

EZ Hospital Income Policy

On Receipt of Your Policy

Please read this **policy** and **schedule** and should any of the details on **your policy schedule** be incorrect, or change is required, please advise **us** immediately.

Please read your policy and schedule carefully to make sure you understand:

- What is covered
- What is not covered

A Guide to Your EZ Hospital Income Policy

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Our Agreement

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **your** trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in **the schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. However, in the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures given by **you**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This policy reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **your** trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in **the schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. In the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures given by **you**, it may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance.

This policy reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

Your Duty to Inform Us

Duty of Disclosure - Information and Changes We Need to Know About

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to **your** trade, business or profession)

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 in answering the questions in the Proposal Form (or when **you** applied for this insurance) i.e. **you** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(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** knew to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied. **You** also have a duty to tell us immediately if at any time after **your** contract of insurance has been entered into, varied or renewed with **us** any of the information given in the Proposal Form (or when **you** applied for this insurance) is inaccurate or has changed.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to **your** trade, business or profession)

Where **you** have applied for this insurance wholly for purposes related to **your** trade, business or profession, **you** have a duty to disclose any matter that **you** know to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance.

You also have to tell us immediately if at any time after **your** contract of insurance has been entered into, varied or renewed with **us** any of the information given in the Proposal Form (or when **you** applied for this insurance) is inaccurate or has changed.

How your Insurance Operates

Insurance does not cover **you** against everything that can happen.

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

This **policy** sets out what **you** are insured for as shown on the **schedule** and the circumstances where **you** are covered and not covered.

You must observe and fulfil the Terms, Conditions, **Endorsements**, Clauses or Warranties of the **policy**. If any of the information on which this insurance is based is incorrect, inaccurate or changes after **you** purchased **your policy** and during the period of **your policy**, please provide us with the details by contacting **your** Insurance Advisor or **our** nearest **MSIG** Branch.

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, eg. **insured person, injury**, etc. Words in the singular shall include the plural and vice versa. Words referring to the masculine gender shall include feminine gender.

Accident

shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **bodily injury**.

Bodily injury

shall mean **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.

Confined, Confinement, Hospitalised or Hospitalisation

shall mean admission to a **hospital** for a continuous uninterrupted period of at least twenty-four (24) hours as a registered in-patient for **medically necessary treatments** for a covered **disability** upon recommendation of a **physician**. A patient shall not be considered as an in-patient if the patient does not physically stay in the **hospital** for the whole period of **confinement**. **Daycare** is not subject to a minimum of twenty-four (24) hours confinement.

Congenital Conditions

shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the **insured** was continuously covered under this **policy**.

Daycare

shall mean all **medically necessary surgical** procedures and related **treatment** provided on a pre-plan basis, by or on the order of a **physician** to the **insured person** at a **hospital** that requires **hospitalisation** of less than twenty-four (24) hours. **Daycare** cover excludes all non-surgical procedures and related **treatment** and is subject otherwise to the terms, conditions, exclusions, limits and sub-limits stated in the **policy** and the **schedule/certificate**.

Disability

shall mean a **sickness, disease, illness** or **bodily injury** arising out of a single or continuous series of causes.

Doctor/Physician/Medical Practitioner

shall mean a registered **medical practitioner** qualified and licensed to practice western medicine and who, in rendering such **treatment**, is practicing within the scope of his licensing and training in the geographical area of practice, but excludes a **doctor** or **physician** who is the **insured person** himself.

Family Member

shall mean the **insured person's spouse**, biological/legal adopted child/children, parents, siblings residing in Malaysia.

Hazardous Activities

shall mean mountaineering or abseiling necessitating the use of ropes and other climbing equipment, offshore activities beyond five (5) kilometres off any coastline and including rafting or canoeing involving white water rapids, bungee jumping, flying or other aerial activities unless as a fare-paying passenger in a fully licensed aircraft, underwater activities involving the use of any artificial breathing apparatus to a depth of more than eighteen (18) metres, horseback polo playing, steeple chasing, any form of martial arts, racing (other than on foot or swimming) or trial of speed or reliability, ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill.

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:-

- a. has facilities for diagnosis and major surgery;
- b. provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- c. is under the supervision of a **doctor**; 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.

Intensive Care Unit

shall mean a section within a **hospital** which is designated as an **intensive care unit** by the **hospital**, and which is maintained on a twenty-four (24) hour basis solely for **treatment** of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the **hospital**.

