

UOB PLATINUM BUSINESS Travel Personal Accident Insurance TERMS AND CONDITIONS

Effective date: 15 May 2023

GENERAL

These terms and conditions ("Terms and Conditions") shall apply to United Overseas Bank (Malaysia) Bhd's (271809-K) ("UOBM") Platinum Business Card issued by UOBM to Platinum Business Card Cardholders ("Cardmembers").

These Terms and Conditions are to be read together with the UOBM Visa/Mastercard Cardmember Agreement ("Cardmember Agreement")

For the avoidance of doubt, "Cardmembers" shall mean both principal and supplementary Cardmembers.

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as in the Cardmember Agreement.

The benefits and privileges described below may be amended, supplemented or revoked by UOBM at any time at UOBM's sole and absolute discretion, with prior notice to Cardmember.

1. These Terms and Conditions will apply to UOB Platinum Business Card cardholders, the card account must be active and not in delinquent status to be entitled to the complimentary coverage.
2. This insurance coverage is underwritten by Liberty Insurance Berhad.
3. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Cardmembers and/or third parties resulting directly or indirectly by the Cardmembers' participation in this policy.
4. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the policy.
5. To the fullest extent permitted by law, UOBM expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials in respect of this policy.
6. UOBM reserves the right to add, delete, suspend or vary these Terms and Conditions, from time to time, wholly or in part, at its absolute discretion, by providing twenty one (21) days prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches, SMS and/or a statement insert in the Statement of Account.
7. This is an annual policy and is on a renewable basis, UOBM reserves the right to discontinue with this policy upon the expiry date.
8. In the event of claim, any charges incurred will be borne by Cardmember.
9. The following are the Terms & Conditions imposed by Liberty Insurance Berhad.

DEFINITION

1. **“Accident”** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.
2. **“Airline(s)”** means an Airline listed in the most current Official Airline Guide issued by and updated from time to time by United Business Media Limited and the Airline holds a valid certificate, license or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which its aircraft is operating.
3. **“Benefit”** means the sum set out in the Schedule of Benefits.
4. **“Bodily Injury”** means bodily injury which is caused solely and directly by an Accident and shall exclude bodily injury caused by Sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
5. **“Business Travel”** shall mean an air ticket purchased using the card for travel undertaken by an Insured Person for the purpose of covering out occupational duties for the Insured which was purchased by through the Card.
6. **“Card”** shall mean UOB Master/Visa Commercial Credit Cards.
7. **“Common Carrier”** means a conveyance that is licensed for the carriage of passengers in accordance with the conditions and statutes laid down by the appropriate regulatory authorities and that is available for use by fare paying passengers.
8. **“Date of Accident”** is the date when the Accident occurs.
9. **“Full Fare”** means the 100% fare payable by the Cardholder on standard fare or Concessionary Fare.
10. **“Policyholder”** shall mean United Overseas Bank (Malaysia) Berhad (271809-K).
11. **“Insured Event”** means the events covered under this policy more particularly described in each section of this policy.
12. **“Insured Person”** shall mean an employee of the Insured Member who uses the card for the purpose of Business Travel.
13. **“Insured”** shall mean a corporate entity which has subscribed for the use of the Card from the Policyholder for the benefit of the Insured Person for the purpose of Business Travel.
14. **“Permanent”** shall mean lasting 12 calendar months from the date of accident and at the expiry of the 12 calendar month period being advised by a Medical Practitioner as being beyond by hope of improvement.
15. **“Policy Period”** shall mean the period for which premium has been paid and where insurance cover is effective, it is the period between the policy inception date (or date of its last reinstatement pursuant to the provisions of this policy, whichever is later) and the expiry date as stated in the Policy Schedule.
16. **“Policy Schedule”** shall mean the policy schedule attached to and forms part of this policy.
17. **“Medical Practitioner”** means a medical practitioner who is currently registered, licensed and qualified to practice western medicine within the scope of his/ her medical expertise in the

geographical area and jurisdiction where his/ her medical services are provided and is not an insured person or business partner, agent or who is not related to the insured person or insured person's immediate family member.

