

## **UOB VISA INFINITE METAL CARD**

### **TRAVEL PERSONAL ACCIDENT AND PURCHASE PROTECTION POLICY**

1. United Overseas Bank (Malaysia) Bhd (271809-K) having applied to Liberty Insurance Berhad (16688-K) and having paid or agreed to pay the premium in consideration for the insurance herein, agree with Liberty 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.
2. The Eligible Cardmember entitled to enjoy this service is defined as the UOBM Visa Infinite Metal Card Cardmember.
3. The following shall not be eligible for this Travel Personal Accident Insurance Agreement:-
  - a. Cardmembers whose account(s) are terminated, suspended or cancelled within the Insured Period;
  - b. All other UOBM Credit and Debit Cardmembers who do not hold a UOBM Visa Infinite Metal Card;
  - c. Any accounts held with UOBM that are delinquent or unsatisfactorily conducted as determined by UOBM at its sole and absolute discretion;
  - d. Persons who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

### **TRAVEL PERSONAL ACCIDENT POLICY**

#### **PART 1: SIGN & FLY COVERAGE**

##### **SECTION 1: COMMON CARRIER TRAVEL ACCIDENT**

###### **1.0 Preamble**

Liberty Insurance Berhad will pay to the Insured Person the Benefit if any Insured Event described under Section 1.2 shall happen to the Insured Person whilst riding as a passenger and while boarding or alighting from any Public Conveyance being operated by a Common Carrier for which the Full Fare of the Insured Person has been charged by the Cardholder to their UOB Visa Infinite Metal Card account. 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 riding 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 until they reach their next destination.

Provided that in respect of items 1.0 b) i and b) ii, the Insured Person's Full Fare for such travel by air has been charged by the Cardholder to their UOB Visa Infinite Metal Card account.

Should the travel specified in items 1.0 a), b) i and b) ii form part of a packaged tour, cover shall apply only if a minimum of 80% of the total cost of the package tour has been charged to the Cardholder's UOB Visa Infinite Metal Card account.

###### **1.1 Schedule of Benefits**

Subject always to Item 1.4 on Limit of Liability and 1.5 on Multiple Cover Limit, 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 the Sign & Fly Coverage is for Bodily Injury resulting in death or disability 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 as set out above, 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 RM 1,000,000.

The sum payable to the Cardholder’s legal Spouse and Child shall be limited up to maximum 50% and 5% respectively of the Capital Sum Insured of the Cardholder.

## 1.4 Limit of Liability

The maximum combined liability of Liberty Insurance Berhad under the Part 1: Section 1: Common Carrier Travel Accident coverage in respect of any one Loss Occurrence shall be RM 30,000,000.

Should the aggregate amount of all claims payable from any one Loss Occurrence exceed RM 30,000,000 then the amount payable in respect of each Insured Person shall be proportionally reduced.

## 1.5 Multiple Cover Limit

It is expressly agreed that in the event that the Insured Person is covered as a Cardholder and a Spouse and/or Child, Liberty Insurance Berhad maximum limit of liability shall be the Capital sum Insured, whichever is higher.

## 1.6 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 or riding 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.

### **1.7 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 to 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 and indirectly by an insured person if that insured person is :
    - a. a terrorist;
    - b. a member of a terrorist organization;
    - c. a narcotics trafficker; or
    - d. a purveyor of nuclear, chemical or biological weapons.

## **PART 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 in Part 2.1 below if any Insured Event described under Part 2.2 shall happen whilst the Insured Person is travelling as a fare-paying passenger in a Scheduled Flight for which the Full Fare of the Insured Person has been charged by the Cardholder to their UOB Visa Infinite Metal Card account. Should such travel be part of a packaged tour, cover shall apply only if a minimum of 80 % of the total cost of the package tour has been charged to the Cardholder's UOB Visa Infinite Metal Card account.

## 2.1 Schedule of Benefit

BENEFIT	Delayed Flight / Missed Flight Connection	Baggage Delay	Baggage Loss	Baggage Damage
Cardholder	Up to RM 2,000	Up to RM 2,000	Up to RM 4,000	Up to RM 2,000
In the aggregate of any one Family	Up to RM 2,000	Up to RM 2,000	Up to RM 4,000	Up to RM 2,000

## 2.2 Insured Events

### 2.2.1 Flight Delay

Liberty Insurance Berhad 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 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.

