

## A Guide to Your Gig PA Insurance

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## IMPORTANT INFORMATION

### 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/ Accidental**

means 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**.

### **Endorsement**

means a written alteration to the terms, conditions and limitations of the **policy**.

### **Hazardous Activities**

means mountaineering or abseiling necessitating the use of ropes and other climbing equipment, offshore activities beyond 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 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.

### **Injury/Injuries**

means a bodily **injury** occurring during the **period of insurance** which is the direct result of an **accident** in a claim for death or disablement. This is extended to bodily **injury** as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental** bodily **injury**), naturally occurring condition or degenerative process or the result of any gradually operating cause.

### **Insured/ Insured Person/ You/ Your**

means each individual person as described in the **Schedule** and has a valid licence to ride a **motorcycle**.

### **Legal Representatives**

means the individual person(s) or Public Trustee or trust company who/which would be legally entitled to receive policy moneys payable under the **policy** in accordance to Schedule 10 of the Financial Services Act 2013 in respect of **accidental** death to the **insured person**.

### **Medical Practitioner/ Doctor**

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

### **Motorcycle**

means the **motorcycle** owned by the **insured** at the time of **accident**.

### **NCD Entitlement**

means the No Claim Discount applicable to the **motorcycle** of the **insured** at the time of **accident**.

### **Period of Insurance**

means the period for which **you** are insured.

### **Policy**

means **your** insurance contract which consist of the **policy** wording, **schedule** and any **endorsement**.

### **Premium**

means any amount **we** require **you** to pay under this **policy** and includes the prevailing government charges.

### **Sum Insured**

means the sum specified against each of the Benefits stated in **the schedule** of benefits which is the maximum amount **we** will pay in the event of a claim.

### **Schedule**

means details of the **insured person** and certain elements of the insurance provided. The **schedule** is part of the **policy**.

### **We/ Our/ Us/ MSIG/ the Company**

means MSIG Insurance (Malaysia) Bhd.

## Table of Benefits

NCD Entitlement	Less than 25%	25%
Benefits	Compensation (RM)	
(A) Accidental Death	25,000	50,000
(B) Permanent Total Disablement	25,000	50,000
(C) Hospital Income (per day, max up to 30 days)	120	

## Description of Benefits

### Personal Accident

We will pay you or legal representatives for injury as per defined in the policy. The sum insured of Accidental Death or Permanent Total Disablement benefit will be determined in accordance to the NCD entitlement of your motorcycle at the time of accident. The highest NCD entitlement will be taken into consideration if you have more than one (1) motorcycle at the time of accident.

The compensation for death or disablement (the Benefits) as described below if the insured person is injured and within one (1) year of its happening the injury is the sole cause of the death or disablement. This policy provides twenty-four (24) hours worldwide cover.

Benefits	Compensation
<b>A. Accidental Death</b>	The sum insured specified in the Table of Benefit
<b>B. Permanent Total Disablement</b>	Percentage The sum insured specified in the Table of Benefit
As specified below:	
1. Total Permanent Disablement from engaging in or attending to employment / occupation of any and every kind	100%
2. Total Paralysis or Permanently Bedridden	100%
3. Loss of one or both hands	100%
4. Loss of one or both feet	100%
5. Loss of one or both eyes	100%
<b>C. Hospital Income</b>	
We will pay you a daily cash allowance as specified in the policy for each full day you are confined in a hospital during the period of insurance for treatment of a covered bodily injury, up to a maximum of 30 days.	

### Compensation Limits for Insured Person

1. For Benefit B, "Loss" with reference to hand or foot shall mean complete loss of use or severance through or above the wrist or ankle joint.
2. Compensation shall not be payable to insured person for:
  - a. Benefit A in addition to Benefit B if death occurs subsequently solely caused by and within one (1) year of the injury.
  - b. more than 100% of the capital sum insured for Benefit A to Benefit B. When 100% of the benefits becomes payable, this policy shall cease thereafter.

## General Exclusions

We will not pay compensation for:

1. Injury, 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. 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 influence of drugs (other than those prescribed by a registered **medical practitioner** but not when prescribed for the treatment of drug addiction),
- d. **Terrorism Exclusion:**  
The insurance by this **policy** excludes:  
death, disability, loss, damage, destruction, any legal liabilities, cost or expenses including consequential loss 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;
  - i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - ii) any act of terrorism including but not limited to the use or threat of force, violence and/or 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
  - iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

If the **Company** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured person**.
- e. **Political Exclusion:**  
This insurance does not cover any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority.
  - ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such.
- f. flying, other than while travelling as a fare-paying passenger on a fully licensed aircraft.
- g. while engaging in or practicing for any of the **hazardous activities**.

## General Conditions

The conditions which appear in the **policy** or in any **endorsement** are part of the contract and must be complied with. They are where their nature permits condition precedent to the right to recover from **us**.

