Automatic Travel Insurance

Policy Number: W/26/PT11/184296/KUL

Insurance Agreement Terms

1. This Policy reflects the terms and conditions of the contract of insurance as agreed between Public Bank Berhad (Company Registration No. 196501000672 (6463-H)) and Lonpac Insurance Berhad "Insurer" (Company Registration No. 199401021735 (0307414-T))

2. The Eligible Credit Card type entitled to enjoy this service is defined as follows :
   - PB World Mastercard Credit Card
   - PB Visa Infinite Credit Card
   - PB Visa Signature Credit Card
   - Mutual Gold-PB Visa Platinum Credit Card
   - PB Visa Platinum Credit Card
   - PB Platinum Mastercard Credit Card
   - PB Visa Commercial Card
   - PB Visa Business Card

3. The following shall not eligible for this Automatic Travel Insurance Agreement :-
   i) Cardmembers whose account(s) are terminated, suspended or cancelled within the Insured Period;
   ii) Any accounts held with Public Bank Berhad that are delinquent or unsatisfactorily conducted as determined by Public Bank Berhad at its sole and absolute discretion;
   iii) Person who are or become insane, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

SECTION 1 : DEFINITIONS

1. **Accident** shall mean a sudden, unforeseen and fortuitous event that result in the Insured Person suffering death, disablement or Bodily Injury.

2. **Activities Of Daily Living**
   as stated in this Policy shall have the following meanings:

a) Transfer	Getting in and out of a chair without requiring physical assistance.
b) Mobility	The ability to move from room to room without requiring any physical assistance.
c) Continence	The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

d) Dressing	Putting on and taking off all necessary items of clothing without requiring assistance of another person
e) Bathing/Washing	The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
f) Eating	All efforts to eat food after it is prepared.

3. **Age** based on last birthday.

4. **Airline** shall mean an airline listed in the Official Airline Guide and updated from time to time 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.

5. **Bodily Injury** shall mean 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.

6. **Card Customer** shall mean a Public Bank Cardholder with one or more Public Bank Card issued by Public Bank Berhad. For the purpose of premium calculation and payment, only the card with the highest credit limit held shall be considered as a Public Bank Card Customer.

7. **Cardholder** shall mean the holder of a valid Public Bank Platinum Visa / Mastercard or Mutual Gold - Visa Platinum or Visa Infinite or Visa Signature or World Master (whether basic, or supplementary card, if any) Visa Commercial and Visa Business issued by Public Bank Berhad and billed in Malaysia.

8. **Civil Unrest, Riot or Commotion** shall mean a gathering of citizens (organized or unorganized) to promote their views and this gathering of persons becomes violent (whether or not police and/or military respond). The gathering of persons asserting sovereign rights and operating on behalf of a sovereign state shall not be considered as civil unrest, riot or commotion. These terms do not include an individual act of violence. One can consider civil unrest as an extended and/or sporadic period of group violence within a country, province or town.

9. **Common Carrier** shall mean any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers, and any fixed-wing aircraft provided and operated by an Airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an Airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established

commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.

10. **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 insured Card account, provided both purchased tickets and 'free tickets" were issued in the names of Insured Person;
    c) Tickets offered as part of Public Bank Rewards Programs or similar programs offered by Public Bank with or without additional cost chargeable. In the event that cost is chargeable, 100% of such cost must be charged by Cardholders to their Public Bank Card account.

11. **Country of Origin** shall mean any country to which the Insured Person is granted rights of citizenship or permanent residence by the respective governmental authorities.

12. **Date of Accident** shall mean the date when the accident occurs.

13. **Family Members** shall mean the following :
    (a) the Cardholder's legally married spouse, and
    (b) all the Cardholder's legally dependent Children under the age of 23 years and who are unemployed and unmarried.

    But only in respect of Cardholders of Platinum Visa / Mastercard, Mutual Gold - Visa Platinum, Visa Infinite, Visa Signature and World Master.

