



Snap cover from  **MSIG**

Take It Easy Group Master Marathon Personal Accident Insurance Policy

Insurance Policy No.: DL 09118715 WSP

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 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

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. 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

A sudden, unexpected, violent, external and identifiable **event**.

Home - means

Your usual place of residence, hotel or place of accommodation.

Authority - means

Any government ministry, agency, city hall or municipal council who has granted approval to the official organizers of the **marathon**.

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, aged from 6 years 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**.

Event - means

An occurrence during the **marathon** that could give rise to a claim for a benefit under the **policy**.

Injury - means

Bodily injury occurring during the **marathon** which is the direct result of an **accident** and not by sickness, disease or gradual physical or mental wear and tear.

Insured person/he/him/his/you - means

The person named in the **Certificate of Insurance**.

Marathon - means

Means an officially organised foot running event organised during the period of insurance for registered participants who are not **professional** sportsmen.

Period of Insurance - means

Insurance is effective 12 hours prior to the **marathon** official start time. If this insurance is purchased less than 12 hours prior to the **marathon** official start time, effective date of cover shall be the time as stated in the **Certificate of Insurance**. Insurance shall terminate on the earliest happening of the following:

- a) 12 hours after completion of the **marathon** ; or
- b) Upon reaching your **home** after the **marathon** ; or
- c) At 23:59:59 Malaysian time on the date of the **marathon** ; or
- d) Cancellation or postponement of the **marathon**

Policy - means

The insurance contract which consists of this **policy** wording, **certificate of insurance** and **endorsement** (if any).

Policyholder - means

A person or a corporate body to whom the policy has been issued in respect of cover for persons specifically identified as **insured persons** in this **policy**.

Pre-existing medical conditions - means

Disabilities that the **insured person** has reasonable knowledge of. An **insured person** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which :-

- a) the **insured person** had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person.

Premium - means

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

Professional - means

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

We/Our/Us/MSIG - means

MSIG Insurance (Malaysia) Bhd.

3. Your duty to inform us

1. **Communication**

All communication to **us** must be in writing. **Endorsement** to this **policy** contract must be issued and signed by **us**.

2. **Duty of Disclosure before this Insurance is granted**

- i) Before this insurance is provided, it is the duty of the **insured person** to inform **us** of all relevant information that **he** knows or could reasonably be expected to know that is relevant to **our** decision whether to provide cover.
- ii) The **insured person** is required to inform **us** of any **pre-existing medical conditions** or physical impairment.
- iii) If the **insured person** does not tell **us**, the **Policy** may not automatically provide cover. If the **insured person** is not sure whether the information is relevant, **he** should also inform **us**.

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**.

SCHEDULE OF BENEFITS

<i>Benefits</i>	<i>Capital Sum Insured Basic Plan (RM)</i>	<i>Capital Sum Insured Upgrade Plan (RM)</i>
Section 1 - Personal Accident		
Accidental Death and/or Permanent Disablement		
Adult	25,000	50,000
Child	10,000	20,000
Section 2 - Accidental Medical Expenses	1,000	3,000

Section 1 – PERSONAL ACCIDENT

We will pay based on the compensation percentage shown below multiplied by the capital sum insured for **Injury** sustained by the **Insured Person** and caused entirely by an **Accident** occurring within one year of the happening of the **Event** and which solely and independently results in the benefits shown below.

<i>Benefits</i>	<i>Compensation</i>
1. Accident Death	The Sum Insured specified in the Schedule of Benefits
2. Permanent Disablement as specified below	Percentage The Sum Insured specified in the Schedule of Benefits
a. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
b. Total and permanently irrecoverable loss of all sight in one or both eyes and without expectation of recovery	100%
c. Total loss by physical severance or total and permanent loss of use of:	
One or two limbs	100%
One or two hands	100%
Arm above the elbow	100%
Arm at or below the elbow	100%
Leg above the knee	100%
Leg at or below the knee	100%

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 this **policy**.

For Section 1 - We will not pay :

- i. more than 100% in aggregate for any or all of Benefit 2 for any one **insured person**.
- ii. more than one of the benefits resulting from the same **injury**

For Section 2 - Medical Expenses

If the **insured person** suffers an **injury**, **we** will reimburse necessarily and reasonably incurred expenses up to the amount specified in the Schedule of Benefits for medical treatment by a **doctor**.

5. Exclusion

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. Wilful exposure to perils (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.
8. Any form of parasitic infection.
9. Pregnancy, childbirth, miscarriage, abortion or menopause and its related complications.
10. **Pre-existing medical conditions**, 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:
 - 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
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.
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.

6. General conditions

1. Observance of Health / Existing Medical Condition

The **insured person** is required to observe the following conditions:

- a) is in good state of health at the time of obtaining cover and free from physical defect or handicap or infirmity.
- b) fit to participate in the **marathon** and not doing so against medical advice.

2. Material Fact

This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

3. 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.

4. Reasonable Precaution and Material Changes

The **insured person** shall take all reasonable and proper precaution to prevent and minimize any **accident, injury** or death and **we** must be informed immediately in writing of any material information or change of circumstances which may increase the possibility or likely quantum of a claim under this **policy**.

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**.
- c. **policy** shall be automatically cancelled with no refund in premium if the **marathon** is cancelled or postponed.

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. Eligibility

This **policy** is applicable to **participants** aged from 6 years to 70 years.

9. Limit of Compensation

The **insured person** is entitled to purchase only one Take It Easy Marathon 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.

10. 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 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.