
TRAVEL INSURANCE POLICY

SPECIALLY ARRANGED FOR STANDARD CHARTERED BANK VISA INFINITE CREDIT CARD HOLDERS

WHEREAS Policyholder by a proposal, declaration and/or information which is the basis of and is deemed to be incorporated within this contract has applied to MSIG Insurance (Malaysia) Bhd. (the "Insurer" or "Company") for the insurance contained in this Master Policy ("Policy") and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained in or endorsed onto this Policy if during the Period of Insurance or any subsequent period for which the Policyholder shall have paid and the Insurer shall have agreed to accept the renewal premium, the Insurer will indemnify the Insured in accordance with the terms, exceptions and conditions of the Policy.

DEFINITIONS

Accident/Accidental means an event which happens suddenly and gives rise to a result which the Insured did not intend or anticipate.

Common Carrier Conveyance means any land or sea conveyance provided or operated by a carrier licensed for the regular transportation of fare-paying passengers and any fixed wing aircraft provided and operated by an airline licensed for the regular transportation of fare-paying passengers.

Event means an occurrence, including continuous or repeated exposure to the occurrence.

Injury means any bodily injury suffered caused solely by Accident and not by sickness, disease or gradual, physical or mental wear and tear.

Insured means each Standard Chartered Bank's valid Visa Infinite Credit Card holder and his/her legal spouse.

Medical Practitioner means any qualified medical practitioner legally registered by the competent Medical Authorities of the country in which treatment is provided, to practise western medicine and surgery. The Medical Practitioner shall not be an Insured, a business partner or an employer or employee or agent of the Insured, or a person related to the Insured in anyway.

Money means current coin bank and currency notes cheques postal notes and money orders bank drafts credit card sales vouchers current postage and revenue stamps bonds bills of exchange promissory notes postage and revenue franking tickets or other redeemable vouchers or any other negotiable instrument, the Insured's own or the property of others in the Insured's custody or control.

Policyholder means Standard Chartered Bank Malaysia Berhad, (the "Bank").

Sickness means any deterioration of health of an Insured due to medical conditions contracted, commencing or manifesting during the Trip and caused solely by Accident which requires the treatment by a Medical Practitioner.

Trip means the time while the Insured is travelling outside of his/her Usual Country of Residence..

Usual Country of Residence means the country that the Insured has taken residency in. A permanent change in the Usual Country of Residence is deemed to occur when an Insured lives or intends to live in another Country for a period in excess of three (3) consecutive months.

THE BENEFITS

SECTION 1 - MEDICAL EXPENSES

The Insurer will reimburse the Insured for necessary medical, surgical, nursing and hospital charges incurred at the direction of a Medical Practitioner including emergency dental treatment expenses incurred to restore sound and natural teeth or a fractured jaw, as a result of Injury or Sickness suffered by the Insured during the Trip and/or whilst the Common Carrier Conveyance in which the Insured is travelling on, leaves or takes off from his/her Usual Country of Residence for the purpose of the Trip, during the Period of insurance.

The Insurer will further provide cover on related medical expenses for continuation in the Insured's Usual Country of Residence of such medical treatment incurred not more than thirty (30) days after returning to his/her Usual Country of Residence.

The maximum liability of the Insurer per Accident resulting in Injury or Sickness is as follows:

- up to RM50,000 per Insured (Below 70 years old)
- up to RM25,000 per Insured (70 years old and above)

The liability of the Insurer in respect of emergency dental treatment expenses for any one Accident resulting in Injury for any one Insured shall not exceed RM500.

The Insurer shall not be liable for the first RM150 of each and every claim other than emergency dental treatment expenses.

EXTENSIONS TO SECTION 1

Subject otherwise to the terms, conditions and exceptions of this Policy, cover under this Section 1 is extended to the following:

SUFFOCATION BY SMOKE, POISONOUS FUMES, GAS AND DROWNING CLAUSE

Medical expenses payable under Section 1 shall apply to any Injury or Sickness sustained by an Insured as a result of suffocation by smoke, poisonous fumes, gas and drowning.