### 2.2.2 Missed Flight Connection

Liberty Insurance Berhad 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 Insured Person's baggage has been checked –in,

if the late arrival of the Insured Person's in coming Scheduled Flight on which they are travelling results in them 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.

### 2.2.3 Baggage Delay

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 for 6 consecutive hours following the scheduled arrival at the airport of destination. Liberty Insurance Berhad will not pay for baggage delay when it occurs on the return journey to Malaysia.

### 2.2.4 Baggage Loss

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 check 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 travelling.

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.

### **2.2.5 Baggage Damage**

Subject to the terms and conditions of this Policy, while the Insured Person is on a Journey, Liberty Insurance Berhad will indemnify the Insured Person up to the maximum limit as specified for baggage damage, less a deduction for any wear, tear or depreciation or any compensation paid either by the Common Carrier or other insurance(s), if the damage to the Insured Person's checked in baggage caused by a Common Carrier, provided always that such checked– in baggage was checked – in by an authorized official of the transport operator with whom the Insured Person was travelling.

Such baggage damage must be declared to an authorized personnel of the Common Carrier to receive such a claim within 24 hours, as soon as the Insured Person is aware of the damage. Any claim made under this section must be accompanied by proof of compensation received from the Common Carrier or where such compensation is denied, proof of such denial.

### **2.2.6 Special Provisions**

- a) If at the time of any claim arising under items 2.2.3, 2.2.4 and 2.2.5 there is another valid and collectable insurance covering all or part of the same loss, this Part will apply only to the amount of any loss in excess of that recoverable under the other insurance(s) or Common Carrier.
- b) Any amount paid under item 2.2.3 will be deducted from any payment due under item 2.2.4 in respect of the same claim.
- c) It is expressly agreed that in the event that the Insured Person is covered as a Cardholder and a Spouse and/or Child, Liberty Insurance Berhad's maximum limit of liability shall be the amount stated in Schedule of Benefit in Part 2.1, whichever is the higher.
- d) Under item 2.2.5, for each person we will not pay for:
  1. the first RM50 of each and every incident giving rise to a claim.
  2. more than RM500 in respect of every single article, pair or set of articles.
  3. more than the proportionate part of the value of an article belonging to a pair or set in the event of baggage damage, without reference to any special value which such article may have as part of such pair or set.

### **2.3 Exclusions**

This Part 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 criminal act;
  - iii) failure of the Insured Person to take reasonable and necessary measures to save or recover lost baggage or baggage damage;
  - iv) failure of the Insured Person to notify airport/Airline authorities of missing or damaged baggage at the destination point and obtain a property irregularity report for losses or damages 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, of 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, 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.

### **PART 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, 8<sup>th</sup> Floor, Menara Liberty, 1008, Jalan Sultan Ismail, 50250, Kuala Lumpur by contacting Liberty Insurance Berhad at 1-300-888-990 or by emailing to [callcentre@libertyinsurance.com.my](mailto: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 a form and manner prescribed by Liberty Insurance Berhad or the designated representative of Liberty Insurance Berhad. The Insured Person shall do such acts and things as Liberty Insurance Berhad or the designated representative of Liberty Insurance Berhad 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 was charged to a UOB Visa Infinite Metal Card account.
  - 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 of baggage.
  - g) Letter or proof of claims or denial of claims from the Common Carrier operator on the baggage damage.
  - h) Proof of purchase such as but not limited to receipts, bank statements or credit card statements for baggage damage. If no proof of purchase is provided, Liberty Insurance Berhad may decline the claim or accept it at a reduced value.
- 3.4 Indemnity for loss of life will be payable to the estate of the Insured Person. All indemnities of any other class losses is payable to the Insured. Benefits payable under the Policy for valid claims will be credited to the Insured Person's UOB Visa Infinite Metal Card account.
- 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 consequence 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.
- 3.6 If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured or the Insured Person or anyone acting on behalf of the Insured or the Insured Person to obtain any Benefit under this policy, Liberty Insurance Berhad shall be under no liability in respect of such claim.