14. **Full Fare** shall mean the 100% fare payable by the Cardholder on standard fare or Concessionary Fare.

15. **Immediate Family Member** shall refer to the Insured Person's spouse, child, parent, parent-in-law, grandparents, grandchild, brother, sister, niece, nephew, auntie or uncle, brother-in-law sister-in-law, residing in Insured Person's Country of Origin.

16. **Insured** shall mean Public Bank Berhad.

17. **Insurer** shall mean Lonpac Insurance Berhad

18. **Insured Person** shall mean a Cardholder or any one of his Family Members as defined herein or a fellow employee of the same company who is a Cardholder.

19. **Loss Occurrence** shall mean 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 seventy-two (72) consecutive hours and a radius of one hundred (100) miles (one hundred (100) and sixty (160) kilometers) radius, and no individual loss which occurs outside this period or area shall be included in that Loss Occurrence.

20. **Loss of Hearing** shall mean permanent irrecoverable loss of hearing where:

    If a dB = Hearing loss at 500 Hertz
    If b dB = Hearing loss at 1000 Hertz
    If c dB = Hearing loss at 2000 Hertz
    If d dB = Hearing loss at 4000 Hertz
    1/6 of (a+2b+2c+d) is above 80dB

21. **Loss of Limb** shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

22. **Loss of Sight** shall mean the entire and irrecoverable loss of sight, and which is beyond remedy by any form of medical treatment.

23. **Loss of Speech** shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

24. **Loss of Use** shall mean total functional disablement and is treated like the total loss of limb or organ in all aspects of living.

25. **Permanent** shall mean lasting a continuous period of three hundred and sixty-five days (365) days from the date of accident and at the expiry of that period being beyond any hope of improvement.

26. **Policy Schedule** shall mean the document issued together with this Policy detailing the particulars of Public Bank Berhad and the benefits under this Policy.

27. **Public Bank Card** shall mean Public Bank Platinum Visa / Mastercard, Visa Commercial, Mutual Gold - Visa Platinum, Visa Infinite, Visa Signature, World Master and Visa Business whichever the case shall be.

28. **Public Conveyance** shall mean 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.

29. **Qualified Medical Practitioner** shall mean a registered and qualified medical practitioner licensed under any applicable laws and acting within the scope of his license and training. The attending qualified medical practitioner shall not be the Insured Person, a person booked to accompany the Insured Person or a person who is an Immediate Family Member.

30. **Scheduled Flight** shall mean 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 and
    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.

31. **Serious Injury or Sickness** shall mean injury or sickness certified by a Qualified Medical Practitioner as being dangerous to life.

32. **Terrorist Act** shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.
    Terrorist Act shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

33. **Total Disablement** shall mean physical disablement commencing within three hundred and sixty-five (365) days from the Date of Accident, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more of the Activities of Daily Living as herein defined which would normally be carried out by him in his daily had such disablement not occur.

34. **Travelling Companion** shall mean any person who has made arrangements to accompany the Insured Person for the trip.

35. **Travelling Expenses** shall mean the reasonable travel (economy air fare, rail or sea transport fare) and hotel accommodation expenses incurred by an Immediate Family Member to assist in the final arrangements and to escort the Insured Person's mortal remains back to the Country of Origin.

SECTION 2 : COMMON CARRIER TRAVEL ACCIDENT

2.0 Preamble

Insurer will pay to the Insured Person up to the amount in the Schedule of Benefit described in Section 2.1, if any Insured Event described in Section 2.3 shall happen to the Insured Person whilst riding as a passenger in or on boarding or alighting from any Public Conveyance then being operated by a Common Carrier for which the Full Fare of the Insured Person has been charged by the Cardholder to their Public Bank Card account, unless otherwise provided in the Preamble.

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 motorised 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 until they reach their next destination

provided that in respect of 2.0 b(i) and b(ii), the Insured Person's Full Fare for such travel by air has been charged by the Cardholder to their Public Bank Card account.

