Chartis Malaysia Insurance Berhad (795492-W) formerly known as AIG General Insurance (Malaysia) Berhad Chartis House, No 99 Jalan Ampang, 50450 Kuala Lumpur, Malaysia 1 800 88 88 11 Telephone 60 3 2058 5500 Facsimile

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This outlines the coverage afforded to MasterCard credit cardholders (Classic, Gold, Titanium, Premium, Platinum and WorldCard) who may opt for the insurance coverage for Purchase Protection Plan, subject to the terms, exclusions and conditions of the master policy bearing no **914396**.

The Company shall not pay under any section of this 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

#### **Preamble**

This contract of insurance is issued by Chartis Malaysia Insurance Berhad (795492-W) formerly known as AIG General Insurance (Malaysia) Berhad (hereinafter referred to as "CMI") to the Insured for the benefit of its Insured Person. This policy and the application in respect of it confirming cover and all related Endorsement(s) constitute the entire contract

#### **Ambit of Cover**

CMI will indemnify the Insured Person for Loss incurred on any Personal Property purchased worldwide if such Loss occurs within

- a) 30 days from the date of purchase,
- b) 30 days from the date of delivery for items purchased under a Merchandising Program,

provided the cost of the purchase is charged to the Insured Person's MasterCard credit card account. Should any loss be covered under this policy, CMI shall be entitled at its sole option to repair, reinstate, or replace the Personal Property lost or damaged (whether wholly or in part).

#### **Deductible**

Deductible is 10% of the coverage limit.

### Limits

- a) CMI will not be liable for more than the purchase price of the Personal Property as recorded on the MasterCard credit card sales slip or the limit as stated in the schedule below, whichever is lower.
- b) If the Personal Property is purchased with a partial payment using the MasterCard credit card, CMI's limit of liability shall be pro-rated based on the percentage the partial payment bears to the full purchase price.
- c) For Personal Property purchased through MasterCard installment schemes for which installment payments are allowed, CMI's limit of liability shall not exceed the full purchase price and indemnity will be subject to full settlement of the purchase price by the Insured Person.

Type of card	COVERAGE LIMIT	
	Limit for Any One Occurrence (RM)	Annual Aggregate Limit (RM)
Classic / Gold / Titanium / Premium / Platinum	up to RM 1,500	RM 7,500

## **Special Provision**

If at the time of any Loss to the Personal Property in the event the Insured Person has subscribed to any other Purchase Protection Plan, effected by the issuing bank (of the credit card), covering the same Personal Property, it is to be understood that:

- a) The limit for any one occurrence will be that under the policy against which claim is being made: and
- b) This Policy will apply only to the amount of any loss in excess of that recoverable under the other insurance.

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### **Excluded Property**

This Policy does not cover any loss or damage to:

- a) property that is insured under any other insurance policy unless its coverage does not extend to cover such loss or damage;
- b) property that is covered under a guarantee or warranty unless the loss or damage is not otherwise covered;
- c) consumables and perishables;
- d) motor vehicles, motorcycles or their motors, equipment and accessories (including communication devices solely for use in the vehicle), bicycles, marine craft, aircraft, model airplanes and boats;
- e) business property or property purchased to be used for a business purpose;
- f) cash, bank and currency notes, cheques, travelers cheques, money orders, postal orders, postage stamps, securities, negotiable instruments of any kind, bullion, rare or precious coins, documents or tickets of any kind, unset gemstones; livestock, pets, animals, plants or other living creatures.

#### **Excluded Causes**

CMI shall not be liable for any loss or damage caused by or arising from:

- a) mechanical, electrical or electronic breakdown, failure or derangement;
- b) theft from any unattended vehicle;
- c) marring or scratching, denting, chaffing, deterioration, depreciation, alteration, maintenance, any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring or servicing;
- d) leakage, loss of weight, shrinkage, evaporation, bulging, buckling, contamination, insect or vermin, inherent vice, wear and tear, rust, corrosion, mildew, atmospheric or climatic conditions (including wind, rain, hail, sleet, snow and frost) and any other gradually operating causes; delay, seizure, confiscation, destruction, requisition, retention or detention by Customs or other Government or Public Authority or official:
- e) the intentional, deliberate or fraudulent acts of the Insured Person or his representatives, or anyone residing in the same household or to whom the Personal Property has been entrusted;
- f) mysterious disappearance or unexplained loss;
- g) transit by air, vessels or ships, trains or vehicles, or any other mode of Public Transportation unless the Personal Property is in the Insured Person physical possession at the time of Loss;
- h) product defects, faulty or defective design, material or workmanship, latent defect;
- i) ionizing radiation or contamination by radioactivity from nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or hazardous properties of any nuclear assembly or nuclear component thereof;
- j) any Personal Property for which Insured's Member Banks have been informed of disputes over the charges made for purchase of the Personal Property under the Insured Person's MasterCard credit card.

