

**BERJAYA SOMPO AIR FLIGHT TRAVEL PA INSURANCE TERMS & CONDITIONS**
**Important Notice**

This Insurance for the Cardholders is gratuitous for the benefit of the CIMB Cardholders and shall not in any way be treated as creating any legal relationship between CIMB Bank Berhad (the Policyholder) and the Cardholders. In no event shall the Policyholder be under any liability of any kind whatsoever or howsoever arising. Further, the Policyholder shall in no event be under any liability by reason of anything done or omitted to be done by the Policyholder or any of its employees, servants or agents in connection with or relating to the Master Policy, and the Policyholder does not accept any responsibility for nor give any warranty whatsoever as to the validity of the Master Policy or in connection with the rights of the insured person or any person thereunder. Every Cardholder shall be deemed to have accepted the contents of the Master Policy and be deemed bound thereby.

Any claimant shall observe the contents of the Master Policy in order not to prejudice any claim under it. No claimant shall have any right of recourse or action against the Policyholder.

This Insurance is for the benefit of CIMB Bank Cardholders (the Insured Person) under a Master Policy issued by Berjaya Sampo Insurance Berhad ("Berjaya Sampo") to CIMB Bank Berhad (the Policyholder). If you have any queries regarding this insurance terms and conditions, please contact Berjaya Sampo directly at:

Berjaya Sampo Insurance Berhad  
Customer Service  
Level 36, Menara Bangkok Bank  
105, Jalan Ampang  
50450 Kuala Lumpur  
(Tel : 1-800-889-933 Fax : 03-2170 4800)  
Call Centre hours: 8.30am to 5pm  
Monday –Friday (except Public Holidays)

This brochure is an extract of and subject to the contents of the Master Policy. Any change, amendment or endorsement (including cancellation) of the Master Policy shall be binding on the Cardholder after twenty-one (21) calendar days prior notice is given by Berjaya Sampo.

**Definitions of Words**

For the purpose of this Policy:

1. **Insured Person** shall mean:
  - 1.1 Under Sections I, II & III - the **Cardholder** or any one of his **Family Members** as defined herein.
  - 1.2 **Cardholder** shall mean:
    - the holder of a valid, active and unexpired **Card** issued by **The Policyholder** in Malaysia who has not attained the age of seventy-five (75) years;
    - the holder of any of the following card types:
      - i. CIMB Platinum Credit Card
      - ii. CIMB Petronas Platinum Credit Card
      - iii. CIMB Enrich Platinum Credit Card
      - iv. CIMB Visa Signature Credit Card
      - v. CIMB World Mastercard Credit Card
      - vi. CIMB Enrich World Credit Card
      - vii. CIMB Visa Infinite Credit Card
      - viii. CIMB Preferred Visa Infinite Credit Card
      - ix. CIMB Visa Infinite-I Credit Card
      - x. **CIMB Cash Rebate Platinum Credit Card**
      - xi. **CIMB e Credit Card**

- and who at the time of a covered claim or loss is still a bona fide **Cardholder** and the Card Account is billed from Malaysia.
- a Cardholder for the purposes of this Policy shall exclude a **Delinquent Cardholder**.
- **Delinquent Cardholders** shall mean Cardholders who have not made any payment for their credit card purchases in the last 1 month from the due date as stated in the statement issued by the Policyholder.
- **Inactive Cardholders** shall mean Cardholders who have not made any purchases with their credit card(s) issued by the Policyholder for a period of at least six (6) consecutive months prior to the date of claim.

1.3 **Family Members** shall mean the following:

- (a) the **Cardholder's legally married spouse** who has not been legally separated or divorced from the Cardholder and who has not attained the age of seventy-five (75) years, and
- (b) all the **Cardholder's legally dependent children** who have attained the age of one (1) month but have not attained the age of twenty-five (25) years and are unemployed and unmarried, provided that all such members are residing in the same household and in the same **Country of Residence** as the **Cardholder** but this condition is not intended to exclude studying full time or part time.

