

## CIMB VISA Signature Complimentary Travel Insurance

The following is a description of the group insurance policy (Master Policy Number **D20TRATVS000001**) held by CIMB Berhad, Singapore Branch ("Bank" or "Policyholder"), at 50 Raffles Place, #09-01 Singapore Land Tower, Singapore 048623 for the benefit of the holders of CIMB Visa Signature Card ("Cardholders") and their Family Member.

### ELIGIBILITY

To qualify as Insured Person(s) covered by this Policy, The Cardholder and/or the Cardholder's Family Member must meet all of the following criteria (insofar as they are applicable):

1. The Cardholder's CIMB Card must be valid, not suspended by the Bank and had at least one (1) financial transaction charged to their CIMB Card annually before a Trip;
2. The Cardholder and the Cardholder's Family Member must be Singaporeans, Singapore Permanent Residents holding valid Singapore identification documents such as a Singapore National Registration Identification Card (NRIC) or foreigners holding valid Employment Pass, Work Permit, Long Term Social Visit Pass or Student Pass;
3. The Cardholder and the Cardholder's Family Member must be residing or working in Singapore, or not living outside Singapore for more than one hundred and eighty (180) consecutive days at any one time;
4. The Cardholder and the Cardholder's Family Member must be between twenty-one (21) years old and seventy-five (75) years old and, in the case the Family Member is a child, satisfy the definition of "Dependent Child";
5. The Cardholder and the Cardholder's Family Member are not engaging in any of the excluded occupational activities listed or described in "Exclusion" of this Policy.

### DEFINITIONS

Some words and phrases in this Policy have specific meanings. These words and phrases have the following meanings wherever they appear in the Policy:

1. **Accident or Accidental** means an identifiable event which is experienced by the Insured Person in a sudden, unforeseen or unexpected manner and which solely and independently of any other cause results in bodily Injury to the Insured Person.
2. **Bank/Policyholder** means CIMB Bank Berhad, Singapore Branch.
3. **Cardholder** means principal or supplementary holder of CIMB Card according to the records of the Bank.
4. **CIMB Card** means CIMB Visa Signature Card registered with and issued by CIMB Bank Berhad, Singapore Branch.
5. **Company/We/Us** means Sompo Insurance Singapore Pte. Ltd.
6. **Common Carrier** means any bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passenger and any Common Air Carrier.

7. **Common Air Carrier** means any fixed-wing aircraft provided and operated by a commercial airline or 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.
8. **Congenital Conditions** means medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months of birth. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions):
  - a. Hernias of all types (except when caused by a trauma after commencement of insurance under this Policy);
  - b. Strabismus;
  - c. Hydrocephalus;
  - d. Undescended Testicle;
  - e. Hypospadias;
  - f. Meckel's Diverticulum.
9. **Dependent Child** means a legal child of the Cardholder who is below twenty-one (21) years old (or twenty-five (25) years old if studying in a recognized tertiary institution as a full-time student) and who is not married or in employment at the commencement of their Trip.
10. **Family Member** means spouse and/or Dependent Child. Documentary proof of relationship with the Cardholder is required when making a claim under this Policy.
11. **Full Fare** means a round trip air ticket fare departing from and arriving back in Singapore, and the travel-related expenses for the Trip which are charged by any registered airlines company, travel agent or tour and travel company and paid by the Cardholder
  - a. in full using the Cardholder's CIMB Card; or
  - b. in full by instalment package arranged and approved by the Bank using the Cardholder's CIMB Card.
  - c. For the avoidance of doubt, Full Fare must be paid under a single CIMB Card.
12. **Hijack** means any seizure or exercise of control by force or violence or threat of force or violence and with wrongful intent, of the Common Carrier.
13. **Illness/Sickness** means any sudden and unexpected pathological deviation from the normal healthy state, marked by interruption, cessation or disorder of body functions, systems or organs as confirmed as such by a Medical Practitioner.
14. **Injury** means death or bodily injury to the Insured Person resulting solely and directly from an Accident or through Accidental means and happening during the Trip for which the Insured Person is covered.
15. **Insured Person(s)** means the Cardholder and the Cardholder's Family Member who meet all the criteria set out under "Eligibility" in this Policy and who are traveling together on the same Trip with the Cardholder. For the avoidance of doubt, if the Cardholder fails to meet the criteria set out under "Eligibility" in this Policy, the Cardholder's Family Member will also not be deemed as Insured Person under this Policy.
16. **Laptop Computer** means the complete laptop computer including accessories or attachments that come as standard equipment with the laptop. Any handheld computers, tablets (including but not limited to iPads, Samsung Galaxy tablets) or similar devices are excluded from this category.
17. **Medical Condition** means any type of Illness, Sickness, disease, disability, physical deformity and/or Injury resulting from an Accident sustained by the Insured Person.

