

**MASTERCARD MALAYSIA
PLATINUM CARDS**

**EFFECTIVE DATE OF COVER
1st April 2019 to 31st March 2020**

SUMMARY OF COVER

Insurance Coverage	Maximum Benefit Amount (USD)
E-Commerce Purchase Protection	Per Occurrence: 200 Annual Aggregate: 200

**E- COMMERCE PURCHASE PROTECTION
TERMS & CONDITIONS FOR MALAYSIA CARDHOLDERS**

SECTION I GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter.

Annual Aggregate Limit means the maximum amount per Cardholder for which the Company is liable during the Policy Period.

Bank account means any account for personal use, with a bank or financial institution, against which the account holder can deposit and withdraw money, or, deposit and draw checks.

Burglary means the unlawful taking of **Your** property, or an attempt thereof, by a person or persons who illegally entered **Your** primary residence, using force or violence, with visible signs of forced entry.

Business means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for money or other compensation.

Cardholder(s) means all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account, in the Territory where such Eligible Card is issued by a participating Issuer.

Company means AIG Malaysia Insurance Berhad

Covered Purchases means Goods purchased on the internet

Credit account means any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.

Damage means items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.

Eligible Card means the Mastercard Platinum credit or debit cards issued within the Territory.

Eligible Cardholders means those Cardholders with Eligible who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

Excess means a monetary contribution **You** are required to pay towards a claim **You** make on this Policy

Goods means items, other than those listed in Coverage Exclusions below, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

Issuer means a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard card program in the Territory and is participating in the E-Commerce Purchase Protection offering to Cardholders.

Lost means no longer in Cardholders' possession due to having been (i) inadvertently misplaced, or, (ii) in an irretrievable place.

Natural Catastrophe means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and / or tsunami.

Payments means a payment to be made under the terms and conditions of the Policy by the Company.

Per Occurrence Limit means the maximum amount payable under the Policy for any single covered loss occurrence.

Policy Period means 1 April 2019 to 31 March 2020

Policy means this contract of insurance.

Policyholder shall refer to Mastercard Asia/Pacific Pte. Ltd.

Rewards Program means a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card.

Territory means Malaysia.

Terrorist Act means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the government where the event occurs.

War means any declared or undeclared war or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, Us, and Our means the company providing this insurance – AIG Malaysia Insurance Berhad

You means the beneficiary of the insurance coverage.

Your means belonging to or pertaining to You.

SECTION II COVERAGE

Subject to the coverage, limits and conditions specified in the policy schedule, We will cover You under e-Commerce Purchase Protection for Your global online purchase, and reimburse You for the following:

- a. Non-delivery/and or incomplete delivery of Goods and shipping charges, that are purchased on the internet: Goods are insured against non-delivery if the Goods have not been delivered within 30 days of the scheduled delivery, unless so otherwise stated by seller and the Seller has failed to refund You to Your card, in excess of other applicable insurance.
- b. Improper functioning of the Goods due to damage of delivered Goods: the delivered Goods are insured against improper functioning as a result of physical damage if the seller or courier has failed to refund You to Your card, in excess of other applicable insurance.

In the event of a valid claim We will pay You the purchase price for each item(s) of Your purchase, up to the amount as specified in the policy schedule.

SECTION III EXCLUSIONS

This Policy does not provide coverage for any of the following:

We will not pay for any claim, expenses or loss under this section in connection with:

- a. lawful confiscation by Police, Government Agencies, Courts or other empowered authorities;
- b. any fraudulent or willful act by You.
- c. any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories;

We shall not be liable to pay any claim under this Section for non-delivery of or in connection with:

- a. animals or plant life;
- b. cash, bullion, negotiable instruments, shares, travellers checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
- c. consumable or perishable items (including but not limited to food, flowers, drink, drugs, nutrition supplements);
- d. motor vehicles, motor cycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
- e. Goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
- f. Access to internet websites, mobile applications, software or data files downloaded off the internet including music files, photos, reading material, books and movies;
- g. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
- h. Goods purchased from a natural person either through a private transaction or an online auction website.
- i. Counterfeit or fake goods
- j. loss or damage due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water, pollution or contamination of any kind, manufacturing defects or inherent vice, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;
- k. losses due to mechanical failure, electrical failure; software or data failure;

- l. loss of data;
- m. Goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
- n. permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
- o. Goods used for, or intended to be used for, commercial, retail and/or property rental, or other business purposes;
- p. items that You have rented or leased;
- q. items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
- r. art, antiques, firearms and collectable items;
- s. furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- t. the costs or charges which do not relate to any purchase, which You paid for using Your card;
- u. misplacement;
- v. mysterious disappearance; or
- w. goods deemed to be illegal by local government authorities

SECTION IV CONDITIONS

To be eligible for coverage under the e-Commerce Purchase Protection section the following needs to be present or to have occurred.