#### **PART 4**

##### **SECTION 1: 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 Insured that applies either wholly or in part of this policy must have the prior written approval of Liberty Insurance Berhad prior to release of the same to the Cardholders. The terms and conditions of this policy shall override and be paramount over any other agreement made between the Insured and the Cardholder.
3. All amounts herein are expressed in Malaysian Ringgit.
4. This policy may be cancelled at any time at the request of the Insured by giving 30 days written notice to the Customer Servicing Group, 10<sup>th</sup> Floor, Menara Liberty, 1008, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia in which case Liberty Insurance Berhad will retain the customary pro – rated 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 Insured, in which case Liberty Insurance Berhad shall repay on demand 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 Insured, 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 close of the policy term or of its anniversary date or of its renewal date. At the date, the Insured will report the actual number of Cardholders 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 Insured as appropriate, subject to such minimum premium as may be required by Liberty Insurance Berhad from time to time.

Liberty Insurance Berhad shall have the right to examine all the books and records of the Insured 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 insured person has obtained their 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 certificate of 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 right to obtain access, request correction or withdraw its consent to the use of any of its personal information held by Liberty Insurance Berhad.
10. Consent to update personal data by submitting the application for coverage, the insured person has agreed and given consent to Liberty Insurance Berhad to the inquiry and use of updated payment details of all the credits cards maintained with the same issuing bank providing his/her credit card facilities.
11. Any dispute or difference which may arise between the insured/insured person and Liberty Insurance Berhad can be referred to the Kuala Lumpur Regional Centre for 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.
12. This policy shall be construed in accordance with laws of Malaysia and/or directives issued by the Malaysian insurance regulatory bodies.
13. Words importing singular meaning, where the context so admits, include the plural meaning vice versa.
14. The insurance cover provided will terminate as of the date a person ceases to be a Cardholder or the date of termination of this policy, whichever is earlier.



15. The Insured Person shall take all reasonable precautions 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.
16. All communication to Liberty Insurance Berhad shall be in writing or other means acceptable by Liberty Insurance Berhad.
17. Time refers to Malaysian time.
18. Changes in this policy includes the endorsement and attached papers, if any, and contains the entire contract of insurance.
19. Upon renewal, premium rates are not guaranteed. Liberty Insurance Berhad reserves the right to revise the premium based on the claims experience of the Insured Person covered by this Policy, for which the changes will be applicable for all persons under this policy irrespective of their individual claims experience.
20. 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.
21. This policy can be reinstated with Liberty Insurance Berhad’s consent provided that the Insured makes an application to reinstate and provides 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 1<sup>st</sup> 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 had 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 the lapse date of the policy and reinstatement of the policy.
22. If Liberty Insurance Berhad becomes 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 Insured Person against any party and shall be entitled at its own expense to sue in the name of the Insured Person. The 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 any and all documents as required by Liberty Insurance Berhad.
23. No legal proceeding against Liberty Insurance Berhad is valid within ninety (90) days from the date of Accident.

## SECTION 2: DEFINITIONS

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 against the relevant Insured Event.
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. **“Cardholder”** means the holder of a valid UOB Visa Infinite Metal Card issued by the Insured and billed in Malaysia.
6. **“UOB Visa Infinite Metal Card”** means UOB card (basic and supplementary only).
7. **“Common Carrier”** means a conveyance that is licensed for the carriage of passengers in accordance with the conditions and statues laid down by the appropriate regulatory authorities and that is available for use by fare paying passengers.
8. **“Child / Children”** means an insured person’s biological/legally adopted/step child who has attained aged thirty (30) days old and below eighteen (18) years old or aged below twenty three (23) years old if they are financially dependent and are in full time education.
9. **“Concessionary Fare”** includes:
  - a) Discounted tickets offered by a Public Conveyance operator;
  - b) Tickets offered on special promotions, including ‘free tickets’ given together with purchased tickets, the cost of which have been charged by the Cardholders to their UOB Visa Infinite Metal Card account, provided both purchased tickets and free tickets” were issued in the names of Insured Person;
  - c) Tickets offered as part of UOB bank Rewards Programs or similar programs offered by the Insured with or without additional cost chargeable. In the event that cost is chargeable, 100 % of such cost must be charged by the UOB bank Cardholders to their UOB Visa Infinite Metal Card account.
10. **“Date of Accident”** is the date when the Accident occurs.
11. **“Family Members”** means the following:
  - a) the Cardholder’s Spouse and
  - b) all the Cardholder’s Children
12. **“Full Fare”** means the 100 % fare payable by the Cardholder on standard fare or Concessionary Fare.
13. **“Insured”** means United Overseas Bank (Malaysia) Bhd (271809-K)
14. **“Insured Event”** means the events covered under this policy more particularly described in each section of this policy.
15. **“Insured Person”** in respect of Section 1 – Common Carrier Travel Accident shall mean the Cardholder or any one of his Family Members as defined herein.
16. **“Loss Occurrence”** means each and every claim and or series of claims arising out of any one Accident or event.

