



Oyen Pet Insurance Master Policy

On Receipt of Your Policy

Please read this **policy** and **certificate of insurance** and should any of the details on **your certificate of insurance** be incorrect, or change is required, please advise **us** immediately.

Please read **your policy** and **certificate of insurance** carefully to make sure **you** understand:

- What is Covered
- What is Not Covered

A Guide to Your Pet Insurance Policy

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Policy information

This is a master policy which is specially arranged by Oyen Sdn Bhd and underwritten by MSIG Insurance (Malaysia) Bhd.

Cover is provided for each **insured person** who has paid the insurance premium and who is named on the **certificate of insurance** and is subject to the same terms, conditions and exclusions of the master policy.

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 anything that appears within **your policy, certificate of insurance** as well as any information relating to **your pet's** medical history. 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 the **policyholder** or **our** nearest **MSIG** Branch.

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

Insurance does not cover **you** against everything that can happen.

The heading does not form part of the **policy** wording.

In consideration of **you** paying to **us** the **premium** as specified in the **certificate of insurance, we** agree to indemnify the **Insured Person(s)** named in the **certificate of insurance** as declared by the **policyholder** subject to and in accordance with the terms, conditions and exclusions in the manner and to the extent described in the **policy** and **certificate of insurance** 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 the **pet** is covered for as shown on the **certificate of insurance** and the circumstances where the **pet** is covered and not covered.

Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in the **policy** or the **certificate of insurance** and are highlighted in the **policy** by being shown in bold print, eg. **policyholder, injury** and etc. Words in the singular shall include the plural and vice versa. Words referring to the masculine gender shall include feminine gender.

Accident/Accidental

Any sudden or unforeseen and unintended incident which happens during the **period of insurance** which results in bodily **injury** to the **pet**.

Certificate of Insurance

Sets out details of **your** coverage details. The **certificate of insurance** forms part of the **policy**.

Co-Payment

Is a percentage of the **veterinarian** fees **you** are responsible for from each claim and stated on **your certificate of insurance**.

Commencement Date

The original inception date of cover under this **policy** as shown in the **certificate of insurance**.

Condition

Any **accidental injury** or any manifestation of an **illness**.

Elective Treatment

A **treatment** that is beneficial to the **pet** but is not essential for survival.

Family

The **insured person's** spouse, children, parents, brother, sister or other relatives and who are residing with the **insured person**.

Illness

Physical disease, sickness or infection suffered by **your pet** as diagnosed by the **veterinarian**.

Injury

A physical and bodily injury to the **pet** caused by an **accident** as a result of external, violent and visible means, solely, directly, and independently of any other cause. It does not include food poisoning, sickness, disease, gradual physical or mental wear, bacterial or viral infection (unless this is a direct result of any **accidental injury**).

Maximum Benefit

The amounts shown in the Table of Benefits in the **certificate of insurance** as the maximum and total amount payable under each section of this **policy** during the **period of insurance**.

Medically Necessary

Medical services, **supplies** or **treatments** provided by a **veterinarian** to treat the **pet** which is:

- (a) consistent with symptoms or diagnosis;
- (b) appropriate and meet generally accepted veterinary practice standards;
- (c) not primarily for the convenience of the **policyholder, insured person, your veterinarian** or other providers; and
- (d) consistent with the most appropriate supply or level of services which can safely be provided to the **pet**.

Period of Insurance

The period for which the **pet** is covered.

Pet

The cat or dog as described and named in the **certificate of insurance**.

Policy

Your insurance contract which consists of this master policy wordings, **certificate of insurance** and any endorsement issued thereunder.

Policyholder

Is Oyen Sdn Bhd.

Portal

A website providing information of products and services maintained by the **Policyholder**

Pre-Existing Condition

Any **condition**, symptom or sign of the **condition** occurring or existing in any form, or complication directly resulting from or relating to that **condition** prior to the **period of insurance**. A **condition** may be considered pre-existing whether or not:

- (a) medical advice, diagnosis, care or **treatment** has been recommended for the **pet** by a **veterinarian**;
- (b) it was treated or is receiving **treatment** from a **veterinarian**;
- (c) the **pet** has clear and distinct symptoms and/ or would have been apparent to the **insured person** in the circumstances.

Premium

Any amount of money **we** require **you** to pay under the **policy**.

Renewal

Is a **policy** which has been renewed without any lapse of time upon expiry of a preceding **policy** with the same **insured person** and **pet**.

