



Snap cover from  **MSIG**

## **Take It Easy Group Master Shift in Swift Personal Accident Insurance Policy**

Insurance Policy No.: DL 09161072 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.

What makes up this policy .....	3
How your insurance works .....	4
Definitions .....	5
Insuring clause .....	6
Exclusions .....	9
General conditions .....	11
Claims conditions .....	12
Complaint procedures .....	13

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. How your insurance operates

This is **your** Take It Easy Office Relocation Personal Accident Insurance Policy. Please read this **policy** and **Certificate of Insurance** carefully to make sure **you** have the protection **you** need.

### Duty of Disclosure

**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 Office Relocation 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.

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**.

**Endorsement** - means

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

**Event** - means

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

**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

Each person named in the **Certificate of Insurance**, and are Malaysian citizens or Malaysian Permanent Residents.

**Medical Practitioner** - means

Any person qualified by a degree in western medicine or holds a certificate of specialist accreditation and legally licensed and authorised to practice medicine and/or surgery of his/her specialty.

**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).

**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 person** in this **policy**.

**Premium** - means

Any amount **we** require the **insured person** to pay under the **policy**.

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

MSIG Insurance (Malaysia) Bhd.

#### 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 legal representative of the **insured person** the benefit described in this **policy** in respect of an **event** occurring during the **period of insurance**.

<i>Benefits</i>	<i>Capital Sum Insured Basic Plan (RM)</i>	<i>Capital Sum Insured Upgrade Plan(RM)</i>
Accidental Death	50,000	100,000
Accidental Permanent Disablement	50,000	100,000
Medical Expenses following Accident	5,000	10,000
Hospital Income Allowance, Per Day	50 (Max RM1,000)	100 (Max RM2,000)

#### 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>
<b>1. Accident Death</b>	The Sum Insured specified in the Schedule of Benefits
<b>2. Permanent Disablement</b> as specified below	<b>Percentage</b> 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%
d. Permanent total insanity	100%

<i>Benefits</i>	<i>Compensation</i>
e. Total and permanent loss of the following which is beyond cure either by surgical or other treatment :	
Sight in one eye except perception of light	50%
Lens of one eye	50%
f. Total loss by physical severance or total and permanently irrecoverable 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%
g. Total and permanent loss of hearing which is beyond cure either by surgical or other treatment :	
Hearing in two ears	75%
Hearing in one ear	25%
h. Total and permanent loss of ability to speak and which is beyond cure either by surgical or other treatment	
	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 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**

#### **Section 2 - MEDICAL EXPENSES**

**We** will reimburse expenses incurred up to the amount as stated in the Schedule of Benefits in respect of medical or surgical treatment by a **Medical Practitioner** for bodily **Injury** occurring during the **Period of Insurance** provided such fees or charges are necessarily and reasonably incurred at a hospital/registered clinic.

#### **Section 3 - HOSPITAL INCOME**

**We** will pay a daily benefit subject to the maximum amount as stated in the Schedule of Benefits for the period you are confined in a hospital for treatment of bodily **Injury** caused by an **Accident** during the **Period of Insurance**.



## 5. Exclusions

**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 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.
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 physical defect, 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 **Medical Practitioner** 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 trial 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.
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. Sexually transmitted diseases.
21. Cosmetic surgery.

## 6. General conditions

1. **Observance of Health / Existing Medical Condition**  
The **insured person** must be in good state of health at the time of obtaining cover and free from physical defect or handicap or infirmity.
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**.
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 **accident injury**, **we** will pay the **accident** 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 **insured person**, aged from 18 years to 70 years who are Malaysians or Malaysia permanent residents.
9. **Limit of Compensation**  
The **insured person** is entitled to purchase only one Take It Easy Office Relocation 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 **Medical Practitioner** and shall undergo any treatment the **Medical Practitioner** shall 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](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 (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](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://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](mailto:bnmtelelink@bnm.gov.my)  
Website : [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my)