UOB

LADY'S SOLITAIRE CARD

PURCHASE PROTECTION PLAN

MASTER POLICY WORDING

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

1800 888 121 customer@libertyinsurance.com.my www.libertyinsurance.com.my

UOB LADY'S SOLITAIRE CARD - Purchase Protection Plan

PREAMBLE

United Overseas Bank (Malaysia) Bhd ("Insured") having applied to Liberty General Insurance Berhad) and having paid or agreed to pay the premium in consideration for the insurance herein, agrees with Liberty General Insurance Berhad that any information supplied, be it by an application or proposal form or by any other method shall form the basis of this Policy.

Liberty General Insurance Berhad agrees that during the Period of Insurance stated in the Policy Schedule attached herein and any subsequent period in respect of which Liberty General Insurance Berhad agrees to accept the premium required for the renewal of this Policy, Liberty General Insurance Berhad shall provide the cover as described in this policy.

This policy together with the policy schedule, the application, and any attached endorsement/ document shall constitute the entire contract. All statements made and information provided by the Insured will be relied upon by Liberty General Insurance Berhad as true and accurate for the purposes of this policy.

Any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.

SECTION 1 – THE COVER

1.0 Ambit of Cover

Liberty General Insurance Berhad will indemnify the Insured Person for Loss incurred on any Personal Property purchased worldwide if such Loss occurs within:

a) 30 days from the date of purchase;
b) 30 days from the date of delivery for items purchased under a Merchandising Program,

provided the cost of the purchase is charged to the Insured Person's Payment Card account.

Should any Loss be covered under this policy, Liberty General Insurance Berhad shall be entitled at its sole option to repair, reinstate, or replace the Personal Property lost or damaged (whether wholly or in part).

2.0 Deductible

Deductible is 50% of the loss amount.

3.0 Limits

a) Liberty General Insurance Berhad will not be liable for more than the purchase price of the Personal Property as recorded on the Payment Card charge form or the limit as stated in the schedule below, whichever is lower.

b) If the Personal Property is purchased with a partial payment using the Payment Card, Liberty General Insurance Berhad limit of liability shall be pro – rated based on the percentage the partial payment bears to the full purchase price.

c) For Personal Property purchased through Payment Card instalment schemes for which instalments payments are allowed, Liberty General Insurance Berhad limit of liability shall not exceed the full purchase price, and indemnity will be subject to full settlement of the purchase price by the Insured Person.

CARD	COVERAGE LIMIT (RM)	
	Any One Occurrence	Aggregate Limit
UOB Lady's Solitaire Card	30,000	50,000

4.0 Special Provision

If at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same loss, this policy will apply only to the amount of any loss in excess of that recoverable under the other insurance.

SECTION 2 – DEFINITIONS

Accident/Accidental

Shall mean an involuntary, external forcible and violent event that gives rise to damage that is unforeseen, fortuitous and not premeditated and occurs independently for all other causes.

Benefits

A monetary entitlement reimbursed to the Insured Person in accordance with this insurance policy terms and conditions.

Burglary
Shall mean loss of Personal Property following forcible and violent entry or exit from the premises or committed by a person or persons feloniously concealed therein where the Personal Property is situated.

Date of Loss
Is the date when the Accident and / or Theft, Burglary, Robbery or Hold – up occurs.

Effective Date
Shall mean the date from which the insurance coverage under this Master Policy becomes effective as stated in the Master Policy Schedule.

Insured
Shall refer to UNITED OVERSEAS BANK (MALAYSIA) BHD (271809-K)

Insured Person
Shall mean a Payment Card Holder for whom coverage is provided under this policy.

Loss
Shall mean:
(i) Accidental damage to the Personal Property; or
(ii) Loss or damage to the Personal Property due to Theft, Burglary, Robbery or Hold – up.

Master Policy
Shall mean this policy of insurance between the Insured and Liberty General Insurance Berhad.