Supplies

Any item that is **medically necessary**, as determined by the **veterinarian**, that is safe and effective for its intended use, and that omission would adversely affect the **pet**.

Surgery

A medical procedure to treat **illness** and **injury** by operative manual and instrumental techniques. The procedure performed on **your pet** by a **veterinarian** and done in an operating theatre with the use of anaesthetic during the admission to the veterinary clinic/ hospital as an inpatient or outpatient.

Surgical Fees

Costs incurred for any **medically necessary surgery** performed by **your veterinarian on your pet for illness and injury**, including:

- (a) X-rays and laboratory tests fee;
- (b) operating theatre fee;
- (c) fees and charges for anaesthesia and oxygen to be administered;
- (d) miscellaneous expenses such as prescribed drugs, injections, dressings and other medical services and supplies related to a surgery.

Treatment

Any reasonable and customary examinations, consultations, hospitalisation, **surgery**, X-rays, medication, diagnostic tests, nursing and other care and procedures provided by a **veterinarian** to relieve or cure a disease, **illness** or **accidental injury** during the **period of insurance**, including euthanasia, only when the purpose of putting **your pet** to sleep is to relieve inhumane suffering following an insured **injury** or **illness**.

Veterinarian

A registered veterinary surgeon registered with Malaysia Veterinary Council in accordance with the Veterinarian Surgeons Act 1974 with a valid current Annual Practising Certificate or a temporary permit to practise in Malaysia, but excluding a **veterinarian** who is the **insured person** himself.

Veterinary Fees

The reasonable and customary cost of **treatment** of **your pet** or services provided by a **veterinarian**. If the fees charged are considered to be excessive or unreasonable by **us**, the benefits shall then be adjusted and paid based on the reasonable, customary and normal fees typically charged for similar **treatment** or services for that medical **condition** in the locality where the charge is incurred.

Veterinary Specialist

Is a **veterinarian** who has completed additional training in a specific area of veterinary medicine and has passed an examination that evaluates his knowledge and skills in that speciality area.

Waiting Period

The first fourteen (14) days from the **commencement date** of the first policy period during which a **condition** that occurs or shows symptoms or signs. This is applied only when the **pet** is first covered and shall not be applicable after the first year of cover. However, if there is a break in insurance, the **waiting period** will apply again.

We/Our/Us/MSIG/the Company

MSIG Insurance (Malaysia) Bhd.

Working Pet

Any **pet** involved in activities other than companionship or helping, including but not limited to racing, breeding, law enforcement, guarding or for other commercial use.

You/Your/Insured Person

The customer who is an individual person declared to **us** by the **policyholder** and named in the **certificate of insurance** and also the owner of the **pet**.

Insuring Clause

In consideration of **you** paying to **us** the required **premium**, we agree to pay **you** up to the **maximum benefit** as described in this **policy** in respect of any **illness** or **injury** occurring during the **period of insurance**.

Table of Benefits

BENEFITS		Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)
Medical Benefit				
Section 1	Veterinary Fees and Surgical Fees including :	3,500	5,000	8,000
	a) Clinic Overnight Stay	3 nights	Unlimited Nights	Unlimited Nights
	b) Post-surgical Treatment	30 days	60 days	60 days
Other Benefits				
Section 2	Burial or Cremation Costs	Nil	500	1,000
Section 3	Third Party Liability - applicable to cats only	Nil	10,000	30,000
	Third Party Liability - applicable to dogs only	5,000	30,000	50,000