Should such travel be part of a package 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 Public Bank Card account.

2.1 Schedule of Benefits

Subject always to Item 2.2 Limit of Liability, the benefit payable by Insurer shall be :

Insured Person	Card Type						
	World Mastercard	**Visa Infinite**	**Visa Signature**	**Mutual Gold - Visa Platinum**	**Visa / Mastercard Platinum**	**Visa Commercial**	**Visa Business**
Cardholder	500,000	500,000	500,000	500,000	500,000	1,000,000	1,000,000
Spouse	300,000	300,000	300,000	300,000	300,000	Not Applicable	Not Applicable
Children	200,000	200,000	200,000	200,000	200,000	Not Applicable	Not Applicable

2.2 Limit of Liability

Our maximum combined liability of the insurer under this Policy in respect of any one Loss Occurrence shall be RM45,000,000.

Should the aggregate amount of all claims payable from any one Loss Occurrence exceed RM45,000,000 then the amount payable in respect of each Insured Person shall be proportionally reduced.

2.3 Insured Event

Bodily Injury as the result of a covered Accident which results in the Events stated below within twelve (12) calendar months from the Date of Accident.

Compensation Table

EVENTS	**Percentage Sum Insured Described in Section 2.1**
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent total Loss of Sight of both eyes	100%
5. Permanent total Loss of Sight of one eye	100%
6. Loss of or the Permanent total Loss of Use of two limbs	100%
7. Loss of or the Permanent total Loss of Use of one limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent total Loss of Hearing in	
• both ears	75%
• one ear	25%
10. Loss of Speech	50%
11. Permanent total loss of the lens of one eye	50%
12. Loss of or the Permanent total Loss of Use of four fingers and thumb	60%

If within one year from the Date of Accident such Bodily Injury sustained by the Insured Person under Section 2 shall result in any Insured Event as specified in the above, Insurer will pay the Percentage of Sum Insured as set opposite.

When more than one Event arises from one Accident, the percentages of Sum Insured are added together but cannot exceed 100% of the Sum Insured stated in the Schedule of Benefits above.

The admission of any one benefit (Event 1 to 12 in the Compensation Table) will exhaust that particular benefit for a particular Insured Person. The Policy will continue as if that benefit had been cancelled for that Insured Person.

Total compensation payable for each Insured Person in one policy year is limited to 100% of the Sum Insured. Should this 100% limit be reached before the policy expires, then coverage for the Insured Person shall lapse at the moment the last event giving rise to the 100% Sum Insured or that difference making up the balance of the 100% Sum Insured occurs.

2.4 Exclusion

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

a) Death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
b) Nuclear reaction, nuclear radiation or radioactive contamination;
c) Civil Unrest, Riot or Commotion;
d) Terrorist Act and
e) The Insured Person:
    i) engaging in air / water / land travel except as a 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.

2.5 Claims Conditions

2.5.1. On the happening of any event likely to give rise to a claim under this Policy, the Insured Person and/or his legal representative shall as soon as is reasonably practicable, but not later than ninety (90) days after such event (unless there are extenuating circumstances), give notice thereof to and shall furnish all such particulars and evidence as may reasonable require and shall take all practicable steps towards minimizing the loss or damage.

2.5.2. All information, evidence and proofs required by Insurer or the designated representative shall be furnished at the expense of the Insured Person and/or his legal representative and shall be in such form and manner prescribed by Insurer. The Insured Person and/or his legal representative shall do all such acts and things as Insurer or the designated representative shall reasonably require.

2.5.3. The Insured Person and/or his legal representative 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 Public Bank 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) post mortem report/medical report(s) as may be required Insurer and
f) other documents that may be required by Insurer.

2.5.4. Indemnity for loss of life will be payable to the estate of the Insured Person. All other indemnities for any other class of injury will be payable to the Insured Person.

