



**PREMIER PERSONAL
ACCIDENT PLAN
(ANNUAL COVER)**

With Effective From 1 April 2015

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.

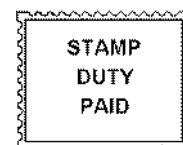
If any of the information on which this insurance is based is incorrect, inaccurate or changes after you purchased your Policy and during the period of your Policy, please provide us with the details by contacting your Insurance Advisor or our nearest MSIG Branch.

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.



Personal Accident Policy

A Guide to Your Personal Accident Policy

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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, e.g. **Insured Person**, **Injury**, etc.

Insured / Insured Person / You / Your

means each of the persons described as such in the Schedule.

We / Us / MSIG

means MSIG Insurance (Malaysia) Bhd.

The Schedule

means details of the **Insured Person** and certain elements of the insurance provided. **The Schedule** is part of the Policy.

Injury

means 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.

Medical Practitioner

means any person qualified by a degree in western medicine and legally licensed and authorised to practice medicine and surgery.

How Your Insurance Operates

Your MSIG Personal Accident Policy is a contract between **us**, the Company, and **you, our Insured** named in the **Schedule**. The application form, declaration and information given is the basis of this contract.

In consideration of your paying to us the required Premium, **we** agree to indemnify **you** in the manner and to the extent described in the Policy and in the **Schedule**, in respect of events occurring during the Period of Insurance, or any subsequent period for which **you** pay and **we** accept the required Premium.

Section I

Personal Accident

We will pay you for Injury:

The compensation for death or disablement (the Benefits) as described below if the **Insured Person** is injured and within two years of its happening the **Injury** is the sole cause of the death or disablement.

Benefits		Compensation
1.	Accidental Death	The Sum Insured specified in the Schedule
2.	(i) Permanent Total Disablement as specified below	Percentage of The Sum Insured specified in the Schedule
	a. Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%
	b. Total and permanent loss of all sight in one or both eyes	100%
	c. Total loss by physical severance or total and permanent permanent loss of use of:	
	One or two limbs	100%
	One or two hands	100%
	Arm above the elbow	100%
	Arm at or below the elbow	100%
	Leg above the knee	100%
	Leg at or below the knee	100%
	d. Permanent total insanity	100%
	(ii) Permanent Partial Disablement as specified below	A sum equal to percentage of the Sum Insured specified in the Schedule . The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one Insured Person :
	a. Total and permanent loss of:	
	Sight in one eye except perception of light	50%
	Lens of one eye	50%
	b. Total loss by physical severance or total and permanent loss of use of:	
	Thumb and four fingers of one hand	70%
	Four fingers of one hand	45%
	Thumb (two phalanges)	25%
	Thumb (one phalanx)	10%
	Index finger (three phalanges)	15%
	Index finger (two phalanges)	8%

SCSPA2-07/07



MSIG Insurance (Malaysia) Bhd (46983-W)

Bancassurance Department, Level 16, Menara Hap Seng 2, Plaza Hap Seng, No. 1, Jalan P. Ramlee, 50250 Kuala Lumpur.
Call us at 1-800-88-6163. Monday to Friday (8.30 a.m. to 5.30 p.m.) Excluding public holidays.

Index finger (one phalanx)	4%
Middle finger (three phalanges)	10%
Middle finger (two phalanges)	4%
Middle finger (one phalanx)	2%
Ring finger (three phalanges)	8%
Ring finger (two phalanges)	4%
Ring finger (one phalanx)	2%
Little finger (three phalanges)	6%
Little finger (two phalanges)	3%
Little finger (one phalanx)	2%
All toes of one foot	17%
Great toe (two phalanges)	5%
Great toe (one phalanx)	2%
Any other toe	3%
c. Total and permanent loss of:	
Hearing in two ears	75%
Hearing in one ear	25%
Speech	60%

Where the **Injury** is not specified, we reserve the right to adopt a percentage of compensation which in our opinion is not inconsistent with the provisions of the Schedule.

Convalescence Allowance

RM5,000

Necessary alteration to dwelling or motor vehicle and any other medical aids should the **Insured Person** be continually dependent on wheelchair for a period of not less than 6 months.

3. Renewal Bonus Benefit

The Lump Sum Benefit of Benefits 1, 2a, 2b, 2c shall be increased by 5% each year upon renewal up to a Period of 10 continuous renewable years provided no such claims have been incurred and made under the policy. Subject to a maximum increase of 50 % of the original Benefit.

4. Public Conveyance Double Indemnity Benefit

Any injury sustained whilst riding solely as fare-paying passenger in any public conveyance licensed to carry passengers for hire which shall include bus, taxi, airplane, train and ship. The Lump Sum Benefit 1, 2a, 2b, 2c shall be doubled.

5. Medical Expenses

Medical, surgical, hospital, nursing home and nursing fees or charge incurred within 104 weeks of the happening of the **Injury**, provided that all such fees or charges are necessarily and reasonably incurred for professional services from a fully qualified and registered **Medical Practitioner** at a hospital prescribed by such **Medical Practitioner**

As stated in the **Schedule** and subject to an aggregate of three times the limit during the Period of Insurance.