Merchandising Program
Shall refer to the Personal Property purchased online or through mail order and/or catalogue wherein the purchased Personal Property will be sent to the Insured Person's residential address.

Occurrence
Shall means an incident, which results in Loss of Personal Property.

Payment Card
Shall mean the holder of a valid card issued by the Insured to the Insured Person to make payment for a purchase for personal use and the said card is named in Policy Schedule.

Period of Insurance/Policy Period
Shall mean the duration of insurance for which the Insured Person is offered to be insured (under the terms, conditions and exclusions set out in this policy) and for which Liberty General Insurance Berhad has consented to provide insurance cover, and consideration in the form of premium has been duly paid by the Insured and received in full by Liberty General Insurance Berhad.

Personal Property
Shall means any tangible personal property of the Insured Person and will include but is not limited to all items of personal effects such as shoes/clothes/handbags/belts etc. and personal valuables such as lighters/ watches/ cameras/ video cameras/hand phones/laptops and the like, as well as household items, fine art and crystal, the full cost or portion of cost which has been charged to the Payment Card not being property excluded under this Policy.

Policy Schedule
Means the schedule that gives details of the Insured, Insured Person, and Policy Period, risks, Benefit coverage and clauses and/or endorsements applicable.

Public Transportation
Means any air, land or water conveyance, which is duly licensed for the regular transportation of fare – paying passengers.

Robbery & hold up
Means Loss of Insured Personal Property following assault or violence or the threat of it.

Theft
Means any act of stealing or attempted thereat including snatch theft or pick-pocketing but excluding Burglary, Robbery & Hold up.

Section 3 – SPECIAL EXCLUSIONS

1.0 Excluded Property

Coverage does not extend to the following:
a) Property that is insured under any other insurance policy unless its coverage does not extend to such Loss;
b) property that is covered under a guarantee or warranty unless the Loss is not otherwise covered;
c) property that is covered under a more appropriate/specific policy;

d) consumables and perishables;
e) art, antiques, firearms and collectibles item
f) furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals a / or precious stones);
g) items the Insured Person has rented or leased;
h) items that the Insured Person has purchased online prior to the Insured Person taking possession of such items.

i) motor vehicles, motorcycles or their motors, equipment and accessories (including communication devices solely for use in the vehicle) whether or not attached to the vehicles, bicycles, marine craft, aircraft, model airplanes and boats;
j) business property or property purchased to be used for a business purpose
k) cash, bank and currency notes, cheques, travelers' cheques, money orders, postal orders, postage stamps, securities, negotiable instruments of any kind, bullion, rare or precious coins, documents or tickets of any kind, unset gemstones;
i) livestock, pets, animals, plants or other living creatures.

2.0 Excluded Causes

Liberty General Insurance Berhad shall not be liable for any Loss caused by or arising from:

a) mechanical, electrical or electronic breakdown, power surge, brownout or blackout, software, data telecommunication or satellite failure;
b) theft from any unattended vehicle ;
c) marring or scratching, denting, chaffing, deterioration, depreciation, alteration, maintenance, any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring or servicing;
d) leakage, loss of weight, shrinkage, evaporation, bulging, buckling, contamination, insect or vermin inherent defect or normal course of play (such as but not limited to sporting or recreational equipment's), faulty or defective design or workmanship, wear and tear, rust, corrosion, mildew, atmospheric or climatic conditions (including wind, rain, hail, sleet, snow and frost) and any other gradually operating causes;
e) delay, seizure, confiscation, destruction, requisition, retention or detention by Customs or other Government or Public Authority or official;
f) the intentional, deliberate or fraudulent acts of the Insured Person or his representatives, or anyone residing in the same household or to whom the Personal Property has been entrusted;
g) mysterious disappearance or unexplained losses where it cannot be proved that Theft/ Burglary/ Robbery/ Hold – up occurred;
h) transit by air vessels or ships, trains or vehicle, or any other mode of Public Transportation unless the Personal Property is in the Insured Person's physical possession at the time of Loss;
i) items the Insured Person leaves unattended in a place to which the general public has access to;
j) any Personal Property for which Insured Person's bank has been informed of disputes over the charges made for purchase of the Personal Property under the Insured Person's Payment Card.

