

**UOB COMMERCIAL CREDIT CARD
Travel Personal Accident Insurance
TERMS AND CONDITIONS**

Effective date: 22 July 2024

GENERAL

These terms and conditions ("Terms and Conditions") shall apply to United Overseas Bank (Malaysia) Bhd's (Reg. No. 199301017069 (271809-K)) ("UOBM") Commercial Credit Card issued by UOBM to Commercial Credit Cardholders ("Cardmembers").

"UOB Commercial Credit Card" referred to UOB Platinum Business Card, UOB Purchasing Card, UOB Corporate Card and UOB World Business Mastercard.

These Terms and Conditions are to be read together with the UOBM Visa/Mastercard Cardmember Agreement ("Cardmember Agreement") and Terms and Conditions Governing UOB Commercial Cards Facility.

For the avoidance of doubt, "Cardmembers" shall mean the person to whom the Card is issued and whose name appears on the Card.

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 Cardmembers, 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 Terms and Condition for Travel Personal Accident Insurance imposed by Liberty Insurance Berhad is attached in the Appendix.

Appendix

Terms and Conditions for Travel Personal Accident Insurance as imposed by Liberty Insurance Berhad.

Schedule of Benefits

Benefits	Sum Insured per person (RM)
Part A – Personal Accident	
Accidental Death & Permanent Disablement	Up to RM 1,000,000
Part B – Travel Inconvenience	
Missed Flight Connection (Overseas/Inbound arrived back to Malaysia) – Individual (6 hours)	Up to RM 1,000
Flight Delay (4 hours) (Overseas/Inbound arrived back to Malaysia) Individual	Up to RM 1,000
Baggage Delay (6 hours) Individual	Up to RM 1,000 (Overseas) / Up to RM 1,000 (Inbound)
Baggage Loss (24 hours) Individual	Up to RM 2,500 (Overseas) / Up to RM 1,000 (Inbound)
Baggage Damage (Overseas/Inbound arrived back to Malaysia) - individual	Up to RM 250
Europ Assistance	Included

Definitions

1. **“Accident or Accidental”** means a sudden, unforeseen and fortuitous event that results in a person’s Death, Permanent Total Disablement or Accidental Injury.
2. **“Accidental Injury”** means a bodily injury resulting from an Accident which occurs during the Period of Insurance and which is not an illness and which :
 - a) is caused by violent, external and visible means; and
 - b) results within one hundred and eighty (180) days of the Accident; and
 - c) results solely and independently of any causes from:
 - i) the Accident; and/or
 - ii) sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
 - d) may include a bodily injury caused by a person being directly and unavoidably exposed to the elements as a result of an Accident.
3. **“Baggage”** means luggage and personal possessions taken or purchased by the Cardmember on the Journey.
4. **“Card”** shall mean UOB Commercial Credit Card.
5. **“Card Commencement Date”** means the date of issue of a Card.
6. **“Cardmember”** means a person who has been issued a Card on or after the Commencement Date and during the Period of Insurance of the Master Policy and remains an existing and valid holder of such Card at the occurrence of the event giving rise to a claim under this Master Policy. The Cardmember is the insured under this Master Policy provided they are above eighteen (18) but under seventy (70) years of age. The Cardmember is not a contracting party under this Master Policy with Us.
7. **“Commencement Date”** means 12.01am Malaysia Time on the date We agree to provide insurance under the Master Policy and which is shown on the Master Policy Schedule.
8. **“Common Carrier”** means:

