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**HONG LEONG BANK**  
**AUTOMATIC TRAVEL INSURANCE PERSONAL ACCIDENT POLICY**

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## **OUR AGREEMENT**

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in the schedule/certificate of insurance and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to Your trade, business or profession)

This policy is issued in consideration of the payment of premium as specified in the schedule/certificate of insurance and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by you between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time the contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, it 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.

This policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

## **YOUR DUTY TO INFORM US**

### **Duty of Disclosure – Information and Changes We Need to Know About**

Applicable for Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your trade, business or profession)

Where You have applied 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 in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken 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 in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

You are also required to disclose any other matter that You knew 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 in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

Applicable for Non-Consumer Insurance Contract (Insurance for purposes related to your trade, business or profession)

Where You have applied for this insurance wholly for purposes related to Your trade, business or profession, You have a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it 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.

You also have 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 in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

## HOW YOUR INSURANCE OPERATES

Whereas a Proposal for the insurance hereinafter contained has been made to MSIG INSURANCE (MALAYSIA) BHD – MSIG hereinafter called “the Company”) by the Insured described in the Schedule hereto which Proposal shall be the basis of this Contract and which is deemed to be incorporated herein.

Now this Policy witnesseth that in consideration of the Insured paying to the Company the amount specified as the first premium, the Company hereby agree with the Insured subject to the terms, conditions and limitations hereinafter contained or endorsed hereon or which may hereafter be annexed hereto all of which are to be taken as part of this Policy that if after payment of the said premium and during the period of insurance specified below and each subsequent period for which the Insured shall have paid and the Company shall have accepted the amount required for the renewal of this Policy to insure the Insured Person against the Loss Occurrence and/or events covered under the relevant Sections as described below.

## DEFINITIONS

Certain expressions used in this Policy have been defined and these have the same meaning whenever they are used and which shall form the basis for which a claim may be covered:

1. "Accident" or "Accidental" shall mean a sudden, violent and unexpected event which occurs at an identifiable time and place and shall include Hijack, or any attempt thereat, and exposure resulting therefrom.
2. "Bodily Injury" means a physical injury suffered caused solely by violent, accidental, external and visible means and not by Sickness, disease or gradual physical or mental deformity or infirmity. Such injury is a Bodily Injury only if it results, within one hundred eighty (180) days of the date of Accident and directly and independently of all other causes, in loss for which a benefit is payable under this Policy.
3. "Conveyance" means all forms of transportations required to convey the Insured Person from point to point including chartered and non-scheduled modes of conveyance.
4. "Family Member" shall mean Insured Person's legally married spouse and/or their dependent, unmarried and unemployed children who have reached one (1) month of age and under twenty three (23) years of age.
5. "Hijack" shall mean the unlawful seizure or wrongful exercise of control of an aircraft or Conveyance, or the crew thereof, in which the Insured Person is travelling as a passenger.
6. "Insured" shall mean Hong Leong Bank Berhad.
7. Insured Person/You/Your" shall mean cardholder(s) of Hong Leong Bank card type Infinite of card brand Visa. In the event an individual cardholder having Hong Leong Bank card type Infinite of card brand Visa, the number of Cardmember for the purpose of premium computation shall be determined as one Cardmember only. For the purpose of this definition, the term "Insured Person" or "Cardmember(s)" shall be used interchangeably.
8. "Journey" means any trip not exceeding thirty (30) consecutive days involving travel to any point outside the territorial boundary of Malaysia, including its offshore island, but only whilst on land.
9. "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 160 kilometres radius, and no individual loss which occurs outside this period or area shall be included in that Loss Occurrence.
10. "Overseas" means any country outside of Malaysia.
11. "Physician/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.
12. "Pre-existing Condition" means disabilities that the Insured Person has reasonable knowledge of in the Twelve (12) months prior to the inception of the Period of Insurance. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - a) the Insured Person had received or is receiving treatment;
  - b) medical advice, diagnosis, care or treatment has been recommended;
  - c) clear and distinct symptoms are or were evident; or
  - d) its evidence would have been apparent to a reasonable person in the circumstances.
13. "Scheduled Flight" shall mean a flight in an aircraft operated by an air carrier, provided that; such air carrier holds a certificate, licence or similar authorization for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is registered and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times; such flight is regularly and continually flown on routes and at times as published in Official Airline Guide (OAG) as amended from time to time. Departure time, transfer and destination points will be established by reference to the Insured Person's Scheduled Flight ticket.

