# ALLIANCE BANK MALAYSIA BERHAD TRAVEL ACCIDENT AND TRAVEL INCONVENIENCE INSURANCE POLICY

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 witness 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 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. "Insured" shall mean Alliance Bank Malaysia Berhad.
- 2. "Insured Person" shall mean cardholder(s) of Alliance Bank Business Infinite Credit Card of the Business Enterprise.
- 3. "Business Enterprise" shall mean the legal entity that maintains a Business Infinite credit card account with Alliance Bank Malaysia Berhad.
- 4. "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.
- 5. "Accident" or "Accidental" shall mean a sudden, violent and unexpected event which occurs at an identifiable time and place and shall include "Hi-Jack", or any attempt thereat, and exposure resulting therefrom.
- 6. "Hi-Jack" 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.
- 7. "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 times, transfer and destination points will be established by reference to the Insured Person's Scheduled Flight Ticket.
- 8. "Overseas" means any country outside of Malaysia.
- 9. "Conveyance" means all forms of transportations required to convey the Insured Person from point to point including chartered and non-scheduled modes of conveyance.
- 10. "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.
- 11. "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.
- 12. "Medical Expenses" in the singular or plural, means all reasonable and customary costs necessarily incurred for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Physician.
- 13. "Medically Necessary" shall mean a medical service which is :

- a. consistent with the diagnosis and customary medical treatment for a covered disability; and
- b. in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
- c. not for the convenience of the insured person or doctor /consultant and unable to be rendered out of a hospital (if admitted as an inpatient); and
- d. not of an experimental, investigational or research nature, preventive or screening nature; and
- e. for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar disability in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the insured person's disability.
- 14. "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.
- 15. "Sickness" means any fortuitous somatic illness, sickness or disease

**TERRITORIAL LIMITS -** The insurance provided under this Policy is granted on a WORLDWIDE basis.

# **INSURANCE COVERAGE**

## SECTION A TRAVEL PERSONAL ACCIDENT INSURANCE

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 Alliance Bank Business Infinite Credit Card. 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) on or after the purchase date of the ticket.

The following such benefits will be payable for losses suffered within one hundred eighty (180) days of the date of accident, subject to a maximum coverage of thirty (30) days any one trip.

BENEFIT	Maximum Limit per Business Enterprise	
Death	2,000,000	
Permanent Total Disablement	2,000,000	
Loss of both hands or both limbs	2,000,000	
Loss of one hand and one foot	2,000,000	
Total loss of sight of both eyes	2,000,000	
Loss of one eye and one hand or one foot	2,000,000	
Loss of one hand or one foot	1,000,000	
Total Loss of sight of one eye	1,000,000	

## **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 A

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.

Notwithstanding anything contained herein to the contrary, in the event of 100% of the Capital Sum Insured per Insured Person for Section A has been paid, all the insurance coverage for the particular Business Enterprise shall immediately cease to be in force.

## **EXCLUSIONS TO SECTION A**

No benefits will be payable for :

- 1. any loss caused by suicide or self-destruction or any attempt thereat.
- 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 B TRAVEL INCONVENIENCE INSURANCE

In addition to the benefits provided under the Section A, the Insured Person will be covered for the Travel Inconvenience Insurance for the following benefit events as specified below:

Coverage	Limits of Indemnity		
	Individual (RM)	Business Enterprise (RM)	
Missed Connection/Flight Delay	1,000	2,000	
Luggage Delay	1,000	2,000	
Luggage Loss	2,500	5,000	

# (a) MISSED CONNECTION/FLIGHT DELAY

If the confirmed departure time of the Insured Person's Scheduled Flight is delayed for six(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 six(6) consecutive hours of the scheduled departure of such flight Or if the Insured Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the incoming Scheduled Flight or as a result of a delay in the departure of the onward connecting Scheduled Flight and no alternative onward or transportation is made available to the Insured Person within four (4) consecutive hours of the actual arrival time of the incoming flight, the Company will indemnify the Insured Person for all expenses incurred for restaurant meals, refreshments or hotel accommodation which are necessarily charged to the Cardmember's Alliance Bank Business Infinite Credit Card up to the Individual limit as specified in the Table of Benefits.

If the Insured Persons of a Business Enterprise are travelling with the full fare of Scheduled Flight ticket charged to Cardmember's Alliance Bank Business Infinite Credit Card, the Company will indemnify all such expenses up to the Business Enterprise limit as specified in the Table of Benefits for the Insured Person. Provided always that no two or more Insured Person who are part of the same Business Enterprise shall be entitled to claim for more than the Individual limit as specified in the Table of Benefits.

# (b) 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 Cardmember's Alliance Bank Business Infinite Credit Card 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 Persons of a Business Enterprise are travelling with the full fare of Scheduled Flight ticket charged to Cardmember's Alliance Bank Business Infinite Credit Card, the Company will indemnify all such charges up to the Business Enterprise limit as specified in the Table of Benefits for the Insured Person. Provided always that no two or more Insured Persons who are part of the same Business Enterprise 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 being applicable, only one, the larger amount of such benefit will be payable.

# (c) LUGGAGE LOSS

If the Insured Person's checked-in luggage is lost or not delivered to the Insured Person within forty-eight (48) hours of his arrival at the scheduled destination of the Insured Person's flight, such luggage will be considered as permanently lost and 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 Cardmember's Alliance Bank Business Infinite Credit Card 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 Persons of a Business Enterprise are travelling with the full fare of Scheduled Flight ticket charged to the Cardmember's Alliance Bank Business Infinite Credit Card, the Company will indemnify all such charges up to the Business Enterprise limit as specified in the Table of Benefits for the Insured Person. Provided always that no two or more Insured Persons who are part of the same Business Enterprise shall be entitled to claim for more than the Individual limit as specified in the Table of Benefits.