If any indemnity of this policy shall be payable to the estate of the Insured Person or to a Insured Person who is a minor or otherwise not competent to give a valid release, Insurer may pay such indemnity to his trustee. Any payment made by Insurer in good faith pursuant to this provision shall fully discharge Insurer to the extent of such payment.

2.5.5. 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 duly Qualified Medical Practitioner and Insurer 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.

SECTION 3 : TRAVEL INCONVENIENCE INSURANCE

3.0 Preamble

Insurer shall indemnify the Insured Person up to the amount stated in the Schedule of Benefits described in Section 3.1 if any Insured Event described in Section 3.2 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 Public Bank Card account, unless otherwise provided in the preamble.

Should such travel be part of a package 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 Public Bank Card account.

3.1 Schedule of Benefits

Benefit	Flight Delay / Missed Flight Connection		Baggage Delay		Baggage loss	
Insured Person	**Cardholder (RM)**	**Spouse and Children (RM)**	**Cardholder (RM)**	**Spouse and Children (RM)**	**Cardholder (RM)**	**Spouse and Children (RM)**
World Mastercard	400	400	400	400	1,000	500
Visa Infinite	400	400	400	400	1,000	500
Visa Signature	400	400	400	400	1,000	500
Mutual Gold - Visa Platinum	400	400	400	400	1,000	500
Visa / Mastercard Platinum	400	400	400	400	1,000	500
Visa Commercial	500	Not Applicable	500	Not Applicable	1,500	Not Applicable
Visa Business	500	Not Applicable	500	Not Applicable	1,500	Not Applicable

3.2 Insured Events

3.2.1 Flight Delay

Insurer shall pay reasonable costs incurred for: -

a) meals, refreshments, hotel accommodation, travel expenses incurred to and from between the airport and the hotel, telephone calls and

b) essential clothing and requisites if the Insured Person's baggage has been checked-in.

if the confirmed departure of the Insured Person's Scheduled Flight is delayed in excess of four (4) hours or is cancelled or the Insured Person is denied boarding due to overbooking, provided that no alternative transportation is made available within four (4) hours of the scheduled departure of such flight.

3.2.2 Missed Flight Connection

Insurer shall pay reasonable costs incurred for: -

a) meals, refreshments, hotel accommodation, travel expenses incurred to and fro between the airport and the hotel, telephone calls and;

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 four (4) hours of the actual arrival time of their incoming flight.

3.2.3 Baggage Delay

Insurer shall pay reasonable costs incurred for the purchase of essential clothing and requisites if the Insured Person's accompanied checked-in baggage is delayed in excess of six (6) hours following the scheduled arrival at the airport of destination.

3.2.4 Baggage Loss

Insurer shall pay reasonable costs incurred for emergency purchases of essential clothing and requisites in addition to those payable under item 3.2.3 if:

a) the Insured Person's accompanied baggage is lost or

b) the Insured Person's accompanied checked-in baggage is not delivered to him within twenty-four (24) hours of his arrival at the scheduled destination point of his flight.

provided always that such checked-in baggage was checked-in by an authorised official of the transport operator with whom the Insured Person was traveling.

3.3 Exclusions

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

a) death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
b) nuclear reaction, nuclear radiation or radioactive contamination;
c) Civil Unrest, Riot or Commotion;
d) Terrorist Act;
e) the Insured Person:
   ii) engaging in air / water / land travel except as a passenger;
   iii) engaging in a criminal act.

f) failure of the Insured Person to take reasonable and necessary measures to save or recover lost baggage;
g) failure of the Insured Person to notify airport/Airline authorities of missing baggage at the destination point and obtain a property irregularity report and
h) abandonment of baggage to the Airline or any other party.

3.4 Claims Conditions

3.4.1 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 ninety (90) days after such event (unless there are extenuating circumstances), give notice thereof to and shall furnish all such particulars and evidence as may reasonable require and shall take all practicable steps towards minimizing the loss or damage.