18. **Medical Practitioner** means a person qualified by degree in western medicine and duly licensed or registered to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training but excluding a Medical Practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.
19. **Occupation** means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge and/or training.
20. **Period of Insurance** means the period shown in the Schedule over which this Insurance is valid. The period is bound by a start date and an expiry date both dates inclusive.
21. **Pre-Existing Conditions** means an Injury, Illness or disease in respect of which the Insured Person have prior knowledge of before the commencement of this Policy or which existed or have developed symptoms or there exists manifestation of illness within the twelve (12) months prior to the commencement of each Trip made during the Period of Insurance for which the Insured Person is aware or should reasonably have been aware, based on normal medically accepted pathological development of the Illness.
22. **Public Place** means but is not limited to shops, airports, trains stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.
23. **Relative** means the spouse, legal child, parent, parent-in-law or sibling who is not an Insured Person under this Policy.
24. **Serious Injury or Serious Sickness** whenever applied to the Insured Person, is one that requires treatment by a Medical Practitioner and which results in the Insured Person being certified by that Medical Practitioner as being unfit to travel or continue with his/her original Trip outside Singapore. When applied to the Insured Person's Relative, it will mean Injury or Sickness certified as being a danger to life by a Medical Practitioner and which results in the Insured Person's discontinuation of his/her original Trip outside Singapore.
25. **Sum Insured** means the sum insured for Accidental Death benefit shown in the Schedule, Certificate of Insurance or endorsement.
26. **Travel Companion** refers to one (1) person (other than an Insured Person's Relative, a tour leader or group leader who is receiving remuneration in monetary form or in kind) who is booked to accompany an Insured Person on the entire Trip.
27. **Trip** means a trip undertaken by the Insured Person between the point of departure and the final destination as shown on the Insured Person's ticket and where the Full Fare of such trip has been charged entirely to the Cardholder's CIMB Card prior to any Injury. Trip shall commence three (3) hours before the Insured Person(s) leaves Singapore as the original point of departure for and return from the Trip and cease on whichever of the following occurs first:
  - a. the Insured Person's return to his permanent place of residence in Singapore;
  - b. within three (3) hours upon arrival into Singapore; and
  - c. the maximum duration of coverage provided for any one round Trip shall not exceed ninety (90) days.

**POLICY COVER – BENEFITS**

The Insured Person shall have the right to make a claim on their own behalf subject to their due compliance with the Terms of this Policy.

<b>Benefit Schedule</b>			
<b>Benefit</b>	<b>Sum Insured Per Insured Person Per Trip</b>		
	<b>Cardholder</b>	<b>Spouse</b>	<b>Dependent Child</b>
Accidental Death	\$500,000	\$500,000	\$25,000
Permanent Disablement	Up to \$500,000	Up to \$500,000	Up to \$25,000
Baggage Loss	Up to \$500	NA	NA
Baggage Delay (six (6) consecutive hours delay)	\$300	NA	NA
Flight Delay (six (6) consecutive hours delay)	\$300	NA	NA
Trip Cancellation	Up to \$300	NA	NA

**Benefit 1: Accidental Death Benefit**

We will pay the Sum Insured for “Accidental Death” shown in the Benefit Schedule if the Insured Person dies as a result of an Injury caused by an Accident during the Trip provided

1. the Accident happens during the period the Insured Person is covered by this Policy and travelling as a fare paying passenger whilst boarding, alighting or travelling in a Common Carrier;
2. the Insured Person’s death happens within one hundred and eighty (180) days from the date of the Accident; and
3. the Insured Person’s death is not contributed to by any cause that is not covered by this Policy.

If the Insured Person is entitled to a payout for Permanent Disablement for the same Accident, the amount paid or payable under Permanent Disablement shall be deducted from the amount payable under Accidental Death.

