



Individual Personal Accident - HLB

A Guide to Your Individual Personal Accident - HLB

Section Guide		Page No.
Important Information	- Duty of Disclosure	II
Definition of Words	- An explanation of words used in this Policy.....	II
How Your Insurance Operates	- What we insure.....	II
Section I	- Personal Accident.....	II
General Exceptions	- Those events we do not insure under the policy as a whole	V
General Conditions	- Your rights and our rights under this Policy.....	VI
Claims Conditions	- What you should do if you need to make a claim	VI
Complaint Procedures	- Who you should contact to make a complaint	VII
Personal Data Protection	- Access to and use of your Personal Data	VIII
Tax Clause	- You are obligated to pay any applicable taxes	VIII

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 contract is renewed.

If any of the information on which this insurance is based is incorrect, inaccurate or changes after you purchase your policy and during the period of your policy please provide us with 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
- 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

Definition of Words

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

Insured / Insured Person / You / Your

means each of the persons described as such in the Schedule.

We/ Us / MSIG

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

The Schedule

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

Injury

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

Medical Practitioner

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

How your Insurance Operates

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

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

Section I

Personal Accident

We will pay you for Injury:

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

Benefits	Compensation
1. Accidental Death	The Sum Insured specified in the Schedule

2. Permanent Disablement

a. Permanent Total Disablement

A sum equal to percentage of the Sum Insured specified in the **Schedule**. The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one **Insured Person**:

i.	Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
ii.	Total and permanent loss of all sight in one or both eyes	100%
iii.	Total loss by physical severance or total and permanent loss of use of:	
	One or two limbs	100%
	One or two hands	100%
	Arm above the elbow	100%
	Arm at or below the elbow	100%
	Leg above the knee	100%
	Leg at or below the knee	100%
iv.	Permanent total insanity	100%

b. Permanent Partial Disablement

A sum equal to percentage of the Sum Insured specified in the **Schedule**. The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one **Insured Person**:

i.	Total and permanent loss of:	
	Sight in one eye except perception of light	50%
	Lens of one eye	50%
ii.	Total loss by physical severance or total and permanent loss of use of:	
	Thumb and four fingers of one hand	53%
	Four fingers of one hand	50%
	Thumb (two phalanges)	25%
	Thumb (one phalanx)	10%
	Index finger (three phalanges)	15%
	Index finger (two phalanges)	8%
	Index finger (one phalanx)	4%
	Middle finger (three phalanges)	6%
	Middle finger (two phalanges)	4%
	Middle finger (one phalanx)	2%
	Ring finger (three phalanges)	8%
	Ring finger (two phalanges)	4%
	Ring finger (one phalanx)	2%
	Little finger (three phalanges)	6%
	Little finger (two phalanges)	3%
	Little finger (one phalanx)	2%
	All toes of one foot	17%
	Great toe (two phalanges)	5%
	Great toe (one phalanx)	2%
	Any other toe	3%
iii.	Total and permanent loss of:	
	Hearing in two ears	75%
	Hearing in one ear	25%
	Speech	60%

Where the **injury** is not specified, **we** reserve the right to adopt a percentage of compensation, which in our opinion is not inconsistent with the provisions of the **Schedule**.

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

3. Convalescence Allowance

Necessary alteration to dwelling or motor vehicle and any other medical aids should the **Insured Person** be continually dependent on wheelchair for a period of not less than 6 months.

RM5,000

4. **Funeral Cremation & Repatriation Expenses**

Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker / airline transporter (but only to the extent that they are not recoverable from any other source) in respect of the death of the **Insured Person** for whom compensation is payable under this Policy.

Reimbursement up to the Sum Insured of RM2,000 provided it is the maximum payable for any one **Insured Person** in any one accident.

5. **Covid-19/ Dengue Hospital Cash Benefit**

We will pay You the daily Hospitalization Cash Benefit ("Benefit") as specified in the **Schedule** for each full day, up to a maximum of 30 consecutive days, the Insured Person is hospitalized 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**.

For the avoidance of doubt,

- a. **Hospital** means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-
- i. has facilities for diagnosis and major surgery;
 - ii. provides 24 hours a day nursing services by registered and graduate nurses;
 - iii. is under the supervision of a doctor; and
 - iv. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.