3.4.2 All information, evidence and proofs required by Insurer or the designated representative shall be furnished at the expense of the Insured Person and shall be in such form and manner prescribed by Insurer or the designated representative. The Insured Person shall do all such acts and things as Insurer or the designated representative shall reasonably require.

3.4.3 The Insured Person shall complete a claim form and submit it together with the following documents:

a) Photocopy of charge form verifying that relevant air ticket was charged to a Public Bank 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) In respect of missed flight connection, flight delay or denied boarding, a written confirmation from the Airline indicating the duration of delay and the reason(s) for it;
f) In respect of delayed or lost luggage, photocopy of boarding pass with the checked-in baggage tag, a signed and dated copy of the Property Irregularity Report obtained from the Airline;
g) Original receipts relating to the expenses incurred and details on quantities and description of items purchased;
h) Letter from the Airline indicating amount of compensation paid, if any and
i) Other documents that may be required by Insurer.

Benefits payable under the Policy for valid claims will be credited to the Insured Person's Public Bank Card account.

SECTION 4 : TRIP CANCELLATION

4.0 Preamble

Insurer shall indemnify the Insured Person up to the amount stated in the Schedule of Benefits described in Section 4.1, if any Insured Event described in Section 4.3 shall happen, provided that the Full Fare of the Insured Person for travelling as a fare-paying passenger in a Scheduled Flight has been charged by the Cardholder to their Public Bank Card account, unless otherwise provided in the Preamble.

Should such travel be part of a package 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 Public Bank Card account.

4.1 Schedule of Benefits

Subject always to Item 4.2 Limit of Liability, the Benefit payable by Insurer shall be:

Benefit	**Trip Cancellation**	
Insured Person	**Cardholder (RM)**	**Spouse and Children (RM)**
World Mastercard	400	800
Visa Infinite	400	800
Visa Signature	400	800
Mutual Gold - Visa Platinum	400	800
Visa / Mastercard Platinum	400	800
Visa Commercial	500	Not Applicable
Visa Business	500	Not Applicable

4.2 Limit of Liability

Our maximum limit of liability of Insurer under this policy is RM 1,000,000 any one policy period.

4.3 Insured Event

Trip is cancelled before the commencement of the trip due to:

a) Death of the Insured Person, Insured Person's Immediate Family Member or Insured Person's Travelling Companion.
b) The Insured Person, Insured Person's Immediate Family Member or Insured Person's Travelling Companion being confined to a hospital arising from Serious Injury or Sickness.
c) The Insured Person's or Insured Person's Travelling Companion's home being rendered uninhabitable following fire, storm or flood.

Provided such travel expenses have been charged to the Insured Person's Public Bank Card account. The travel expenses shall include the Scheduled Flight's fare, cost of hotel accommodation or local transportation.

4.4 Exclusions

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

a) Failure to take immediate steps to inform Your travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel the travel arrangements;
b) Intentional self-injury or suicide (whether felonious or not), or any attempt thereat, whether sane or insane;
c) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an accident;
d) Pre-existing condition;
e) Replacing medication in use at the time the trip began of the Insured Person or Insured Person's Travelling Companion;
f) Maintaining a course of treatment that the Insured Person or Insured Person's Travelling Companion were on at the time the trip began;
g) Suffering from anxiety or depression, mental or nervous disorder or insanity;
h) Medical treatment of an elective nature;
i) Death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
j) Nuclear reaction, nuclear radiation or radioactive contamination and
k) Terrorist Act.

Any travel expenses that are not charged to the Insured Person's Public Bank Card Account and/or fully or partly refundable by the travel agent or tour operator or provider of transport or accommodation.