MURDER OR ASSAULT CLAUSE

Medical expenses payable under Section 1 shall apply to any Injury or Sickness sustained by the Insured as a consequence of being an innocent victim of a murder or assault, provided that the Insurer shall not be liable for any claim for such Injury or Sickness arising out of or in connection with the Insured's own participation in any such act.

HIJACKING CLAUSE

Medical expenses payable under Section 1 shall apply to any Injury or Sickness sustained by the Insured arising out of or in consequence of the action of an unauthorised person or persons taking command of or attempting to take command of an aircraft owned and/or operated by a recognised airline over an established air route including deviation from such route by virtue of the circumstances and including whilst illegally detained.

EXCEPTIONS APPLICABLE TO SECTION 1

The Insurer shall not be liable for:

1. Sickness or Injury caused by the Insured engaging in:
 - a) air travel except as a passenger in a fully licensed passenger carrying aircraft;
 - b) any trade, technical or sporting activity or as crew in connection with an aircraft;
 - c) naval, military or air force service or operations or whilst in driving or racing of any kind (other than on foot or swimming); or whilst engaging in sports in a professional capacity; or participating in any hazardous sport or activity including hang gliding, parachuting, potholing, mountaineering or rock climbing, or scuba diving or whilst in any violation or attempted violation of the law or resistance to arrest.
2. Sickness or Injury caused by:
 - a) suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life);
 - b) pregnancy or childbirth;
 - c) insanity;
 - d) any pre-existing physical or mental defect or infirmity;
 - e) the Insured being under the influence of drugs (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
 - f) the Insured being under the influence of alcohol, unless it can be established to the Insurer's reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Injury or Sickness;

- g) disease of any kind including Acquired Immune Deficiency Syndrome (AIDS) and any sickness or disease caused by or resulting from or related to the Human Immuno-Deficiency Virus (HIV).

If the Insurer alleges that by reason of these Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon the Insured.

ADDITIONALLY:

- 3. The Insurer will not pay for
 - a) the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the Sickness or Injury which necessitated the Insured's admittance into hospital.
 - b) any claim if the Insured is under treatment not recommended by or undertaken by a Medical Practitioner.
 - c) any claim if the Insured is travelling against the advice of a Medical Practitioner for the purpose of obtaining medical treatment during the Trip.

SECTION 2 – DELAYED BAGGAGE

The Insurer will reimburse the Insured for emergency purchase of essential clothing or toiletries by the Insured if his/her personal baggage accompanying him/her on a Trip checked in with a Common Carrier Conveyance is temporarily lost in transit and not restored to the Insured within four (4) hours of the destination point stated in the Insured's ticket issued in respect of that trip.

Provided that:

- i) the Insured must provide the Insurer with a signed and dated property irregularity report or equivalent issued by the operator of the Common Carrier Conveyance.
- ii) this section does not apply if the Insured's destination point is his/her Usual Country of Residence.

The maximum liability of the Insurer per Event is as follows:
- up to MYR1,000 per Insured

SECTION 3 – LOSS OF PURCHASES

In the event of any Accidental loss or damage to property or goods purchased by an Insured with a valid Standard Chartered Bank's Visa Infinite Credit Card, other than living organisms, food, perishable, Money, motor vehicles and business property ("Property Insured"), the Insurer will, subject to the terms exceptions and conditions contained herein, indemnify the Insured up to a maximum sum insured of RM10,000 for any one article and RM50,000 per event.

The cover granted under this Section shall apply from and including the date of purchase of the Property Insured until the

- (i) 15th day thereafter if purchased in the Insured's Usual Country of Residence; or
- (ii) 30th day thereafter if purchased elsewhere outside his/her Usual Country of Residence.

