

**UOB LADY'S SOLITAIRE CARD
TRAVEL PERSONAL ACCIDENT**
(MASTER POLICY: OIPUB004253/16)

Insurance Agreement Terms

1. United Overseas Bank (Malaysia) Bhd (271809-K) having applied to Liberty Insurance Berhad (16688-K) formerly known as Uni.Asia General Insurance Berhad (hereafter referred to as "LIB") and having paid or agreed to pay the premium in consideration for the insurance herein, agree with LIB 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 United Overseas Bank Lady's Solitaire World Card Cardmember.
3. The following shall not be eligible for the Promotion:-
 - i. Cardmembers whose account(s) are terminated, suspended or cancelled within the Promotion Period;
 - ii. All other UOBM Credit and Debit Cardmembers who do not hold a UOB Lady's Card;
 - iii. Any accounts held with UOBM that are delinquent or unsatisfactorily conducted as determined by UOBM at its sole and absolute discretion;
 - iv. Persons who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

PART 1: SIGN & FLY COVERAGE

SECTION 1: COMMON CARRIER TRAVEL ACCIDENT

1.0 Preamble

LIB 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 Lady's Solitaire 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/ship 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 Lady's Solitaire 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 Lady's Solitaire Card account.

1.1 Schedule of Benefits

Subject always to Item 1.4 Limit of Liability and 1.5 Multiple Cover Limit, the Benefit payable by LIB 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 use above 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, LIB will pay the Percentage of Capital Sum Insured as set opposite, 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 500,000

The sum payable to the Cardholder’s legally dependent Child shall be limited up to a maximum of 10% of the Capital Sum Insured of the Cardholder.

1.4 Limit of Liability

The maximum combined liability of LIB under the Part 1: Section 1: Common Carrier Travel Accident coverage in respect of any one Loss Occurrence shall be RM30,000,000.

Should the aggregate amount of all claims payable from any one Loss Occurrence exceed RM30,000,000 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, LIB’s 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, Spouse and/or Child 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, Spouse and/or Child sustained Bodily Injury which resulted in

the Insured Person's, Spouse and/or Child death at the time of such Accident. If at any time after payment has been made by LIB for such claim, the Insured Person, Spouse and/or Child is found to be alive, full refund shall be made to LIB.

1.6 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 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) LIB will not provide cover or service or:-
 - 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 or indirectly by an insured person if that insured person is:
 - (i) a terrorist;
 - (ii) a member of a terrorist organization;
 - (iii) a narcotics trafficker; or
 - (iv) a purveyor of nuclear, chemical or biological weapons.

SECTION 2: TRAVEL INCONVENIENCE INSURANCE

2.0 Preamble

LIB shall indemnify the Insured Person up to the amount stated in the Schedule of Benefit in Section 2.1 below if any Insured Event described under Section 2.2 shall happen whilst the Insured Person is traveling 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 Lady's Solitaire 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 Lady's Solitaire Card account.

2.1 Schedule of Benefit

BENEFIT	Delayed Flight / Missed Flight Connection	Baggage Delay	Baggage Loss
Cardholder	up to RM 1,000	up to RM1,000	up to RM 2,000
In the aggregate of any one Family	up to RM 1,000	up to RM1,000	up to RM 2,000

2.2 Insured Events

2.2.1 Flight Delay

LIB shall pay the reasonable costs incurred for:

- a) meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and fro 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 4 consecutive hours of the scheduled departure of such flight.

2.2.2 Missed Flight Connection

LIB shall pay the reasonable costs incurred for

- a) meals, refreshments, hotel accommodation, telephone charges and travel expenses incurred to and fro 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 traveling 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

LIB 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.

2.2.4 Baggage Loss

LIB 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 checked-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 traveling.

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 Special Provisions

- a) If at the time of any claim arising under items 2.2.3 and 2.2.4 there is another valid and collectable insurance covering all or part of the same loss, this Section will apply only to the amount of any loss in excess that recoverable under the other insurance.
- 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, LIB's maximum limit of liability shall be the amount stated in Schedule of Benefit in Section 2.1, whichever is the higher.