- a) Any bus, coach, ferry, hovercraft, hydrofoil, ship, taxi, train, tram, or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and;
 - b) Any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers provided that such helicopter is operating only between established commercial airports and/or licensed commercial heliports, and;
 - c) Any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.
9. **“Country of Residence”** means the country in which the Cardmember is a permanent resident or any country where the Cardmember is assigned, actively engaged in business or otherwise domiciled for a period of more than thirty (30) consecutive days.
10. **“Death”** means death occurring solely, directly and independently of all other causes, as a result of an Accident.
11. **“Doctor”** means a legally registered medical practitioner qualified and licensed to practice allopathic medicine and who, in rendering such treatment, is practising within the scope of his licensing and training in the geographical area of practice but shall not include the Cardmember or the Cardmember’s relatives.
12. **“Excess”** means what the Cardmember contributes to a claim. Excesses may apply to certain sections of cover. An Excess is not an additional fee, charged by Us at the time of making a claim. Rather, it **is** the uninsured first portion of a loss, the amount of which the Cardmember must contribute towards each claim.
13. **“Journey”** means any trip involving travel outside the Country of Residence and shall start from the time of leaving the Cardmember’s home in the Country of Residence and continue until arrival back to his/her home at the Country of Residence, up to a maximum of thirty (30) days.
14. **“Limb”** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
15. **“Loss”** in connection with:
- a) a Limb, hands, feet, finger or toe means Permanent physical severance or Permanent total Loss of Use of the Limb, hands, feet, finger or toe;
 - b) an eye means total and Permanent loss of all sight in the eye;
 - c) hearing mean total and Permanent loss of hearing;
 - d) speech means total and Permanent loss of the ability to speak; and which in each case is caused by Accidental Injury.
16. **“Loss of Use”** means Permanent loss in terms of the Cardmember’s physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability.
17. **“Master Policy Schedule”** means the Master Policy Schedule which is incorporated in and forms part of this Master Policy.
18. **“Master Policy”** or **“Policy”** means this policy wording, the Master Policy Schedule, any endorsement issued by Us varying the Policy and any other documents We may issue to the Policyholder that We advise will form part of the Policy, which together constitutes the entire contract.
19. **“Overseas”** means in a country other than:
- a) Malaysia;
 - b) the country of which the Cardmember is a citizen.
- An Accident will also not be considered to take place Overseas if the Accident occurred in a country in which the Cardmember was staying for thirty-one (31) or more consecutive days prior to the date of the Accident.
20. **“Period of Insurance”** means the period specified in the Master Policy Schedule or any amendment or endorsement to this Master Policy issued by Us, to be the Period of Insurance.

21. **“Permanent”** means having lasted twelve (12) consecutive months and at the expiry of that period, is beyond hope of improvement.
22. **“Permanent Total Disablement”** means disablement which, having lasted for at least twelve (12) consecutive months, will, in all probability, entirely prevent the Cardmember from engaging in gainful employment of any and every kind for the remainder of the Cardmember’s life.
23. **“Pre-existing Medical Condition”** means sickness or injury that the Cardmember has reasonable knowledge of, in the sixty (60) days prior to the commencement of Journey or Card Commencement Date **whichever** is later. The Cardmember is considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
 - a) he/she had received or is receiving treatment;
 - b) medical advice, diagnosis, care or treatment has been recommended;
 - c) clear and distinct symptoms are or were evident; or
 - d) its existence would have been apparent to a reasonable person in the circumstances.
24. **“Policyholder”** is the party to whom which the Policy is issued to and We enter into a contract with. Policyholder here means UOB (M) Berhad.
25. **“Specially Designated Nationals List”** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.
26. **“We/Our/Us”** means Liberty General Insurance Berhad, Registration Number: 197801007153(44191-P), Corporate Tower 9, Level 13A, Pavilion Damansara Heights, 3 Jalan Damanlela, 50490 Kuala Lumpur.
27. **“You/Your”** means the Policyholder and/or the Cardmember, as applicable.

