



E-SafeGuard Personal Accident Insurance

A Guide to Your E-SafeGuard Personal Accident Policy

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IMPORTANT INFORMATION

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**.

You must 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 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 the information provided by **you** is not complete and accurate, **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

Your E-SafeGuard 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**.

Definition of Words

Some words and expressions in this **policy** have a specific meaning which is given below. Each word is printed in bold where it appears e.g. **insured person**

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**.

Child - means

Any person who has attained the age of 30 days and above and up to 17 years, is in full time education and financially dependent upon the **insured person** during the **Period of Insurance**.

Hazardous adventure(s) - means

Mountaineering, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, offshore activities including rafting or canoeing involving white water rapids, jet skiing, flying or other aerial activities, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 18 metres, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.

Home - means

Your usual place of residence in Malaysia.

Injury - means

Bodily **injury** suffered caused solely by an **accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

Insured Person/You/Your - means

The person named in the **Certificate of Insurance** which includes **you**, **your** legal spouse and unemployed and unmarried **child(ren)**, aged above thirty (30) days and below eighteen (18) years of age.

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**. Any one **period of insurance** shall not exceed 15 days. No extension to **period of insurance** is allowed after the **policy** has been issued.

Personal Effects - means

Handbags, wallets, purse, jewellery, watches, and handphones belonging to the **insured person**.

Snatch Theft - means

The act of forcefully snatching hand carried bag(s)/**personal effects** belonging to the **insured person** and fleeing the scene either by running, riding or pillion-riding a motor vehicle from the **insured person**, who was, at the time of such act, a pedestrian at a public walkway or in a public place outside his/her residence or place of work.

Rob or Robbery - means

The act of theft or in committing the theft, or in carrying away property obtained by the theft, the offender to achieve that purpose, voluntarily causes any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.

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

MSIG Insurance (Malaysia) Bhd.

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**.

Policy - means

The insurance contract which consists of this policy wording, **Certificate of Insurance** and **Endorsement** (if any).

Premium - means

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

Insuring Clause

In consideration of the **insured person** paying **us** the required **premium**, **we** agree to pay the **insured person** or in respect of **accidental** death to the nominee of the **insured person** or lawful executor or administrator the benefit described in this **policy** in respect of an event occurring during the **Period of Insurance**.

| Benefits | Adult (RM) | Child (RM) |
|-----------------------------------------------------------|------------|------------|
| Section 1 – Personal Accident | | |
| 1.1 Accidental Death | 100,000 | 50,000 |
| 1.2 Permanent Total Disablement | 100,000 | 50,000 |
| 1.3 Permanent Partial Disablement | 50,000 | 25,000 |
| Section 2 – Medical Expenses and Other Expenses | | |
| 2.1 Medical Expenses | 2,000 | 2,000 |
| 2.2 Loss of Personal Effect (due to Snatch Theft/Robbery) | 200 | NIL |

Section 1 - PERSONAL ACCIDENT**Benefits 1.1 - Accidental Death**

We will pay the amount specified under Benefit 1.1 for bodily **injury** sustained by the **insured person** and caused by an **accident** occurring within one year of the happening of the event and which is independently solely results in his/her death.

We will not pay more than RM50,000 if the **insured person** is a **child**.

Benefits 1.2 - Permanent Total Disablement

We will pay the amount specified under Benefit 1.2 for bodily **injury** sustained by the **insured person** and caused entirely by **accident** occurring within one year of the happening of the event and which independently and solely results in permanent total disablement as shown below:

- a) Total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs.
- b) Permanent and total disablement from engaging in employment or occupations of any and every kind.

We will not pay more than RM50,000 if the **insured person** is a **child**.

Benefits 1.3 - Permanent Partial Disablement

We will pay the amount specified under Benefit 1.3 for bodily **injury** sustained by the **insured person** and caused entirely by **accident** occurring within one year of the happening of the event and which independently and solely results in permanent partial disablement as shown below:

- a) Total and permanent loss of sight in one eye except perception of light.
- b) Total and permanent loss of lens of one eye.
- c) Total loss by physical severance or total and permanent loss of use of four fingers of one hand.
- d) Total and permanent loss of speech.

We will not pay more than RM25,000 if the **insured person** is a **child**.