14. "Sickness" means any fortuitous somatic illness, sickness or disease.
15. "Spouse" means the legal spouse of the insured person.
16. "The Company/MSIG/Our/Us/We" shall mean MSIG Insurance (Malaysia) Bhd.

**TERRITORIAL LIMITS** - The insurance provided under this Policy is granted on a WORLDWIDE, excluding

- i. Travel within East Malaysia or within West Malaysia;
- ii. Afghanistan, Belarus, Cuba, Democratic Republic of Congo, Iran, Iraq, North Korea, Russia, Sudan, Syria, Ukraine and Venezuela.

## **INSURANCE COVERAGE**

### **SECTION 1 TRAVEL PERSONAL ACCIDENT INSURANCE**

**Table of Benefits**

| Card Brand | Card Type | Air Travel Accident |                               |
|------------|-----------|---------------------|-------------------------------|
|            |           | Capital Sum Insured |                               |
|            |           | Individual (RM)     | Family (RM)<br>(in aggregate) |
| Visa       | Infinite  | 2,000,000           | 2,000,000                     |

#### **AIR TRAVEL ACCIDENT (In the Scheduled Flight only)**

The Insured Person is covered under this insurance while making a trip in a Scheduled Flight as a fare-paying passenger in which the full fare of the Insured Person's Scheduled Flight ticket has been charged to the Cardmember's Hong Leong Bank card type Infinite of card brand Visa. The benefit is payable if the Insured Person suffers loss of life or loss of limb(s) or loss of sight or permanent total disablement resulting directly and independently of all other causes from Bodily Injury sustained in the Scheduled Flight during a one way or round-trip Journey undertaken by the Insured Person between a point of departure and destination (both as designated in the Insured Person's Scheduled Flight ticket).

The following such benefits will be payable for losses suffered within one hundred eighty (180) days of the date of accident:

| Benefits  | Percentage of the Capital Sum Insured |
|---|---------------------------------------|
| (i) Loss of Life                                  | 100%                                  |
| (ii) Loss of Two Limbs                            | 100%                                  |
| (iii) Loss of Entire Sight of Both Eyes           | 100%                                  |
| (iv) Loss of One Limb and Entire Sight of One Eye | 100%                                  |
| (v) Loss resulting in Permanent Total Disablement | 100%                                  |
| (vi) Loss of One Limb or Entire Sight of One Eye  | 50%                                   |

#### **EXPOSURE AND DISAPPEARANCE**

When, by reason of an accident covered by this Policy, the Insured Person is unavoidably exposed to the elements and, as a result of such exposure, suffers death or disablement for which benefit is otherwise payable hereunder, such death or disablement shall be covered under this Policy.

If the body of the Insured Person has not been found within one (1) year of disappearance of the Conveyance in or on which the Insured Person was travelling at the time of the accident, it will be presumed that the Insured Person suffered death resulting from Bodily Injury caused by an accident at the time of such disappearance and the Company shall forthwith pay the benefit under this Policy provided the person or persons to whom such benefit is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living.

#### **SPECIAL PROVISION TO SECTION 1**

The benefits under Section 1 shall be extended to cover the Family Member who is/are travelling with the Insured Person, provided that the Family Member's full fare of Scheduled Flight ticket has been charged to Cardmember's Hong Leong Bank card type Infinite of card brand Visa.