General Exclusions

These exclusions apply to all benefits. In addition to any exclusion which apply to a particular benefit (called “Additional Exclusions”), this Master Policy does not cover loss caused by:

- a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil commotion, civil war, riot, revolution, insurrection or military or usurped power;
- b. Engaging in military duty with any armed forces of any country or international authority;
- c. Suicide, or any attempts thereat, suicide pacts or agreement, while sane or insane, deliberate self-inflicted injury;
- d. Engaging in pot-holing, professional sport where the Cardmember’s livelihood is substantially dependent on income received as a result of playing sport, racing other than on foot or engaging in any motor sports as a rider, driver and/or a passenger;
- e. Engaging in aviation (other than as a fare-paying passenger on a Common Carrier);
- f. Engaging in any aerial activity, including parachuting and hang-gliding, except as a passenger in any properly licensed aircraft;
- g. Illegal and/or criminal acts by the Cardmember or the Cardmember’s executors, administrators, legal heirs or personal representatives;
- h. The Cardmember riding/driving without a valid license;
- i. The Cardmember under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor’s advice;
- j. Nuclear reaction, radiation, or radioactive contamination;
- k. Any condition which is, results from or is a complication of infection with a venereal disease;
- l. Any condition which is, results from or is a complication of congenital conditions or deformities;
- m. Any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression;
- n. Any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion thereof unless solely and directly by the Accident;

- o. Acupuncture treatment;
- p. Pre-existing Medical Conditions;
- q. Illness, disease, bacterial or viral infection, even if contracted by accident, other than bacterial infection that is the direct result of an accidental cut or wound or accidental food poisoning (applicable to Part A – Personal Accident only);
- r. The Cardmember travelling contrary to the advice of a Doctor or for the purpose of obtaining medical treatment;
- s. In respect of any property specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance;
- t. Accidental Injury or illness occurring on or after the thirty (30) day of the Cardmember's Journey.
- u. Any condition which is or result from or is complication of infection with Human Immunodeficiency Virus ("HIV"), any variance including Acquired Immune Deficiency ("AIDS") and AIDS Related Complications ("ARC") or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC;
- v. Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated Nationals List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

Sanctions Limitation And Exclusion Clause Applicable to this Policy

We shall not be liable to pay any benefit under this policy to the extent that such cover, payment of such claim or such benefit would expose us to any sanction, prohibition or restriction under united nations resolutions or the trade economic sanctions, laws or regulations or the European Union, United Kingdom or Unite States of America.

Part A – Personal Accident

Section 1 – Accidental Death Benefit

If during the Period of Insurance the Cardmember sustains Accidental Injury which results in his/her Death within three hundred and sixty-five (365) days from the date of Accident, We will pay the relevant benefits up to the sum insured as stated in the Master Policy Schedule.

Section 2 – Permanent Disablement Benefit

If during the Period of Insurance the Cardmember sustains Accidental Injury which results in one of the Permanent Disabilities shown in the Table of Benefits below within three hundred and sixty-five (365) days from the date of Accident, We will pay the relevant benefits to the extent specified below up to the sum insured as stated in the Master Policy Schedule.

Table Of Benefits:

Permanent Disability	% Of Sum Insured
(a) Permanent Total Disability	100%
(b) Permanent Loss of two (2) limbs	100%
(c) Permanent Loss of sight in two (2) eyes	100%
(d) Permanent Loss of one (1) limb and sight in one (1) eye	100%
(e) Permanent Loss of speech and hearing	100%
(f) Permanent Loss of one (1) limb or sight in one (1) eye	50%
(g) Permanent Loss of speech	50%
(h) Permanent Loss of hearing in both ears	50%
(i) Permanent Loss of hearing in one (1) ear	30%

For permanent disability not specified above, We will adopt a percentage that is consistent with the above scale without reference to the Cardmember's occupation.

Provisions:

1. Loss of use of a member shall be treated as Loss of the member.
2. If compensation is payable for Loss of a whole member of the body, then compensations for parts of that member cannot also be claimed.
3. If the Cardmember sustains more than one (1) Permanent Disability stated in the above table of benefits, We will pay the one that gives the highest benefit.