Exclusion Under Section 1

For each **insured person**, **we** will not pay:

- a) More than one of the benefits resulting from the same **injury**.
- b) Injuries arising from manual work in connection with any trade, employment and profession.

Section 2 - MEDICAL EXPENSES AND OTHER EXPENSES

Benefits 2.1 - Medical Expenses

For each **insured person**, we will reimburse:

- a) up to the amount specified under Benefit 2.1 for the necessary and reasonable medical, surgical and hospital charges which are incurred as a result of an **accidental** bodily **injury** during the **Period of Insurance**.

For each **insured person**, we will not pay:

- a) follow-up medical expenses incurred 30 days after **your policy** expiry date.
- b) fees or charges for repairs to or for the provision of dentures or artificial teeth.
- c) any dental work involving the use of precious metals.
- d) dental treatment/repairs where the cause is due to normal wear and tear or normal maintenance of dental health.
- e) any charges for traditional treatment including acupuncture.
- f) ophthalmological care, eye glasses, contact lenses and hearing aids or prescriptions for the same.

Benefits 2.2 - Loss of Personal Effect (due to Snatch Theft/Robbery)

For each **insured person**, we will reimburse up to the amount specified under Benefit 2.2 and limit to one event during the **period of insurance**. Any claim must be accompanied by proof of purchase and a certified true copy of a police report which includes details of **snatch theft/robbery** to the **insured person** and must lodge with the police within twenty four (24) hours of the occurrence of **snatch theft/robbery**. For each **insured person**, we will not pay the occurrence of **snatch theft/robbery** in the **insured person's home**.

This benefit is not applicable if the **insured person** is a **child**

General Exceptions

1. We will not pay for any deterioration of, or loss of, or damage to property, or any compensation or any **injury**, death or medical expense caused by or contributed to, or arising from:
 - a) war, invasion, act of foreign enemy, 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.
 - c) HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
 - d) delay, confiscation, detention, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country.
 - e) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
 - f) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - g) persons below 30 days and over 70 years of age at the commencement of the **Period of Insurance**.
 - h) the **insured person** travelling for the purpose of obtaining medical treatment or travelling against the advice of any medical practitioner.
 - i) disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental illness
 - j) any loss due to **your** involvement in unlawful activities.
 - k) **you** travelling in a non-fully licensed passenger carrying aircraft.
 - l) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
 - m) **your** suicide, self-**injury** or wilful exposure to peril (other than in an attempt to save human life).
 - n) **you** being under the influence of drugs or other substance abuse (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction).
 - o) solvent abuse.
 - p) **you** being under the influence of alcohol or intoxicating liquor.
 - q) **you** participating in a **hazardous adventure**.
 - r) **your** pregnancy, childbirth, miscarriage, abortion or menopause.
 - s) sexually transmitted diseases.
 - t) cosmetic surgery.
 - u) motorcycling (as a rider or pillion)
 - v) **our** maximum aggregate liability in respect of all **insured persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM15,000,000 or the aggregate amount of compensation payable in respect of such **insured persons**, whichever is the less.

General Conditions

1. **Misrepresentation**

The cover provided by this insurance will end in relation to all **insured persons** if there is any fraud, intentional exaggeration or intentional misrepresentation by the **insured person** or anyone acting for the **insured person** in relation to a claim under this insurance.
2. **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.
3. **Reasonable Precaution and Material Changes**

We act in good faith in all **our** dealings with **you**. Equally, the payment of claims happening during the **Period of Insurance** is dependent on the **insured person** observing the following:

 - a) taking ordinary and proper care to safeguard against **accident, injury** or death as if the insurance was not in force
 - b) not travelling contrary to medical advice or specifically to obtain medical treatment
 - c) no alteration and/or additions to the printed terms and conditions of the **Certificate of Insurance** are valid unless initialed at **our** office
4. **Changes in Circumstance**

If there is any change in **your** residence and / or eligibility, **we** must be informed immediately in writing.
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 **accidental injury**, **we** will pay the **accidental** death benefit. If at any time after **we** have paid the benefit, the **insured person** is found to be living, the payment must be refunded to **us**.
8. **Residence**