4.5 Claims Conditions

4.5.1 On the happening of any event likely to give rise to a claim under this Policy, the Insured Person and/or his legal representative shall as soon as is reasonably practicable, but not later than ninety (90) days after such event (unless there are extenuating circumstances), give notice thereof to and shall furnish all such particulars and evidence may reasonable require and shall take all practicable steps towards minimizing the loss or damage.

4.5.2 All information, evidence and proofs required by Insurer or the designated representative shall be furnished at the expense of the Insured Person and/or his legal representative and shall be in such form and manner prescribed by Insurer or the designated representative. The Insured Person and/or his legal representative shall do all such acts and things as Insurer or the designated representative shall reasonably require.

4.5.3 The Insured Person and/or his legal representative shall complete a claim form and submit it together with the following documents:

a) Photocopy of charge form verifying that relevant travel expenses were charged to the Public Bank Card account;
b) Photocopy of Airline or travel agents receipts for travel expenses;
c) The original air ticket and
d) Other documents that may be required by Insurer.

Benefits payable under the Policy for valid claims will be credited to the Insured Person's Public Bank Card account.

SECTION 5 : REPATRIATION AND TRAVELLING EXPENSES

5.0 Preamble

Insurer will pay to the Insured Person and/or his legal representative the amount in the Schedule of Benefit described in Section 5.1 if any Insured Event described in Section 5.3 shall happen to the Insured Person whilst riding as a passenger in or on boarding or alighting from any Public Conveyance then being operated by a Common Carrier for which the Full Fare of the Insured Person has been charged by the Cardholder to their Public Bank Card account, unless otherwise provided in the Preamble.

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 motorised 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 until they reach their next destination

Provided that in respect of 5.0 b(i) and b(ii), the Insured Person's Full Fare for such travel by air has been charged by the Cardholder to their Public Bank Card account.

Should such travel be part of a package 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 Public Bank Card account.

5.1 Schedule of Benefits

Subject always to item 5.2 limit of liability, the benefit payable by Insurer shall be:

Benefit	**Repatriation**		**Travelling Expenses**	
Insured Person	**Cardholder (RM)**	**Spouse and Children (RM)**	**Cardholder (RM)**	**Spouse and Children (RM)**
World Mastercard	2,500	2,000	2,500	
Visa Infinite	2,500	2,000	2,500	
Visa Signature	2,500	2,000	2,500	
Mutual Gold - Visa Platinum	2,500	2,000	2,500	
Visa / Mastercard Platinum	2,500	2,000	2,500	
Visa Commercial	3,000	Not Applicable	3,000	Not Applicable
Visa Business	3,000	Not Applicable	3,000	Not Applicable

5.2 Limit of Liability

Our maximum limit of liability of Insurer under this Section is RM 5,000,000 any one policy period.

5.3 Insurance Event

Bodily injury resulting solely and directly and independently of any other cause in death.

5.4 Exclusions

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

a) Death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;

b) Nuclear reaction, nuclear radiation or radioactive contamination;

c) Civil Unrest, Riot or Commotion;

d) Terrorist Act and

e) The Insured Person :

   i) engaging in air / water / land travel except as a 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.

5.5 Claims Conditions

5.5.1 On the happening of any event likely to give rise to a claim under this Policy, the Insured Person and/or his legal representative shall as soon as is reasonably practicable, but not later than ninety (90) days after such event (unless there are extenuating circumstances), give notice thereof to and shall furnish all such particulars and evidence as may reasonable require and shall take all practicable steps towards minimizing the loss or damage.

5.5.2 All information, evidence and proofs required by Insurer or the designated representative shall be furnished at the expense of the Insured Person and/or his legal representative and shall be in such form and manner prescribed by Insurer. The Insured Person and/or his legal representative shall do all such acts and things as Insurer or the designated representative shall reasonably require.

5.5.3 The Insured Person and/or his legal representative 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 public bank 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) post mortem report/medical report(s) as may be required by Insurer and

f) other documents that may be required by Insurer.

SPECIAL CONDITIONS

1. **Geographical Limits**
   The insurance afforded under this Policy shall apply anywhere in the world unless otherwise amended or endorsed.