2. **Card Transaction** shall mean the use of the **Card by the Cardholder** to purchase a flight ticket in Malaysia.

3. **COVID 19** shall mean:  
An infectious disease caused by severe acute respiratory syndrome coronavirus 2 ( **SARS-CoV-2**).

4. **Fully Vaccinated** shall mean:  
The administration of complete doses of the COVID-19 vaccine(s) as recommended, prescribed and approved by the Ministry of Health, Malaysia (MOH) or World Health Organisation (WHO) on the date the **Insured Person** make the **Card Transaction**, provided that the **Insured Person** must have received the last dose of the said **COVID-19** vaccine for at least 14 days prior to the **Trip**.

5. **Immediate Family Members** shall mean the **Insured Person's** spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law and legally adopted Child or sibling who are residing in the **Country of Residence**.

6. **Hotel** shall mean:  
Any hotel, motel, boarding house, guest house, rest house, rented mobile/motor home chalet or any public houses for which payment is made in order to attain lodging (excluding hospital or clinic).

7. **Scheduled Flight** shall mean a flight in an airworthy aircraft where the airline is listed in the official Airline Guide or ABC World Airways Guide and the air **Carrier** holds a certificate, licence or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is operated and registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

Such **Scheduled Flight** is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time.

Departure times, transfers and destination points shall be established by reference to the **Insured Person's** Scheduled Flight ticket.

8. **Overseas Travel** shall mean travel for leisure or business purposes to any destination outside of Malaysia and Country of Residence.
9. **Public Conveyance** shall mean any land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers and shall include **Scheduled Flights** as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.
10. **Abroad** shall mean Any country include Malaysia or Country of Residence.

## SECTION I - DEATH AND PERMANENT DISABLEMENT

### Operation of Insurance Coverage

The contingencies against which insurance is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the **Insured Person** between the point of departure and the destination on or after the date of the ticket purchase; provided the full and total fare for such travel has been fully charged in advance under merchant category code (MCC) 3000 to 3299 (Airlines), 4511 (Air Carrier, Airlines) or 4722 (Travel Agencies and Tour Operators – on OctoTravel Website and/or Mobile Application only) to a card maintained by the **Cardholder** with the Policyholder under the circumstances specified as follows:

- 1.1 while riding as a fare-paying passenger and not as a pilot or crew member, in or boarding or alighting from a scheduled **Carrier** aircraft or being struck by a **Public Conveyance**.
- 1.2 while riding as a fare-paying passenger in a **Public Conveyance**, but only
  - (a) on a direct undeviated journey to the airport for the purpose of boarding a **Scheduled Flight**; or
  - (b) when at the airport terminal itself; or
  - (c) when leaving an airport after alighting from such **Scheduled Flight** until they reach their final destination.

For the avoidance of doubt, tickets purchased from air travel agencies and tour operators which are not from OctoTravel are EXCLUDED from the insurance coverage.

### Schedule of Benefits

- (A) Flight and Travel Accident Cover  
In the event the **Insured Person** suffers bodily injury as defined, Berjaya Sompo shall pay compensation as follows:

#### CIMB

Bodily injury resulting solely and independently of any other cause in

World / Infinite / Signature / Platinum/ e Credit Card	(RM) Capital Sum
Loss of life	1,000,000
Loss of both hands or both feet	1,000,000
Loss of one hand and one foot	1,000,000
Loss of entire sight of both eyes	1,000,000

Loss of entire sight of one eye and one hand or one foot	1,000,000
Loss of one hand or one foot	500,000
Loss of entire sight of one eye	500,000

Notes: The maximum for all losses paid to any one **Insured Person** is limited up to 100% of the benefit amount as specified under the Schedule of Benefit.

In respect of the **Cardholder's legally dependent children**, the amount of benefit payable is limited up to 10% of the payable benefit amount for dependent children below the age of eighteen (18) years. Legally dependent children aged between nineteen (19) to twenty-five (25) years old, shall be entitled for full amount of benefit.