SECTION 3 – SPECIAL EXCLUSIONS

1.0 Excluded Property

Coverage under this Section 3 does not extend to cover the following:

- (a) any item of property left unattended in a place accessible to the public and not subsequently recovered;
- (c) property under guarantee or warranty;
- (d) jewellery and watches in baggage unless carried by hand and under the personal supervision of the cardholder;
- (e) contact lenses and spectacles; including sunglasses;
- (f) dentures and other medical aids including but not limit to hearing aids, artificial limbs, crutches, wheelchair walkers and braces;
- (g) consumables and perishable goods;
- (h) motor vehicles, motor cycles or their motors, equipment and accessories (including communication devices intend solely for the use in the vehicle), bicycle, marine craft, aircraft, model airplanes and boats;

- (i) business property or property purchased to be used for business purpose;
- (j) handphone, accessories and the like, laptop, ipad, accessories and the like and camera unless due to snatch theft, robbery or building break -in;
- (k) cash bank or currency notes, cheques, travellers' cheques, money orders, postal orders, postage stamps; securities, negotiable instruments of any kind, bullion, rare and precious coins, documents or tickets of any kind, unset gemstones;
- (l) livestock, pets, animals, plants or living creatures;
- (m) property which is contraband or which would have been confiscated or prohibited for entry into the country;
- (n) property sold or given to others;
- (o) loss of use or any consequential loss;
- (p) scratching or denting of any kind.

2.0 Excluded Causes

MSIG 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;
- (e) delay, seizure, confiscation, destruction, requisition, retention or detention by Customs or other Government or Public Authority or official;
- (f) 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;
- (g) mysterious disappearance or unexplained loss;
- (h) 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;
- (i) product defects, faulty or defective design, material or workmanship, latent defect;
- (j) 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;
- (k) 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 Payment Card.

GENERAL EXCLUSIONS TO SECTION 3

The Insurer shall not be liable for:

1. The cost of:

- (a) adjustments or rectification of operational malfunctions;
- (b) replacement of spent lost or damaged expendable or replaceable parts including bulbs valves tubes fuses batteries belts chains tapes ribbons cards,

unless necessitated by loss or damage covered by this Policy.

2. Loss or damage arising from:
 - (a) the application of electrical energy; mechanical defects or mechanical derangement or mechanical breakdown.
 - (b) wear and tear depreciation gradual deterioration rust corrosion oxidation mildew moth vermin; or in connection with any process of cleaning dyeing repairing restoring or renovating; the action of light or atmospheric or climatic conditions, or extremes of temperature.
 - (c) theft or any attempt thereof by the Insured.
 - (d) the willful act or willful negligence of the Insured or any employee of the Insured.
3. Loss or damage to
 - (a) property whilst in transit as unaccompanied baggage shipped under a bill of lading parcel receipt waybill or similar document.
 - (b) property used for professional or trade purposes, big game fishing or expeditions of discovery or research.
4. Consequential loss damage or liability of any kind or description.
5. Loss or damage arising through theft from any unattended vehicle unless all windows are securely closed and all the doors and the boot are locked.
6. Loss or damage covered by a Guarantee given in respect of property and goods purchased.
7. Loss or damage insured under a more specific policy.

SECTION 4 - TRAVEL ASSISTANCE SERVICES

4.1 Description

Travel Assistance Services are arranged through MSIG Assist by the Company to assist the Insured in any Emergency during his/her Trip.

4.2 Definitions

Assistance Event

Any event or occurrence with respect to the Insured who is entitled to receive Assistance pursuant to these terms and conditions and subject to Exclusions listed in Section 4.8.

Bodily Injury

Any Bodily Injury suffered by the Insured caused solely and directly by violent accidental external and visible means during the Trip.

Ringgit

The lawful currency of Malaysia.

Emergency

A serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

Sickness

Any sudden and unforeseen sickness or disease suffered by the Insured and first manifested during the Trip.

Country of Residence

Usual Country of Residence.

Close Relative

The Insured's spouse, parent(s), his/her child(ren), brother(s) or sister(s) excluding parent(s)-in-law, brother(s)/sister(s)-in-law.

MSIG Assist

24-hour worldwide helpline assistance.

Serious Medical Condition

A condition which in the opinion of MSIG Assist constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

4.3 Disclaimer

MSIG Assist and the professionals and other persons to whom the Insured is referred by MSIG Assist are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of MSIG Assist and these professionals or other persons such as, and not limited to, physicians, hospitals and clinics.

4.4 Duration of Cover and Limitations

4.4(a) Duration of Cover

Except for benefit mentioned under Section 4.5(i), the benefits mentioned in Section 4.5 are only granted during the Trip.

