

## On Receipt of Your Policy

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

Please read your policy and schedule carefully to make sure you understand:

- What is Covered
- What is Not Covered

## A Guide to Your Pet Insurance Policy

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## Your Duty to Inform Us

## Duty of Disclosure - Information and Changes We Need to Know About

Pursuant to Schedule 9 of the Financial Services Act 2013, you are required by law to tell us all the facts that you know or are expected to know about the risk we are accepting from you.

In entering into this contract, you are under a duty to take reasonable care to provide complete and accurate answers to the questions we ask and should also disclose all relevant information which may influence us in the acceptance of this insurance. This includes anything that appears within your policy, schedule 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 **your** Insurance Adviser 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 schedule, we agree to indemnify you in the manner and to the extent described in the policy and the schedule, 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 **schedule** 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 **schedule/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** or death to the **pet**.

## Adoption fee

The amount of money **you** paid to an animal shelter, rescue, or welfare organization as a fee or donation to adopt or own the **pet**.

## **Commencement Date**

The original inception date of cover under this policy as shown in the schedule.

## Condition

Any accidental injury or any manifestation of an illness.

## **Congenital Conditions**

A condition that is present from birth, whether inherited or caused by the environment, involving any organ system or any part of the body not necessarily showing signs or symptoms that may cause or contribute to an **illness**.

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## **Elective Treatment**

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

#### Family

The policyholder's spouse, children, parents, brother, sister or other relatives who are residing with the policyholder.

#### 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 **schedule** 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, 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 micro-chipped cat or dog named as described in the **schedule**. It must be duly licensed and not fall under banned or restricted breeds as prescribed by the Government or Public or Local Authority.

## Policy

The insurance contract which consists of this **policy** wording and **schedule**.

### Policyholder

The owner of the **pet** named in the **policy** and/or **schedule**.

## Policy Schedule/ Schedule

A schedule attached to the policy, which sets out the particulars of your pet, policy details, period of insurance and coverage details.

## 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 signs, symptoms, abnormalities or physical defects and/ or would have been apparent to the **policyholder** in the circumstances.

## **Premium**

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

## Purchase Price

The amount of money that you paid to purchase and own the 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 Practicing Certificate or a temporary permit to practise in Malaysia, but excluding a **veterinarian** who is the **policyholder** 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 an **illness** 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

The person named in the schedule as the policyholder and who is responsible for 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	2,000	3,500	5,000
Other Benefits				
Section 2	Death from Injury or Illness	2,000	3,500	5,000
Section 3	Burial or Cremation Costs	1,000		
Section 4	Advertising and Reward Costs for Recovery of Missing Pet	1,000		
Section 5	Boarding Kennel & Cattery Fees for Pet	1,000	1,500	2,500
Section 6	Third Party Liability	50,000	75,000	100,000

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## **Description of Benefits**

## **Medical Benefit**

## Section 1 - Veterinary Fees and Surgical Fees

What is Covered	What is Not Covered
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 policy schedule.  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.  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.	<ol> <li>We will not be liable for any claim arising from:         <ol> <li>Pre-existing condition.</li> <li>An illness during the waiting period.</li> <li>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.</li> <li>The costs of any treatment relating to:</li></ol></li></ol>

## **Other Benefits**

## Section 2 - Death from Injury or Illness

What is Covered	What is Not Covered
We shall reimburse the purchase price or adoption fee of your pet up to the maximum benefit specified in the policy schedule, whichever is lower, if it dies or is put to sleep by a veterinarian following an accidental injury or as a result of an illness during the period of insurance. If you are unable to provide proof of the amount you paid, we will pay you a maximum amount of RM500 only.  Special Conditions You must provide us with a death certificate from your veterinarian if your pet has died as a result of an injury or illness.	<ol> <li>Death of your pet caused by a pre-existing condition.</li> <li>Death of your pet caused by an illness which occurs during the waiting period.</li> <li>Having your pet put to sleep unless it is necessary for humane reasons to stop incurable suffering.</li> <li>Death arising from elective treatment, breeding pregnancy or giving birth.</li> </ol>

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## **Section 3 - Burial or Cremation Costs**

What is Covered	What is Not Covered
We shall reimburse you the cost up to the maximum benefit specified in the policy schedule 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.	We will not be liable for any costs if death of your pet arises from any of the exclusions under Section 1.

## Section 4 - Advertising and Reward Costs for Recovery of Missing Pet

What is Covered	What is Not Covered
In the event your pet is stolen or lost from the Pet's Location stated in the schedule during the period of insurance, we shall reimburse you up to the maximum benefit amount stated in the Table of Benefits for:  a) the cost of advertising or printing notice for recovery of pet;  b) reward to be offered for recovery of your pet.  Special Conditions  We will need proof that a reward for finding your pet was advertised and written communication with full contact details from the finder claiming the reward, and that this has been paid to the finder by you. Your pet must be found within thirty (30) days from the date of loss or theft.	We will not pay for:  1. Any reward to: (a) a member of your family; (b) any one who lives and works for you; (c) any one who was looking after your pet at the time it was stolen or lost.  2. Your pet which is lost or stolen whilst outside the Pet's Location stated in the schedule.  3. Any claim for expenses or reward after thirty (30) days from the date of loss or theft or upon expiry of the policy for which there has not been any renewal.