For the purpose of this Section, Loss of Limb(s) shall mean loss by physical separation of a hand or foot at or above the wrist or ankle. Loss of Eye(s) shall mean the total and irrecoverable loss of sight. Permanent Total Disablement shall mean

total and irrecoverable disablement which would prevent the Insured Person from pursuing any work, occupation or profession to obtain wages, compensation or profits. In the case of a dependent child below twenty three (23) years of age, the amount of benefit payable is limited to ten (10) percentage of the above-stated sums.

Notwithstanding anything contained herein to the contrary, in the event of 100% of the Capital Sum Insured per Insured Person for Section 1 has been paid, all the insurance coverage for the particular Insured Person and his/her Family shall immediately cease to be in force.

## EXCLUSIONS TO SECTION 1

No benefits will be payable for:

1. any loss caused by suicide or self-destruction or any attempt thereof.
2. any loss caused directly by the criminal acts of the Insured Person's designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representatives.
3. any consequential loss which may result or arise from the Bodily Injury.

## SECTION 2 AIR TRAVEL INCONVENIENCE BENEFITS

In addition to the benefits under the Section 1, the Insured Person and his/her Family Member who travels together will be covered for Air Travel Inconvenience Benefits as specified in the Table of Benefits, provided that the full fare of Scheduled Flight tickets have been charged to Cardmember's Hong Leong Bank card type Infinite of card brand Visa.

**Table of Benefits**

|   | Visa<br>Infinite |                  |
|---|------------------|------------------|
|   | Individual (RM)  | Family (RM)      |
| Missed Travel Connection*   | 2,000            | 4,000            |
| Travel Overbooked*<br>(for every six consecutive hours without<br>alternative transportation) | 200<br>Max 2,000 | 200<br>Max 4,000 |
| Missed Departure*   | 2,000            | 4,000            |
| Luggage Loss  | 8,000            | 16,000           |
| Luggage Delay<br>(for every six consecutive hours of delay)                                   | 200<br>Max 4,000 | 200<br>Max 8,000 |

\* This insurance will only pay for one claim made either under Missed Travel Connection or Travel Overbooked or Missed Departure.

### (a) MISSED TRAVEL CONNECTION / TRAVEL OVERBOOKED / MISSED DEPARTURE

We will only pay for one claim made either under Missed Travel Connection or Travel Overbooked or Missed Departure.

#### **Missed Travel Connection**

We will pay up to the limit as specified in the Schedule of Benefits if your confirmed onward connecting scheduled aircraft, train or sea vessel is missed at any single transfer point due to the late arrival of the incoming scheduled aircraft, train or sea vessel and no alternative onward transportation is made available to you for more than six (6) hours from the actual arrival time of your incoming scheduled aircraft, train or sea vessel.

Any missed travel connection of charter carrier is not covered.

We will not pay for any event which is a result of:

- a) your missed connection due your failure to check in at the airport, station or port according to the travel
- b) your missed connection due to your late arrival at the airport, station or port after check in or booking in time (except the late arrival due to mechanical breakdown of the public transport services).
- c) compensation unless you have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the actual departure time of the flight, journey or sailing
- d) missed connection due to the delay in departure caused by failure of the public transport services arising from strike or industrial action which commenced or was announced before the date of departure from your home.

For loss or damage due to the carrier(s), the claim should be made against the carrier(s) first prior to us making any payment under this benefit. Such claims must be submitted with proof of compensation received from the carrier(s) or if such compensation is being denied, proof of such denial. We will not reimburse you for more than the amount specified in the schedule of benefits.

#### **Travel Overbooked**

We will pay up to the limit as specified in the Schedule of Benefits for every six (6) consecutive hours subject to the maximum limit if your confirmed onward scheduled aircraft, train or sea vessel is overbooked by the scheduled carrier company and no alternative onward transportation is made available to you within six (6) hours from the actual departure time.

For loss or damage due to the Carrier(s), the claim should be made against the Carrier(s) first prior to us making any payment under this benefit. Such claims must be submitted with proof of compensation received from the Carrier(s) or if such compensation is being denied, proof of such denial. We will not reimburse you for more than the amount specified in the schedule of benefits.