4.4(b) Territorial Limits

Except for benefits mentioned under Section 4.5(i), the benefits mentioned in Section 4.5 apply to countries worldwide outside the Country of Residence. However, MSIG Assist shall not be required to provide services under Section 4.5 to the Insured located in areas which represent war zones or war risks or political or civil conditions such as to make such services impossible or reasonably impracticable.

4.4(c) Limits of Indemnity

The Company will reimburse MSIG Assist for all payments made by MSIG Assist in accordance with Section 4.5.

4.5 Emergency Assistance Service and Benefits

The maximum aggregate limit payable by MSIG Assist under this Section 4.5 in respect of each Insured shall not exceed MYR100,000 per Event for all the services and benefits under Section 4.5, except for those costs specifically stated to be borne by the Insured.

4.5(a) Medical Attention Telephone Medical Advice, Evaluation and Referral Appointment

When medical advice is needed, the Insured may telephone MSIG Assist for medical advice and evaluation from the attending physician. However, it shall be stressed that telephone conversation cannot establish a diagnosis and shall be considered as an advice only. If medically necessary, the Insured shall be referred to another physician or to a medical specialist for personal assessment and MSIG Assist will assist the Insured in making the medical appointment, if available locally.

MSIG Assist will assist in dispatching the required medicine to the Insured, if available locally. The delivery of such medicine, drugs and medical supplies will be subjected to the laws and regulations applicable locally. Any third party costs including the costs of medicine shall be borne by the Insured.

4.5(b) Medical Evacuation

Should the Insured suffer from Bodily Injury or Sickness which results in a Serious Medical Condition, MSIG Assist will arrange and pay for:

- the transfer of the Insured to the nearest hospitals and,
- if necessary, on medical grounds:

- (i) the transfer of the Insured with necessary medical supervision by any means (including but not limited to air ambulance, scheduled commercial flight, and road ambulance) to a hospital more appropriately equipped for the particular Bodily Injury or Sickness, or
- (ii) the direct repatriation, including road ambulance transfers to and from the airports, of the Insured with necessary medical supervision by scheduled airline to an appropriate hospital or other health care facility near his/her permanent residence, if his/her medical condition permits such repatriation. The medical team and attending physician will determine the necessary arrangements according to the circumstances.

To complete the Medical Evacuation, MSIG Assist will arrange for the following:

- ambulance to transfer the Insured to the airport of departure
- emigration and customs clearances at the airport of departure
- intensive care equipment
- qualified medical escort to stabilize the Insured and monitor his/her condition during the transportation
- immigration and custom clearances at the airport of destination
- ambulance on the tarmac to meet the Insured and the medical escort at the airport of arrival
- immediate consultation by appropriate specialist upon arrival
- reservation of bed in hospital
- constant monitoring of the medical condition of the Insured during his/her hospitalization by MSIG Assist's doctor
- liaison with the family of the Insured and updating of the evolution of the treatment.

MSIG Assist retains the absolute right to decide the place to which the Insured shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which MSIG Assist is aware at the relevant time.

4.5(c) Repatriation After Treatment

Following the Medical Evacuation referred to in Section 4.5(b) above and if medically necessary, MSIG Assist will, arrange and pay for the repatriation of the Insured to his/her Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation, including any supplementary cost of transportation to and from the airport, if his/her original ticket is not valid for the purpose, provided that the Insured shall surrender any unused portion of his/her ticket to the Company.

4.5(d) Repatriation of Mortal Remains/Ashes

Upon the death of the Insured caused by Bodily Injury or Sickness, MSIG Assist will make all the necessary arrangements (including any procedures or arrangements necessary to meet local formalities) and will pay up to RM10,000 for

- (i) the repatriation of the Insured's body or ashes to the Insured's place of burial in the Insured's Country of Residence or
- (ii) at the request of the Insured's heirs or representative, the local burial of the Insured, provided that the amount payable for such local burial shall be limited to the equivalent of the cost of repatriation of mortal remains as provided in this benefit.