Description of Benefits

Medical Benefit

Section 1 - Veterinary Fees and Surgical Fees

What is Covered	What is Not Covered
<p>We shall reimburse you for all veterinary fees and surgical fees incurred during the period of insurance for illness or injury up to the maximum benefit specified in the certificate of insurance.</p> <p>This section also covers any post-surgical treatment for your pet, up to sixty (60) days from the date of surgery, which includes follow-up consultations, diagnostic and laboratory services, examinations and investigations as required by your veterinarian.</p> <p>Special Conditions The post-surgical treatment must have resulted directly from the condition which the surgery was performed and be recommended by the veterinarian who performed the surgery.</p>	<p>We will not be liable for any claim arising from:</p> <ol style="list-style-type: none"> 1. a co-payment stated on your certificate of insurance. 2. Pre-existing condition. 3. An illness during the waiting period. 4. Costs incurred to purchase any aids, prosthesis including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers), any form of housing or bedding including cages and any palliative care. 5. The costs of any treatment relating to: <ol style="list-style-type: none"> (a) congenital illness; (b) training or therapy for behavioural illness; (c) cryptorchidism or ovariohysterectomy; (d) dentistry (except dental treatment due to an accident); (e) pregnancy, birth or breeding and any complications thereof; (f) surgical implants; (g) organ transplantation; (h) elective treatment and cosmetic surgeries. 6. Non-essential boarding and hospitalisation, treatment, tests or diagnostic procedures. 7. Costs relating to a second opinion if you decide to take your pet to seek subsequent treatment from a different veterinarian for the same illness or treatment from a veterinarian specialist. 8. Routine and preventative treatments including and not limited to the cost of any pet food and/or supplements, preventative vaccinations, spaying, castration, routine removal of dew claws, killing and controlling fleas, treating round worms and tapeworms, ticks, mites, grooming and nail clipping or any complications arising from these treatments. 9. Costs incurred to remove a foreign object swallowed by your pet. 10. Treatment incurred after the expiry of policy for which there has not been any subsequent renewal. 11. More than the veterinary fees maximum benefit for the combined treatment costs of all injuries and illnesses during the period of insurance.

Other Benefits

Section 2 - Burial or Cremation Costs

What is Covered	What is Not Covered
<p>We shall reimburse you the cost up to the maximum benefit specified in the certificate of insurance for the burial or cremation and/or handling charges from the veterinary clinic/hospital or service providers in respect of the handling of the remains of your pet during the period of insurance.</p>	<p>We will not be liable for any costs if death of your pet arises from any of the exclusions under Section 1.</p>

Section 3 – Third Party Liability

What is Covered	What is Not Covered
<p>We will pay you up to the maximum benefit specified in the certificate of insurance inclusive of all legal costs and expenses incurred with our written consent in the defense and settlement of any claims for any one policy period which you and your family shall become legally liable to pay as compensation for:</p> <p>(a) Accidental injury to third parties caused by your pet; and/or</p> <p>(b) Accidental damage to property belonging to third parties caused by your pet</p> <p>during the period of insurance within Malaysia.</p> <p>Special Conditions</p> <ol style="list-style-type: none"> You must tell us about any incident that could result in a claim. You must send us any writ, summons, legal documents or other communication you receive immediately. You must not admit responsibility or make any offer or promise of payment or negotiate without our permission in writing. You must not reply to any communication you receive without our permission. 	<p>We will not be liable for:</p> <ol style="list-style-type: none"> The first RM500 or RML,000 for every claim, based on the plan selected, if applicable. Loss or damage to property in your ownership, custody, care or control or of your family or of any person residing with you or under your service. Accidental injury to or illness contracted by you, your family, or any person residing with you or under your service. Any claim if a person catches a disease or virus directly or indirectly from your pet. Fines, penalty, surcharge or late payment. Punitive, aggravated or exemplary damages. Any claim arising from or involving your pet being at any place for which it is prohibited. This includes, but is not limited to contravention of any rule, regulation, deed of mutual covenant or legislation. Any claim arising from an occurrence in connection with your profession, occupation or business. Any liability assumed by you under any contract or agreement unless such liability would have attached in the absence of such agreement. Judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

General Exclusions

The following exclusions are applicable to all sections of this **policy**.

We will not be liable for any claim arising from, or as a result of:

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or;
 - Any act of terrorism including but not limited to
 - the use of threat of force, violence, and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, not 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.
- Ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear materials.
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear equipment.
- Destruction of **your pet** that is banned or restricted or deemed dangerous or as a result of intentional slaughter by the Government or Public or Local Authority.
- Mistreatment, malicious or willful **injury** to or **your** neglect of **your pet**, or by any member of **your** household, or anyone employed or contracted by **you**.
- An **accident** relating to the use of **your pet** for commercial, occupational, professional or business purposes including but not limited to racing, breeding, law enforcement or guarding.
- Your pet** not named in the **certificate of insurance**.
- Pre-existing condition**.
- Any claims that occurred if **your pet** does not fall within the eligibility.
- Any claims that occurred outside Malaysia.
- Any claims involving **your pet** that is not permanently and positively identifiable by means of a microchip in the case of a dog or identifiable record in the case of a cat.

12. Any claims for **treatment** provided by any person other than a **veterinarian**.
13. Any declared pandemic disease that causes widespread illness affecting pets.

