



A Guide to Your Tenang Hospital Income Insurance Policy

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Your Duty to Inform Us

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

Pursuant to Schedule 9 of the Financial Services Act 2013, **you** are required by law to tell **us** all the facts that **you** know or are expected to know about the risk **we** are accepting from **you**.

In entering into this contract, **you** are under a duty to take reasonable care to provide complete and accurate answers to the questions **we** ask and should also disclose all relevant information which may influence **us** in the acceptance of this insurance. This includes everything that appears within **your Policy, Schedule/Certificate** as well as any information relating to this contract. This duty shall continue until the time this **policy** is renewed.

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.

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 **you** fail to take reasonable care to avoid misrepresentation in relation to the information provided by **you**, **we** may:

- cancel **your policy**; or
- declare **your policy** void from inception; or
- revise the premium and/or terms and conditions of **your policy**; or
- not pay any claim that has been made or will be made under the **policy**

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the **policy**.

How Your Insurance Operates

In consideration of **you** paying to **us** the premium as specified in the **policy schedule/certificate**, **we** agree to indemnify **you** in the manner and to the extent described in the **policy** and the **schedule/certificate**, in respect of the events occurring during the **period of insurance**, or any subsequent period for which **you** pay and **we** accept the required premium. 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 this contract is entered into 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**.

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

Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in the **policy** or the **schedule/certificate** and are highlighted in the **policy** by being shown in bold print, e.g. **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 or Hospitalisation

shall mean **confinement** in a **hospital** for which the **hospital** makes a charge for room & board, and the **insured person** must be **confined** for a continuous uninterrupted period of at least twenty-four (24) hours upon the advice of and under the regular care and attendance of a **physician**.

COVID-19

shall mean a coronavirus disease as defined by the World Health Organisation (WHO); an infectious disease caused by the SARS-CoV-2 virus.

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.

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

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) 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**.

Medically Necessary

shall mean a medical service which is:

- a. consistent with the diagnosis and customary medical **treatment** for a covered medical condition, 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 covered medical condition; and
- f. providing **treatment** directly related to the covered medical condition.

Period of Insurance

shall mean the period specified in the **schedule/certificate** for which **we** have agreed to accept 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.

Schedule/Certificate

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

Treatment

shall mean a surgical or medical procedure provided by a **physician** during a **hospitalisation** for the sole purpose to cure or relief of a **bodily injury** or **COVID-19** infection, during the **period of insurance**.

We/Our/Us/the Company/Insurer

shall mean MSIG Insurance (Malaysia) Bhd.

You/Your/Insured/Insured Person

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

Table of Benefits

Benefits	Plan 1 (RM)
A. Daily Hospital Income (per day, max up to 120 days)	160
B. Intensive Care Unit Hospital Income (per day, max up to 60 days)	320
C. COVID-19 Hospital Income (per day, max up to 30 days)	75
D. COVID-19 Intensive Care Unit Hospital Income (per day, max up to 15 days)	150

Description of Benefits

We will pay **you** a daily cash allowance as specified in the **policy** for each full day the **insured person** is **confined** in a **hospital** during the **period of insurance** for **medically necessary treatment** of a covered **bodily injury** or **COVID-19** infection. Only one (1) insured incident is payable at any one (1) time for the same **hospitalisation** period. **We** will pay the highest compensation benefit for **bodily injury** or **COVID-19** if **insured person** is **confined** for both conditions at the same **hospitalisation** period.

A. Daily Hospital Income

Pays a daily cash allowance for each day of **hospitalisation** for a covered **bodily injury** in a standard ward, up to a maximum of one hundred twenty (120) days.

B. Intensive Care Unit Hospital Income

Pays a daily cash allowance for each day of **hospitalisation** for a covered **bodily injury** in an **intensive care unit**, up to a maximum of sixty (60) days.

C. COVID-19 Hospital Income

Pays a daily cash allowance for each day of **hospitalisation** for **COVID-19 treatment** in a standard ward, up to a maximum of thirty (30) days.

D. COVID-19 Intensive Care Unit Hospital Income

Pays a daily cash allowance for each day of **hospitalisation** for **COVID-19 treatment** in an **intensive care unit**, up to a maximum of fifteen (15) days.

No benefit shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by the **Company**.

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 receipt 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 **bodily injury** 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. **Age Limit**

Unless agreed otherwise in writing by **us**, the age for first enrolment in the **policy** is from eighteen (18) to sixty-nine (69) years old, both age inclusive. Renewal of this **policy** is up to the age of eighty (80) years old.