Major Burns

shall mean third or higher degree burns with burnt areas equal to or greater than 10% of the total body surface area of the **insured person**. Third degree burns shall mean the destruction of all layers of the skin (epidermis and dermis) with damage to the tissues beneath.

Major Organ Transplant

shall mean a definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be **medically necessary**. To qualify under major organ transplant, the **insured person** must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The diagnosis of the major organ failure must be made by a **specialist**.

Medically Necessary

shall mean a medical service which is:

- a. consistent with the diagnosis and customary medical **treatment** for a covered **disability**, and
- b. in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- c. not for the convenience of the **insured person** or the **physician**, and unable to be reasonably rendered out of **hospital** (if admitted as an inpatient), and
- d. not of an experimental, investigational or research nature, preventive or screening nature, medical technology or procedure which has not been proven to be effective, based on established medical practice, or which has not been approved by a recognised body in Malaysia; and
- e. for which the charges are fair and reasonable and customary for the disability; and
- f. providing **treatment** directly related to the covered disability.

Period of Insurance

shall mean the period specified in the **schedule/certificate** for which **you** are insured, and **you** have paid or agreed to pay the appropriate premium.

Policy

shall mean **your** insurance contract which consists of this **policy** wording, **schedule/certificate** and any endorsement.

Policyholder

shall mean a person to whom the **policy** has been issued in respect of cover for persons specifically identified as **insured persons** in this **policy**.

Pre-Existing Illness

shall mean **disabilities** that the **policyholder** has reasonable knowledge of. A **policyholder** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- a. the **policyholder** 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 in the circumstances.

Public Transport Accident

shall mean an **accident** which happens whilst travelling on any mode of public transport as a fare-paying passenger.

Reasonable and Customary Charges

shall mean charges for medical care which is **medically necessary** shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable **treatment**, services or supplies to individual of the same sex and of comparable age for a similar **sickness, disease, illness** or **bodily injury** and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the **insured person's** medical condition.

Schedule/Certificate

shall mean the **schedule/certificate** attached to this **policy** where the details of **you** and certain elements of the insurance are stated.

Sickness, Disease or Illness

shall mean a physical condition marked by a pathological deviation from the normal healthy state.

Specialist

shall mean a medical or dental practitioner registered and licensed as such in the geographical area of his practice where **treatment** takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a **physician** who is the **insured person** himself.

Specified Illnesses

shall mean the following **disabilities** and its related complications, occurring within the first one hundred twenty (120) days of insurance of the **insured person**:

- a. Hypertension, diabetes mellitus and Cardiovascular disease
- b. All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system
- c. All ear, nose (including sinuses) and throat conditions
- d. Hernias, haemorrhoids, fistulae, hydrocele, varicocele
- e. Endometriosis including **disease** of the Reproduction system
- f. Vertebro-spinal disorders (including disc) and knee conditions.

Specified Infectious Diseases

shall mean the following **diseases**:

- a. Hand, Foot & Mouth Disease (HFMD)
- b. Avian influenza (bird flu) due to Influenza A viral strains

- c. Ebola
- d. Malaria
- e. Plague
- f. Rabies
- g. Middle East respiratory syndrome coronavirus (MERS-CoV)
- h. Zika virus
- i. Dengue

Spouse

shall mean the person to whom the **policyholder** is legally married to.

Surgery/Surgical

shall mean any of the following medical procedures:

- a. To incise, excise or electrocauterise any organ or body part, except for dental services.
- b. To repair, revise, or reconstruct any organ or body part.
- c. To reduce by manipulation a fracture or dislocation.
- d. Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

Treatment

shall mean the actual receiving of medical or **surgical** care or attention as an inpatient from a **medical practitioner** and for all **medically necessary** diagnostic services directly associated with the covered condition under **treatment**.

Waiting Period

shall mean the first thirty (30) days between the beginning of an **insured person's** sickness, disease or illness, including **specified infectious diseases** and the commencement date/reinstatement date of this **policy**. **Waiting period** applies only when the person is first covered and shall not be applicable after the first year of cover. However, if there is a break in insurance, the **waiting period** will apply again.

We/Our/Us/the Company

shall mean MSIG Insurance (Malaysia) Bhd.

You/Your/Insured/Insured Person

shall mean the **person** named in the **schedule/certificate**, for whom this insurance has been arranged.

