

# Take It Easy Group Master Balik Kampung Travel Personal Accident Insurance Policy

Insurance Policy No.: DL 09092610 WTR

## **GST Important Notice Wordings**

Please be informed that the Goods and Services Tax (GST) will be implemented on 1st April 2015 at a rate of 6%. MSIG reserves the right to collect from you an amount equivalent to the GST payable for the applicable premium, or on a pro-rated basis in the event your policy spans over 1st April 2015.

Your obligation to pay GST shall form part of the Terms and Conditions in your insurance policy.

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# On Receipt of this Polic

Please read the **Policy** and **Certificate of Insurance** carefully to understand:

What is covered and What is not covered

Should any of the details on the **Certificate of Insurance** be incorrect, or change is required, please advise **Us** immediately.



# 1. What makes up this policy

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

The application form, together with the **policy**, **certificate of insurance** and **endorsement** if any must be read together as they form the insurance contract between the **policyholder** and **us**.

This **policy** sets out what the **insured person** is insured for as shown on the Schedule of Benefits and the circumstances where the **insured person** is covered and not covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **policy** with explanations in the Definitions section.

The coverage provided under this **policy** is subject to the **insured person** fully observing and fulfilling the terms, provisions, conditions and **endorsement** (if any) of the **policy**.



#### 2. How your insurance operates

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out or make changes to your policy.
You should also disclose all relevant information which may influence us in the acceptance of this insurance.

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 incomplete, irrelevant and inaccurate, **we** may:

- revise the premium; or
- cancel your policy and refuse to pay any claim; or
- not pay any claim in full

**Your** TIE Balik Kampung Travel Personal Accident Insurance Policy is a contract between **us**, MSIG Insurance (Malaysia) Bhd. and **you**, the holder of the Policy, on behalf of each **insured person** named therein.

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

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



#### 3. Definitions

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

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

## Accident / Accidental - means

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

#### Child - means

Any person who has attained the age of 30 days and above and up to 17 years, is in full time education and financially dependent upon the **insured** person during the **Period of Insurance**.

## **Domestic Cover** - means

Travelling within Malaysia only.

#### Hazardous Adventure(s) - means

Mountaineering, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, offshore activities including rafting or canoeing involving white water rapids, jet skiing, flying or other aerial activities, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 18 metres, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.

#### Home - means

Your usual place of residence in Malaysia.

#### Injury - means

Bodily injury suffered anywhere in Malaysia caused solely by an **accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

## Insured Person/You/Your - means

The person named in the Certificate of Insurance.

## Journey - means

A trip or holiday that commences when you leave your home or business place until the time you return to your home or business place.

## Period of Insurance - means

The effective date commencing at 00:00:00 until the expiry date at 23:59:59; both at Malaysia Standard Time for which the **insured person** is covered unless otherwise stated in the **Certificate of Insurance**.

# We/Our/Us/The company/MSIG - means

MSIG Insurance (Malaysia) Bhd.

## Certificate of Insurance - means

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

## Endorsement - means

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

## Policy - means

The insurance contract which consists of this policy wording, Certificate of Insurance and Endorsement (if any).

# Premium - means

Any amount we require the insured person to pay under the policy and includes Government charges.



#### 4. Insuring clause

In consideration of the **insured person** paying **us** the required **premium**, **we** agree to pay the **insured person** or in respect of **accidental** death to the nominee of the **insured person** or lawful executor or administrator the benefit described in this **policy** in respect of an event occurring during the **period of insurance**.

| Benefits                                  | Domestic Cover (RM)                              |
|---|--|
| Section 1 - Personal Accident             |  |
| Death - Adult                             | 100,000  |
| Death - Child                             | 50,000   |
| Permanent Total Disablement – Adult/Child | 200,000  |
| Section 2 - Medical Expenses              |  |
| Overall Limit for Medical Expenses        | 15,000   |
| Follow-up Treatment                       | Inclusive under Medical Expense:<br>(max 30 days |
|   |  |

#### Section 1 - PERSONAL ACCIDENT

#### Benefits 1.1 and 1.2 - Death

We will pay the amount specified under Benefit 1.1 or 1.2 for bodily injury sustained by the insured person and caused by an accident occurring within one year of the happening of the event and which is independently solely results in his/her death.

We will not pay more than RM50,000 if the insured person is a child.

#### Benefits 1.3 - Permanent Total Disablement

We will pay the amount specified under Benefit 1.3 for bodily injury sustained by the insured person and caused entirely by accident occurring within one year of the happening of the event and which independently and solely results in permanent total disablement as shown below:

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

## **Exclusion Under Section 1**

For each insured person, we will not pay:

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

## **Section 2 - MEDICAL EXPENSES**

For each insured person, we will pay:

- a) Up to RM15,000 for the necessary and reasonable medical, surgical and hospital charges which are incurred as a result of an **accidental** bodily **injury** during the **period of insurance**.
- b) RM50 for each full day **you** are confined to hospital as an in-patient during the period of the **journey** up to a maximum of RM1,000 in total.

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

- a) follow-up medical expenses incurred 30 days after your return.
- b) fees or charges for repairs to or for the provision of dentures or artificial teeth
- c) any dental work involving the use of precious metals.
- d) dental treatment/repairs where the cause is due to normal wear and tear or normal maintenance of dental health.
- e) any charges for traditional treatment including acupuncture
- f) ophthalmological care, eye glasses, contact lenses and hearing aids or prescriptions for the same.