In no event will duplicate or multiple cards issued by the Policyholder to the same **Insured Person** obligate Berjaya Sompo to pay to the said **Insured Person** in excess of the limits stated in the Schedule of Benefits for any claim as a result of any one **Accident** covered by this Section.

### Exposure and Disappearance

When by reason of an **Accident** covered by this Policy, the **Insured Person** is unavoidably exposed to the natural elements and as a result of such exposure, suffers a loss for which benefit is otherwise payable hereunder, such loss shall be covered under the terms of this Policy.

If the body of the **Insured Person** has not been found within one (1) year of the disappearance, sinking or wrecking of the Carrier in which the **Insured Person** was travelling in at the time of the **Accident**, it will be presumed subject to the terms of this Policy, that the **Insured Person** suffered loss of life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.

The death of the **Insured Person** shall be established by an Official Death Certificate, or in the case of a disappearance following an **Accident** or the total loss of a Carrier by a Court presuming the death.

If at any time after payment has been made by Berjaya Sompo for such claim, the **Insured Person** is found to be living, the **Insured Person** shall make full refund to Berjaya Sompo.

#### Accumulation Limit

**Berjaya Sompo's** maximum aggregate liability shall be **RM15,000,000** for any one **Accident**. In the event that an **Accident** involves more than one **Insured Person** and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.

## SECTION II - TRAVEL INCONVENIENCE BENEFIT

### Operation of Insurance Coverage

1. The insurance coverage for the **Insured Person** shall operate only when he is taking a trip during the Period of Insurance on a **Scheduled Flight** as a fare-paying passenger and when the entire air fare for travel on such **Scheduled Flight** has been fully charged in advance under merchant category code (MCC) 3000 to 3299 (Airlines), 4511 (Air Carrier, Airlines) or 4722 (Travel Agencies and Tour Operators – on OctoTravel Website and/or Mobile Application only) to a card maintained by the **Cardholder** with the **Policyholder**. For the avoidance of doubt, tickets purchased from air travel agencies and tour operators which are not from OctoTravel are EXCLUDED from the insurance coverage.
2. For **loss of deposit or cancellation**, the coverage is effective from the **Card Transaction** date and terminates on the departure time of the **Schedule Flight** time from **Country of Residence**.

3. **Schedule of Benefits**

3.1 **Flight Delay**

If the **Insured Person's** confirmed **Scheduled Flight** is delayed and no alternative onward transportation is made available to the **Insured Person** more than four (4) hours of the actual departure time of the **Scheduled Flight**, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the **Schedule of Benefits** provided that the **Insured Person** had been at the airport at the time of such flight delay.

**CIMB**

World / Infinite / Signature / Platinum / e Credit Card
Up to RM1,000
Limit per family RM2,000

3.2 **Missed Flight Connection**

If the **Insured Person's** confirmed onward connecting **Scheduled Flight** is missed at the transfer point due to the late arrival of the **Insured Person's** incoming confirmed connecting **Scheduled Flight** and no alternative onward transportation is made available to the **Insured Person** more than four (4) hours of the actual arrival time of his incoming flight, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals or refreshments, up to a maximum limit as specified in the **Schedule of Benefits** provided that the **Insured Person** shall be at the airport at the time of such missed flight connection.

**CIMB**

World / Infinite/ Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

3.3 **Missed Flight Departure**

If the **Insured Person's** **Scheduled Flight** is missed as a result of mechanical breakdown of **Public Conveyance** which fails to get the **Insured Person** to the departure port or airport as stated in the **Insured Person's** ticket, **Berjaya Sompo** will indemnify actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals and refreshments, up to a maximum limit as specified in the **Schedule of Benefits**, provided that the **Insured Person** must obtain confirmation of the mechanical breakdown in writing by the operator(s) of the **Public Conveyance** or their handling agents(s).