Table of Benefits

Section I: Main Benefits

Main Benefits	Benefit Limit (RM)		
	Plan 1	Plan 2	Plan 3
A. Hospital Cash Allowance - admission to Standard Ward of a hospital in Malaysia due to Accident/Illness (per day)	50	75	100
B. Intensive Care Allowance - admission to Intensive Care Unit of a hospital in Malaysia, or hospitalised in Malaysia due to Major Organ Transplant, Major Burns, or Public Transport Accident (per day, max up to 60 days per hospitalisation)	100	150	200
C. Travel Allowance (per hospitalisation, max up to RM1,000 per year)	200		

Section II: Optional Benefits

Optional Benefits	Benefit Limit (RM)		
	Plan 1	Plan 2	Plan 3
A. Specified Infectious Diseases Hospital Cash Allowance	1,000	2,000	3,000
B. Hospital Cash Allowance Whilst Overseas			
(i) Admission to Standard Ward (per day, max up to 30 days per hospitalisation)	50	75	100
(ii) Admission to Intensive Care Unit (per day, max up to 30 days per hospitalisation)	100	150	200
C. Surgical Operations Expenses - reimbursement of surgical expenses (per hospitalisation)	500	1,000	2,000
D. Compassionate Allowance	500	1,000	1,500

Description of Benefits

Upon receipt of due proof that any **insured person** while insured under this **policy** is **confined** to a **hospital** within the **period of insurance** upon the recommendation and approval of a duly qualified **medical practitioner** on account of a covered **disability**, the **Company** agrees subject to the provisions of this **policy** to pay the benefits as follows:

Section I: Main Benefits

- A. Hospital Cash Allowance**
Pays a daily cash allowance as specified in the **schedule/certificate**, for each day of **hospitalisation** in a standard ward within Malaysia for a covered **disability**.
- B. Intensive Care Allowance**
Pays a daily cash allowance as specified in the **schedule/certificate**, for each day of **confinement** in an **intensive care unit** of a **hospital** within Malaysia, or for **hospitalisation** due to **major organ transplant**, **major burns**, or **public transport accident**, up to a maximum of sixty (60) days for each hospitalisation. Benefit A under Main Benefits is not payable if payment is accorded under this benefit.
- C. Travel Allowance**
Lump sum payment of up to the amount specified in the **schedule/certificate** for the **insured's family member** to meet travel expenses to and from **hospital** in the event the **insured person** is **hospitalised** as a result of a covered **disability**.

Section II: Optional Benefits

You will only be covered under this optional benefit if **you** have paid the additional premium for this optional benefit.

- A. Specified Infectious Diseases Hospital Cash Allowance**
Pays a lump sum amount as specified in the **schedule/certificate** in the event the **insured person** is **hospitalised** as a result of a covered **specified infectious disease**.
- B. Hospital Cash Allowance Whilst Overseas**
(i) Admission to Standard Ward
Pays a daily cash allowance as specified in the **schedule/certificate** for each day of **hospitalisation** outside Malaysia for a covered **disability**, up to maximum of thirty (30) days for each **hospitalisation**.

(ii) Admission to Intensive Care Unit
Pays a daily cash allowance as specified in the **schedule/certificate** if the **insured person** is **confined** to the **intensive care unit** of a **hospital** outside Malaysia, up to maximum of thirty (30) days for each **hospitalisation**. Benefit B(i) under Section II is not payable if payment is accorded under this optional benefit.

For the same **hospitalisation** period, the maximum cumulative days payable for benefit B(i) and B(ii) under Section II shall be limited to thirty (30) days.
- C. Surgical Operations Expenses**
Reimbursement of the **reasonable and customary charges** for a **medically necessary** surgery by the **specialists**, including **surgical procedure(s)** and **specialist's visit(s)** charges incurred during **hospitalisation**, subject to the maximum indicated in the **schedule/certificate**.
- D. Compassionate Allowance**
Pays a lump sum amount as specified in the **schedule/certificate** to the **insured's surviving family member** in the event of death of the **insured person** as a result of a covered **disability**.

General Conditions

The conditions which appear in the **policy** must be complied with. They are where their nature permits conditions 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. Cash Before Cover**
You must pay the premium before the coverage under this **policy** is effective. This insurance shall not be effective unless the premium due has been paid.
- 3. Free Look Period**
If **you** wish to cancel this **policy** within fifteen (15) days from the date of delivery of this **policy** and **you** have not made a claim, **we** shall refund the premium paid in full if **you** write to **us** requesting for cancellation.