3.0 General Exclusions

Liberty General Insurance Berhad shall not be liable for any Loss caused by or arising from:

a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, uprising, military or usurped power, or martial law;
b) ionizing radiation, nuclear reaction, nuclear radiation or radioactive contamination;
c) riot and civil commotion;
d) any act terrorism :
For this purpose any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, any one person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence ant government and/or to put the public, or any section of the public, in fear.
This exclusion also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature
directly or indirectly caused by, resulting from or in connection with any action taken in controlling,
preventing, suppressing or in any way relating to any act of terrorism;
e) diminution in value or loss of use of the Insured Personal Property or consequential loss of any and every kind;
f) Liberty General Insurance Berhad shall not be deemed to provide cover and Liberty General Insurance Berhad shall not 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 Liberty General Insurance Berhad, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.
g) fraud, misrepresentation made by the Insured Person relating to the Payment Card and/or this policy.

Section 4 – SPECIAL CONDITIONS

1. The Insured Person shall take all reasonable precautions for the safety of his/her Personal Property.

UOB LADY'S SOLITAIRE CARD - Purchase Protection Plan

Section 5 – SPECIAL CLAIMS CONDITION

1. On the happening of any event likely to give rise to a claim under this policy, the Insured Person shall as soon as is reasonably practicable, but not later than 30 days after such event (unless there are extenuating circumstances), give notice thereof to Liberty General Insurance Berhad and shall furnish all such particulars and evidence as he may reasonably be required to provide and he shall take all practicable steps towards minimizing the Loss.

2. All information, evidence and proof required by Liberty General Insurance Berhad shall be furnished at the expense of The Insured Person and shall be in such form and manner prescribed by Liberty General Insurance Berhad. The Insured Person shall comply with all requirements to do all such acts and things that Liberty General Insurance Berhad shall reasonably require.

3. The Insured Person shall notify the police immediately upon the Loss of the Personal Property (howsoever caused) and obtain a police report.

4. The Insured Person shall complete a claim form and submit it to Liberty General Insurance Berhad as soon as practicable together with the following:-
   a. Police report (for Personal Property lost or damaged due to occasions to Theft, Burglary and / or Robbery & Hold – up);
   b. Original sales receipt / invoice or photocopy of sales slip / billing statement;
   c. Photograph of damaged Personal Property;
   d. The damaged Personal Property, when requested, at Insured Person's expense.

5. Written proof of Loss must be furnished to Liberty General Insurance Berhad within 90 days from the Date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is Furnished as soon as possible and in no event, except in absence of legal capacity, later than 1 year from the Date of Loss.

6. Liberty General Insurance Berhad may at its absolute discretion reinstate, repair or replace the Personal Property, as the case may be. Upon settlement of the total loss, any salvage shall become the absolute property of Liberty General Insurance Berhad to dispose of as it deems fit and for its own benefit. In no event shall the Insured Person abandon the Personal Property to Liberty General Insurance Berhad unless with prior written consent of Liberty General Insurance Berhad.

7. In the event of a claim under this policy, Liberty General Insurance Berhad may at any time use all legal means in its own or the Insured Person's name to recover any part of the Personal Property or to obtain reimbursement of any loss or damage and the Insured or its representatives and the Insured Person shall give all information and assistance for that purpose.

8. If any claim under this policy be fraudulent or fraudulent means are utilized to secure payments of Benefits under this policy then such actions shall render all insurance provided by Liberty General Insurance Berhad null and void in respect of any Insured Person without prejudice to the validity of Payment Card.

9. Where any Personal Property consists of articles in a pair or set, Liberty General Insurance Berhad shall not be liable to pay more than the value of any part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of the pair or set.