**CIMB**

World / Infinite/ Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

3.4 **Accompanied Flight Luggage Delay**

If the **Insured Person's** accompanied check-in flight luggage is not delivered to him more than six (6) hours of the **Insured Person's** actual arrival at the **Abroad** scheduled destination point of his **Scheduled Flight**, **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred at such **Abroad** scheduled destination for emergency purchase of essential clothing and toiletries up to a maximum limit as specified in the **Schedule of Benefits**, provided that such flight luggage had been checked in by an authorised official of the air **Carrier** with which the **Insured Person** was travelling at the time of the occurrence.

**CIMB**

World / Infinite / Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

3.5 **Accompanied Flight Luggage Loss**

If the **Insured Person's** accompanied check-in flight luggage is not delivered to him more than forty-eight (48) hours of the **Insured Person's** actual arrival at the **Abroad** scheduled destination point of his **Scheduled Flight**, such luggage will be presumed to be permanently lost and **Berjaya Sompo** will indemnify the actual additional expenses necessarily and reasonably incurred within four (4) days at such Scheduled destination for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the **Schedule of Benefits**, provided that the luggage presumed lost had been checked in by an authorised official of the air **Carrier** with which the **Insured Person** was traveling at the time of the occurrence.

**CIMB**

World / Infinite/ Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

**Limit of Liability**

- (a) **Berjaya Sompo's** maximum aggregate liability shall be RM15,000,000 for any one **Accident**. In the event that an **Accident** involves more than one **Insured Person** and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.
- (b) An **Insured Person** can only make one claim either for Flight Luggage Delay or Flight Luggage Loss.

**3.6 Loss of Deposit or Cancellation**

**Berjaya Sompo** will reimburse the **Insured Person** for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the **Insured Person's** Trip with the **Insured Person's** Card Account in the event of necessary and unavoidable cancellation as a result of the **Insured Person** diagnosed and tested positive for **COVID-19** within 30 days prior to the **Insured Person's** scheduled departure date from **Country of Residence**.

**CIMB**

World / Infinite/ Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

### SECTION III - OTHER BENEFITS

#### Operation of Insurance Coverage

1. The insurance coverage for the **Insured Person** shall operate only when he is taking a trip during the Period of Insurance on a **Scheduled Flight** as a fare-paying passenger and when the entire air fare for travel on such **Scheduled Flight** has been fully charged in advance under merchant category code (MCC) 3000 to 3299 (Airlines), 4511 (Air Carrier, Airlines) or 4722 (Travel Agencies and Tour Operators – on OctoTravel Website and/or Mobile Application only) to a card maintained by the **Cardholder** with the **Policyholder** under circumstances specified as follows:

- 1.1 when the **Insured Person** reaching at the **Abroad** destination; and
- 1.2 before the point of departure of the **Insured Person** to the **Country of Residence**.

For the avoidance of doubt, tickets purchased from air travel agencies and tour operators which are not from OctoTravel are EXCLUDED from the insurance coverage.

#### 2. Schedule of Benefits

##### 2.1 Car Rental Excess

If the **Insured Person's** (whilst **Abroad**) is liable to pay any excess or deductible under a car rental agreement as a result of loss or damage to the rented car arising from an Accident, **Berjaya Sompo** will indemnify up to a maximum limit as specified in the **Schedule of Benefits** provided that:

- 2.1.1 The car must be rented from a licensed rental agency;
- 2.1.2 the **Insured Person** must take a comprehensive motor insurance against any loss or damage to the rented car during the rental period; and
- 2.1.3 the **Insured Person** must be either a named driver or co-driver of the rental vehicle.

**Berjaya Sompo** will not indemnify for loss or damage that is not due to an **Accident** involving the rented car.

#### CIMB

World / Infinite / Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM1,000

##### 2.2 Child Care

If the **Insured Person** sustain an **Injury** or serious illness during the trip, **Berjaya Sompo** will indemnify **Hotel** accommodation, communication, round trip economy class air ticket, travel expenses, restaurant meals and refreshments and any additional expenses necessarily and reasonably incurred by one **Immediate Family Member** up to the limit stated in the **Schedule of Benefits** to take care and/or accompany the **Insured Person's** minor

children, below eighteen (18) years, back to the **Country of Residence** provided that:

- 2.2.1 The **Insured Person** is admitted as an in-patient in an **Abroad** hospital and such admission is medically necessary; and
- 2.2.2 the **Insured Person's** minor children is left unattended as a result of the **Insured Person's** hospitalisation.

