



**Take It Easy  
Group Master Foodie Personal Accident  
Insurance Policy**

Insurance Policy No.: DL 09344934 WTR

GST Important Notice Wordings

**Goods and Services Tax (GST)** at the rate of 6% will apply to your insurance premium from 1 April 2015.  
As a consumer and policyholder, you are required to pay GST which shall form part of the Terms and Conditions  
in your Insurance Policy.

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On Receipt of this Policy

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

This is **Your** Take It Easy Foodie Personal Accident Insurance Policy. Please read this **Policy** and **Certificate of Insurance** carefully to make sure **You** have the protection **You** need.

This **Policy, Certificate of Insurance** and Endorsement if any must be read together as they form the insurance contract between **You** and **Us** including any information or declaration made by **You** over the phone, or by fax, email or the internet at the time of application.

This **Policy** sets out what **You** are insured for as shown on the Schedule of Benefits and the circumstances where **You** are covered and not covered.

If **You** do not comply with the terms and conditions of the contract of insurance **You** may not be entitled to make a claim in respect of them.

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.

## 2. Your duty to inform us

### Duty of Disclosure

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 when **You** applied for this insurance i.e any information given or declaration made by **You** should be complete and accurate. Failure to take reasonable care in doing so may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claims(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** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

During this insurance, **You** also have a duty to tell **Us** immediately if the information is inaccurate or has changed at any time after **You** entered into a contract of insurance with **Us**. We need to be informed whenever the following occurs:

- a) change of information on **Your Certificate of Insurance**
- b) change of Residence

If **You** do not fully and faithfully do so, the insurance may not be valid or the **Policy** may not cover **You** fully.

### 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.

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**.

**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**.

**Child** - means

Any person who has attained the age of 6 years and above and up to 17 years, is in full time education and financially dependent upon the **Insured Person** during the **Period of Insurance**.

**Doctor** - means

A registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment is practising within the scope of his licensing and training in the geographical area of practice, but excluding a **Doctor** who is the **Insured Person** himself.

**Endorsement** - means

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

**Food Poisoning** - means

Illness caused by consuming contaminated food and / or beverage resulting in among common symptoms of nausea, vomiting and / or diarrhea caused by bacteria, viruses or parasites or their toxins.

**Hospital** - shall mean

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) hour a day nursing services by registered and graduate nurses,
- c) is under the supervision of a Physician, 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

**Injury** - means

Bodily injury occurring anywhere in the world during the **Period of Insurance** which is the direct result of an **Accident** and which solely and independently of any other cause results in a claim for death or disablement. This is extended to bodily injury as a result of exposure to the elements of natural perils but does not include any sickness, disease, bacterial or viral infection, (unless this is the direct result of an **Accidental Injury**) naturally occurring condition or degenerative process or the result of any gradually operating clause.

**Insured Person/He/Him/His/** - means

**You** and any eligible person **You** have chosen to add and **We** have agreed to cover under **Your** Insurance named in the **Certificate of Insurance**.

**Medical Clinic** - means

Any premises, including Government healthcare facility, used or intended to be used for the practice of medicine on an outpatient basis including :

- a) the screening, diagnosis or treatment of any person suffering from, or believed to be suffering from, any disease, injury or disability of mind or body;
- b) preventive or promotive healthcare services; and
- c) the curing or alleviating of any abnormal condition of the human body by the application of any apparatus, equipment, instrument or device;

**Medical Expenses** - means

The cost of medical surgical or other remedial attention, treatment or appliances given or prescribed by a Doctor and all hospital nursing and ambulance charges which are medically necessary.

**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**.

**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**.

**Professional** - means

Any person who derives income from participation in a specified sport or activity as his main source of livelihood.

**Permanent Total Disablement** - means

**You** are incapable of attending to **Your** usual occupation as certified by a Doctor.

**You/Your** - means

The person who has been accepted by **Us** for insurance, has paid the **Premium** and is named on the **Certificate of Insurance**.

**We/Our/Us/MSIG** - means

MSIG Insurance (Malaysia) Bhd.

## 4. What your policy covers

In consideration for payment of **Your Premium** and subject to the terms, conditions and exclusions of this contract, **We** will pay the amounts shown in the Schedule of Benefits if the **Insured Person** suffers an **Injury** during the **Period of Insurance**.

### SCHEDULE OF BENEFITS

<i>Benefits</i>	<i>Sum Insured Basic Plan (RM)</i>	<i>Sum Insured Upgrade Plan (RM)</i>
<b>Section 1</b>		
<b>a. Death Only</b>		
Adult	50,000	100,000
Child	25,000	50,000
<b>b. Permanent Total Disablement – Adult / Child</b>		
i. Total and permanent loss of all sight in one or both eyes	100%	100%
ii. Total loss by severance or total and permanent loss of use of one or both limbs	100%	100%
iii. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%	100%
<b>Section 2</b>		
<b>a. Medical Expenses following Accident</b>	5,000	10,000
<b>b. Medical Expenses following Food Poisoning</b>	10,000	20,000
<b>Section 3</b>		
<b>Hospital Income Allowance, Per Day</b>	50 (Max RM5,000)	100 (Max RM10,000)

#### Section 1 – PERSONAL ACCIDENT

##### a. Death

**We** will pay the amount specified in the Schedule of Benefits to the nominees or Administrator or Executors of estate of the **Insured Person** if as a direct result of an **accident** and independently of any other cause, an **Insured Person** dies within one year of the **accident**.

