

**MASTERCARD MALAYSIA  
WORLD CARDS**

**EFFECTIVE DATE OF COVER  
1<sup>st</sup> April 2019 to March 2020**

**SUMMARY OF COVER**

| <b>Insurance Coverage</b>      | <b>Maximum Benefit Amount (USD)</b>          |
|--------------------------------|--|
| E-Commerce Purchase Protection | Per Occurrence: 200<br>Annual Aggregate: 200 |
| Wallet Guard                   | Per Occurrence: 100<br>Annual Aggregate: 100 |

**Each insurance benefit limit described in this Guide is in United States Dollars (USD). Payment of claims will be made in local currency where required by law using the official Foreign Exchange Rates published on the date Claim payment is made.**

**PART A**

**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 World 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 the Policy.

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

The 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.

## PART B

### WALLET GUARD INSURANCE TERMS & CONDITIONS FOR MALAYSIA CARDHOLDERS

#### SECTION I DEFINITIONS

The following words shall carry the meanings defined below:

**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** shall refer to AIG Malaysia Insurance Berhad.

**Date of Loss** shall refer to the date when the covered incident takes place.

**Eligible Card** means a participating Issuer's Mastercard World credit and debit cards.

**Household Members** shall mean individuals who reside together with the Cardholder in the same premises when the covered incident takes place.

**Immediate Family** shall mean the Cardholder's parents, spouse, children, step-parents and step-children.

**Issuer** means a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard credit or debit card program in the Territory and is participating in the Wallet Guard offering to Cardholders.

**Payment Card** shall mean a valid ATM card, credit card, charge card or debit card issued by a licensed financial institution for personal use only.

**Period of Insurance** shall mean 1 April 2019 to 31 March 2020 which the Cardholder is covered under the terms and conditions set out and during which the Company is liable to pay for benefits arise thereof.

**Personal Papers** shall mean identification documents issued by the Cardholder's country's, state's or province's authorities including but not limited to the Cardholder's identity card, driving license and passport.

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

**Robbery** shall bear the meaning as defined under Section 390 of the Malaysian Penal Code i.e. the act of theft or attempted theft which in order to commit theft or in committing the theft, or in carrying away or attempting to carry away property obtained by the theft, the offender to achieve that purpose, voluntarily causes or attempts to cause any person death, or hurt, or wrongful restraint or fear of instant death, or of instant hurt, or of instant wrongful restraint.

**Snatch Theft** the act of forcefully snatching hand carried bag(s) from the Cardholder, who was, at the time of such act, a pedestrian at a public walkway and fleeing the scene either by running, riding or pillion-riding a motor vehicle.

**Suit** shall mean a civil legal proceeding seeking monetary damages or a criminal legal proceeding for which the Cardholder is charged with illegal act(s) which is/are allegedly committed by someone else other than the Cardholder by using the Cardholder's identity.

**Territory** means Malaysia.

**Theft** shall bear the meaning defined under Section 378 of the Malaysian Penal Code i.e. the dishonest act by an offender of taking movable property out of the possession of another without that other person's consent, with the intention of permanently depriving that other of it.

#### SECTION II COVERAGE

The Company will cover the Cardholder up to the sum insured for

the following when the Cardholder's wallet or bag is stolen due to Snatch Theft or Robbery:

- a. Replacement costs for the lost or stolen wallet or bag as well as payment for Payment Cards replacement;
- b. Costs and expenses incurred for the replacement of Personal Papers.

#### SECTION III EXCLUSIONS

1. The Policy will not cover the following:

- a. money, check(s), transportation tickets, or other similar items that were in the lost or stolen wallet or bag other than the Cardholder's Personal Papers and Payment Cards;
- b. losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
- c. accidental damage to the Cardholder's wallet or bag and items contained inside the wallet or bag;
- d. any fraudulent/unauthorized charges on the lost or stolen payment cards;
- e. any identity theft related costs that are caused by lost or stolen personal papers or payment cards.
- f. Losses that do not occur within the Period of Insurance;
- g. Losses that result from or relate to the Cardholder's business or career pursuits including the Cardholder's work or profession;
- h. Losses caused by illegal acts;
- i. Losses that are intentionally caused by the Cardholder;
- j. Losses that result from the direct actions of Cardholder's Immediate Family and/or Household Members;
- k. Losses due to war (whether war has been declared or not), civil commotion, uprising, martial law, riot or the act of any lawfully constituted authority;
- l. Losses due to the order of any government, public authority, or customs' officials.
- m. an act in contravention of a government prohibition or regulation or law.
- n. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- o. an 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, by 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, ethnic, 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.

Any loss or damage which are occasioned by or through or in consequence of, directly or indirectly, of any of the above said occurrences shall be deemed to be injury, loss or damage which is/are not covered by this insurance policy, except to the extent that the Cardholder shall prove that such injury, loss or damage happened independently from the existence of such conditions.

In any action, Suit or other proceeding where the Company alleges that by reason of the provisions of this condition, any injury, loss or damage is not covered by this insurance, the

burden of proving that such injury, loss or damage is covered shall be on the Cardholder.

2. The Company shall not pay under any section of the Policy where such payment would violate any prohibition or

regulation or sanction that has been imposed by the Malaysian Government, the American Government and/or the United Nations.

## UNIFORM 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 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](mailto:APAC.Mastercard@aig.com) / [MY.Mastercard@aig.com](mailto:MY.Mastercard@aig.com)

### 2. Duties after Loss

#### **E-Commerce**

The Cardholder must provide to the Insurer the following:

1. a signed claim form, if provided by AIG;
2. 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;
3. **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.

#### **Wallet Guard**

In the event of a covered loss, the Cardholder shall:

1. Contact the Insurer at the contact details set out in the Policy within twenty-four (24) hours of Your discovery of a covered loss to obtain a claim form and instruction on what to do after a loss
2. File a police report within 24 hours of discovering a Theft
3. Notify Your Issuer within 24 hours of discovering that Your wallet or bag, with its Covered Content, was either Lost or the object of a Theft
4. Complete, sign and return the claim form to the Insurer with all the following documents, within thirty (30) days of making the original claim:
  - a. an original receipt showing the cost of Your wallet or bag at purchase;
  - b. in the event of a Theft, an official police report; and
  - c. all other relevant documents We may ask You to provide
5. Providing assistance cooperating with the Insurer in investigating, evaluating and settling the claim.

**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:** This coverage, its eligibility and any terms and conditions are to be interpreted according to the laws of Malaysia. Any dispute will be subject to the jurisdiction of the competent courts of Malaysia.

**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 the 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 the 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-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 the 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 the 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