## **EXCLUSIONS TO SECTION B**

No indemnity (applicable to the benefits for Missed Connection/Flight Delay, Luggage Delay and Luggage Loss) will arise from any loss caused by or associated with:

- 1. Any expenses or purchases not billed to a Alliance Bank Business Infinite Credit Card.
- 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 has not been 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.
- 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.

## SECTION C MEDICAL EXPENSES

MSIG will pay to the Insured Person the Benefit up to the amount stated in the Schedule of Benefit below if any Insured Event described shall happen to the Insured Person whilst travelling on a Journey for which the full fare of the Insured Person has been charged by the Cardholder to their Alliance Bank Business Infinite Credit Card.

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 Alliance Bank Business Infinite Credit Card.

## **Insured Event**

The Insured Event under the Medical Expenses coverage on Medical Expenses that are Medically Necessary as a direct result of Bodily Injury or Sickness.

## **Schedule of Benefits**

No	Medical Expenses	Per Business Enterprise (RM)		
		Below 70 years old	70 years old and above	
a.	Limit per Accident or Sickness	Up to 50,000	Up to 25,000	
b.	Aggregate limit per policy period	Up to 50,000	Up to 25,000	
C.	Emergency Dental treatment expenses	Up to 500	Up to 500	
d.	Deductible – The amount to be deducted for each and every claim	150	150	
e.	Maximum period for which Medical Expenses are payable per Accident or Sickness	Up to 60 days from the date the first Medical Expenses was incurred		
f.	Follow up return treatment in Malaysia	subject to 30 days from the date of return to Malaysia to e) above up to a) above		

# **EXCLUSIONS TO SECTION C**

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

- 1. Riot
- 2. MSIG shall not be liable for Medical Expenses incurred:
  - i. Where a Journey is undertaken against the advice of a Physician
  - ii. For pre-existing Sickness or medical condition, the symptoms of which have manifested themselves prior to the Journey for which the Insured Person has received or should have received treatment or advice by a Physician;
  - iii. For injuries arising from activities related to or involving the oil and gas industry;
  - iv. For any prosthesis, contact or corneal lenses, spectacles, hearing aids, dentures, other medical equipment;
  - v. For routine medical examinations, cosmetic surgery and other elective treatments and surgical processes;
  - vi. For dental or optical expenses unless incurred as the result of an emergency provided that all routing dental and optical treatment is completed prior to the Journey;
  - vii. As a result of the Insured Person contracting Acquired Immunodeficiency Syndrome(AIDS), any AIDS related disease or any sexually transmitted disease.

- 3. MSIG will not provide cover or service for :
  - 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:
    - a. a terrorist:
    - b. a member of a terrorist organization;
    - c. a narcotics trafficker;
    - d. a purveyor of nuclear, chemical or biological weapons

## **Special Provisions**

i) If at the time of any claim arising under this Section, there is other 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 of that recoverable under the other insurance.

## **GENERAL EXCLUSIONS**

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

- 1. 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.
- 2. nuclear reaction, nuclear radiation and radioactive contamination.
- 3. 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.

- 4. the Insured Person:
  - i) engaging in air travel except as fare paying passenger
  - ii) engaging in any criminal act
  - iii) committing suicide or intentional self-injury (whether felonious or not) or any attempt thereat while sane or insane

# **GENERAL CONDITIONS**

# 1. Maximum Benefit/Indemnity

Duplicate or multiple Cardmember's Alliance Bank Business Infinite Credit 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.

# 2. Conveyance Limit

If there is more than one Alliance Bank Business Infinite Credit Cardmember covered, the Company's maximum aggregate liability in respect of all Insured Persons travelling in one conveyance shall not exceed Ringgit Malaysia 5 Million Only (RM5, 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 proof 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 the Alliance Bank Business Infinite Credit Card.
- 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 Alliance Bank Business Infinite Credit Card.
- 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

Section A: Payment of any claim by the Company would be directed to the Business Enterprise. With the permission from the Business Enterprise, cardmember may nominate a beneficiary or change a previously nominated beneficiary for himself/herself and his or her spouse and children. For such nomination or change to become effective a written request on a form satisfactory to the Company must be filed with the Company. Such nomination or change shall take effect as of the date it is signed by the cardmember provided that it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such nomination or change shall fully discharge the Company to the extent of such payment.

Section B & C: Payment of any claim by the Company would be payable to Alliance Bank Malaysia Berhad on the account of Business Enterprise.

# 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 B 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 Master Policy is issued based on the projected count of customers and the agreed rate/customer. At the end of the policy period, the actual number of customers is declared and adjustment of premium is done. If the actual premium is more, an additional premium will be charged.

If the actual premium is less than the charged premium, the minimum amount of premium retained is 50% of the premium based on the projected count of customers.

# 14. Other Insurance

Should the Insured Person effect or hold any other insurance against the events covered under Section B - 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 affected 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.

## **PREMIUM WARRANTY**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of the policy/endorsement/renewal certificate. If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.

When the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an Insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject to otherwise to the terms and conditions of this Policy.

# **IMPORTANT NOTICE**

- 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 Alliance Bank Malaysia Berhad 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

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