- 18. **“Public Conveyance”** means any Scheduled Flight, or any land or water conveyance which is duly licensed for the transportation of fare-paying passengers and shall exclude any private hire or rental vehicle or any conveyance operated for the purpose of sightseeing or tour.
- 19. **“Scheduled Flight”** means any one of the following:
 - a. A flight on an Airline over a scheduled route,
 - b. An additional flight operated by an Airline to meet demands over as scheduled route,
 - c. A chartered flight on an Airline for which tickets are issued through appointed agents and available to the public at large.

Departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

- 20. **“Sickness”** means any fortuitous somatic illness, sickness or disease.

SECTION 1: ACCIDENTAL DEATH AND PERMANENT DISABLEMENT (during Air Common Carrier Travel only)

1.0 Preamble

Liberty Insurance Berhad will pay to the Insured Person up to the amount stated in the Schedule of Benefit if any Insured Event described under Section 1.2 shall happen to the Insured Person whilst boarding, travelling as a fare paying passengers or alighting from any Public Conveyance being operated by a Common Carrier for which the Full Fare of the Insured Person has been charged to the Card.

This insurance is extended to cover the Insured Person:

- a) while within any Common Carrier terminal building for the express purpose of engaging in passenger travel;
- b) while travelling as a passenger in a registered four-wheel motorized vehicle or Public Conveyance, but only:
 - i. when going directly to an airport for the purpose of boarding an aircraft;
 - ii. when leaving from an airport after alighting from an aircraft/ship until they reach their next destination.

1.1 Schedule of benefits

Subject always to Item 1.4 Limit of Liability, the Benefit payable by Liberty Insurance Berhad shall be in accordance with the percentage prescribed in the compensation table below.

1.2 Insured Event

The Insured Event under this Section is for Bodily Injury resulting in death or disability as set out in the compensation table below:

COMPENSATION TABLE		
NO.	INSURED EVENT	PERCENTAGE OF SUM INSURED
1.	Loss of life due to accident	100%
2.	Loss of both hands or both feet	100%
3.	Loss of one hand and/or one foot	100%
4.	Loss of entire sight in both eyes	100%
5.	Loss of entire sight in one eye	100%
6.	Loss of entire sight in one eye and one hand or one foot	100%

“Loss” as used with reference to eye means the total and irrecoverable loss of the entire sight of such eye.

If within one year from the Date of the Accident such injuries sustained by the Insured Person under Section 1 shall result in any Insured Event as specified, Liberty Insurance Berhad will pay the Percentage of Capital Sum Insured, provided that not more than one of these sums (the greater subject to a maximum liability of 100%) shall be payable for such Bodily Injuries resulting from any one Accident.

1.3 Capital Sum Insured

Limit of Liability per Insured Person: up to RM1,000,000.

1.4 Limit of Liability

The maximum combined liability of Liberty Insurance Berhad under the Section 1: Common Carrier Travel Accident coverage in respect of any one Loss Occurrence shall be RM5,000,000.00.

Should the aggregate amount of all claims payable from any one Loss Occurrence exceed RM5,000,000.00 then the amount payable in respect of each Insured Person shall be proportionally reduced.

1.5 Automatic Extension

Exposure and Disappearance

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that if the body of the Insured Person has not been found within 12 months after the Date of Accident due to the crashing, sinking or wrecking of the Common Carrier in which the Insured Person was traveling at the time of such Accident covered by this policy, it will be presumed that the Insured Person sustained Bodily Injury which resulted in the Insured Person’s death at the time of such Accident. If at any time after payment has been made by Liberty Insurance Berhad for such claim, the Insured Person is found to be alive, full refund shall be made to Liberty Insurance Berhad.