## Section 5 - Boarding Kennel & Cattery Fees for Pet

What is Covered	What is Not Covered
We shall reimburse you up to the maximum benefit specified in the schedule for the cost of having your pet looked after by a licensed kennel or cattery if you are hospitalised for a minimum of four (4) days during the period of insurance.  Special Conditions  1. You must keep all receipts from the licensed kennel or cattery responsible for looking after your pet, showing the boarding dates and your costs.  2. You must get confirmation from your doctor or the hospital treating you of the dates of your hospital stay and the medical condition that led to this.	<ol> <li>We will not be liable for boarding kennel or cattery fees if:</li> <li>Your hospitalisation is related to elective or cosmetic surgery, pregnancy or giving birth.</li> <li>Your hospitalisation as a result of a recurring medical condition you already have.</li> <li>You being hospitalised due to alcoholism, drug abuse, attempted suicide or self inflicted injuries.</li> <li>As a result of hospitalisation of anyone other than you.</li> </ol>

## Section 6 - Third Party Liability

What is Covered	What is Not Covered
We will pay you up to the maximum benefit specified in the schedule 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:  (a) Accidental injury to third parties caused by your pet; and/or  (b) Accidental damage to property belonging to third parties caused by your pet  during the period of insurance within Malaysia.	<ol> <li>We will not be liable for:</li> <li>The first RM1,000 for every claim.</li> <li>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.</li> <li>Accidental injury to or illness contracted by you, your family, or any person residing with you or under your service.</li> <li>Any claim if a person catches a disease or virus directly or indirectly from your pet.</li> <li>Fines, penalty, surcharge or late payment.</li> </ol>

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## **Special Conditions**

- 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.
- 6. 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.
- 8. 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:

- (a) 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;
  - (b) Any act of terrorism including but not limited to
    - i. the use of threat of force, violence, and/or
    - ii. 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.
- 2. Ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear materials.
- 3. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear equipment.
- 4. 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.
- 5. 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**.
- 6. 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.
- 7. Your pet not named in the schedule.
- 8. Pre-existing condition and congenital conditions.
- 9. Any claims that occurred if **your pet** is less than twelve (12) weeks or over the age of nine (9) years at the **commencement date** of the **policy**.
- 10. Any claims that occurred outside Malaysia.
- 11. Any claims involving your pet that is not permanently and positively identifiable by means of a microchip.
- 12. Any claims for treatment provided by any person other than a veterinarian.

## **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 micro-chipped;
  - (b) be duly licensed and not fall under banned or restricted breeds as prescribed by the Government or Public or Local Authority in respect of dogs;
  - (c) be aged between twelve (12) weeks to nine (9) years at the commencement date of this policy;
  - (d) not be a working pet;
  - (e) be free from injury or physical disability at the commencement date of this policy; and
  - (f) be at all times be under your care or your family.

## The policyholder 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. Misstatement or Omission of Material Fact

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- 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.

### 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.

## 6. 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, injury or death. 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.

### 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**.

## 8. Cash Before Cover

You must pay the premium before the coverage under this policy is effective.

## 9. Residence

Your pet must reside permanently with you at the address within Malaysia stated in the schedule whilst the policy is in force.

## 10. 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.

## 11. Applicable Law

This policy is governed by and shall be construed in accordance with the laws of Malaysia.

## Claims Conditions

## 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 or illness to your pet.

## 3. Proof of Claim

The following must be provided to us:

- (a) completed claim form after you notify us of a claim;
- (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 pet'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;
- (e) such other information that we may reasonably require.

Original of all relevant documents and bills must be submitted with the completed claim form.

## Medical Examinations

We shall have the right and opportunity through our appointed veterinarian to examine the pet within the duration of any claim.

## Contribution

If a claim under this insurance is covered by any other insurance policy except Section 2, we will not pay more than our proportionate share.

### 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/Insured Person's Name:

- Firstly, with the department or person you dealt with us on how you would like the problem to be solved. 1.
- 2 Secondly, if the problem is not solved to your satisfaction, then make a formal written complaint to our Customer Service Department at:

1 - 800 - 88 - MSIG (6744) Customer Service Hotline

Facsimile 03 - 2026 8086

myMSIG@my.msig-asia.com Email Website

www.msig.com.my Customer Service Department Address

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:
  - 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.

: +603 2272 2811 General Line Website : www.fmos.org.my

## **BNMLINK**

4th Floor.

Podium Bangunan AICB. No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.

Telephone 1-300-88-5465 or

+603 2174 1717 (for overseas calls)

By appointment only via eLINK form at <a href="https://bnmlink.bnm.gov.my/">https://bnmlink.bnm.gov.my/</a> or by **Physical Visits** 

telephone

You may refer to FMOS and BNMLINK website for detailed information on the scope and timeline for lodging a complaint.

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## **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 <a href="https://www.msig.com.my/privacy-notice/">www.msig.com.my/privacy-notice/</a> or scan QR Code below:



You may also request access to or correct your Personal Data by contacting our Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

## Tax Clause

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this **Policy**.

## NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

The **policyholder** 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**, advice should at once be given to **the Company** and the **policy** returned for attention.