4.5(e) Compassionate Visit

In the event of the Insured suffering from Bodily Injury or Sickness resulting in hospital confinement outside the Country of Residence for more than seven (7) consecutive days, MSIG Assist will, arrange and pay for the cost of a return scheduled airline (on economy fare basis) for a relative or designated person of the Insured to travel from the Insured's Country of Residence to the Insured's bedside, including the cost of an ordinary room accommodation in any reasonable hotel up to RM200 per day for a maximum period of five (5) consecutive days, but excluding the cost of drinks, meals and other room services.

4.5(f) Hospital Admission Deposit Guarantee

In the event of the Insured suffering from Bodily Injury or Sickness resulting in hospital confinement, MSIG Assist will, guarantee or provide the hospital admission deposit up to RM5,000 provided that such confinement is duly approved by both the attending Physician and MSIG Assist's doctor and the Insured is without means of payment of the required hospital admission deposit.

4.5(g) Hotel Room Accommodation for Convalescence

In the event of the Insured suffering from Bodily Injury or Sickness resulting in hospital confinement, MSIG Assist will, arrange and pay for the cost of an ordinary room accommodation in any reasonable hotel up to RM200 per day for a maximum of five (5) consecutive days, incurred by the Insured for the sole purpose of convalescence immediately following his/her discharge from the hospital, and if deemed medically necessary by both attending Physician and MSIG Assist's doctor.

4.5(h) Unexpected Return to the Country of Residence

In the event of the death of the Insured's Close Relative in his/her Country of Residence while the Insured is travelling overseas (excluding the case of immigration) necessitating an unexpected return to his/her Country of Residence, MSIG Assist will, arrange and pay for the cost of a scheduled return airline ticket (economy class) for the return of the Insured.

4.5(i) Travel Information

The Insured may contact MSIG Assist to obtain the following information and services before starting or during the Trip:

- Update immunization and vaccination requirements and needs
- Worldwide weather information
- Airport taxes
- Customs requirements
- Passport and visa requirements
- Consulate and embassies addresses and contact numbers
- Exchange rates
- Banking days
- Arrangement of interpreter services
- Arrangement of child(ren) escort
- Transmission of urgent messages in case of Emergency

Any third party costs shall be borne by the Insured.

4.5(j) Luggage Retrieval

In the event of loss or misrouting of the Insured's luggage by a common carrier, MSIG Assist will liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Insured may direct.

The cost of delivering the delayed luggage shall be borne by the Insured.

4.5(k) Emergency Rerouting Arrangements

MSIG Assist will assist the Insured in reorganizing his/her flight schedule should an Emergency oblige him/her to alter his/her original plan.

Any third party costs shall be borne by the Insured.

4.5(l) Administration Assistance

In case of loss or theft of essential documents or personal identification documents (e.g. passport, entry visa, etc), MSIG Assist will provide the Insured with the necessary information regarding the formalities to be fulfilled with the appropriate local authorities or entities, in order to obtain the replacement of such lost or stolen documents.

Any third party costs shall be borne by the Insured.

4.5(m) Legal Assistance

MSIG Assist will provide worldwide referral of lawyers and solicitors firms in case the Insured is involved in civil litigation. Legal fees incurred and any fine imposed shall be borne by the Insured.

4.6 **General Obligations/Procedures**

4.6(a) Request for Assistance

In case of an Emergency and prior to taking personal action where reasonable, the Insured or his/her representative shall collect call MSIG Assist whose contact number is listed below:

603-2166 3080

and state:

- His/Her name, name of the insurance company and his/her ID Card or passport number and Standard Chartered Bank's Visa Infinite Credit Card No. for verification; and

- The name of the place and the telephone number where MSIG Assist can reach the Insured or his/her representative; and
- A brief description of the accident and the nature of help required.

4.6(b) Notification to MSIG Assist

- (i) In an Emergency involving a life threatening situation, the Insured or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call MSIG Assist to provide the appropriate information as soon as possible.
- (ii) In the event of Bodily Injury or Sickness resulting in the hospitalisation of the Insured prior to MSIG Assist being notified, the Insured or his/her representative, where possible, shall contact MSIG Assist within three (3) days of the occurrence of such Emergency or any complication directly relating to such Emergency.

In the event of repatriation, the Insured or his/her representative shall furnish the following information to facilitate prompt response:

- (1) The name, address and telephone number of the hospital or other medical facility where the Insured has been taken, and
- (2) The name, address and phone number of the attending Physician and, if necessary, the Insured's family doctor.