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. Eligibility

Your pet must

- (a) be aged between twelve (12) weeks to ten (10) years at the **commencement date** of this **policy**. Provided the **pet** is enrolled before that age and has remained continuously covered thereafter, cover for the **pet** may be granted up to the maximum age of thirteen (13) years;
- (b) not be a **working pet**;
- (c) be free from **injury** or physical disability at the **commencement date** of this **policy**; and
- (d) be at all times be under **your** care or **your family**.

Where **your pet** is a dog, it must be:

- (a) micro-chipped; and
- (b) duly licensed and not fall under the banned or restricted breeds as stipulated by the Government or Public or Local Authority.

Where **your pet** is a cat, **you** must provide medical card certification from a registered **veterinarian** with details of the **pet** and its owner including their names and photographs of the **pet**.

The **insured person** must:

- (a) be aged eighteen (18) years or older; and
- (b) be the owner of the **pet**.

2. This **policy** is not transferable to other **pets**. All new **pets** are subject to a new insurance application and **premium** rating.

3. Territorial Limit

A **pet** is covered under this **policy** only while the **pet** is in Malaysia.

4. Records

You agree to furnish records that a **veterinarian** has in respect to the eligibility of **your pet** within seven (7) days from taking out this **policy**. Failure to provide records within the stipulated period will render the **policy** invalid and **you** shall be entitled to a **premium** refund.

5. 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.

6. Discharge

We will not pay more than the **maximum benefit** shown in each section including **tax** where this is applicable. **Your** receipt of any benefit payable shall in all cases effectively discharge **our** liability.

7. Protection, Reasonable Precaution and Material Changes

You shall provide proper care and attention at all times for **your pet** and shall take all reasonable and proper precaution to prevent and minimize any **accident** or **injury**. **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**.

8. Renewal

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 pet's** age, 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.

9. Cancellation

- a. **you** may cancel this **policy** at any time by giving written notice to **us**.
- b. **we** may at any time cancel this **policy** by sending seven (7) days notice in writing to **your** last known address by registered mail or electronic mail.

- c. any refund of **premium** for either (a) or (b) above will depend on how long the cover has been in force and provided always no claim has been made during the current **period of insurance** of this **policy**. For the avoidance of doubt, the final decision on any refund of **premium** shall lie solely on **us**.
10. **Cash Before Cover**
You must pay the **premium** before the coverage under this **policy** is effective.
11. **Residence**
Your pet must reside permanently with **you** at the address within Malaysia stated in the **certificate of insurance** whilst the **policy** is in force.
12. **Limit of Compensation**
You are entitled to purchase only one (1) Pet 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 **your pet** is covered under more than one such **policy**, **we** will not be liable for the same claim under more than one (1) Pet Insurance **policy** for the same **pet** relating to the same **period of insurance** issued by **us**. **We** will pay **you** under the **policy** first issued and will refund any duplicate **premium** which has been made.
13. **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 this **policy** is dependent upon **your** observance of its terms and conditions.
2. **Advice of Loss**
Written notice of any **condition** likely to give rise to a claim should be submitted to **us** as soon as reasonably possible and in any case not later than seven (7) days of the **accident**.
3. **Proof of Claim**
The following must be provided to **us**:
 - (a) completed claim form / e-notification of claim via the **portal**;
 - (b) information, evidence and/or supporting document including receipts, medical certificates or medical reports which **we** may require to be supplied at **your** expense;
 - (c) **your** written consent to allow **us** to receive the results of any medical examinations and/or tests and/or the **pet**'s medical history or records;
 - (d) **your dog's** microchip number must be listed by the **veterinarian** who treated **your pet** in the supporting document such as receipts, medical certificates and/or medical reports or provide a copy of your cat's medical card certification according to the Eligibility Condition;
 - (e) such other information that **we** may reasonably require.Original of all relevant documents and bills must be submitted together with the completed claim form / e-notification of claim.
4. **Medical Examinations**
We shall have the right and opportunity through **our** appointed **veterinarian** to examine the **pet** within the duration of any claim.
5. **Contribution**
If a claim under this insurance is covered by any other insurance policy, **we** will not pay more than **our** proportionate share.
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 **you** 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 : 1 - 800 - 88 - MSIG (6744)
Hotline
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)

Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia,
P.O.Box 10922,
50929 Kuala Lumpur.
Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)
Fax : 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.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 imposed by the Malaysian tax authorities in relation to this **certificate of insurance**.

"NOTICE

IX

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."