1. **A duty to comply with the Condition**  
**We** will only be liable to make any payment under this **policy** if you have at all times complied with the terms, provisions, conditions and **endorsements** of this **policy**.
2. **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.
3. **Notice**  
**You** must advise **us** in writing as soon as **you** are aware of any change in the employment, occupation, duties or pursuits of any **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.
4. **Discharge**  
**Your** receipt or that of **your** legal personal representatives or **Legal Representatives** of any persons to whom any benefit is expressed to be payable in accordance to the law, shall in all cases effectively discharge **our** liability.
5. **Renewal**  
This **policy** may be renewed from year to year by mutual agreement between **you** and **us** but in any case shall terminate in respect of any **insured person** at the end of the **period of insurance** during which that **insured person** attains the age of seventy (70) years.
6. **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**.

7. **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.
8. **Cancellation**  
You may cancel the policy at any time by notifying us in writing. Except for cancellation within the free look period, 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 benefit 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.
9. **Cash Before Cover**  
You must pay the premium before the coverage under this policy is effective. The insurance shall not be effective unless the premium due has been paid.
10. **Age Limit**  
The age limits for any insured person covered in this policy is subject to a minimum of sixteen (16) years up to a maximum of sixty-five (65) years on the date of first enrolment and renewable up to seventy (70) years.
11. **Residence**  
You must be a Malaysian citizen or permanent resident residing in Malaysia for at least forty (40) weeks in any fifty-two (52) weeks period whilst the cover is in force. You must inform us as soon as reasonably possible of any change of residence.
12. **Protection, Reasonable Precaution and Material Changes**  
You shall take all reasonable and proper precaution to prevent and minimize any accident, injury or death and we must be informed immediately in writing of any material information or change of circumstances which may increase the possibility or likely quantum of a claim under this policy.
13. **Disappearance Clause**  
We shall presume death to have been suffered by the insured person if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads us to the conclusion that death was caused by an injury. However, if at any time after payment of compensation for such death the insured person is found to be living, such compensation shall be refunded to us.
14. **Exposure**  
If an insured person suffers an injury and thereafter in consequence of that injury suffers death or disablement as a result of exposure to the elements of natural perils, we will consider such death or disablement as having been caused by an injury.
15. **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 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.
16. **Limit of Compensation**  
The insured is entitled to purchase only one Gig PA 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 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/her the highest compensation benefit. Where the compensation benefit under such policy is identical, we will pay to the insured under the policy first issued and will refund any duplicate premium which has been made.
17. **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.
18. **Applicable Law**  
This policy is governed by and shall be construed in accordance with the laws of Malaysia.

## Claims Conditions

1. **Condition Precedent**  
The payment of claims under the 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. **Advise of Loss**  
You must report in writing to us within thirty (30) days full details of any injury which may result in a claim under this policy. We reserve the right to request for substantiating documents and/or applicable reports at your expense.
3. **Document**  
All certificates, information and evidence must be provided at your expense or at the expense of any claimant in the form and nature required. In the event of death of the insured person we shall require sight of the death certificate and may require a post-mortem examination at our expense. A copy of motorcycle insurance policy of the insured person must be submitted to us.
4. **Medical Examination**  
You or the insured person shall employ the services of registered medical practitioner and the insured person shall undergo any treatment such practitioner 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 the 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 you or your personal 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.
6. **Payment of Benefits**
  - a. In respect of any accidental death benefits payable under the Table of Benefits as stated above in relation to the coverage to the insured person, it shall be paid in accordance to Schedule 10 of the Financial Services Act 2013.
  - b. In respect of any benefits payable (except any accidental death benefits) 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 before the payment of benefits can be paid to the insured person, the insured person dies, so under this circumstance, we will pay the payment of benefits to the insured person's legal personal representatives provided such legal personal representatives comply with all the terms and conditions of this policy.

## 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](http://www.fmos.org.my)
  - b. **BNMLINK**  
4<sup>th</sup> Floor,  
Podium Bangunan AICB,

No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Telephone : 1-300-88-5465 or  
                  +603 2174 1717 (for overseas calls)  
Website : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)  
Physical Visits : By appointment only via eLINK form at [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK) 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](http://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.

## Nomination

The person(s) nominated by a policy owner to receive death benefit payable under this policy.

- a. Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim policy owner shall create a trust in favour of the nominee of the policy moneys i.e. death benefit payable upon the death of the policy owner, if:-
  - i) the nominee is his/her spouse or child; or
  - ii) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).
- b. A nominee of a Muslim policy owner upon receipt of the policy moneys shall distribute the policy moneys in accordance with Islamic law.

Note: The words "policy owner", "policy moneys" and "child" used in this Nomination clause has the meaning assigned to it in the Financial Services Act 2013.

### "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 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 Insured Person, advice should at once be given to the Company and the Policy returned for attention.