1.6 Exclusions

This Section does not cover any claim directly or indirectly caused by, resulting from or in connection with:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power
- b. nuclear reaction, nuclear radiation or radioactive contamination;
- c. riot;
- d. any act of terrorism;

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

This exclusion also excludes losses 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. the Insured Person
 - i. engaging in air/ water/ land travel except as a fare paying passenger;
 - ii. engaging in a criminal act;
 - iii. committing suicide or intentional self-injury (whether felonious or not) or any attempt thereat while sane or insane.
- f. Liberty Insurance Berhad will not provide cover or service for;
 - i. any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria; and
 - ii. any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is a:

- a) terrorist;
- b) member of a terrorist organization;
- c) narcotics trafficker; or
- d) purveyor of nuclear, chemical or biological weapons.

SECTION 2 : TRAVEL INCONVENIENCE INSURANCE

2.0 Preamble

Liberty Insurance Berhad shall indemnify the Insured Person up to the amount stated in the Schedule of Benefit if any Insured Event described under Section 2.1 shall happen whilst the Insured Person is traveling as a fare-paying passenger in a Scheduled Flight for which the Full Fare of the Insured Person has been charged to the Card.

2.1 Insured Events

2.1.1 Flight Delay (Limit : RM1,000 Per Insured Person)

Liberty Insurance Berhad shall pay the reasonable costs incurred for,

- a) Meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and fro between the airport and the hotel;
- b) Essential clothing and requisites if the Insured Person's baggage has been checked-in,

If the confirmed departure time of the Insured Person's Scheduled Flight is delayed for **6 consecutive hours** or is cancelled by the Airlines or the Insured Person is denied boarding due to overbooking, provided that no alternative transportation is made available within **6 consecutive hours** of the scheduled departure of such flight.

2.1.2 Missed Flight Connection (Limit : RM1,000 Per Insured Person)

Liberty Insurance Berhad shall pay the reasonable costs incurred for

- a) Meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and fro between the airport and the hotel;
- b) Essential clothing and requisites if the Insured Person's baggage has been check-in.

If the late arrival of the Insured Person's in-coming Scheduled Flight on which the Insured Person is traveling results in the Insured Person missing a confirmed outward scheduled connecting flight and no alternative Scheduled Flight is made available to the Insured Person within **6 consecutive hours** of the actual arrival time of their incoming flight.

2.1.3 Baggage Delay (Limit : RM1,000 Per Insured Person)

Liberty Insurance Berhad shall pay the reasonable costs incurred for the emergency purchase of essential clothing and requisites if the Insured Person's accompanied checked-in baggage is delayed **6 consecutive hours** following the scheduled arrival at the airport of destination.

2.1.4 Baggage Loss (Limit : RM1,000 Per Insured Person)

Liberty Insurance Berhad shall pay the reasonable costs incurred for emergency purchases of essential clothing and requisites if.

- a) The Insured Person's accompanied check-in baggage is lost;
- b) The Insured Person's accompanied checked-in baggage is not delivered to him within **48 hours** of his arrival at the airport of the scheduled destination.

provided always that such checked-in baggage was checked-in by an authorized official of the transport operator with whom the Insured Person was traveling.

For losses of accompanied check-in baggage with the Common Carrier, such losses must be declared to an authorized personnel of the Common Carrier to receive such a claim, as soon as the Insured Person is aware of the loss.

2.1.5 Special Provisions

- a) If at the time of any claim arising under items 2.1.3 and item 2.1.4 there is another valid and collectable insurance covering all or part of the same loss, this Section will apply only to the amount of any loss in excess that recoverable under the other insurance.
- b) Any amount paid under item 2.1.3 will be deducted from any payment due under item 2.1.4 in respect of the same claim. The combined maximum payable is **limited to RM1,000.00**.