We will not pay for any event which is the result of:

- a) you arranging your journey through an unlicensed travel agent.
- b) compensation unless you have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the ticket is overbooked

#### **Missed Departure**

We will pay up to the limit as specified in the Schedule of Benefits for additional accommodation and travel expenses necessarily and reasonably incurred if you miss a scheduled carrier while travelling to the departure port, airport or train station stated in your schedule ticket as a result of mechanical breakdown of public transport services. If you are a non-resident, benefit under this Section is only applicable whilst you are out of Malaysia.

For loss or damage due to the carrier(s), the claim should be made against the carriers first prior to us making any payment under this benefit. Such claims must be submitted with proof of compensation received from the carrier(s) or if such compensation is being denied, proof of such denial. We will not reimburse you for more than the amount specified in the schedule of benefits.

We will not pay for any event which is a result of:

- a) your failure other than mechanical breakdown of the public transport services to check in at the airport, station or port according to the travel itinerary given to you.
- b) late arrival at the airport, station or port after check in or booking in time (except the late arrival due to mechanical breakdown of the public transport services).
- c) failure of the public transport services arising from strike or industrial action which commenced or was announced before the date of departure.

### **(b) LUGGAGE LOSS**

If the Insured Person's checked-in luggage is lost and not delivered to the Insured Person within forty-eight (48) hours of his arrival at the scheduled destination of the Insured Person's flight, the Company will indemnify the Insured Person for all expenses incurred in respect of emergency purchase of essential items or clothing which are necessarily charged to the Insured Person's Hong Leong Bank card type Infinite of card brand Visa up to the Individual limit as specified in the Table of Benefits provided such expenses are incurred within four (4) days of the Insured Person's arrival at the scheduled destination.

If the Insured Person is travelling with his/her Family Member and Family Member's full fare of Scheduled Flight ticket have been charged to Cardmember's Hong Leong Bank card type Infinite of card brand Visa, the Company will indemnify all such charges up to the Family limit as specified in the Table of Benefits for the Insured Person and the Family Member who is/are travelling together with the Insured Person. Provided always that no two or more Insured Person who are part of the same family shall be entitled to claim for more than the Individual limit as specified in the Table of Benefits.

### **(c) LUGGAGE DELAY**

If the Insured Person's checked-in luggage is not delivered to him within six (6) hours of the Insured Person's arrival at the designated airport, such luggage will be considered as delayed in receipt and the Company will indemnify the Insured Person for all expenses incurred for the emergency purchase of essential items or clothing which are necessarily charged to the Insured Person's Hong Leong Bank card type Infinite of card brand Visa up to the Individual limit as specified in the Table of Benefits provided such expenses are incurred within twenty-four (24) hours of the Insured Person's arrival at such designated airport.

If the Insured Person is travelling with his/her Family Member and Family Member's full fare of Scheduled Flight ticket have been charged to Cardmember's Hong Leong Bank card type Infinite of card brand Visa, the Company will indemnify all such charges up to the Family limit as specified in the Table of Benefits for the Insured Person and the Family Member who is/are travelling together with the Insured Person. Provided always that no two or more Insured Person who are part of the same family shall be entitled to claim for more than the Individual limit as specified in the Table of Benefits. Provided

also that if the loss shall result in the indemnity under this benefit and that of the indemnity under the Luggage Loss benefit, only one, the larger amount of such benefit will be payable.

## **EXCLUSIONS TO SECTION 2**

No indemnity will arise from any loss caused by or associated with:

1. Any expenses or purchases not billed to a Hong Leong Bank card type Infinite of card brand Visa.
2. The checked-in luggage which is delayed or lost on return flights to the Insured Person's place of domicile.
3. Any expenses or purchases where the Insured Person has failed to report to the relevant authorities within twenty-four (24) hours of discovery of the loss and a Property Irregularity Report is acknowledged and obtained.
4. Any expenses or purchases where the Insured Person has failed to take precautionary measures to save or recover lost luggage.
5. Confiscation or detainment by Customs or other Government authorities.
6. Intentional destruction of or damage to the luggage by the Insured Person or anyone acting on his/her behalf.
7. Where such loss by the Insured Person is adequately compensated by the airline authorities which caused the loss.