The duration and extent of any one Loss Occurrence so defined shall be limited to 72 consecutive hours and a radius of 100 miles (160 kilometers) radius, and no individual loss which occurs outside this period or area shall be included in that Loss Occurrence.
17. **“Journey”** means a Return Journey that commences from Malaysia.
18. **“Permanent”** shall mean lasting 12 calendar months from the date of accident and at the expiry of the 12 calendar month period being beyond hope of improvement.
19. **“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.

20. **“Policy Schedule”** shall mean the policy schedule attached to and forms part of this policy.
21. **“Medical Practitioner”** means a medical practitioner who is currently registered, licensed and qualified to practice western medicine within the scope of his/her 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.
22. **“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.
23. **“Return Journey”** means a return trip made by the Insured Person from Malaysia to the place(s) where the Insured Person expect to travel to and back.
24. **“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 a 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.
25. **“Sickness”** means any fortuitous somatic illness, sickness or disease.
26. **“Spouse”** means the legal spouse of the insured person.

## **PURCHASE PROTECTION PLAN POLICY**

### **SECTION 1 – THE COVER**

#### **1.0 Ambit of Cover**

Liberty 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 Insurance Berhad shall be entitled at its sole option to repair, reinstate, or replace the Personal Property which is lost or damaged (whether wholly or in part).

#### **2.0 Deductible**

Deductible is 50% of the loss amount.

#### **3.0 Limits**

- a) Liberty 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 Insurance Berhad's 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 Insurance Berhad's 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 Visa Infinite Metal Card	50,000	100,000

#### **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**

Shall mean 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 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 the Personal Property.

**Payment Card**

Shall mean a valid UOB Visa Infinite Metal Card issued by the Insured to the Insured Person to make payment for a purchase for personal use.

**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 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 Insurance Berhad.

**Personal Property**

Shall means any tangible personal property of the Insured Person and will include but its 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; and
- l) livestock, pets, animals, plants or other living creatures.

**2.0 Excluded Causes**

Liberty 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 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 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 claim or provision 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 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.

## 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 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 Insurance Berhad shall be furnished at the expense of The Insured Person and shall be in such form and manner prescribed by Liberty Insurance Berhad. The Insured Person shall comply with all requirements to do all such acts and things that Liberty 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 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 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 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 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 Insurance Berhad unless with prior written consent of Liberty Insurance Berhad.
7. In the event of a claim under this policy, Liberty 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 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 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 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 the endorsements and attached papers, if any, and contains the entire contract of insurance.

**ALTERATIONS:** Liberty 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 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 Insurance Berhad and such approval be endorsed herein.

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

**PREMIUM:** The premium due to Liberty 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 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 in arrears at the time of claim.

**RIGHT OF AUDIT:** Liberty 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.

**RECEIPTS:** Liberty 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 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 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 Insurance Berhad in the event (a) there has been a failure to disclose or there has been any mis-representation 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 of 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 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, an 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 WHOM 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 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 on the earliest of the following dates:

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

**CANCELLATION:** Liberty 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 Insurance Berhad in writing. Liberty Insurance Berhad will continue to provide cover under this policy for the remaining period for which the premium had 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 Costumer Servicing Group, 10<sup>th</sup> Floor, Menara Liberty, 1008, Jalan Sultan Ismail, 50250 Kuala Lumpur.

**ASSIGNMENT:** No assignment of interest under this policy shall be binding upon Liberty 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 Person reserves it 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.

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 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 Insurance Berhad to make any payment under this Policy.

Liberty 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.