2.2 Exclusions

This Section does not cover any claim directly or indirectly caused by, resulting from or in connection with:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, insurrection, military or usurped power;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) riot;
- d) any act of terrorism;

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

This exclusion also excludes losses 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) the Insured Person:
 - i) Engaging in air/water/land travel except as fare paying passenger;
 - ii) Engaging in criminal act;
 - iii) failure of the Insured Person to take reasonable and necessary measures to save or recover lost baggage;
 - iv) failure of the Insured Person to notify airport/Airline authorities of missing baggage at the destination point and obtain a property irregularity report for losses incurred by the Common Carrier;
 - v) abandonment of baggage to the Airline or any other party.
- f) confiscation, detention, destruction by customs or public authorities, objects that are worn on the body which have inclusions of precious metals, precious stones or semi-precious stones.
- g) Liberty Insurance Berhad will not provide cover or service for:-

- i) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria; and

- ii) any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an insured person if that insured person is:

- 1) a terrorist;
- 2) a member of a terrorist organization;
- 3) a narcotics trafficker; or
- 4) a purveyor of nuclear, chemical or biological weapons.

- h) Liberty Insurance Berhad shall not be deemed to provide cover and Liberty 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 benefit would expose Liberty Insurance Berhad, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or sanctions, laws or regulations of the European Union or the United States of America.

SECTION 3: CLAIMS CONDITIONS

- 3.1 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, give written notice thereof to the Claims Department, 8th Floor, Menara Liberty, 1008, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia, by contacting Liberty Insurance Berhad at 1 800 888 990 or by emailing to callcentre@libertyinsurance.com.my and shall furnish all such particulars and

evidence as Liberty Insurance Berhad may reasonably require and shall take all practicable steps towards minimizing the loss or damage.

- 3.2 All information, evidence and proof required by Liberty Insurance Berhad or the designated representative shall be furnished at the expense of the Insured Person and shall be in such form and manner prescribed by Liberty Insurance Berhad or the designated representative of Liberty Insurance Berhad. The Insured Person shall do all such acts and things as Liberty Insurance Berhad or the designated representative of Liberty Insurance Berhad shall reasonably require.
- 3.3 The Insured Person shall complete a claim form and submit it to the designated representative as soon as practicable but not later than 90 days after such event together with the following:
- a) Photocopy of charge form verifying that relevant air ticket to be charged to the Card.
 - b) Photocopy of Airline or travel agent's receipt for air ticket.
 - c) Photocopy of air ticket.
 - d) Photocopy of Airline boarding pass (where applicable).
 - e) Post mortem report/medical report(s) as may be required by Liberty Insurance Berhad.
 - f) Letter from the airlines confirming the duration and reason of delay/or loss.
- 3.4 Indemnity for loss of life will be payable to the estate of the Insured Person. All other losses is payable to the Insured Person via credit to the Card.
- 3.5 The Insured Person shall as soon as possible after the occurrence of a loss likely to give rise to a claim under this policy obtain and follow the advice of a Medical Practitioner and Liberty Insurance Berhad shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed by this policy.

SECTION 4: GENERAL CONDITIONS

1. All words that appear in the masculine gender shall include the feminine.
2. All literatures issued or intending to be issued by the Policyholder that applies either wholly or in part of this policy must have the prior written approval of Liberty Insurance Berhad prior to release. The terms and conditions of this policy shall override and be paramount over any other agreement made between the Policyholder and the Cardholder.
3. All amounts herein are expressed in Malaysian Ringgit (RM).
4. This policy may be cancelled at any time at the request of the Policyholder by giving 30 days written notice to the Customer Care Centre, 10th Floor, Menara Liberty, 1008 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia in which case Liberty Insurance Berhad will retain the customary pro-rate premium for the time the policy has been in force. This policy may also be cancelled at the option of Liberty Insurance Berhad by giving 30 days written notice to the Policyholder, in which case Liberty Insurance Berhad shall repay a rateable proportion of the premium for the unexpired term from the date of cancellation.
5. 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 Policyholder, the Cardholder, the Insured Person or the claimant shall be conditions precedent to any liability of Liberty Insurance Berhad to make any payment under this policy.
6. Liberty Insurance Berhad shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy.
7. No sum payable under this policy shall carry interest under any circumstances.

8. The first premium shall be paid to Liberty Insurance Berhad before the effective date of the Policy Period. The subsequent premium due under this policy is payable within 7 days of the Policy expiry date. At that date, the Policyholder will report the actual number of employees who have used the Card for the purpose of Business Travel that are covered by the policy during the Policy Period. The Insured shall pay the additional premium due to Liberty Insurance Berhad or Liberty Insurance Berhad shall return premium to the Policyholder as appropriate, subject to such minimum premium as may be required by Liberty Insurance Berhad from time to time.