MSIG Assist's medical team or other representatives shall have free access to the Insured in order to assess the Insured's condition. Without reasonable justification for denial of such an access, the Insured will not be eligible for further medical assistance.

The Insured or any party will not be entitled to be reimbursed any expenses without first obtaining prior approval from the Company.

4.7 **Obligations of the Insured**

4.7(a) Mitigation

The Insured shall be obliged to use reasonable efforts to mitigate the effects of an Emergency.

4.7(b) Co-operation with MSIG Assist

The Insured shall co-operate with MSIG Assist to enable MSIG Assist to get all documents and receipts from the relevant sources and assisting MSIG Assist at his/her expenses in complying with the necessary formalities.

4.7 (c) Limitations on Claims

Any claim with respect to an Assistance Event or the right to any legal action or claim shall be forfeited unless such claim is filed within two (2) years of the occurrence of such event.

4.7(d) Subrogation

In the event that MSIG Assist and/or the Company make(s) any payment in connection with the provision of assistance to the Insured, MSIG Assist and/or the Company shall be subrogated to the rights of such Insured to obtain payments from:

- (i) any third party found legally responsible for the assistance, up to the amount of such payment and
- (ii) any other insurance or assistance plan which provides compensation to the Assistance Events.

4.8 Exclusions

The costs of rendering emergency assistance services will not be borne by the Company or by MSIG Assist in respect of:

- (a) Services rendered without the authorisation and/or intervention of MSIG Assist.
- (b) Services provided by any party other than MSIG Assist for which no charge is usually made.
- (c) Medical treatment administered by the Insured's relatives whether qualified or not.
- (d) Costs which would have been payable if the event giving rise to the intervention of MSIG Assist had not occurred.
- (e) Any expense more specifically covered under any other insurance policy.
- (f) All circumstances described under the General Exceptions of this Policy.

GENERAL EXCEPTIONS

(Applicable to the whole Policy)

The Insurer will not be liable for:

1. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
2. Injury directly or indirectly caused by, occasioned by or through or in consequence of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Injury:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act of terrorism including but not limited to
 - (i) the use of threat of force; violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to,

nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

(c) any action taken in controlling, preventing, suppressing or in any way relating to 2(a) or 2(b) above.

If the Company alleges that by reason of this Exception, Injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

3. Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

(i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

(iii) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

4. (a) damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by programming or operator error, Virus or Similar Mechanism or Hacking.

(b) consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking,

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

Defined Contingency

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For the purpose of this Exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

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Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

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Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

5. any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

- (b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

This exclusion does not apply in respect of Section 1 – Medical Expenses and Section 4 – Travel Assistance Services.

GENERAL CONDITIONS

(Applicable to the whole Policy and to be observed by the Policyholder, Insured and all persons insured under the Policy)

The Policy, the Schedule and any amendments thereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the Schedule shall bear such specific meaning wherever it may appear.

1. COMMUNICATION IN WRITING

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurer.

2. RENEWAL

This Policy may be renewed from year to year by mutual agreement between the Policyholder and the Insurer.

3. CLAIMS PROCEDURE

- (a) Notice shall be given by the Insured to the Insurer as soon as possible of the happening of any event in respect of which a claim is to be made.
- (b) The Insured shall at his own expense furnish to the Insurer such certificates information and evidence as the Insurer may reasonably require.
- (c) In respect of a claim under Section 1 of the Policy
 - (i) Any Insured shall as soon as possible after the happening of any event in respect of which a claim is to be made procure and follow medical advice from a duly registered Medical Practitioner.
 - (ii) Any Insured as often as required shall submit to medical examination on behalf of the Insurer at its own expense.

4. FRAUD

If any claim under this Policy shall be in any respect fraudulent all Benefits under this Policy in respect of that Insured shall be forfeited.

5. NON-ASSIGNMENT AND DISCHARGE

The Insurer will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy. The receipt of the Insured, or his legal personal representatives or of any person(s) to whom any benefit is expressed to be payable shall in all cases effectively discharge the Insurer's liability.