7. **Renewal**

This **policy** may be renewed from year to year by mutual agreement between **you** and **us** but in any case it shall terminate at the end of the **period of insurance** during which that **insured person** attains the age of eighty (80) years.

When **we** invite **you** to renew **your policy**, **we** may alter the premium, cover, terms and conditions as **we** deem necessary for reasons that may include **your** medical history and profitability of **our** portfolio. **We** shall inform **you** with a written notice of at least thirty (30) days in advance of the renewal date. **Your** continued payment of premium after **we** give such notice will mean **you** accept the change.

8. **Grace Period**

A grace period of thirty (30) days from the expiry date of this **policy** is available for the renewal of **your policy**. **We** shall remain liable for any claim incurred during the grace period if the premium has been paid during the grace period. If the premium is not paid by the end of the grace period, this **policy** shall be deemed as terminated at the expiry date of this **policy**.

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 **insured person'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**

You may cancel this **policy** at any time in writing. The refund of premium is based on pro-rate basis and subject to **our** retaining the minimum premium. **We** may cancel **your 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. In any event, the return of premium will depend on how long the cover has been in force and provided no claim has been made during the current **period of insurance**. However, there will be no premium refund to **you** if this **policy** is purchased using Perlindungan Tenang Voucher.

11. **Limit of Compensation**

The **insured person** is entitled to purchase only one (1) Tenang Hospital Income 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 (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. **Cyber Risk Clause (Information Technology Hazards Clarification Clause)**

This insurance does not cover any losses arising, directly or indirectly, out of loss of, alteration of, damage to, or a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information, repository, microchip, integrated circuit device in computer equipment or non-computer equipment, whether the property of the **insured** or not, do not in and of themselves constitute an event unless arising out of one (1) or more of the **Defined Contingency** (as defined hereunder) but only to the extent that such loss would otherwise be insured under this **policy**.

Defined Contingency shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, cyclone, hurricane, earthquake, volcano, tsunami, flood, riot, civil commotion, theft, animal, freeze or weight of snow.

13. **Portfolio Withdrawal Condition**

The Company reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by a thirty (30) days' written notice prior to **policy** renewal to the **insured person** and **the Company** will run off all policies to expiry of the period of cover within the portfolio.

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**

You or anyone acting on **your** behalf must report in writing to **us** within thirty (30) days with full details of any **bodily injury** or **hospitalisation** which may result in a claim under this **policy**.

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 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.

5. **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.

6. **Payment of Benefits**

In respect of any benefits payable under the Table of Benefits as stated above in relation to the coverage to the **insured person**, it shall be paid to the **insured person**. However, in the event the **insured person** dies before the payment of benefits can be paid, **we** will pay the payment of benefits to the **insured person'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 **insured person** is married at the time of payment, the **insured person's** legal personal representatives shall be his/her spouse and children, if any.
- ii. if the **insured person** is not married at the time of payment, the **insured person's** legal personal representatives shall be his/her parents, sisters and brothers, if any.

General Exceptions

We will not pay any benefits for:-

1. **Bodily injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. **Bodily injury** caused by:
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war,
 - b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege,

- c. any act of terrorism
For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
3. **Bodily injury caused by the insured person:**
 - a. flying or travelling in an aircraft other than a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.
 - b. engaging in a sport in a professional capacity or where the **insured person** would or could earn income or remuneration from engaging in such sport.
4. **Bodily injury caused by the insured person engaging in or practising for any of the hazardous activities.**
5. **Bodily injury caused by:-**
 - a. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life) or unlawful act,
 - b. pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
 - c. the **insured person** being under the influence of drugs (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction),
 - d. fighting (except in bona fide self defence), provoked assault, resistance to arrest,
 - e. illegal acts of the **insured person**.
6. Cosmetic or plastic surgery, dental care, any surgery, **treatment** or **confinement** unless it is **medically necessary**.
7. **Confinement** primarily for diagnosis, scanning, X-ray examinations or physical therapy or any follow up **treatment(s)** for and arising out of the same injury for which the **insured person** was admitted to the **hospital** in the first place.
8. **Bodily injury** directly or indirectly arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
9. Any **COVID-19** diagnosed within the first five (5) days of the **insured person's** cover.

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/privacy-notice/ or scan QR Code below:



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.