- b. **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**.

We do not cover any medical conditions arising within the first 14 days of the **Insured Person's** cover except accidental injuries.

Compensation Limits in respect of any one Insured Person

1. We shall not pay for:
 - a. any specific **Injury** under Benefit 2(a) and/or Benefit 2(b) where, for that same **Injury** greater compensation is payable for another part of Benefit 2(a) and/or Benefit 2(b) which includes that specific **Injury**,
 - b. Benefit 1 in addition to any Benefit 2(a) and/or Benefit 2(b) if caused by the same **Injury**, except that if a payment has been made under any part of Benefit 2(a) and/or Benefit 2(b) and death occurs subsequently solely caused by and within 104 weeks of the **Injury**, then we will pay any difference if the compensation payable for Benefit 1 is greater than that already paid for Benefit 2(a) and/or Benefit 2(b),
 - c. more than 100% in aggregate for any or all of Benefit 2(a) and/or Benefit 2(b) for any one **Insured Person**,
 - d. Benefit 2(a) and/or Benefit 2(b) until the total amount of compensation shall have been ascertained and agreed.

NB - All Extra Benefits are subject otherwise to the Terms, Exceptions and Conditions under this Policy.

Special Provisions

1. **Disappearance**

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

2. **Exposure**

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

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

The indemnity expressed in this Policy shall not apply to liability in respect of any claim or loss arising out of any activities and/ or business conducted and/ or transacted via the Internet, Intranet, Extranet and/ or via the Insureds' own website, Internet site, web address and/ or via the transmission of electronic mail or documents by electronic means.

4. **Off Duty Clause**

It is hereby declared and agreed that this Policy shall be in force and shall be applicable only in respect of Accident Death/

Permanent Disablement/ Injury taking place during the period the Insured Person is not at work and/ or not on official duty (only applicable to those Insured Person who fall under the list of occupations stated below). For the avoidance of doubt, the Policy does not extend to cover the Insured Person in respect of Accidental Death/ Permanent Disablement/ Injury arising directly or indirectly from occupation (the list of occupations are stated below) and/ or on official duty. Subject otherwise to the terms and conditions of the Policy.

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

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

General Exceptions

In respect of cover for **Section I**, we will not pay compensation for:

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

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

General Conditions

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

1. Misstatement Or Omission Of Material Fact

If:

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

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

2. 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.

3. Discharge

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

4. Automatic Renewal

This policy, subject to the terms and conditions, payment of premium when due, may be automatically renewed from year to year by mutual agreement between the **Insured** and us (during the application) but in any case shall terminate in respect of any **Insured Person** at the end of the **Period of Insurance** during which that **Insured Person** attains the age of seventy years.

5. Cooling Off Period

You may cancel your policy by returning the policy within fifteen (15) days after you have reviewed the policy and full premium will be refunded to you.

6. Premium Adjustment

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

7. Cancellation

You may cancel this policy at any time by letter. The refund of premium is based on pro-rate basis and subject to our retaining the minimum premium of RM60.00 and the prevailing taxes. We may cancel your Policy or any Section by sending seven (7) days' notice by recorded delivery letter or registered letter to your last known address. The return of premium refund will be on pro-rate basis.

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

8. Automatic Cancellation

The policy will cancel automatically:

- (a) if the **Insured** suffers an Accidental Death or Permanent Total Disablement which is claimable under the policy;
- (b) if the **Insured** ceases to be a Malaysian Resident;
- (c) when the **Insured** reaches the maximum age of seventy-five (75);
- (d) upon the death of the **Insured**;
- (e) due to non-payment of premium.

9. Cash Before Cover

If this insurance policy covers the personal interest of the policy holder, the following condition shall apply:

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

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. Advise of Loss

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

3. Document

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

certificate and may require a post-mortem examination at our expense.

4. Medical Examination

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

5. Arbitration

All differences arising out of 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 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.

Premium Warranty

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

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.

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 BNMTELELINK 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 (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia,

P.O.Box 10922,

50929 Kuala Lumpur.

Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)

Overseas : 03 - 2174 1717

Facsimile : 03 - 2174 1515

Email : bnmtelelink@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.

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

Tax Clause

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

"NOTICE

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

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