

A Guide to Your Weekly Indemnity 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 this **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.

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.

Medical Practitioner/Physician

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 **medical practitioner** or **physician** who is the **insured person** himself.

Occupation

Shall mean **your** full time and/or part-time gainful employment and/or any other work for remuneration or profit which **you** are fit to do by knowledge, training or experience.

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.

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 Benefit

Benefit	Limit (RM)
Weekly Indemnity (per week, max up to 12 weeks from the commencement of the disablement)	Amount as specified in the schedule/certificate

Description of Benefit

Weekly Indemnity

We will pay you the amount as specified in the **schedule/certificate** up to a maximum of twelve (12) weeks from the commencement of the disablement if you are totally unable to engage in or attend to your profession or occupation or business due to a **bodily injury** caused by an **accident** covered under this **policy** as certified by a **medical practitioner** during the **period of insurance**.

During the **period of insurance**, this **policy** will only provide coverage up to three (3) payable claims. For the avoidance of doubt, each payable claim shall arise from a fresh **bodily injury** incident which is not related to any or earlier **bodily injury** incident which claim had been paid under this **policy** during the **period of insurance**.

No benefit shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by us. The **policy** shall automatically and immediately be terminated upon payment of the third (3rd) payable claim during the **period of insurance** and shall not be renewable.

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:

- 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
- 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
- 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 be gainfully employed or engaged in any business. You must advise us in writing as soon as you are aware of any change in the employment, occupation, duties or pursuits, 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 shall terminate at the end of the **period of insurance** during which you attain 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. 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 your last known address in the Company's records.

9. **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 of RM50.00 and the prevailing taxes. **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**.
10. **Limit of Compensation**
You are entitled to purchase only one (1) Weekly Indemnity 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 **you** are 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 **you** the highest compensation benefit. Where the compensation benefit under such **policy** is identical, **we** will pay **you** under the **policy** first issued and will refund any duplicate premium which has been made.
11. **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.
12. **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** which may result in a claim under this **policy**.
3. **Document**
Original documentation together with fully completed Claim Form signed by the treating **physician** and copies of the medical sick leave certificates 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 shall employ the services of a registered **physician** and shall undergo any treatment such **physician** shall deem necessary. **You** 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**
The benefit payable under the Table of Benefit as stated above in relation to **your** coverage shall be paid to **you**. However, in the event **you** die before the payment of benefit can be paid, **we** will pay the payment of benefit to **your** legal personal representatives as stated below, provided such legal personal representatives comply with all the terms and conditions of this **policy**.

(i) if **you** are married at the time of payment, **your** legal personal representatives shall be **your** spouse and children, if any.
(ii) if **you** are not married at the time of payment, **your** legal personal representatives shall be **your** 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 you:
 - 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 **you** would or could earn income or remuneration from engaging in such sport.
 - c. engaging in or practising for any of the **hazardous activities**.
4. **Bodily injury** caused by: -
 - a. suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life),
 - b. pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
 - c. **you** 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. cosmetic or plastic surgery, dental care, any surgery, treatment unless it is medically necessary.
5. **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.
6. **Bodily injury** caused while committing or attempting to commit any unlawful act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.

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.