##### b. Permanent Total Disablement

**We** will pay the amount specified in the Schedule of Benefits if as a direct result of an accident and independently of any other cause, the **insured person** suffers an **Injury** which results in **permanent total disablement** occurring within one year of the accident.

We shall not pay for more than 100% in aggregate for any or all the Benefits under Item 1 and 2 of Section 1.

#### Section 2 - MEDICAL EXPENSES

**We** will pay up to the amount specified in the Schedule of Benefits for medical or surgical treatment by a Doctor for **Injury** at a registered **Hospital/Medical Clinic** provided such fees or charges are necessarily and reasonably incurred.

#### Section 3 - HOSPITAL INCOME

**We** will pay the amount specified in the Schedule of Benefits for each complete 24 hour period that the **insured person** stay in the **Hospital** as an inpatient for treatment of **Injury** due to an **Accident**.

## 5. Exclusions

We will not pay any claim where there is any fraud, intention exaggeration or intentional misrepresentation by an **Insured Person** or anyone acting for the **Insured Person** in relation to such claim.

We will not pay for any consequence whatsoever which is the direct or indirect result or any **Injury** caused by or contributed to, or arising from:

1.
  - (a) War, invasion, act 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
  - (b) Any act 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.
2. Ionizing radiations from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear materials.
3. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear equipment.
4. Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.
5. Suicide, attempted suicide or self-injury regardless of the **Insured Person's** state of mind at the time the **Accident** occurred.
6. Deliberate acts or reckless exposure to danger (other than to save human life).
7. Any form of disease including but not limited to HIV (Human Immunodeficiency Virus Infection) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and sexually transmitted diseases.
8. Any form of parasitic infection.
9. Pregnancy, childbirth, miscarriage, abortion or menopause and its related complications.
10. Pre-existing physical defect, or handicap or infirmity.
11. Provoked murder or assault.
12. **Insured Person** committing or attempting or participating to commit any unlawful act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
13. **Insured Person** being under the influence of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a **Doctor** but excluding drugs used in the treatment of drug addiction).
14. **Insured Person** engaging in or practicing sports in a **Professional** capacity and competitions of any kind.
15. **Insured person** participating in dangerous activities or sports which include but not limited to:
  - i. mixed martial arts, boxing, cage fighting or wrestling
  - ii. racing involving the use of mechanically powered driven vehicles and/or craft for trail of speed or reliability
  - iii. Parachuting
  - iv. Hang gliding
  - v. Any kind of race (other than on foot or swimming) or trial of speed or reliability
  - vi. Mountaineering
16. **Insured person** riding a motorcycle or driving a vehicle without a valid driving license or while the alcohol level in **His** blood is higher than the legal limits of the country or driving under the influence of drugs..
17. **Insured person** serving on active duty in any armed, military, naval, air, police, national guard or fire service forces of any country or international authority.



18. **Insured Person** travelling in an air or sea conveyance as a member of the crew unless as a fare paying passenger on a regular schedule or licensed chartered air or sea conveyance over an established route.
19. Any claim or benefit which if reimbursed or paid by **Us** would result in **Us** being in breach of any sanction, prohibition or restriction of trade or economic sanctions, laws or regulations.
20. Cosmetic surgery or any other treatment which is not medically necessary.
21. Any known side effects associated with a medical treatment or surgical procedure.

## 6. General conditions

- 1. Misrepresentation**

The cover provided by this insurance will end in relation to all **Insured Persons** if there is any fraud, intentional exaggeration or intentional misrepresentation by the **Insured Person** or anyone acting for **The Insured Person** in relation to a claim under this insurance.
- 2. Discharge**

The receipt of the **Insured Person** or that of the nominees or Administrator or Executors of estate of the **Insured Person** to whom any benefit is expressed to be payable shall in all cases effectively discharge **Our** liability.
- 3. Reasonable Precaution**

The **Insured Person** shall take all reasonable and proper precaution to prevent and minimize any **Accident, Injury** or death.
- 4. Changes in Circumstance**

If there is any change in your residence and / or eligibility, **We** must be informed immediately in writing.
- 5. 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**.
- 6. Cash Before Cover**

The **Insured Person** must pay the **Premium** before the coverage under this **Policy** is effective.
- 7. 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**.
- 8. Residence**

The **Insured Person** must be a Malaysian citizen or permanent resident residing in Malaysia for at least 40 weeks in any 52 weeks period whilst the cover is in force and must inform **Us** as soon as reasonably possible of any change of residence.
- 9. Eligibility**

This **Policy** is applicable to **Insured Persons** aged from 30 days to 70 years.
- 10. Limit of Compensation**

The **Insured Person** is entitled to purchase only one Take It Easy Foodie 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.
- 11. 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.

## 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 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. **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](mailto:myMSIG@my.msig-asia.com)  
Website : [www.msig.com.my](http://www.msig.com.my)  
Address : Customer Service Department,  
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**

(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](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

**ii. BNMTELELINK OR BNMLINK**

Telephone : 1 - 300 - 88 - 5465 (LINK)  
Facsimile : 03 - 2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
Address : BNMTELELINK  
Corporate Communications Department  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Website : [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my)