4. **Notice**
You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits of the **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.
5. **Protection, Reasonable Precaution and Material Changes**
You shall take all reasonable and proper precaution to prevent and minimise any **accident**, or **disability** 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**. **The Company** reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the **policy**.
6. **Eligibility**
The age limit for this **policy** is from eighteen (18) to sixty (60) years old.
7. **Period of Cover and Renewal**
This **policy** shall become effective as of the date stated in the **schedule/certificate**. The **policy** anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this **policy** is renewable at the premium rates in effect at that time as notified by **the Company**.
- This **policy** will be renewable at the option of **policyholder** subject to the terms, conditions and termination at each of the anniversary of the **policy** date. The renewal premium payable is not guaranteed and **the Company** reserves the right to revise the premium rate applicable at the time of renewal. Such changes, if any shall be applicable to all **insured persons** irrespective of their claim experience according to **the Company's** risk assessment.
- This **policy** is renewable at the option of **policyholder** until the occurrence of any of the following:
- non payment of premium or premium not made on time
 - fraud or misrepresentation of material fact during application
 - this **policy** is cancelled at the request of the **policyholder**
 - the death of the **insured person**
 - the **insured person** attains the coverage age limit specified
 - termination of coverage for all policies in a certain market and **the Company** withdraws this **policy** completely from the market in accordance with the Portfolio Withdrawal Condition.
8. **Individual Termination**
The insurance for the **insured person** shall terminate:
- on the date this **policy** is terminated;
 - on the date the insurance for the **insured person** is terminated;
 - on the date the required premium is not paid;
 - upon the death of the **insured person**.
- The liability of this **policy** shall cease on the last day of the insurance for the **insured person** notwithstanding that the **insured person** was hospitalised or surgically treated before the termination date.
9. **Alteration**
The Company reserves the right to amend the terms and provisions of this **policy** by giving a thirty (30) days prior notice in writing to the **policyholder's** last known address in **the Company's** records, and such amendment will be applicable from the next renewal of this **policy**. No alteration to this **policy** shall be valid unless authorised by **the Company** and such approval is endorsed thereon.
10. **Cancellation**
This Policy may be cancelled by the **policyholder** at any time by giving a written notice to **the Company**; and provided that no claims have been made during the current **period of insurance**, the **policyholder** shall be entitled to a refund of the premium as follows:

Period Not Exceeding:	Refund of Annual Premium
15 days	90% (applicable to Renewal only)
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period Exceeding 11 months	No Refund

The Company may cancel this policy or any benefits 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, provided no claim has been made during the current period of insurance.

11. Limit of Compensation

The insured person is entitled to purchase only one (1) EZ Hospital Income 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 (1) 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 the insured person 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.

12. Portfolio Withdrawal Condition

The Company reserves the right not to continue with the underwriting of this insurance product. In doing so, we will stop accepting any new policies and will not offer renewal of your policy once it has expired. We will write to inform you of our intention by giving you at least thirty (30) days' notice.

13. Residence Overseas

No benefit whatsoever shall be payable for any medical treatment received by the insured person outside Malaysia, if the insured person resides or travels outside Malaysia for more than ninety (90) consecutive days.

14. Governing Law

This policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

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. Advice of Loss

The insured person shall within thirty (30) days of a disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts where applicable, and a full physician's report stipulating the diagnosis of the condition treated and the date the disability commenced in the physician's opinion and the physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

3. Document

Original documentation and receipts together with a fully completed Claim Form signed by the treating physician must be submitted to the Company at your expense or at the expense of any claimant in the form and nature required by us.

4. Medical Advice

The insured person shall immediately procure and act on proper medical advice and the Company shall not be held liable in the event a treatment or service becomes necessary due to failure of the insured person to do so.

5. Medical Examination

You or the insured person shall employ the services of a registered physician and the insured person shall undergo any treatment such physician 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 an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

7. Payment of Benefits

Payment of Benefits for all Sections as per the Table of Benefits shall be paid to the policyholder. However, in the event the policyholder dies before the payment of benefits can be paid, we will pay the payment of benefits to the policyholder's legal personal representatives as stated below, provided such legal personal representatives comply with all the terms and conditions of this policy.

- i. if the policyholder is married at the time of payment, the policyholder's legal personal representatives shall be his/her spouse and children, if any.
- ii. if the policyholder is not married at the time of payment, the policyholder's legal personal representatives shall be his/her parents, sisters and brothers, if any.

In the event of hospitalisation outside Malaysia, bill rendered in terms of currency other than the Malaysian Ringgit will be converted to the Malaysian Ringgit on the basis of the quoted exchange rate in effect at the time of receipt of affirmative proof of claim.