6. OTHER INSURANCE

If any loss damage or legal liability covered under this Policy is also covered by any other insurance, the Insurer shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

7. PREMIUM ADJUSTMENT

If the premium for this Policy has been calculated on any estimates furnished by the Policyholder, the Policyholder shall keep an accurate record containing all particulars relative to it and shall at all times allow the Insurer to inspect such record. The Policyholder shall within one calendar month from the expiry date of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require. The premium for such Period of Insurance shall then be adjusted and the difference paid by or allowed to the Policyholder as the case may be subject to receipt and retention of any minimum premium applicable.

8. CANCELLATION

The Insurer may cancel this Policy by sending sixty (60) days' notice by registered letter to the Policyholder at its last known address and in such event will return to the Policyholder the premium paid less the pro rata portion thereof for the period the Policy has been in force. The Policy may be cancelled at any time by the Policyholder by giving sixty (60) days' notice to the Insurer and provided no claim has arisen during the then current Period of Insurance the Policyholder shall be entitled to a return of premium paid on a pro-rated basis less the period the Policy has been in force and subject to any adjustment of premium required by the terms or conditions of this Policy.

9. TERMINATION OF AN INSURED'S COVER

The cover of an Insured under this Master Policy will terminate immediately in any of the following circumstances, whichever first occurs:

- (a) When the Master Policy is terminated;
- (b) When the Standard Chartered Bank's Visa Infinite Credit Card Programme is terminated; or
- (c) When the Insured (the holder of Standard Chartered Bank's Visa Infinite Credit Card) ceases to hold such credit card and whereupon the cover of his/her legal spouse under this Master Policy (if any) will also terminate immediately.

The cancellation of the Policy under General Condition 8 or termination of an Insured's cover under General Condition 9 shall not prejudice a covered claim arising prior to such cancellation or termination for the Insured concerned.

10. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions on arbitration for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

Unless any such action or suit be commenced within six (6) months of the making of an award the Insurer shall not be liable to make any payment in excess of the amount of the award.

11. DATA PRIVACY NOTICE

It is hereby declared that as a condition precedent to the liability of the Company the Policyholder and each Insured have agreed that any personal information in relation to the Insured provided by the Policyholder and the Insured to the Company may be held, used and disclosed to enable the Company or individuals/organisations associated with the Company or any independent third party (within or outside of Malaysia) to

- (a) process, assess or deal with any matter arising from the Policy and/or
- (b) provide all services related to this Policy.

12. GOVERNING LAW & JURISDICTION

The policy is to be construed according to the laws of Malaysia. The parties submit themselves to the exclusive jurisdiction of the Courts of Malaysia for the resolution of any conflict or dispute relating to the Policy save where the circumstances are governed by the Arbitration clause of the Policy.

13. COMMENCEMENT OF ARBITRATION OR COURT ACTION

If the Insurer shall offer an amount in settlement or disclaim liability for any claim under this Policy and such claim shall not within twelve (12) calendar months from the date of such offer or disclaimer have been referred to arbitration under the provision contained in the Policy or where liability is in dispute, been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not then be recoverable under this Policy.

14. DUE OBSERVANCE

The due observance and fulfillment of the terms provisions and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Policyholder or Insured or other claimant and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.

15. EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. For avoidance of doubt, the Insurer and the Policyholder are the only parties to this Policy contract.

16. POLICY ALTERATIONS

The Company reserves the right to vary the terms conditions and exceptions of the Policy by giving the Policyholder 30 days' written notice of any such variation subject to the proposed amended terms being agreed by the Policyholder. The changes as agreed between the Company and the Policyholder are binding on all the Insureds without notice.

PREMIUM PAYMENT WARRANTY

1. Even if anything in the Policy says otherwise but subject to clause 2 below, it is hereby declared and agreed that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company within 60 days of the:-
 - (a) inception date of the coverage under the Policy, Renewal Schedule or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Schedule or Cover Note.

2. In the event that any premium due is not paid and actually received in full by the Company within the 60-day period referred to above, then:-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of MYR25.00.

IMPORTANT - The policyholder is requested to read this Policy. If any error or misdescription is found, the Policy should be returned to the issuing office for correction.