## **GENERAL EXCLUSIONS**

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

1. any loss suffered by the Insured Person who on the commencement of travel is more than seventy (70) years old and in the case of a dependent child, more than twenty three (23) years old.
2. 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.
3. nuclear reaction, nuclear radiation and radioactive contamination.
4. 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 organisation(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 loss, damage, death, Bodily Injury, illness, cost or expenses 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.

5. the Insured Person:
  - i) engaging in air travel except as fare paying passenger
  - ii) engaging in any any act which is in violation of law or forbidden by law
  - iii) committing suicide or intentional self-injury (whether felonious or not) or any attempt thereof while sane or insane
6. pre-existing condition
7. the outbreak of communicable disease which warning or similar publication is issued by Government of Malaysia or the World Health Organisation.

## **GENERAL CONDITIONS**

### **1. Maximum Benefit/Indemnity**

Duplicate or multiple Hong Leong Bank card type Infinite of card brand Visa Cards shall not cause the Company to pay or indemnify in excess of the limit (s) stated in the above Sections in respect of any loss suffered by any one individual Insured Person as a result of the covered events provided under this Policy. It is expressly agreed that in the event that the Insured Person is covered as a cardholder and a Spouse and/or Child, MSIG's maximum limit of liability shall be the Capital Sum Insured or the various Schedule of Benefits applicable, whichever is higher.

## **2. Conveyance Limit**

If there is more than one Hong Leong Bank card type Infinite/Signature/Sutera Platinum of card brand MasterCard/Visa Cardmember covered, the Company's maximum aggregate liability in respect of all Insured Persons travelling in one Conveyance shall not exceed Ringgit Malaysia Forty Million Only (RM40,000,000.00) proportionately distributed to the Insured Persons or the aggregate amount of compensation payable in respect of such Insured Persons, whichever is lower.

## **3. The Policy**

This Policy is renewable from year to year by mutual agreement between the Company and the Insured but in any case will be subject to revision at the end of each Period of Insurance.

## **4. Medical Examination**

On the happening of any event which may give rise to a claim under this Policy, the Insured Person shall within two (2) months be attended by a duly qualified and registered medical practitioner and within seven (7) days after demand there shall be supplied to the Company by and at the expense of the Insured Person a written report by such practitioner stating in the event of Bodily Injury the nature and extent of such injury received and particulars of any operation performed or likely to be performed and generally all other such particulars concerning such injury as the Company may reasonably require. The Insured Person shall submit to medical and surgical treatment (including any operation), which the medical advisers of the Insured Person may consider necessary. The Insured Person shall after the happening of any event as aforesaid at all reasonable times submit to medical examination by a duly qualified and registered medical practitioner appointed by the Company and in the event of death, the Company shall be entitled as its own expense to a post-mortem examination by or in the presence of such medical practitioner appointed.

## **5. Claims**

As soon as the Insured or the Insured Person or any responsible person on behalf of them shall become aware of any event which may give rise to a claim under this Policy, written notice thereof shall be given to the Company. All information, assistance and documents within the knowledge or possession of the Insured or the Insured Person or such other person or of any person on behalf of them or either of them necessary for the purpose of dealing with the matter shall, not less than twenty one (21) days after the event giving rise to the claim, be supplied to the Company by or on behalf of at the expense of the Insured Person.

The following information and/or prove of claim must be provided to the Company.

- a. Copies of the Sales Drafts confirming the purchase of relevant airline tickets which are charged to Hong Leong Bank card type Infinite of card brand Visa.
- b. Copies of the Sales Drafts and purchase receipts with full details associated with expenses incurred under the Indemnity Section for which such expenses are charged to the Hong Leong Bank card type Infinite of card brand Visa.
- c. For lost or delayed luggage, a signed and dated copy of the Property Irregularity Report from the relevant airline authorities.
- d. Written confirmation from airlines or their agents of the delayed flight departure, flight cancellation or denied boarding. If delayed flight, the number of hours of delay and the date and time of available flight.
- e. Full details of the Flight (flight number, date, departure airport, destination, scheduled times, arrival airport, etc.).
- f. Copies of airline tickets and boarding passes.
- g. Full details of the delay or loss incurred.
- h. Post mortem report/medical report(s)/police report as may be required by the Company.

