



Group Personal Accident Policy

A Guide to Your Group Personal Accident Policy

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IMPORTANT INFORMATION

Duty of Disclosure – Information and Changes We Need to Know About

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

You must take reasonable care to provide complete and accurate answers to the questions we ask and should also disclose all relevant information which may influence us in the acceptance of this insurance. This duty shall continue until the time this Policy is renewed.

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

The duty of disclosure applies to you, and other persons insured under the Policy. If you provide information for another insured person, it is as if they provided it to us.

If the information provided by you is not complete and accurate, we may:

- cancel your Policy; or
- declare your Policy void from inception; or
- revise the premium and/or terms and conditions of your Policy; or
- not pay any claim that has been made or will be made under the Policy

You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

Definition of Words

Certain words have been defined below. These have the same meaning wherever they are used in this 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.

Weekly Benefit
means any compensation payable at a rate per week and certified by a registered medical practitioner.

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

Chiropractor/Traditional Medical Treatments
means treatment by chiropractor or any traditional form of treatments by chinese sinseh/bonesetters, bomoh or any other traditional physician available in Malaysia. The first received treatment must be at a clinic registered with the Ministry of Health.

How Your Insurance Operates

Your MSIG Group Personal Accident Policy is a contract between us, the Company, and you, our **Insured** named in the Schedule.

In consideration of you 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 the 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. Permanent Total Disablement as specified below	Percentage 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 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%

3. 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	53%
Four fingers of one hand	50%
Thumb (two phalanges)	25%
Thumb (one phalanx)	10%
Index finger (three phalanges)	15%
Index finger (two phalanges)	8%
Index finger (one phalanx)	4%
Middle finger (three phalanges)	6%
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**.

The following Benefits formed part of the policy coverage:

4. **Convalescence Allowance**
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. RM5,000
5. **Funeral Cremation & Repatriation Expenses**
Necessarily and reasonably incurred and supported by receipted accounts from a recognised undertaker / airline transporter (but only to the extent that they are not recoverable from any other source) in respect of the death of the **Insured Person** for whom compensation is payable under this Policy. Reimbursement up to Sum Insured of RM2,000 provided it is the maximum payable for any one **Insured Person** in any one accident.

The following Benefits will be considered as part of the policy if it is specified in the **Schedule**.

6. **Temporary Total Disablement**)
From engaging in or attending to usual employment or occupation.)
The **Weekly Benefit** specified in the **Schedule** period not exceeding 104 weeks from the commencement of the disablement.
7. **Temporary Partial Disablement**)
From engaging in or attending to usual employment or occupation.)

8. Medical Expenses

Medical, surgical, hospital, nursing home and nursing fees or charges 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 / registered clinic and / or Registered Chiropractor/Chinese Physician/ Bone Setter.

Reimbursement for Medical Expenses up to Sum Insured specified in the Schedule in respect of any one Insured Person in any one accident including the cost of Chiropractor / Traditional Medical Treatments up to maximum of RM250 per consultation.

9. Hospital Income

A daily benefit for the period that the Insured is confined in a hospital for treatment of Injury.

Reimbursement up to the amount stated in the Schedule for any one Insured Person in any one accident up to 52 weeks.

10. Ambulance Fees

Reimburse the charges levied by the hospital or by a private ambulance company for emergency/ambulance response consequent upon an accident as defined within this policy up to the limit specified in the Schedule.

11. Bereavement Allowance

We will pay the Insured Person's Legal Representative up to the limit specified in the Schedule in the event of Accidental Death to the Insured Person.

12. Purchase of Orthopaedic Equipment

Reimburse the actual expenses incurred up to the limit as specified in the Schedule for the purchase of orthopaedic equipment which is recommended by an orthopaedic surgeon due to permanent disablement as defined hereon suffered by the Insured Person.

Overall Compensation Limit

Our Maximum aggregate liability in respect of all Insured Person travelling 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 Person, 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 and/or Benefit 3 where, for that same Injury greater compensation is payable for another part of Benefit 2 and/or Benefit 3 which includes that specific Injury,
 - b. Benefit 1 in addition to any Benefit 2 and/or Benefit 3 if caused by the same Injury, except that if a payment has been made under any part of Benefit 2 and/or Benefit 3 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 and/or Benefit 3,
 - c. more than 100% in aggregate for any or all of Benefit 2 and/or Benefit 3 for any one Insured Person,
 - d. Benefit 2 and/or Benefit 3 until the total amount of compensation shall have been ascertained and agreed.
2. Weekly Benefit shall not be payable for:
 - a. any period of time subsequent to the death of the Insured Person or subsequent to compensation becoming payable under any part of Benefit 2 and 3,
 - b. both benefits 6 and 7 for the same period of disablement.
3. Any payment made under Weekly Benefit shall be deducted from any subsequent compensation becoming payable under Benefit 1 to 3.
4. Weekly Benefit for either or both of Benefits 6 and 7 shall be payable when the total amount has been agreed, or at your request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by us of written notice of the Injury.
5. Nothing will be payable in respect of Benefit 8 if there is any other insurance in force covering the loss or if you or the Insured Person are entitled to indemnity from any other source, provided that we shall not be relieved of liability under this Benefit so far as concerns any excess beyond the amount payable such other insurance or indemnity.