#### CIMB

World / Infinite / Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

##### 2.3 Loss of Personal Money and Documents

If the **Insured Person's** money and travel documents is loss arising out of robbery, burglary or theft whilst **Abroad**, **Berjaya Sompo** will indemnify actual additional expenses necessarily and reasonably incurred for the purpose of obtaining replacement passports, travel tickets and any other travel documents up to a maximum limit as specified in the **Schedule of Benefits**, provided that money must be kept with the **Insured Person** except when in a **Hotel** safe. Such losses must be reported to the local police at the place of loss within twenty four (24) hours after the incident and a police report detailing the circumstances and list of items lost must be obtained to substantiate the claim.

#### CIMB

World / Infinite / Signature / Platinum/ e Credit Card
Up to RM1,000
Limit per family RM2,000

##### 2.4 Overseas Hospitalisation Allowance

In the event the **Insured Person** is hospitalised whilst on **Overseas Travel** due to **COVID-19**, **Berjaya Sompo** will pay RM500 to the **Insured Person** subject to a minimum period of hospitalisation of seventy-two (72) hours from the time of admittance into hospital. This benefit is only payable once per **Period of Insurance** for each **Cardholder**.

#### CIMB

World / Infinite / Signature / Platinum/ e Credit Card
Per Period of Insurance RM500

#### General Exclusions (which apply to the whole Policy)

This Policy does not cover any claim relating to injury, illness, death, damage to property, loss, liability, costs and/or expenses of any nature whatsoever suffered or incurred directly or indirectly and caused by or contributed to, or arising from the following regardless of any other cause or event contributing concurrently or in any other sequence to the subject matter of the claim:

1. (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; or

- (ii) any act of terrorism including but not limited to:
  - a. the use or threat of force, violence and/or
  - b. 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
- (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

If **Berjaya Sompo** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the **Insured Person**.

2. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused;
3. riot or civil commotion, lockout or threat of such event.
4. (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and/or
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
5. while committing or attempting to commit any unlawful act;
6. If **Insured Person** are disqualified by any order from any court of law or prohibited from renting and/or driving by reason of any law;
7. any consequential loss unless specified in this Policy;
8. any loss due to currency exchanges of any and every description;
9. any payment that the **Insured Person** would normally have made during his travel, if nothing had gone wrong;
10. travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and **Scheduled Flight** passenger carrying aircraft);
11. suicide, self-injury or wilful exposure to peril (other than in an attempt to save a human life);
12. the **Insured Person** being affected by drugs unless the drugs are taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction);
13. solvent abuse;
14. under the influence of alcohol or intoxicating liquor;
15. pregnancy, childbirth or pre-existing physical or mental defect or infirmity;

16. injury received while serving as operator or crew member or pilot of any conveyance or trade, technical or sporting activity in connection with an aircraft;
17. any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the **Insured Person's** own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
18. (i) permanent or temporary dispossession of luggage resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority; and/or
- (ii) the destruction of property by order of any public authority;
19. pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed; and/or
20. insolvency of airline operator, ticketing agents and travel agents.

In any action, suit or other proceeding where **Berjaya Sompo** 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 Person**.