## **6. Payment Of Claims**

Benefit for loss of life of an Insured Person will be paid to the legal representative of the Insured Person. Benefits for all other accidental injuries or indemnities will be paid to the Insured Person.

## **7. Due Observance**

The terms and conditions of this Policy so far as they contain any provision to be observed or complied with by the Insured or Insured Person or by any person on behalf of them or either of them shall in so far as is practicable having regard to the nature thereof be conditions precedent to the liability of the Company hereunder.

## **8. Fraud**

If any claim shall in any respect be false or fraudulent or if any fraudulent means or devices are used by the Insured Person or by anyone acting on his behalf to obtain any of the insurance payable under this Policy, then in so far as the Insured Person is concerned, this insurance shall be deemed to be immediately cancelled and void and all insurance under this Policy in respect of such Insured Person shall be forfeited.

## **9. Subrogation**

If the Company shall become liable for any payment for the Benefits provided under Section 2 of this Policy, the Company 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 caused to be given to the Company all such assistance in his power as the Company shall require to secure the rights and remedies and at the Company's request shall execute or cause to be executed all documents necessary to enable the Company to effectively to bring suit in the name of the Insured Person.

## **10. Arbitration**

All differences arising out of this Policy shall be referred to a single Arbitrator to be appointed in writing by the parties or if they cannot agree upon a single Arbitrator to two Arbitrators one to be appointed in writing by each party and such Arbitrators shall before commencing their investigations elect an Umpire. In all other respects the Arbitration shall be subject to the statutory provisions for the time being in force relating to Arbitration. Unless and until an award has been made no action or other legal proceedings shall be commenced in respect of any claim under or by virtue of this Policy. After the expiration of one year from the date of any event giving rise to a claim under this Policy, the Company shall not be liable in respect thereof unless the Company shall have admitted liability in respect of such claim or the claim shall in the meantime have been referred to Arbitration.

## **11. Applicable Law**

This Policy and all rights, obligations and liabilities arising hereunder shall be construed and determined and may be enforced in accordance with the laws of Malaysia.

## **12. Gender**

Words or phrases denoting one gender include all other genders and similarly if denoting the singular include the plural and vice versa.

## **13. Adjustment Of Premiums**

The premium for this Policy is a minimum and deposit premium, which is subject to adjustment at every month of each Period of Insurance on the following basis:

- a. The Insured will at the inception of each Period of Insurance declare to the Company the number of Cardmember(s) known to be valid for such a period within ten (10) days from the inception date of this Policy.
- b. At the end of each month of Period of Insurance, the Insured will declare to the Company the number of Cardmember(s) known to have been valid for that month of Period of Insurance within ten (10) days from the end of that month.
- c. The Company will at every month of each Period of Insurance determine the total number of Cardmember(s) known to have been valid for that month of Period of Insurance such determination to be based from the monthly declarations as provided under (b) above.

In the event that the total number of Cardmember(s) declared under (a) or (b) above for previous month, whichever is later, is lesser than the total number of Cardmember(s) determined under (c) above, then an additional premium will be charged based on pro rata basis at the rates per Cardmember as stated in the policy schedule calculated on the difference between (a) or (b), whichever is later, and (c) above.

In the event the total number of Cardmember(s) declared under (a) or (b) above for previous month, whichever is later, exceeds the total number of Cardmember(s) determined under (c) above, the Company will refund based on pro rata basis on the premium difference between (a) or (b), whichever is later, and (c) above.