### **General Exclusions**

CMI shall not be liable for any loss or damage caused by or arising from:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil, war, mutiny, rebellion, revolution, insurrection, 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 loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

- e) diminution in value or loss of use of the Insured Personal Property or consequential loss of any and every kind;
- f) CMI is not liable to make any payment for liability under any sections of this policy or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary(ies) under the policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this policy and/or CMI, its parent company or its ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting CMI from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary(ies) under the policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary (ies) who is declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate holding entity.
- g) fraud, misrepresentation made by the Insured Person relating to his/her MasterCard credit card and/or this policy.

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### **Geographical Limits**

The insurance afforded under this Policy shall apply anywhere in the world unless otherwise herein excluded by subsequent amendment or endorsement of this policy.

#### **Duty of Care**

The Insured Person shall take all reasonable precautions for the safety of Personal Properties.

#### **Definitions**

- "Accident/Accidental" shall mean an involuntary, external forcible and violent event that gives rise to damage that is unforeseen, fortuitous and not premeditated and occurs independently of all other causes.
- 2. **"Burglary"** means loss of Insured Personal Property following forcible and violent entry or exit from the premises or committed by a person or persons feloniously concealed therein where the Insured Personal Property is situated.
- 3. "Cardholder" means the holder of a valid MasterCard credit card issued in Malaysia and who has contacted CMI to activate his/her coverage.
- 4. "Insured" shall refer to MasterCard Asia/Pacific Pte Ltd (Company Registration No: 199306324E).
- 5. **"Insured Person"** means a MasterCard credit cardholder with one or more MasterCard credit card(s) issued by the Member Banks. The holder of duplicate MasterCard credit cards shall be considered as one Insured Person.
- 6. "Loss" shall mean:
  - a) Accidental damage to the Personal Property; or
  - b) Loss or damage to the Personal Property due to Theft, Burglary, Robbery & Hold-up.
- "Member Banks" shall mean banking institutions that issue credit cards of the insured to individual customers, including the Insured Persons.
- 8. **"Merchandising Program"** shall refer to the Personal Property purchased online or through mail order and/or catalogue wherein the purchased Personal Property will be sent to the Insured Person's address.
- 9. "Personal Property" means any tangible personal property of the Insured Person which is insurable via this policy pursuant to the terms and conditions stated in Section 2.0 above and may include but is not limited to all items of personal effects such as shoes/clothes/handbags/belts etc. and personal valuables such as lighters/watches/cameras/video cameras/handphones/laptops and the like, as well as household items, fine art and crystal, the full cost or portion of cost which has been charged to a MasterCard credit card not being property excluded under this Policy.
- 10. "Occurrence" means an incident, which results in loss of or damage to the Insured Personal Property.
- 11. "Policy Period" means the period during which the insured person is covered in respect of the occurrence under the terms and conditions of the policy and during which CMI is liable to pay benefits as herein provided.
- 12. **"Policy Schedule"** means the schedule that gives details of the Insured, Insured Person, Policy Period, risks, coverage and clauses and/or endorsements applicable.
- 13. "Public Transportation" means any air, land or water conveyance, which is duly licensed for the regular transportation of fare-paying passengers.
- 14. "Robbery & Hold-up" means loss of Insured Personal Property following assault or violence or the threat of it.
- 15. "Theft" means any act of stealing or attempted threat including snatch theft or pick-pocketing but excluding Burglary, Robbery & Hold-up.

## Consent to use of Personal Data

By submitting the application for coverage, you are consenting to the collection of your personal information by CMI (whether through the telephone or otherwise obtained) and such information may be held, used, or disclosed by CMI or any selected third party (within or outside of Malaysia including reinsurance and claims investigation companies and industrial associations) for the purposes of processing Free Insurance activation and providing subsequent services for this or other of our financial products or services and to communicate with you for such purposes.

Please keep this letter as terms of coverage. If you have any queries or require a copy of the terms of the policy, please call Chartis Malaysia Insurance Berhad at 1-800-88-8811.