General Exceptions

1. This **policy** does not cover any **hospitalisation**, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
 - a. **Pre-existing illness.**
 - b. **Specified illnesses** occurring during the first one hundred twenty (120) days of continuous cover.
 - c. Any medical or physical conditions arising within the **waiting period** except for accidental injuries.
 - d. Plastic/cosmetic surgery, circumcision or any surgery on the foreskin, eye examination and surgical correction for visual impairment due to nearsightedness, farsightedness, astigmatism or presbyopia or radial keratotomy or Lasik, glasses, multifocal lens or contact lens, the use or acquisition of orthosis, external prosthetic appliances or devices including but not limited to artificial limbs, external fixator, hearing aids, cochlear apparatus or implant, pacemakers, implantable cardiac defibrillator (ICD).
 - e. Dental conditions including dental treatment or oral surgery except as necessitated by accidental injuries to sound natural teeth occurring wholly during the **period of insurance**.
 - f. Private nursing care, non-hospital nursing care, rest cures, sanatoria care, hospice care and care or treatment that do not lead to a recovery, conservation of the Insured Person's condition or restoration to his/her previous state of health, injury or hospitalisation due to drug abuse, addictive disorders from substance misuse or while under the influence of alcohol, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law.
 - g. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary and developmental conditions.
 - h. Pregnancy, childbirth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility, erectile dysfunction and tests or treatment related to impotence or sterilisation.
 - i. **Hospitalisation** or consultation primarily for investigation purposes, screening, diagnosis, X-rays, scans, general physical or medical examinations that are done routinely or are not incidental to treatment or diagnosis of a covered **disability**, treatment or investigation of a **disability** which is not **medically necessary** to be hospitalised, preventive treatments, preventive medicines, treatments specifically for weight reduction or gain or bariatric surgery and treatment of an experimental, investigational or research nature.
 - j. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
 - k. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
 - l. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
 - m. Expenses incurred for donation of any body parts or organs by an **insured person** and costs of acquisition of the body or organs, blood or blood products and blood surety and all costs incurred by the donor during organ transplant and its complications.
 - n. Investigation and treatment of sleep and snoring disorders, hyperhidrosis, hormone replacement therapy, stem cell therapy except hematopoietic blood disorders, alternative treatments such as chiropractic services, acupuncture, acupressure, reflexology, bone-setting, hyperbaric oxygen therapy, herbalist treatment, podiatry treatment, massage or aroma therapy or other alternative medicines
 - o. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the **insured person** and disabilities arising out of duties of employment or profession that is covered under a Workmen's Compensation Insurance Contract.
 - p. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
 - q. **Sickness or bodily injury** arising from racing of any kind (except foot racing), hazardous activities such as but not limited to water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities. For the avoidance of doubt, Illegal Activities mean any act committed by the Insured Person which is in violation of law or forbidden by law.
 - r. Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a licensed commercial airline) or aerial sports such as but not limited to skydiving, parachuting, bungee jumping, hang gliding or ballooning.
 - s. Expenses incurred for sex changes.
 - t. Care or treatment for behavioural or developmental delay or learning disabilities.
 - u. Experimental or pioneering or advanced medical and surgical techniques not commonly use and elected by the **insured person** to be received in lieu of treatment usually and customarily provided for the **disability** concerned in Malaysia except with **the Company's** prior approval in writing.

2. Cyber Loss Limited Exclusion Clause

Notwithstanding any provision to the contrary within this **policy**, this **policy** excludes any Cyber Loss. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:

- a. the use or operation of any Computer System or Computer Network;
- b. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c. access to, processing, transmission, storage or use of any Data;
- d. inability to access, process, transmit, store or use any Data;
- e. any threat of or any hoax relating to 1.a to 1.d above;
- f. any error or omission or accident in respect of any Computer System, Computer Network or Data.

For the purpose of this Cyber Loss Limited Exclusion Clause:

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

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

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/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 FINANCIAL MARKETS OMBUDSMAN SERVICE (FMOS) or BANK NEGARA MALAYSIA through BNMLINK:

a. FINANCIAL MARKETS OMBUDSMAN SERVICE
(Formerly known as Ombudsman for Financial Services)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

General Line : +603 2272 2811
Website : www.fmos.org.my

b. BNMLINK

4th Floor,
Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.

Telephone : 1-300-88-5465 or
+603 2174 1717 (for overseas calls)

Physical Visits : By appointment only via eLINK form at <https://bnmlink.bnm.gov.my/> or by telephone

You may refer to FMOS and BNMLINK website for detailed information on the scope and timeline for lodging a complaint.

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.