Exposure

In the event the Cardmember is unavoidably exposed to the elements as a result of an Accident and because of such exposure, suffers Death, the relevant benefit shall be payable by Us subject to the terms and conditions of this Master Policy.

Disappearance

In the event the Cardmember disappears following the disappearance, sinking or wrecking of a conveyance in which the Cardmember was travelling and after three hundred and sixty five (365) days, it is reasonable to believe that the Cardmember would have died as a result of Accidental Injury at the time of the disappearance, sinking or wrecking of the conveyance, the relevant Benefit shall be payable by Us subject to the terms and conditions of this Master Policy and the receipt by Us of a signed undertaking from the Cardmember's personal representatives, in such form as We may require, that if such belief is subsequently found to be wrong, any Benefits paid shall be immediately refunded to Us in full and the Cardmember will be liable to pay interest on any sum paid by Us for such period and at such rate as We may determine.

Sum Insured for Part A - Section 1 and 2
RM 1,000,000 per Cardmember

Part B – Travel Inconvenience

Section 1 – Missed Flight Connection

If during the Period of Insurance and whilst on a Journey, the Cardmember's confirmed onward connecting scheduled flight is missed at the transfer point due to late arrival of his/her incoming confirmed connecting flight and no alternative onward transportation is made available to the Cardmember after six (6) hours of the actual arrival time of his/her incoming flight, We will pay the benefit as stated in the Master Policy Schedule for charges incurred in respect of hotel accommodation and restaurant meals or refreshment provided the cost of the purchase of the entire passenger fares of the Journey is charged to the Cardmember's Card.

Part B – Section 1	Missed Flight Connection	
Geographical Location	Overseas	Inbound (arrived to Malaysia)
Individual	Up to RM1,000	Up to RM 1,000

We shall pay the reasonable costs incurred for:

- a. meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and from between the airport and the hotel;
- b. essential clothing and requisites if the Cardmember's Baggage has been checked in, provided always that any costs incurred must be accompanied by proof of purchase such as but not limited to receipts, bank statement or credit card statements. If no proof of purchase is provided, We may decline the claim or accept it at a reduced value.

Section 2 – Flight Delay

In the event that the departure of the aircraft in which the Cardmember has made arrangements to travel is delayed for at least four (4) hours at any single destination from the time specified in the itinerary supplied to him/her due to adverse weather conditions or mechanical breakdown/derangement of the aircraft or due to grounding of an aircraft as a result of mechanical or structural defect, We will pay the benefit for four (4) hours delay up to a maximum sum insured as stated in the Master Policy Schedule provided the cost of the purchase of the entire passenger fares of the Journey is charged to the Cardmember's Card.

Part B – Section 2	Flight Delay	
Geographical Location	Overseas	Inbound (arrived to Malaysia)
Individual	Up to RM 1,000	Up to RM 1,000

We shall pay the reasonable costs incurred for:

- a. meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and from between the airport and the hotel
- b. essential clothing and requisites if the Cardmember's Baggage has been checked in.

Additional Exclusions

The Master Policy does not cover claims arising directly or indirectly or due to:

- a. The Cardmember's failure to check-in according to the itinerary supplied to him/her.
- b. Strike or industrial action;
- c. The Cardmember's late arrival at the airport after check-in time.

Additional Claim Procedure

Any claims in respect of travel delay must be accompanied by the itinerary supplied to the Cardmember and written confirmation from the Common Carrier (or their handling agents) of the number of hours of delay and the reason for such delay, provided always that the claim must be accompanied by proof of purchase such as but not limited to receipts, bank statement or credit card statements. If no proof of purchase is provided, We may decline the claim or accept it at a reduced value.

Section 3 – Baggage Delay

If the Cardmember's Baggage that is accompanied and checked in with the Common Carrier is not delivered to him/her within six (6) hours of his/her arrival at the scheduled destination in the course of his/her Journey, We will reimburse up to the sum insured as stated in the Master Policy Schedule for the purchase of emergency essential clothing and requisite items provided the cost of the purchase of the entire passenger fares of the Journey is charged to the Cardmember's Card. This benefit is payable for only one delay for any one Journey.