2. **Automatic Termination**
   The insurance cover provided for any individual Public Bank Cardholder and/or his Family Members will terminate as of the date he ceases to be an eligible Cardholder or the date of termination of this Policy whichever is earlier.

3. **Duty of Care**
   The Insured Person shall take all reasonable precautions 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.

GENERAL CONDITIONS

1. Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.

2. All literatures issued or intending to be issued by Public Bank Berhad that applies either wholly or in part of this agreement must have Insurer's approval prior to release to Cardholder, the terms and conditions of this Policy shall override and be paramount over any other agreement made between Public Bank Berhad and the Cardholder.

3. All amounts herein are expressed in Malaysian Ringgit.

4. 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 Public Bank Berhad and/or Insured Person shall be conditions precedent to Insurer any liability to make any payment under this Policy.

5. Insurer shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the policy and the receipt of the Insured Person for any compensation payable herein shall in all cases be effectual discharge of Insurer liability.

6. No sum payable under this Policy shall carry interest under any circumstances.

7. Arbitration

   a) Any dispute, difference or question which may arise at any time hereafter between Insurer and Public Bank Berhad and/or Insured Person or his legal representatives in relation to the true construction of the policy or the rights or liabilities of parties hereto shall be referred to arbitration and Malaysian law shall apply thereto;

   b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the arbitration act of the Malaysian or any statutory modification or reenactment thereof for the time being in force.

   If Insurer shall disclaim liability to the claimant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recovered hereunder.

8. This Policy shall be construed according to and governed by the laws of Malaysia.

9. Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render this Policy for Public Bank Berhad and /or respective Insured Person and as the case may be, null and void and benefit due hereunder shall be or become forfeited.

10. **DUTY OF DISCLOSURE**

Consumer / Cardholder Insurance Contracts

Where You have applied for this Insurance wholly for yourself/family/dependants, You have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of our contract of Insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You are also required to disclose any other matter that You know to be relevant to Lonpac Insurance Berhad decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Lonpac Insurance Berhad immediately if at any time after Your contract of Insurance has been entered into, varied or renewed with Us any of the information

given in the Proposal Form (or when You applied for this Insurance) is inaccurate or has changed.

Non-Consumer / Cardholder Insurance Contracts

Where You have applied for this Insurance for the purpose of providing insurance benefits to Your employees and their family/dependants, You have a duty to disclose any matter that You know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of Insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Insurance.

You also have a duty to tell Lonpac Insurance Berhad immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Lonpac Insurance Berhad any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

MEMORANDUM

It is hereby declared and agreed that one Visa Commercial card are not to be used for travel arrangements of more than one employee.

GENERAL EXCLUSION

1. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA3100)
   No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

2. COMMUNICABLE DISEASE EXCLUSION (LMA 5399)
   a) Notwithstanding any provision to the contrary with this insurance agreement, this reinsurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

b) As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

3. INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (LMA 5500)
   a) This insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International concern (PHEIC) by the World Health organization (WHO).
   b) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
   c) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
   d) Infectious or contagious disease means any disease capable of being transmitted from a infected person, animal or species to another person, animal or species by any means.

4. CYBER LOSS ABSOLUTE EXCLUSION CLAUSE (IUA 09-081)
   a) Notwithstanding any provision to the contrary within this contract, this Policy excludes any Cyber Loss.
   b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
      i) the use or operation of any Computer System or Computer Network;
      ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
      iii) access to, processing, transmission, storage or use of any Data;
      iv) inability to access, process, transmit, store or use any Data;
      v) any threat of or any hoax relating to i) to iv) above;
      vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
   c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by Public Bank Berhad or any other party. This includes any similar system and any

associated input, output or data storage device or system, networking equipment or back up facility.

d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

e) Data means information used, accessed, processed, transmitted or stored by a Computer System.

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