2.3 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 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) failure of the Insured Person to take reasonable and necessary measures to save or recover lost baggage;
 - iv) failure of the Insured Person to notify airport/Airline authorities of missing baggage at the destination point and obtain a property irregularity report for losses 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, objects that are worn on the body which have inclusions of precious metals, precious stones or semi precious-stones.
- g) LIB's 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 or indirectly by an insured person if that insured person is:
 - (i) a terrorist;
 - (ii) a member of a terrorist organization;

- (iii) a narcotics trafficker; or
- (iv) 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 (unless there are extenuating circumstances), give written notice thereof to the Claims Department, Level 8 Menara Liberty, 1008 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia, by contacting LIB at 1-800-888-990 or by emailing to callcentre@libertyinsurance.com.my and shall furnish all such particulars and evidence as LIB may reasonably require and shall take all practicable steps towards minimizing the loss or damage.
- 3.2 All information, evidence and proof required by LIB or the designated representative shall be furnished at the expense of the Insured Person and shall be in such form and manner prescribed by LIB or the designated representative of LIB. The Insured Person shall do all such acts and things as LIB or the designated representative of LIB shall reasonably require.
- 3.3 The Insured Person shall complete a claim form and submit it to the designated representative as soon as practicable together with the following:
 - a) Photocopy of charge form verifying that relevant air ticket was charged to a UOB Lady's Solitaire 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) Postmortem report/medical report(s) as may be required by LIB.
- 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 Person. Benefits payable under the Policy for valid claims will be credited to the Insured Person's UOB Lady's Solitaire 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 LIB shall not be liable for any consequences 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, LIB 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 LIB 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 Care, Level 10 Menara Liberty, 1008 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia in which case LIB will retain the customary short period premium for the time the policy has been in force. This policy may also be cancelled at the option of LIB by giving 30 days written notice to the Insured, in which case LIB shall repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
5. The due observance and fulfillment 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 LIB to make any payment under this policy.
6. LIB 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 LIB by the Insured on or 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 that 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 LIB or LIB shall return premium to the Insured as appropriate, subject to such minimum premium as may be required by LIB from time to time.

LIB 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 latter.

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 LIB (whether through the phone or otherwise obtained) and such information may be held, used, or disclosed by LIB to individuals, service providers and organizations associated with LIB 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, LIB financial products and service and data matching, surveys and to communicate with the insured person for such purposes. The insured person reserves its rights to obtain access, request correction or withdraw its consent to the use of any of its personal information held by LIB.
10. Consent to update personal data by submitting the application for coverage, the insured person has agreed and given consent to LIB 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 LIB 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; LIB would have no obligation over the claim.

12. This policy shall be construed in accordance with the 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 and 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 precaution 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 LIB shall be in writing or other means acceptable by LIB.
17. Time refers to Malaysian time.
18. Changes in this policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance
19. Upon renewal premium rates are not guaranteed. LIB reserve the right to revise the premium based on the claim 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 LIB consent provided that the insured makes an application to reinstate and provide LIB with all the information LIB require within ninety (90) days from the defaulted premium due date. If accepted, LIB will reinstate the policy from the 1st day of the calendar month following the receipt of the premium by LIB.

For the avoidance of doubt, LIB will not however accept any premium payment for the period the policy was lapsed due to non payment of the premium. LIB will not pay for any claims which occur during the interval of time between lapsation date of the policy and reinstatement of the policy.

22. If LIB become liable for any payment under this policy, the LIB 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 LIB all such assistance in his/her power as LIB shall require to secure the rights and remedies and at the LIB's request shall execute or cause to be executed.
23. No legal proceeding against LIB 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 Lady’s Solitaire Card issued by the Insured and billed in Malaysia.
6. **“UOB Lady’s Solitaire 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 statutes laid down by the appropriate regulatory authorities and that is available for use by fare paying passengers.
8. **“Child”** means an insured person’s biological/legally adopted/step child who has attained aged thirty (30) days old and above and below eighteen (18) years old or 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 Lady’s Solitaire 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 Lady’s Solitaire 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. **“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.
18. **“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.
19. **“Policy Schedule”** shall mean the policy schedule attached to and forms part of this policy.
20. **“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.
21. **“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.
22. **“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.
23. **“Sickness”** means any fortuitous somatic illness, sickness or disease.
24. **“Spouse”** means the legal spouse of the insured person.