The **insured person** must be a Malaysian citizen or permanent resident residing in Malaysia for at least 40 weeks in any 52 weeks period whilst the cover is in force and must inform **us** as soon as reasonably possible of any change of residence.
9. **Eligibility**

This **policy** is applicable to **insured persons** aged from 30 days to 70 years.
10. **Limit of Compensation**

The **insured person** is entitled to purchase only one E-SafeGuard 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.
11. **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.
12. **Limit Per Conveyance**

Our maximum aggregate liability in respect of all **insured persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM15,000,000 or the aggregate amount of compensation payable in respect of such **insured persons**, whichever is the less

13. **Off Duty Clause**

This **Policy** shall be in force and shall be applicable only in respect of **accidental** death/permanent disablement/**injury** taking place during the period the **Insured Person** is not at work and / or not on official duty. For the avoidance of doubt, this **Policy** does not extend to cover the **Insured Person** in respect of **accidental** death/permanent disablement/**injury** arising directly or indirectly from occupation stated below. Subject otherwise to the terms and conditions of the **Policy**.

List of Occupations (Applicable to Off Duty Clause):-

- a) Aircrew or Ship Crew including Pilots
- b) Professional Sports, racing involving the use of mechanically powered driven vehicles and/or craft, or trial of speed or reliability
- c) Divers, Seamen, Fishermen and Stevedores
- d) Explosive Handlers/Makers
- e) Firemen, Military and Law Enforcement personnel including Policemen
- f) Professional Entertainers
- g) Construction/Tunneling or Underground Workers
- h) Oil Rig Workers
- i) Mining Workers
- j) Timber Loggers and Workers
- k) Window Cleaners working at height above 30 feet
- l) Circus Performers/Stuntmen
- m) Money Lender/Money Changer/Debts/Bill Collector and Car Repossessor
- n) Guest Relation Officers
- o) Security Guard, Bodyguard and Watchman including Jockeys.
- p) Heavy Machinery/Excavator Operator
- q) Amusement parks/Arcades/Entertainment centre worker
- r) Taxi/bus/truck driver/despatch

Claims Conditions

1. **Condition Precedent**

The payment of claims under this **policy** is dependent upon observance of its terms and conditions by the **insured person** or any other claimant.

2. **Fraud**

The **insured person** or anyone acting on his behalf must not make any fraudulent, false or exaggerated claims including submission of forged or falsified documents or use fraudulent means or devices to obtain benefits, otherwise **we** shall be under no obligation to make any payment under this **policy**.

3. **Advice of Loss**

Written notice of any event likely to give rise to a claim should be submitted to **us** as soon as reasonably possible and in any case not later than fourteen (14) days of the **accident** causing **injury**.

4. **Document**

All certificates, information and evidence must be provided at the expense of the **insured person** or claimant in the form and nature required. In the event of death of the **insured person**, **we** shall require sight of death certificate and shall be entitled to have a post-mortem examination at **our** expense. Immediate notice in writing stating the time and place of any inquest appointed should be given to **us** before interment or cremation.

5. **Medical Examination**

The **insured person** shall employ the services of a registered doctor and shall undergo any treatment the doctor deem necessary. The **insured person** may have to undergo further medical examination required by **us** at **our** expense.

6. **Arbitration**

All differences arising out of this **policy** shall be referred to the arbitration of some person to be appointed in writing by both parties, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party and in the case of disagreement between the Arbitrators, to the decision of an Umpire, who shall have been appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against **us**. If **we** shall disclaim liability to the **insured person** or his legal representatives for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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 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 OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTELELINK or BNMLINK:

- a. OMBUDSMAN FOR FINANCIAL SERVICES (OFS)

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
Website : www.ofs.org.my

- b. LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)

(Walk-in Customer Service Centre)

Ground Floor, D Block,
Jalan Dato' Onn,
50480 Kuala Lumpur.

Telephone : 03 - 2698 8044
Extension : 8950 / 8958 (BNMLINK General Line)

- c. CONTACT CENTRE (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia,
P.O.Box 10922,
50929 Kuala Lumpur.

Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)
Overseas : 03 - 2174 1717
Facsimile : 03 - 2174 1515
Email : bnmtelelink@bnm.gov.my

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.msg.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."