1. The delivery address for the Goods must be to Your postal address in Malaysia.
2. A shipment tracking number must be assigned and provided by the seller of the Goods or a designated transportation company
3. You must take all actions necessarily reasonable to seek the seller to replace the Goods or refund the purchase amount to You.
4. You must have informed the Seller in writing (including by emails) and by registered mail of the Non-delivery of Goods and must have demanded for the replacement of the Goods or a full refund but the Seller has failed to deliver the replacement Goods or provided the refund.
5. In the event that a claim for non-delivery is paid to You, and the original Goods eventually arrive, You should pay back any indemnity received to Us.
6. In the event that a claim is submitted for improper functioning due to damage of delivered Goods- You shall notify the seller of the Goods and Us within 48 hours.
7. You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

SECTION V GENERAL PROVISIONS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) days from the date of the incident. Failure to give notice within (30) days from the date of the incident may result in a denial of the claim. To file a claim, log on to <https://my.mycardbenefits.com> or send a claim notification to:

AIG Malaysia Insurance Berhad
Claims Department
Level 18, Menara Worldwide

198, Jalan Bukit Bintang, 55100 Kuala Lumpur

Tel: 1800-18-3333

Languages Supported: English/Bahasa Malaysia

Call Centre hours: 9.00 am to 5.00 pm Monday to Friday (except Public Holidays)

Email: APAC.Mastercard@aig.com / MY.Mastercard@aig.com

2. Proof of Loss:

The Cardholder must provide to the Company:

- a) a signed claim form, if provided;
- b) Cardholder's statement of account or a copy of purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card;
- c) **Non-delivery:** In the event that a claim for non-delivery is paid to You and the original Goods eventually arrives, You should pay back any indemnity received to Us.

3. Payment of Claims: All payments to be made by AIG Malaysia Insurance Berhad shall be paid to Eligible Cardholders in the Territory in Malaysian Ringgit. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

4. Fraudulent Claims: If the claim is in any respect fraudulent all payments in respect of such claim shall be forfeited.

5. Governing Law and Jurisdiction: The policy shall be subject to the jurisdiction of the Malaysian courts and construed according to Malaysian laws.

6. Sanctions: The **Company** shall not be deemed to provide cover and the **Company** 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 the Company, the Company's 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.

7. Payments: All payments to be made by AIG Malaysia Insurance Berhad shall be paid to Eligible Cardholders in the Territory. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

8. Compliance with Policy Provisions: Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

9. Arbitration Clause:

(a) Any dispute, difference or question which may arise at any time hereafter between the Company and the Policyholder and/or Cardholder or his/her legal representatives in relation to the interpretation of the policy or the rights or liabilities of parties hereto shall be resolved by 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 in accordance with and subject to the provisions of the Malaysian Arbitration Act 2005 or any statutory modification or reenactment thereof for the time being in force.

10. Consent To Use Personal Data: The Policyholder and/or Cardholder is deemed to have read, understood, and consented to the collection and subsequent processing of the Policyholder and/or Cardholder's personal information by the Company (whether obtained during the application process or administration of this policy) in accordance with the Company's Privacy Notice as from time to time published on the Company's website at [http://www.aig.my/privacy-](http://www.aig.my/privacy-notice)

[notice](#), a copy of which has also been furnished to the Policyholder.

If the Policyholder and/or Cardholder submits information relating to other individuals, the Policyholder and/or Cardholder further represents and warrants that the Policyholder and/or Cardholder has the authority to provide information relating to the other individuals to the Company, that the Policyholder and/or Cardholder has informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Company's Privacy Notice.

11. Duty of Disclosure. The Policyholder and/or Cardholder has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form or when applying for this insurance, to answer all questions fully and accurately and to disclose any matter that the Policyholder and/or Cardholder knows to be relevant to the Company in accepting the risks and determining the rates and terms to be applied otherwise it may result in avoidance of the policy, refusal or reduction of claims, change of terms or termination of the policy. This duty of disclosure shall continue until the time the policy is entered into, varied or renewed. The Policyholder also has a duty to tell the Company immediately if at any time after the policy has been entered into, varied or renewed with the Company, any of the information given when the Policyholder applied for the Policy is inaccurate or has changed.

12. Service Tax ("ST"). The amount of Premium payable by the Policyholder for this Policy includes an amount on account of the ST payable by you. ST refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any competent tax authority.

Statement

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if **You** are applying for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions when applying for this insurance. **You** must answer the questions when applying for this insurance fully and accurately.

Failure to take reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

The above duty of disclosure shall continue until the time **Your** contract of insurance is entered into, varied or renewed with **Us**.

In addition to answering the questions when applying for this insurance, **You** are required to disclose any other matter that **You** know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given when applying for this insurance is inaccurate or has changed.

Should **You** require additional information about this policy or to request a copy of the master policy, please write in to:

AIG Malaysia Insurance Berhad (795492-W)

Level 18, Menara Worldwide

198, Jalan Bukit Bintang, 55100 Kuala Lumpur