## 5. General exceptions

- We will not pay for any deterioration of, or loss of, or damage to property, or any compensation or any injury, death or medical expense
  caused by or contributed to, or arising from:
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power, or
  - b) Any acts of terrorism including but not limited to
    - i. the use or threat of force, violence and/or
    - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear. or
    - any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
  - HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
  - d) delay, confiscation, detention, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country.
  - e) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
  - f) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - g) persons below 30 days and over 70 years of age at the commencement of the **Period of Insurance**.
  - h) the insured person travelling for the purpose of obtaining medical treatment or travelling against the advice of any medical practitioner.
  - i) disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental illness
  - j) insurance which is purchased after commencement of your journey.
  - k) any loss due to your involvement in unlawful activities.
  - l) **you** travelling in a non-fully licensed passenger carrying aircraft.
  - m) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
  - n) your suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life).
  - o) **you** being under the influence of drugs or other substance abuse (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction).
  - p) solvent abuse.
  - q) **you** being under the influence of alcohol or intoxicating liquor.
  - r) you participating in a hazardous adventure.
  - s) **your** pregnancy, childbirth, miscarriage, abortion or menopause.
  - t) sexually transmitted diseases.
  - u) cosmetic surgery.
  - v) motorcycling (as a rider or pillion)
  - w) **our** maximum aggregate liability in respect of all **insured persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM15,000,000 or the aggregate amount of compensation payable in respect of such **insured persons**, whichever is the less.



#### 6. General conditions

#### 1. Discharge

The receipt of the **insured person** or that of the legal representative(s) of the **insured person** to whom any benefit is expressed to be payable shall in all cases effectively discharge **our** liability.

#### 2. Reasonable Precaution and Material Changes

We act in good faith in all our dealings with you. Equally, the payment of claims happening during the **Period of Insurance** is dependent on the **insured person** observing the following:

- a) taking ordinary and proper care to safeguard against accident, injury or death as if the insurance was not in force
- b) not travelling contrary to medical advice or specifically to obtain medical treatment
- no alteration and/or additions to the printed terms and conditions of the Certificate of Insurance are valid unless initialed at our
  office

#### 3. **Cancellation**

- a) The **insured person** has the right to cancel this **policy** within fourteen (14) days of purchasing by giving written notice to **us**. However, there is no refund of **premium** upon cancellation of **policy**.
- b) We may at any time cancel this **policy** by sending fourteen (14) days notice in writing to the **insured person's** last known address by registered mail. **We** will refund the pro rata premium equal to the unexpired **Period of Insurance** provided there is no claim paid or admitted under the **policy**.

#### 4. Cash Before Cover

The insured person must pay the premium before the coverage under this policy is effective.

#### Disappearance

If, after we have examined all available evidence, we are satisfied that the disappearance of the insured person for twelve consecutive months can be presumed to be due to death as the result of an accidental injury, we will pay the accidental death benefit. If at any time after we have paid the benefit, the insured person is found to be living, the payment must be refunded to us.

#### 6. Limit of Compensation

The **insured person** is entitled to purchase only one Take It Easy Balik Kampung Travel Personal Accident Insurance Policy 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 person** 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** 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

# 7. 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.

# 8. Limit Per Conveyance

Our maximum aggregate liability in respect of all **insured persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM15,000,000 or the aggregate amount of compensation payable in respect of such **insured persons**, whichever is the less.



#### 7. Claims conditions

#### 1. Condition Precedent

The payment of claims under this **policy** is dependent upon observance of its terms and conditions by the **insured person** or any other claimant.

#### 2. Fraud

The **insured person** or anyone acting on **his** behalf must not make any fraudulent, false or exaggerated claims including submission of forged or falsified documents or use fraudulent means or devices to obtain benefits, otherwise **we** shall be under no obligation to make any payment under this **policy**.

#### 3. Advice of Loss

Written notice of any **event** likely to give rise to a claim should be submitted to **us** as soon as reasonably possible and in any case not later than fourteen (14) days of the **accident** causing **injury**.

## 4. Document

All certificates, information and evidence must be provided at the expense of the **insured person** or claimant in the form and nature required. In the event of death of the **insured person**, we shall require sight of death certificate and shall be entitled to have a post-mortem examination at **our** expense. Immediate notice in writing stating the time and place of any inquest appointed should be given to **us** before interment or cremation.

#### 5. Medical Examination

The **insured person** shall employ the services of a registered **doctor** and shall undergo any treatment the **doctor** deem necessary. The **insured person** may have to undergo further medical examination required by **us** at **our** expense.

## 6. Arbitration

All differences arising out of this **policy** shall be referred to the arbitration of some person to be appointed in writing by both parties, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party and in the case of disagreement between the Arbitrators, to the decision of an Umpire, who shall have been appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against **us**. If **we** shall disclaim liability to the **insured person** or **his** legal representatives for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



#### 8. Complaint procedures

At MSIG, we go above and beyond to deliver excellent service from our heart.

If there is any circumstance when **our** service does not meet expectations, please contact **us** below. **Our** Customer Service team is dedicated to looking into all feedback. **We** have a sound feedback management process in place, and all feedback is treated with the greatest confidentiality and commitment towards a satisfactory resolution.

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 Centre,

Level 15, Menara Hap Seng 2, Plaza Hap Seng,

No. 1, Jalan P. Ramlee, 50250 Kuala Lumpur.

If the outcome of the complaint does not meet expectations, the matter can be referred to the OMBUDSMAN FOR FINANCIAL SERVICES or BANK NEGARA MALAYSIA through BNMTELELINK or BNMLINK:

# i. OMBUDSMAN FOR FINANCIAL SERVICES (664393P)

(Formerly known as Financial Mediation Bureau)

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

# ii. BNMTELELINK OR BNMLINK

BNMTELELINK

Corporate Communications Department

Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur

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

Facsimile : 03 - 2174 1515

Email : bnmtelelink@bnm.gov.my
Website : www.insuranceinfo.com.my