6. Bereavement Benefit costs

A lump sum compensation is provided for the of Burial or Cremation upon the death of an Insured Person.

NB : All Extra Benefits are subject otherwise to the Terms, Exception, Conditions and Age Limit Warranty under this Policy.

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Overall Compensation Limit

Our maximum aggregate liability in respect of all **Insured Persons** traveling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit specified in the **Schedule** or the aggregate of the amount of Compensation payable in respect of such **Insured Persons**, whichever is the less.

Compensation Limits in respect of any one Insured Person

1. We shall not pay for:
 - a. any specific **Injury** under Benefit 2 where, for that same Injury greater compensation is payable for another part of Benefit 2 which includes that specific **Injury**,
 - b. Benefit 1 in addition to any Benefit 2 if caused by the same **Injury**, except that if a payment has been made under any part of Benefit 2 and death occurs subsequently solely caused by and within 104 weeks of the **Injury** then **we** will pay any difference if the compensation payable for Benefit 1 is greater than that already paid for Benefit 2,
 - c. more than 100% in aggregate for any or all of Benefit 2 for any one **Insured Person**,
 - d. Benefit 2 - total and permanent disablement from engaging in or attending to employment or occupation of any and every kind until the total amount of compensation shall have been ascertained and agreed.

Compensation Limits in respect of any one child

1. Compensation is limited up to 10% of Benefits 1 and 2 only any one child.



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Personal Liability

<p>1. All sums which the Insured Person shall become legally liable to pay for compensation in respect of :</p> <p style="margin-left: 20px;">a. accidental bodily injury to any person</p> <p style="margin-left: 20px;">b. accidental damage to property</p>		<p>Limit of Liability as specified under Benefit 1 of the Schedule</p>
<p>2. All costs and expenses of litigation recovered by any claimant against the Insured Person in respect of claims against the Insured Person for compensation to which the indemnity expressed in this Section applies.</p>		<p>Unlimited for any one Period of Insurance</p>
<p>3. All costs and expenses of litigation incurred with our written consent in respect of claims against the Insured Person for compensation to which the indemnity expressed in this Section applies</p>		

Special Provisions

The Company shall presume death to have been suffered by the **Insured** if he or she is missing for twelve consecutive months, and sufficient evidence is provided that leads to the conclusion of the Company that death was caused by a Bodily **Injury**. However, if at any time after payment of Benefits for such death the **Insured** is found to be living, such Benefits shall be refunded to the Company.

b. 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.

c. Cyber Risk Clause (Information Technology Hazards Clarification Clause)
The indemnity expressed in this Policy shall not apply to liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds' own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

d. Off Duty Clause
It is hereby declared and agreed that 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 and / or on official duty. Subject otherwise to the terms and conditions of the Policy.

- 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/Tunnelling or Underground Workers
- h) Oil Rig Workers
- i) Mining Workers
- j) Timber Loggers and Workers

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- 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

General Exceptions

In respect of cover for **Section I**, we will not pay compensation for:

1. Injury, death, loss, damage, cost or expense of whatever 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 or death** caused by:
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, acts of terrorism
 - 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. suicide, self-injury or willful exposure to peril (other than in an attempt to save human life) or unlawful act,
 - d. pregnancy, childbirth or pre-existing physical or mental defect or infirmity,
 - e. the **Insured Person** being affected by a drug unless the drug is taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction),
 - f. directly or indirectly arising out of or consequent upon or contributed to HIV (Human Immunodeficiency Syndrome) 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.
3. **Injury or death** caused to the **Insured Person** whilst engaging in:
 - a. air travel except as a passenger in a fully licensed passenger carrying aircraft,
 - b. any crew, trade, technical or sporting activity in connection with an aircraft
4. **Injury or death** caused to the **Insured Person** whilst engaging in or practicing for:
 - a. parachuting,
 - b. hang gliding,
 - c. any kind of race (other than on foot or swimming) or trial of speed or reliability,
 - d. mountaineering

The indemnity expressed in **Section II** shall not apply to nor include :

1. Liability assumed by an **Insured Person** by agreement and which would not have attached in the absence of such agreement,
2. Liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the **Insured Person** if such liability is in respect of injury, illness or disease arising out of and in the course of the employment of such person by the **Insured Person**, or any sums payable by the **Insured Person** under legislation relating to occupational injury, illness or disease,
3. Liability in respect of loss of or damage to property :
 - a. belonging to the **Insured Person**
 - b. in the charge or under the control of the **Insured Person** or of any servants or agents of the **Insured Person**.
4. Liability in respect of **Injury** to any person who is a member of the **Insured Person's** own family or a member of the **Insured Person's** household.

