until such documents, information and consents as the Company may reasonably require are received at the Company's office address stated in the Policy.

Claims Conditions (which apply to the whole Policy)

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

1. **Notification of Claim**
Claims or potential claims must be notified to the Company within the **Notification Period** defined in the Policy. A fully completed Claim Form together with supporting medical information must be submitted to the Company within a period of 30 days from first notification. In cases of **Accident** or acute medical emergency which prevents the **Insured Person** from complying with this condition, written notification together with supporting medical information must be submitted to the Company as soon as reasonably possible thereafter.
2. **Proof of Claim**
Original documentation together with a fully completed Claim Form signed by the treating **Physician** must be submitted to the Company within the time limits specified in the Policy if payment of the Critical Illness benefit is to

be made. Photocopies of documents are not acceptable. If on the balance of medical fact or probability it is appropriate for the Company to decline a claim by virtue of the **Pre-existing Conditions** exclusion, the **Insured Person** shall have the right and obligation to produce such medical evidence as the Company may reasonably require to enable it to reconsider a claim under the Policy.

3. **Examinations**

The Company shall have the right and opportunity through its medical representatives to examine the **Insured Person** whenever and so often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

4. **Legal Proceedings**

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 (sixty) days from the date Proof of Claim has been furnished in accordance with the Policy conditions. The parties have agreed that the Law of Malaysia shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of Malaysia for the resolution of any such conflict or dispute.

Premium Warranty

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

Goods And Services Tax

In the event that any goods and services tax, value added tax or any similar tax (collectively referred to as "Goods and Services Tax" or "GST") and any other duties, taxes or levies are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Policy, the Company will be entitled to charge the Policyholder for such amounts and the Policyholder agree to pay the Company the GST and any other duties, taxes or levies allowed by the laws of Malaysia. Such GST and any other duties, taxes or levies payable shall be paid in addition to the applicable Premiums and other charges. All provisions in this Policy on payment of Premiums and default thereof shall apply equally to GST and any other duties, taxes or levies.