Part B – Section 3	Baggage Delay	
Geographical Location	Overseas	Inbound (arrived to Malaysia)
Individual	Up to RM1,000	Up to RM1,000

Note: The Cardmember cannot claim under both Baggage Loss and Baggage Delay for the same event.

Additional Claim Procedure

Any claims for indemnity for the purchase of emergency essential clothing and requisite items must be accompanied by the originals of all bills and receipts, containing sufficient detail to identify the items purchased.

Section 4 – Baggage Loss & Damage

If during the Period of Insurance and whilst the Cardmember is on a Journey, sustains loss or damage to Baggage, We will pay the benefit as stated in the Master Policy Schedule for each loss of Baggage provided the cost of the purchase of the entire passenger fares for the Journey is charged to the Cardmember's Card.

If the Cardmember's Baggage that is accompanied and checked in with the Common Carrier is not delivered to him/her within twenty-four (24) hours of his/her arrival at the scheduled destination in the course of his/her Journey, We will reimburse up to the sum insured as stated in the Master Policy Schedule for the purchase of emergency essential clothing and requisite items.

Part B – Section 4		Baggage Loss
Geographical Location	Overseas	Inbound (arrived to Malaysia)
Individual	Up to RM2,500	Up to RM 1,000

Part B – Section 4		Baggage Damage
Geographical Location	Overseas/Inbound (arrived to Malaysia)	
Individual	Up to RM250	

Conditions

1. The Cardmember shall take all reasonable precautions for the safety of all Baggage.
2. On the happening of any loss or damage, We shall be entitled:
 - a. to take and keep possession of such baggage and to deal with salvage in a reasonable manner
 - b. at Our option, to repair or replace baggage for which We are liable.
3. In respect of loss or damage to any one article forming part of a pair or a set, the value of the particular part or parts which may be loss or damaged will be assessed without reference to any special value such parts may have forming a pair or set.
4. In the event of loss or damage, the Cardmember must obtain a written report of such loss either in the form of a police report or a baggage irregularity report or such similar reports from other carriers or bailers.
5. Any claims must be accompanied by proof of purchase such as but not limited to receipts, bank statement or credit card statements. If no proof of purchase is provided, We may decline the claim or accept it at a reduced value.

Property Not Covered

We will not pay for damage or loss of:

- a. Animals;
- b. Motor vehicles, aircraft and other conveyances or equipment or parts pertaining to such conveyances;
- c. Artificial limbs, false teeth, any type of eyeglasses or contact lenses;
- d. Tickets, except for administrative fees required to reissue tickets;
- e. Money, stamps, stocks and bonds, postal or money orders;
- f. Property shipped separately under any freight agreement or sent by postal or courier services;
- g. Credit cards;
- h. Contraband.

Additional Exclusions

The Master Policy does not cover:

- a. Loss or damage arising from confiscation or requisition by customs or governmental authority; or
- b. Loss or damage to stamps, documents, contact or corneal lenses or damage to fragile articles; or
- c. Loss or damage to business goods or samples; or
- d. Normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement; or
- e. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained; or
- f. Cost of reproducing data whether recorded on tapes, cards, discs or otherwise; or
- g. Loss or damage due to defective materials or craftsmanship; or
- h. Loss or damage due to rodents, animals or insects; or
- i. Loss not reported to police within twenty-four (24) hours of discovery and a report obtained at the place of loss.
- j. more than RM 1,000.00 in respect of any one article, or a pair or set of articles, unless such article is specified therein.