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5. Liability in respect of **Injury** or damage caused by or in connection with or arising from :
 - a. the ownership or possession or use by or on behalf of the **Insured Person** of any animal (other than a dog or cat) aircraft motor cycle vehicle vessel firearms of all types or craft of any kind.
 - b. the ownership possession or use by or on behalf of the **Insured Person** of any land or building
 - c. any employment profession or business of an **Insured Person** or anything done in connection with or for the purpose thereof
6. Liability in respect of which the **Insured Person** is or would be but for the existence of this Section indemnified under any other policy of insurance, in such case the indemnity under this Section shall not apply until the full amount of indemnity under such other policy has been applied as far as it shall go in satisfaction of the liability.
7. Liability of whatsoever nature for :
 - a. personal **Injury** or loss of or damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination
 - b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substance
 - c. fines, penalties, punitive or exemplary damages.
8. "All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a. asbestos, or
 - b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos"

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

General Exception (which apply to the whole policy) :

This policy does not cover any death, disablement (permanent and temporary), expenses or liability directly or indirectly caused by or contributed to or arising from or in consequence of **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.

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 conditions precedent to the right to recover from us.

1. **Material Fact**
The Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure of any material fact.
2. **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.
3. **Discharge**
Your receipt or that of your legal personal representatives or of any persons to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability.
4. **Renewal**
This policy may be renewed from year to year by mutual agreement between the **Insured** 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 years.
5. **Cancellation**
You may cancel this policy at any time by letter. The refund of premium is based on pro-rate basis and subject to our retaining the minimum premium of RM35.00. We may cancel your Policy or any Section 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.

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6. Cash Before Cover

If this insurance policy covers the personal interest of the policy holder, the following condition shall apply :

This insurance shall not be effective unless the premium due has been paid. The premium warranty condition stated in the policy is hereby deleted.

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 must contact and provide written notice to **us** with full details within seven days upon receiving notice of or sustaining any accident, loss or damage. **You** must also tell **us** if **you** know of any writ, summons or prosecution against **you**. **You** must immediately send **us** every letter or document which relates to a claim.

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.

4. Medical Examination

You or the **Insured Person** shall employ the services of a 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. Liability

You, or any person acting for you, must not negotiate any claim or admit or deny liability without our written permission. At any time after the happening of any occurrence giving rise to a claim or series of claims under Section II of this Policy **we** may pay to you the full amount of our liability or any smaller sum for which those claims can be settled and relinquish the conduct of any claim defense or proceedings and **we** shall not be responsible for any damage loss or liability alleged to have been caused to the **Insured Person** in consequence of any alleged act or omission of MSIG in connection with such claim defense or proceedings or of our relinquishing such conduct nor shall **we** be liable for any costs or expenses whatsoever incurred by the **Insured Person** of any claimant or other person after **we** shall have relinquished such conduct.

6. Legal Proceeding

We can defend and settle any legal action in your name. **We** can recover any payment **we** make under the Policy to anyone else at our own expense and for our own benefit and **we** can do it in your name. **You** will have to give **us** all information and assistance that **we** require. Any waiver of rights shall be at **your** expense.

7. 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 **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.

8. Contribution

When an incident results in a claim under Section II of this Policy and there is any other insurance which covers the same loss, damage, expense or liability **we** will pay only our proportionate share.

9. Misrepresentation

You or anyone acting on **your** behalf must not make any fraudulent, false or exaggerated claims, otherwise **we** shall be under no obligation to make any payment under this Policy.

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Premium Warranty

It is a fundamental and absolute special condition of this Contract of Insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this insurance. If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent who was not authorised to receive such premium shall lie on the Insurer.

Goods And Services Tax

The amount of premium payable by the **Insured** for this **Policy** includes an amount on account of the **GST** on the premium.

When the **Company** pays a claim, the **Insured's GST** status will determine the amount the **Company** pays.

When the **Insured** is:

- a. non-**GST registered person**, the **Company** will pay in full (including 6% **GST** if applicable) up to sum insured/limit of liability or the other limits of insurance cover;
- b. **GST registered person**, the **Company** will pay (excluding 6% **GST**) up to sum insured/limit of liability or the other limits of insurance cover if you are entitled to claim for **Input Tax Credit** from the Royal Malaysian Customs Department.

Definitions

For the purpose of this **GST** Clause:

“**GST**” means Goods and Services Tax and has the meaning assigned to it in the Goods and Services Tax Act 2014 (“**GST Act**”).

“**Input Tax**” means the **GST** incurred on any purchase or acquisition of goods and services by a taxable person for the purpose of making a taxable supply in the course or furtherance of business.

“**Input Tax Credit**” means the input tax claimable by a registered person.

“**Registered Person**” means a person who is registered under Part IV of the **GST Act** and a ‘non-registered person’ shall mean a person who is not registered under the **GST Act**.

IMPORTANT NOTICE

Any Policyholder/Insured Person who is not satisfied with the course of the action or decision of the Company, may seek redress or assistance with the FMB or alternatively to approach Bank Negara Malaysia's Customer Services Bureau, addressed below:

1. Ombudsman for Financial Services (664393P)
(Formerly known as Financial Mediation Bureau)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
Email: enquiry@ofs.org.my
Website: <http://www.ofs.org.my>
2. Customer Services Bureau (CSB)
Jabatan Pengawalan Insurans, Bank Negara
Malaysia P.O. Box 10922, Jalan Dato' Onn,
50480, Kuala Lumpur
Tel: 03 2698 8044
Fax: 03-2694 5986

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.

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