#### Exclusions Applicable to Section II & III:

1. **Section II & III** under this Policy does not cover any loss or expenses directly or indirectly caused by or resulting from any one or more of the following:-
  - 1.1 delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official;
  - 1.2 delay caused by **Carriers** or re-scheduling in **Country of Residence** or the delayed departure at any point in or outside the Country of Residence during the journey if **Insured Person** chooses to abandon the **Trip**;
  - 1.3 failure of the **Insured Person** to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a Property Irregularity Report;
  - 1.4 failure to obtain the required passport, visa and/or any other travel documents;
  - 1.5 failure of the **Insured Person** to take reasonable measures to protect, save or recover lost luggage;
  - 1.6 failure to check in at the airport, station or port according to the travel itinerary given to **Insured Person**;
  - 1.7 any purchases made after collection of the delayed flight luggage by the Carrier under Section II, Clause 2.3; and/or
  - 1.8 loss or delay for which **Insured Person** has received replacement or compensation from the **Carrier** or any other party;
  - 1.9 Loss or theft of property left unattended in a public place or in an unattended vehicle or as a result of the **Insured Person's** failure to take due care and precaution for the safeguard and security of such property;



- 1.10 Losses not reported to the police within twenty-four (24) hours and report not obtained at the place of loss; and/or
- 1.11 Loss or damages arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.
- 1.12 loss of deposit or cancellation if the **Card Transaction** date is less than fourteen (14) days before commencement of the **Insured Person's Trip**.
- 1.13 loss of deposit or cancellation due to a positive **COVID-19** diagnosis within fourteen (14) days prior to the **Card Transaction** date.
- 1.14 the loss due to COVID-19, if the **Insured Person** is not **fully vaccinated**.
- 1.15 if the loss are already recovered from the **Hotel** and/or common carrier, their booking agent, travel agent or other compensation scheme.
- 1.16 rescheduled or cancelled **Scheduled Flight** which was notified to the **Insured Person** at least twenty-four (24) hours before the departure time.
- 1.17 for loss of deposit or cancellation, if the **Insured Person's** cancel the **Insured Person's Trip** solely due to epidemic or pandemic-related travel advisories, including but not limited to border closures, quarantine orders, government orders issued by governments or the World Health Organization for the destination country or home country.
- 1.18 for loss of deposit or cancellation, due to Government regulation or Act, delay or amendment of the booked Trip (including due to error, omission or default) by the provider of any service forming part of the booked Trip, the **Travel Agent** or tour operator through whom the Trip was booked.
- 1.19 for loss of deposit or cancellation, due to Bankruptcy, insolvency, liquidation or default of travel agencies or common carrier.
- 1.20 due to the **Insured Person's** disinclination to travel.
- 1.21 on additional expenses incurred if any part of the **Insured Person's Trip** is deferred or postponed.
- 1.22 due to **Infectious Disease** excluding **COVID-19**, which is declared or notified as an epidemic by the applicable health authority in the covered destination or a pandemic by the WHO until such declaration or notification is lifted by the WHO or the applicable health authority in the covered destination.

within thirty (30) days after the occurrence of any loss covered by this Policy or as soon as reasonably possible thereafter. Written notice given by or on behalf of the Insured Person to Berjaya Sampo with the information sufficient to identify the Insured Person, shall be deemed notice to Berjaya Sampo.

## 2. Condition Precedent

The payment of claims under this Policy is dependent upon observance of its terms and conditions by the Insured Person and/or the Policyholder, in as far as they apply to the Insured Person and/or Policyholder.

## 3. Document

All certificates, information and evidence shall be provided at the **Insured Person's** expense or at the expense of any other claimant in the form and nature required. In the event of death of the **Insured Person**, **Berjaya Sampo** shall require sight of the death certificate and may require a post mortem examination at Berjaya Sampo's expense.

Where Berjaya Sampo has furnished the claimant with the form for filing proof of loss within thirty (30) days of the claimant's notice, written proof of loss shall be furnished to **Berjaya Sampo** within ninety (90) days from the date of loss. Failure to furnish such proof shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished at the expense of the claimant and shall be in such form and of such nature as the **Berjaya Sampo** may prescribe.