The Premium shall be calculated by applying a rate (refer to Policy Schedule) to the total number of cardholder covered by the policy during the Policy Period.

Liberty Insurance Berhad shall have the right to examine all the books and records of the Policyholder relating to this policy at any time during the Policy Period and within 2 years after termination of this policy or until final adjustment and settlement of all claims hereunder, whichever, is the later.

9. Consent to use personal data by submitting the application for coverage, the Policyholder has obtained Insured Person's consents to the collection of his/her personal information by Liberty Insurance Berhad (whether through the phone or otherwise obtained) and such information may be held, used, or disclosed by Liberty Insurance Berhad to individuals, service providers and organizations associated with Liberty Insurance Berhad or any selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this insurance and providing subsequent service(s) for this purpose; Liberty Insurance Berhad financial products and service and data matching, surveys and to communicate with the Insured Person for such purposes. The Insured Person reserves its rights to obtain access, request correction or withdraw its consent to the use of any of its personal information held by Liberty Insurance Berhad.
10. Any dispute or difference which may arise between the Policyholder/ Insured Person and Liberty Insurance Berhad can be referred to the Kuala Lumpur Regional Centre of Arbitration. All arbitration proceedings must take place, within six (6) months from the date of disclaimer, failing which Liberty Insurance Berhad would have no obligation over the claim.
11. This policy shall be construed in accordance with the laws of Malaysia and/or directives issued by the Malaysian insurance regulatory bodies.
12. Words importing singular meaning, where the context so admits, include the plural meaning and vice versa.
13. The insurance cover provided will terminate on the date of termination of this policy.
14. The Insured Person shall take all reasonable precaution for the safety of personal properties or baggage and shall exercise care and diligence to prevent any Bodily Injury or unnecessary risks to any contagious diseases.
15. All communication to Liberty Insurance Berhad shall be in writing or other means acceptable by Liberty Insurance Berhad.
16. Time refers to Malaysian time.
17. Change in this policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance.
18. Upon renewal premium rates are not guaranteed. Liberty Insurance Berhad reserve the right to revise the premium based on the claim experience of this policy, for which the changes will be applicable for all persons under this policy irrespective of their individual claims experience.
19. Consent of nominee shall not be a pre-requisite to terminate or to cancel this policy or to a change of nominee or for that matter for any changes in this policy.

20. This Policy can be reinstated with Liberty Insurance Berhad's consent provided that the insured makes an application to reinstate and provide Liberty Insurance Berhad with all the information Liberty Insurance Berhad requires within ninety (90) days from the defaulted premium due date. If accepted, Liberty Insurance Berhad will reinstate the policy from the 1st day of the calendar month following the receipt of the premium by Liberty Insurance Berhad.

For the avoidance of doubt, Liberty Insurance Berhad will not however accept any premium payment for the period the policy was lapsed due to non-payment of the premium. Liberty Insurance Berhad will not pay for any claims which occur during the interval of time between lapsation date of the policy and reinstatement of the policy.

21. If Liberty Insurance Berhad become liable for any payment under this policy, the Liberty Insurance Berhad shall be subrogated to the extent of such payment to all the rights and remedies of the Policyholder/ Insured/ Insured Person against any party and shall be entitled at its own expenses to sue in the name of the Policyholder/ Insured/ Insured Person. The Policyholder/ Insured/ Insured Person shall give or cause to be given to Liberty Insurance Berhad all such assistance in his/ her power as Liberty Insurance Berhad shall require to secure the rights and remedies and at the Liberty Insurance Berhad's request shall execute or cause to be executed.
22. The amount of premium payable by the Policyholder for this policy includes an amount on account of the Service Tax and/or other relevant government tax payable by the Policyholder, if any.
23. No legal proceeding against Liberty Insurance Berhad is valid within ninety (90) days from the date of accident.

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