Section 5 – Europ Assistance

The Cardmember is entitled to obtain assistance from Europ Assistance in respect of the following:-

1. 24 hours Alarm Centre
Europ Assistance shall provide, maintain and operate an alarm center 24 hours a day, to which policyholder can call and request for the services set out in this below schedule.
2. Medical Assistance
 - i) Medical Service Provider Referral
In the event that policy holder requires a referral for medical services while travelling, Europ Assistance shall exercise its best efforts to provide to the policyholder, upon request, the name, address, telephone number and, if available, the business operating hours of Physicians, hospitals and clinics (collectively “Medical Service Providers”). Europ Assistance shall not be responsible for providing medical diagnosis or treatment and cannot guarantee the quality of the Medical Service Providers. Although Europ Assistance shall make such referrals, the final selection of a Medical Service Provider shall be the decision of the policyholder.
 - ii) Arrangement of Appointments with Local Doctors for Treatment
Europ Assistance will assist the policyholder to arrange for appointments with general practitioners or specialized Doctor.
3. Travel Assistance
 - i) Inoculation and Visa Requirement Information
Europ Assistance will provide information concerning inoculation/vaccination and visa requirements of the member’s travel destination as specified by the World Health Organization and/or according to each country’s published immigration notice.
 - ii) Referral to Interpreter/Translator
In the event the policy holder requires translation assistance during the policyholder’s travel, Europ Assistance will refer the policyholder to an interpreter/translator, where available.
 - iii) Lost Items/Personal Belongings
Europ Assistance will assist the policyholder who has lost their luggage, documents and/or personal belongings while traveling by referring the policyholder to the appropriate authorities involved.

- iv) Embassy Referral
Europ Assistance will provide to the policyholder the address, telephone number and operating hours of the nearest appropriate consulate and/or embassy.
- v) Foreign Exchange, Weather and Flight Information
Europ Assistance will provide information to the policyholder regarding the exchange rate of major foreign currencies, weather forecast and flight information of the policyholder's travel destinations(s). Where applicable, the information will only be available for the present day, the date before and the date after the policyholder's enquiry.
- vi) Emergency Message Transmission Assistance
In the event of an emergency or a hospital confinement, Europ Assistance will undertake to keep the policyholder's immediate family members informed, upon policyholder's or the policyholder's companion's request and consent to do so.

General Conditions

1. Interpretation
This Master Policy, including any endorsements and amendments, if any shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.
2. Terms and Conditions
Payment of any benefit under this Master Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the benefit.
3. Notice of Trust or Assignment
In the event the Policyholder provides Us with a thirty (30) days' notice in writing informing Us of assignment of the Policyholder's rights or interests under the Master Policy, or delegation of its obligations thereunder, to (i) a successor pursuant to a merger, reorganization, consolidation or sale of the Policyholder, or (ii) an entity that acquires all or a substantial portion of the Policyholder's assets or business to which the Master Policy relates ("Successor Entity"), then, subject to Us acknowledging receipt of such notice in writing, the Policyholder under this Master Policy shall be amended to be that of the Successor Entity upon the expiry of the 30 days' notice period, with all other terms and conditions of this Master Policy remaining as is.
Except as otherwise provided above, We shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Master Policy.
4. Entire Contract Changes
This Master Policy, including the endorsements and amendments, if any, will constitute the entire contract between the Policyholder and Us. No change in this Master Policy shall be valid unless approved by Us and evidenced by endorsement or amendment.
5. Misrepresentation/Fraud
If the proposal or declaration (whether verbal or written) by the Cardmember is found to be deliberately or recklessly untrue in any respect or if any material fact affecting the risk has been deliberately or recklessly incorrectly stated or omitted, or if this insurance, or any renewal thereof shall have been obtained through any deliberate or reckless misstatement, misrepresentation or suppression, or if 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 these cases, the coverage in respect of that Cardmember under this Master Policy shall be void.
6. Currency
Premiums and benefits payable under this Master Policy shall be made in Ringgit Malaysia (RM).

7. Clerical Error
A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.
8. Jurisdiction
All disputes relating to this Master Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.
9. Governing Law
This Master Policy shall be governed by and interpreted in accordance with Malaysian Law.
10. Geographical Limits
For Part A - Personal Accident
The coverage as afforded under this Master Policy is twenty-four (24) hours a day worldwide unless otherwise endorsed or amended.