10. No claim Benefits will be payable for any claim filed to Liberty General Insurance Berhad beyond a period of 1 year from the Date of Loss.

Section 6 – GENERAL POLICY PROVISIONS

ENTIRE CONTRACT CHANGES IN POLICY: This policy includes endorsements and attached papers, if any, and contains the entire contract of insurance.

ALTERATIONS: Liberty General Insurance Berhad reserves the right to amend the terms and provisions of this policy and this policy may at any time be amended and changed by written agreement between the Liberty General Insurance Berhad and the Insured. Any amendment to this policy shall be binding on all Insured Persons whether he/she is an existing cardholder or a new cardholder. No alteration in this policy shall be valid unless approved by an authorized representative of Liberty General Insurance Berhad and such approval be endorsed herein.

CURRENCY OF PAYMENT: All amounts payable either to or by Liberty General Insurance Berhad shall be payable in Ringgit Malaysia.

PREMIUM: The premium due to Liberty General Insurance Berhad for the coverage afforded under this policy shall be as stated in the Master Policy Schedule. The first premium shall be paid to Liberty General Insurance Berhad by the Insured on or before the Effective Date. No claim under the Master Policy shall be admissible whilst the annual premium or any portion thereof are in arrear at the time of claim.

RIGHT OF AUDIT: Liberty General Insurance Berhad, shall have the right to examine all the books and records of the Insured relating to this insurance at any time during the Period of Insurance and within two years after termination of this policy or until final settlement of all claims hereunder, whichever, is the later.

UOB LADY'S SOLITAIRE CARD - Purchase Protection Plan

RECEIPTS: Liberty General Insurance Berhad shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the policy and the receipt of the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of Liberty General Insurance Berhad.

RIGHTS OF OWNERSHIP: The Insured Person shall have the right to exercise every option, benefit or privilege offered by the provisions of the policy. Every transaction relating to the policy shall be between Liberty General Insurance Berhad and the Insured Person.

LEGAL PROCEEDINGS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within 1 year from the expiration of the time within which the written proof of loss is required by the policy.

MIS – REPRESENTATION IN APPLICATION: The Benefits shall not be payable and the policy shall be considered voidable at the option of Liberty General Insurance Berhad in the event (a) there has been a failure to disclose or there has been any mis presentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder which is required to be furnished as evidence insurability; and / or (b) in all cases of fraud.

COMPLIANCE WITH POLICY PROVISIONS: Failure to comply with any of the provisions contained in this policy and the Certificate of Insurance shall invalidate all claims hereunder.

ARBITRATION:

(a) Any dispute, difference or question which may arise at any time hereafter Liberty General Insurance Berhad and the Insured Person or his/her legal representatives in relation to the interpretation of the policy or the rights or Liabilities of parties hereto shall be referred to arbitration. The policy shall be subject to the Jurisdiction of the Malaysian courts and construed according to Malaysian laws.

(b) The arbitration shall be heard by a single arbitrator of whom the appointment shall be agreed by the parties hereto within 14 days from the commencement of the arbitration procedure. In default of an agreement, am arbitrator shall be appointed in accordance with and subject to the provisions of the Malaysian Arbitration Act 2005 or any statutory modification or re-enactment thereof for the time being in force.

GOVERNING LAW: This policy shall be construed according to and governed by the laws of Malaysia and any provision of this policy which, on its Effective Date is in conflict with Malaysian laws is hereby amended to conform to the minimum requirement of such laws.

TO WHO INDEMNITY IS PAYABLE: Indemnity for all Benefits will be paid to the Insured Person. Any indemnity accruing at the Insured Person's death is payable to the nominee (s) elected by the Insured Person and in the event of failure of nominee, to the Insured Person's estate. The process of claim including settlement will be handled directly between Liberty General Insurance Berhad and the nominee or the estate of the Insured Person whose sole discharge will constitute full and final discharge of the claim lodged.