The following information/proof of claim shall be provided:

- (a) Copy of Identity Card/Passport of **Insured Person**;
- (b) Copy of Credit Card of **Insured Person**;
- (c) Copies of record of charge forms verifying that the full fare of the flight tickets were charged to the Card issued by the Policyholder to the **Insured Person**;
- (d) Original of record of charge forms relating to expenses incurred for which the claim is made;
- (e) For lost or delayed luggage, a signed and dated copy of the Property Irregularity Report from the relevant airline authorities;
- (f) For child care, a copy of Certificate of Birth of **Insured Person's** minor children;
- (g) For loss of deposit or cancellation, original receipts for payment of the tour, tour operator's booking and cancellation/refund invoices, terms & conditions, copy of PCR/ Professional RTK-Ag test result and proof of full COVID-19 vaccination.
- (h) For overseas hospitalisation allowance due to COVID-19, Medical report from the overseas attending **medical practitioner**, copy of PCR/ Professional RTK-Ag test result or any COVID-19 equivalent test result approved by WHO, and proof of full **COVID-19** vaccination.
- (i) Written confirmation from the airlines or their licensed agents of the delayed flight departure/flight cancellation/denied boarding, and the number of hours of delay and the date/time of available flight;

## Claims Conditions

### 1. Notice of Claim

All written notice of claim shall be given to

Claim Division

Berjaya Sampo Insurance Berhad  
Level 33A, Menara Bangkok Bank  
105, Jalan Ampang  
50450 Kuala Lumpur



- (j) A written confirmation from the public transport services concerned confirming the mechanical breakdown;
- (k) Copies of airline tickets and boarding passes; and
- (l) Full details of the expenses for which reimbursement is claimed.
- (m) Police report detailing the circumstances and list of items stolen; and
- (n) For car rental excess:
  - (i) Copy of car rental agreement;
  - (ii) Written advice from rental agency holding the Insured Person liable for the loss or damage to the rented car;
  - (iii) Copy of invoices and receipt from the rental agency for car rental;
  - (iv) Copy of **Insured Person's** driving license at the time of **Accident**;
  - (v) Copy of overseas motor insurance certificate/policy (if available);
  - (vi) Police report for motor vehicle **Accident**.

#### 4. Medical examination

In the event of an Injury, the **Insured Person** shall employ the services of a registered medical practitioner (qualified and licensed to practice western medicine) and the **Insured Person** shall undergo any treatment such practitioner shall deem necessary. The **Insured Person** may have to undergo further medical examination required by **Berjaya Sampo** at Berjaya Sampo's expense.

#### 5. Misrepresentation or Fraud

If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices shall be used by the **Policyholder** or the **Insured Person** or any one acting on behalf of the **Policyholder** or the **Insured Person** to obtain any benefit under this Policy, **Berjaya Sampo** shall be under no liability in respect of such claim.

6. Payment of any claim covered under this Policy shall be made in Malaysian Currency.

7. Payment of claim shall be made by **Berjaya Sampo** only after adequate proof of loss to substantiate the claim has been received and when the amount of the loss has been ascertained and agreed.

#### Claims Payment

Payment of any claim by **Berjaya Sampo** shall be made directly to "CIMB Bank Berhad – Direct Banking & Cards" for benefits under Section I whilst payment of claims for benefits under Section II & III, shall be made direct to the Cardholder.

Payment of any claim covered under this Policy to the **Cardholder** or his estate, will be made after deducting the amount due to **Policyholder** and such amount due shall be confirmed in writing by **Policyholder** to **Berjaya Sampo**.

An acknowledgement of receipt of the claims payments by the **Cardholder** or his estate and/or **Policyholder** as the case may be, shall be deemed to be full and final settlement and an effectual and final discharge of Berjaya Sampo's liability.

No claim shall be payable for any such loss or expenses reimbursed by or recoverable from the airline or any other party.

#### 8. Termination of Insurance

The insurance on an **Insured Person** shall terminate in the event of either of the following:

- a. the **Insured Person** dies, or
- b. the **Insured Person** ceases to be a **Cardholder** of the Policyholder, or
- c. the **Insured Person** becomes an Inactive Cardholder and/ or **Delinquent Cardholder**, or
- d. termination of the Policy, whichever is earlier.

In any action, suit or other proceeding where **Berjaya Sampo** 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 Person**.