For Part B - Travel Inconvenience
The coverage as afforded under this Master Policy shall apply twenty-four (24) hours a day anywhere in the world outside the Cardmember's Country of Residence and during the Period of Insurance as stated in the Master Policy Schedule unless otherwise endorsed or amended.
11. Legal Action
No action shall be brought to recover on this Master Policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the requirements of this Master Policy.
12. Benefit Limitation
The Cardmember shall not be covered under more than one Master Policy issued to the Policyholder. If the Cardmember is covered under more than one (1) such policy, We will consider that person to be covered under the policy which provides the highest benefits. Where the benefits under any additional policy are identical, We will consider that Cardmember to be insured under the policy issued first. All coverages not recognised by Us shall be cancelled.
13. Variation
The terms of this Master Policy may be varied, amended, modified or suspended by an agreement in writing between Us and the Policyholder, without the consent of any Cardmember.
14. Due Diligence
The Cardmember shall use due diligence and do all things reasonably practicable to avoid or diminish any risk of damage to or theft of Personal Property so insured under the Master Policy.
15. Cancellation by Us
We may cancel this Master Policy at any time by giving thirty (30) days' notice in writing delivered to the Policyholder or mailed to the last address as notified to Us. In the event of such cancellation, We will return the pro-rata portion of any premium paid. Such cancellation shall be without prejudice to any claim in respect of any event occurring prior to the effective date of such cancellation.
16. Cancellation by the Policyholder
The Policyholder may cancel this Master Policy at any time by written notice delivered or mailed to Us provided no claim has arisen during the Period of Insurance. In the event of such cancellation, We will promptly return any portion of the premium paid that has not been deemed to be earned by Us. The premium earned shall be, computed in accordance with the applicable percentage indicated below, subject to Our customary minimum premium at the time such cancellation is effected.

Percent of Annual Premium

Period covered not exceeding	Short Period rates of annual premium
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75 %
Over 6 Months	100%

Such cancellation shall be without prejudice to any claim in respect of any event occurring prior to the effective date of such cancellation. In the event of any such claim, We shall be entitled to recover all premiums refunded and set-off such amounts from any claim payable by Us.

17. Your Duty to Us

You must take reasonable care:

- a) not to make a misrepresentation to Us when answering any questions We may ask;
- b) when renewing this Policy or any coverage, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy or such coverage; and
- c) to disclose to Us any matter, other than what We have asked in (a) and (b) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied. Breach of Your duty as stated above may result in Us avoiding the Policy or affected coverages and refusing all claims, or the terms of the Policy or affected coverages being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non- disclosure and the effect of the said misrepresentation or non-disclosure.

Claims Provision

1. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Master Policy, written notice shall be given to Liberty General Insurance Berhad, Claims Department, Corporate Tower 9, Level 13A, Pavilion Damansara Heights, 3 Jalan Damansara, 50490 Kuala Lumpur, as soon as possible or in any event, within thirty (30) days after the date of occurrence.

If the Cardmember, or the Cardmember's legal representative wishes to make a claim on behalf of the

Cardmember, they must:

- (a) Complete a claim form (claim forms are available from Us);
- (b) attach to the claim form:
 - i. original receipts for any expenses that are being claimed;
 - ii. any reports that have been obtained from the police, a Common Carrier or other authorities about an accident, loss or damage;
 - iii. proof that the Cardmember was an existing and valid Cardmember at the date of the occurrence of the event giving rise to a claim under this Master Policy, including but not limited to the relevant Card statement; and/or
 - iv. any other documentary evidence required by Us under this Policy.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the occurrence taking place which gives rise to a claim; and
- (d) give Us at the Cardmember's, or the Cardmember's legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

2. Interest

No amount payable under this Master Policy shall carry interest unless provided by law.