TERMINATION: This policy or coverage shall be terminated automatically at the earliest of the following dates:

(a) when the policy is cancelled by the Insured or Liberty General Insurance Berhad in accordance with the provisions of the Cancellation clause below or
(b) the Insured Person ceases to be the cardholder issued by the Insured.

CANCELLATION: Liberty General Insurance Berhad can cancel this policy by giving the Insured 30 days' notice to the insured's last address as appears in the Policy Schedule or any alternative address that is notified to Liberty General Insurance Berhad in writing. Liberty General Insurance Berhad will continue to provide cover under this policy for the remaining period for which the premium has been received and this policy shall terminate upon the expiry of such period.

The Insured may cancel the Master at any time by tendering at least 30 days written notice to the other, by writing to the Customer Servicing Group, Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.

ASSIGNMENT: No assignment of interest under this policy shall be binding upon Liberty General Insurance Berhad.

CONSENT TO USE PERSONAL DATA: By submitting the application for coverage, the Insured Person consents to the collection of his/her personal information by the Company (whether through the phone or otherwise obtained) and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of processing this Insurance and providing subsequent service (s) for this purpose, the Company's financial products and services and data matching, surveys, and to communicate with the Insured for such purposes. The Insured reserves its rights to obtain access, request correction or withdraw its consent to the use of any of its personal information held by the Company.

GEOGRAPHICAL LIMITS The insurance afforded under this policy shall apply anywhere in the world unless otherwise herein excluded by subsequent amendment or endorsement of this policy.

All words that appear in the masculine gender shall include the feminine.

Words importing singular meaning, where the context so admits, include the plural meaning and vice versa.

UOB LADY'S SOLITAIRE CARD
- Purchase Protection Plan

All literature issued or intended to be issued by the Insured that applies either wholly or in part to this policy must have the approval of Liberty General Insurance Berhad prior to release by the Insured to the Insured Person, the terms and conditions of this policy shall override and be paramount over any other agreement made between the Insured and the Insured Person.

The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured or the Insured Person shall be conditions precedent to any liability of Liberty General Insurance Berhad to make any payment under this Policy.

Liberty General Insurance Berhad shall not be bound to accept or be affected by any notice or any trust, charge, lien, assignment or other dealings with or relating to this Policy.

No sum payable under this policy shall carry interest under any circumstances.

FOR ALL INTENTS AND PURPOSES, WHERE THERE IS A CONFLICT OR AMBIGUITY AS TO THE MEANING IN THE ENGLISH PROVISIONS AND THE BAHASA MALAYSIA PROVISIONS, THE ENGLISH VERSION SHALL PREVAIL.

UOB LADY'S SOLITAIRE CARD - Purchase Protection Plan

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.

2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

   a) **Complaints Management Unit**
   Liberty General Insurance Berhad
   Customer Service Executive, Customer Contact Centre
   Liberty Insurance Tower, CT9, Pavilion Damansara Heights,
   3, Jalan Damanlela, Pusat Bandar Damansara,50490 Kuala Lumpur.
   Tel. No. : +603-2268 3333 (General Line) or

   Liberty Insurance Contact Channels
   Liberty Insurance Hotline: 1800 888 121
   Email : customer@libertyinsurance.com.my
   : (for claims) NonMotorClaim_Liability_Bond@libertyinsurance.com.my
   Website : www.libertyinsurance.com.my

   b) **Financial Markets Ombudsman Service (FMOS)**
   (formerly known as Ombudsman for Financial Services)
   Company No : 200401025885
   Level 14, Main Block, Menara Takaful Malaysia,
   No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
   General Line : +603-2272 2811
   Website : www.fmos.org.my

   c) **BNMLINK**
   Bank Negara Malaysia
   4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
   50480 Kuala Lumpur.
   e-Link: bnm.gov.my/BNMLINK
   Website: www.bnm.gov.my

3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).