NB - All Extra Benefits are subject otherwise to the Terms, Exceptions and Conditions under this Policy.

Section II

Personal Liability

We will indemnify the **Insured Person** anywhere in the world except the United States of America and Canada against:

- | | | | |
|----|---|---|---|
| 1. | All sums which the Insured Person shall become legally liable to pay for compensation in respect of: |) | Limit of Liability as specified under Benefit 1 of the Schedule |
| | a. accidental bodily injury to any person |) | |
| | b. accidental damage to the property |) | |
| 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 |) | Unlimited for any one Period of Insurance |
| | |) | |
| | |) | |
| 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 |) | |
| | |) | |
| | |) | |

In the event of the death of the **Insured Person** we will in respect of the liability incurred by the **Insured Person** indemnify the **Insured Person's** personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the **Insured Person** observe, fulfil and be subject to the Terms, Exceptions and Conditions of the Policy in so far as they apply.

Special Provisions

- a. **Disappearance**
The Company shall presume death to have been suffered by the **Insured Person** 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 **Injury**. However, if at any time after payment of Benefits for such death the **Insured Person** 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. **Jurisdiction Clause**
The indemnity provided by Section II of this Policy will not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, the Republic of Singapore or Negara Brunei Darussalam nor to orders obtained in the said Court for the enforcement of judgements made outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam by way of reciprocal provisions or otherwise.
- d. **Cyber Risk Clause (Information Technology Hazards Clarifications 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 **Insured's** own website, Internet site, web address and / or via the transmission of electronic mail or documents by electronic means.

General Exceptions

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

1. Injury, death, loss, 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 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,
 - b. mutiny, 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 wilful exposure to peril (other than in an attempt to save human life), or unlawful act,
 - d. pregnancy, childbirth or 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 ARVs 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 practising 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.
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 vehicle, vessel, firearms of all types or craft of any kind;
 - b. the ownership or possession or use by or on behalf of the Insured Person of any land or building; or
 - 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 claim 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 connection or in consequence of **any Act of Terrorism**. For the 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 condition precedent to the right to recover from us.

1. **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.
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. **Premium Adjustment**
If any part of the premium is calculated on estimates given by you then you must agree to keep an accurate record containing all relevant particulars, and allow us to inspect such records. Within one month from the expiry of each period of insurance and also whenever we request it, you must agree to provide the information we request, and the premium shall be adjusted accordingly.
6. **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 RM60.00 and the prevailing Goods and Services Tax. 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.
7. **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 medical reports, 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 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 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 defence 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 ours in connection with such claim defence or proceedings or of our relinquishing such conduct nor shall we be liable for any costs or expenses whatsoever incurred by the **Insured Person** or 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.

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.

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.

Complaint Procedures

We believe you deserve a courteous, fair and prompt service. If there is any circumstance when **our** service does not meet **your** expectations, please contact us using the appropriate contact details below and provide the **Policy Number/Claim Number** and **Insured Person's Name**:

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

Service Department at:

Customer Service Hotline : 1 - 800 - 88 - MSIG (6744)
Facsimile : 03 - 2026 8086
Email : myMSIG@my.msig-asia.com
Website : www.msig.com.my
Address : Customer Service Department
MSIG Insurance (Malaysia) Bhd
Level 15, Menara Hap Seng 2
Plaza Hap Seng
No. 1, Jalan P. Ramlee
50250 Kuala Lumpur

3. Thirdly, if you are not satisfied with our decision you can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMLELINK 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 (BNMLELINK)

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia,
P.O.Box 10922,
50929 Kuala Lumpur.
Telephone : 1 - 300 - 88 - 5465 (1 - 300 - 88 - LINK)
Overseas : 03 - 2174 1717
Facsimile : 03 - 2174 1515
Email : bnmtelink@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.

Goods And Services Tax

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

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- a. non-GST Registered Person, we 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, we will pay (excluding 6% GST) up to sum insured/limit of liability or the other limits of insurance cover. You are to claim your Input Tax Credit entitlement from the Royal Malaysian Customs Department directly.

For the purpose of this GST Clause:

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.

"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/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.