3. **Terms and Conditions**
The due observance and fulfilment of the terms, provisions and conditions of this Master Policy in so far as they relate to anything to be done or complied with by the Cardmember shall be conditions precedent to Our liability to make any payment under this Master Policy.
4. **Fraudulent Claims**
If any claim under this Master Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Cardmember or anyone acting on the Cardmember's behalf to obtain benefit under this Master Policy, We shall be under no liability in respect of such claim.
5. **Contribution**
If at the time of any loss or damage arising under the Master Policy (other than Personal Accident claim) there is any other insurance covering the same loss or damage, We will not pay any amounts which are recoverable from any other insurance coverage that the Cardmember is entitled to.
6. **Company's Right After a Claim**
We shall be allowed to conduct in the Cardmember's name and on the Cardmember's behalf the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit but in the Cardmember's name to recover compensation from any third party in respect of anything covered by this Master Policy.
7. **Payment of Benefits**
Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the benefits.
Benefits payable under this Policy shall be paid to the Cardmember.

Any benefits payable under this Policy in the event of Death shall be paid to the Cardmember's nominee or to the person We are required to pay under the law, if there is no such nominee.

If the Master Policy is cancelled, this does not affect the Cardmember's right to make a claim under the Master Policy provided that the loss occurred before the date of cancellation.

Complaints

1. If You have any complaints in relation to Our services and/or matters relating to this Policy, You are advised to contact Us at:
Liberty General Insurance Berhad
Registration Number : 197801007153(44191-P)
Liberty Insurance Tower CT9, Pavilion Damansara Heights,
3, Jalan Damanlela, Pusat Damansara,
50490 Kuala Lumpur.
Toll Free : 1 300 88 8990
Tel : 03 2268 3333
Fax : 03 2268 2222
eMail : customer@libertyinsurance.com.my
2. In the event You are not satisfied with Our decision, You can refer the matter to Ombudsman for Financial Services ("OFS") or Bank Negara Malaysia. You can contact them at:

PENGARAH

Jabatan LINK & Pejabat Wilayah Bank Negara Malaysia
P.O. Box 10922 50929 Kuala Lumpur.
Toll Free : 1-300-88-5465



Tel : +6 03 2174 1515
eMail : bnmlink.bnm.gov.my

Ombudsman for Financial Services Level 14 Main Block
Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Office : +6 03 2272 2811
Tel : +6 03 2272 1577
eMail : enquiry@ofs.org.my
(for claim matters within OFS's jurisdiction only)

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

Privacy Notice

The Insured hereby confirms that having read, understood and agreeing to be bound by the Company's Privacy Notice (which is available at www.libertyinsurance.com.my) and the clauses herein, as may relate to the processing of the insured's personal information. For avoidance of doubt, the insured agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Policy.

In the event the Insured provides personal information relating to third parties, including information relating to the Insured's next of kin for the purpose of providing the Insured with insurance products and/or services the Insured:

- (a) confirms having obtained their consent and/or are otherwise entitled to provide this information to the Company and for the Company to use in accordance with this Policy;
- (b) agrees to ensure that the personal information of the said third parties is accurate; and
- (c) agrees to update to the Company in writing of any material change to the said personal information.

The Insured hereby authorises the transfer of the Insured's personal information to places outside Malaysia when carrying out any of the purposes of this Policy and acknowledge and agree that in transferring the personal information as referred to in this Policy, the Insured's personal information may be transferred to, accessed, controlled and processed (directly or indirectly) by entities outside Malaysia who may act on behalf of the Company and/or any Liberty Mutual Group of Companies and by overseas regulators and authorities in connection with their legitimate duties.

Personal Data Protection Act 2010

The Personal Data Protection Act 2010 came into force on 15 November 2013. Liberty Insurance Berhad is committed to protecting your privacy. Please visit www.libertyinsurance.com.my for our complete and detailed privacy notice.

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