## **14. Other Insurance**

Should the Insured Person effect or hold any other insurance against the events covered under Section 2 - Air Travel Inconvenience Insurance, the amounts hereby insured under this Policy shall be reduced to such sums payable under such other policy or policies shall equal the amount which would have been payable hereunder but for such other policy or policies.

## **15. Policy Not Assignable**



This Policy is not assignable and the Company shall not be effected by any notice of trust, charge, lien or assignment of the Policy.

## 16. Cancellation

This Policy may be cancelled at any time by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the Period of Insurance. For the purpose of this condition, the cancellation shall take effect fourteen (14) days after the time the notice of cancellation should have been received by the Insured in the ordinary course of Post.

## IMPORTANT NOTICE

1. Any complaints or disputes concerning the MSIG policy shall be settled between the cardholder and MSIG directly without recourse to the Bank.
2. The MSIG policy is governed by their own Terms & Conditions.
3. Cardholders are to visit the Hong Leong Bank website /call /email MSIG directly for queries and clarification on the policy.

### Customer Service Centre

MSIG Insurance (Malaysia) Bhd  
Level 15, Menara Hap Seng 2,  
Plaza Hap Seng,  
No. 1, Jalan P. Ramlee,  
50250 Kuala Lumpur  
Tel : 1-800-88-6744 / 1-800-88-6163  
eMail : myMSIG@my.msig-asia.com  
Fax : 03-2026 8086

## COMPLAINT PROCEDURES

We believe you deserve a courteous, fair and prompt service. If there is any circumstance when our service does not meet your expectations, please contact us using the appropriate contact details below and provide the *Policy Number/Claim Number and Insured Person's Name*:

1. Firstly with the department or person you dealt with us on how you would like the problem to be solved.
2. Secondly if the problem is not solved to your satisfaction, then make a formal written complaint to our Customer Service Department at:

|                          |   |
|--------------------------|---|
| Customer Service Hotline | : 1 - 800 - 88 - MSIG (6744)  |
| Facsimile                | : 03 - 2026 8086  |
| Email                    | : myMSIG@my.msig-asia.com   |
| Website                  | : www.msig.com.my   |
| Address                  | : Customer Service Department<br>MSIG Insurance (Malaysia) Bhd<br>Level 15, Menara Hap Seng 2<br>Plaza Hap Seng<br>No. 1, Jalan P. Ramlee<br>50250 Kuala Lumpur |

3. Thirdly, if you are not satisfied with our decision you can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES (OFS) or BANK NEGARA MALAYSIA through BNMTLELINK or BNMLINK:

### a. OMBUDSMAN FOR FINANCIAL SERVICES (OFS)

Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Telephone : 03 – 2272 2811  
Facsimile : 03 – 2272 1577  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### b. LAMAN INFORMASI NASIHAT DAN KHIDMAT (BNMLINK)

(Walk-in Customer Service Centre)

Bank Negara Malaysia,  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone : 1 – 300 – 88 - 5465 (BNMTELELINK) or  
+603 - 2174 1717 (for overseas calls)  
Facsimile : +603 – 2174 1515

**c. CONTACT CENTRE (BNMTELELINK)**

Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur  
Telephone : 1 – 300 – 88 – 5465 (1 - 300 - 88 - LINK)  
Overseas : 03 – 2174 1717  
Facsimile : 03 – 2174 1515  
Email : bnmtelink@bnm.gov.my

**Personal Data Protection**

By giving Personal Data, **you** give **us** permission for its use as described below:-

1. To process **your** Personal Data with the intention of entering into the contract of Insurance.
2. **You** consent and allow **us** to retain the data and share the data with **our** service providers, which include but not limited to:
  - a. Registered licensed Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - c. Insurer and Reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
3. For further information about **MSIG's** commitment to protection of Personal Data, a list of service providers and business partners that **we** may disclose **your** Personal Data to, please refer to **MSIG's** Privacy Notice at [www.msig.com.my](http://www.msig.com.my).

**You** may also request access to or correct **your** Personal Data by contacting **our** Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

**Tax Clause**

You are obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

The Insured shall read this policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should at once be given to the Company and the policy returned for attention.