**Benefit 2: Permanent Disablement Benefit**

We will pay the amount stated in the Table of Benefits if the Insured Person sustains Permanent Disablement as a result of an Injury caused by an Accident during the Trip provided

1. the Accident happens during the period the Insured Person is covered by this Policy and travelling as a fare paying passenger whilst boarding, alighting or travelling in a Common Carrier;
2. the Permanent Disablement sustained is described in the Table of Benefits;
3. the Permanent Disablement is certified by a Medical Practitioner within one hundred and eighty (180) days from the date of the Accident; and
4. the Permanent Disablement is not contributed to by any cause that is not covered by this Policy.

<b>Table of Benefits</b>	
<b>Permanent Disablement Description</b>	<b>Benefits As a % of the Sum Insured for Permanent Disablement</b>
• Permanent Total Disablement	100%
• Loss of one (1) or both Limbs	100%
• Loss of Sight of both eyes	100%
• Loss of the following and not both as a result of the same Injury:	
a. Loss of sight of one (1) eye	50%
b. Loss of the lens of one (1) eye	50%
• Loss of (1) Limb and Loss of Sight of one (1) eye	100%
• Loss of Speech and Hearing	100%
• Permanent and incurable insanity	100%
• Loss of hearing	
a. both ears	75%
b. one (1) ear	25%
• Loss of Speech	50%
• Loss of four fingers and thumb of	
a. right hand	70%
b. left hand	50%
• Loss of four fingers of	
a. right hand	40%
b. left hand	30%
• Loss of one thumb	
a. both right phalanges	30%
b. one (1) right phalanx	15%
c. both left phalanges	20%
d. one (1) left phalanx	10%
• Loss of fingers	
a. three (3) right phalanges	10%
b. two (2) right phalanges	7.5%
c. one (1) right phalanx	5%
d. three (3) left phalanges	7.5%
e. two (2) left phalanges	5%
f. one (1) left phalanx	2%
• Loss of toes	
a. all-one foot	15%
b. two (2) phalanges of great toe	5%
c. one (1) phalanx of great toe	3%
d. each toe (other than great toe)	1%
• Fractured leg or patella with established non-union	10%
• Shortening of leg by at least five (5) centimetres	7.5%
• Third Degree Burns	
<u>Area</u> <u>Damage as a Percentage of Total Body Surface Area</u>	
- head	
Equal to or greater than 2% but less than 5%	50%
Equal to or greater than 5% but less than 8%	75%
Equal to or greater than 8%	100%
- body	
Equal to or greater than 10% but less than 15%	50%
Equal to or greater than 15% but less than 20%	75%
Equal to or greater than 20%	100%

“Fingers” or “Toes” means through or above the metacarpophalangeal joints or metatarsophalangeal joints.

“Limb” means a hand at or above the wrist or a foot at or above the ankle.

“Loss” means permanent and total functional disability or loss by complete and permanent physical severance that is beyond remedy by surgical or other medical treatments.

“Loss of Hearing” means 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.

“Loss of Sight” means physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at three (3) metres what one should see at sixty (60) metres) as confirmed by a fully qualified ophthalmic Specialist.

“Loss of Speech” means the disability in articulating any three (3) of the four (4) 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.

“Permanent Total Disablement” means disability which, in the opinion of a Medical Practitioner, entirely prevents the Insured Person from attending to any business, occupation of any and every kind or, if the Insured Person has no business or occupation, from performing three (3) or more Activities of Daily Living for the remainder of the Insured Person’s life. “Activities of Daily Living” herein means Washing, Dressing, Feeding, Toileting, Mobility and Transferring. “Dressing” means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances. “Feeding” means the ability to feed oneself food after its preparation and being made available. “Mobility” means the ability to move indoors from room to room on level surfaces. “Toileting” means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate. “Transferring” means the ability to move from a bed to an upright chair or wheelchair, and vice versa. “Washing” means the ability to wash in the bath, or shower or wash by other means.

The total amount payable for Accidental Death Benefit and/or Permanent Disablement Benefit separately and collectively shall not exceed one hundred percent (100%) of the Sum Insured.

In the case where the Insured Person is left-handed, the compensation percentage shown in the Table of Benefits shall be reversed such that the greater compensation percentage shall apply to the left hand and parts thereof.

We shall, at Our absolute discretion, determine the percentage payable for any Permanent Disablement not otherwise described in the Table of Benefits.

**Benefit 3: Baggage Loss (Only applicable to an Insured Person who is the Cardholder)**

Subject to the limit for “Baggage Loss” shown in the Benefit Schedule, We will indemnify the Insured Person for loss of the Insured Person’s personal baggage outside Singapore caused by natural disasters (typhoon, earthquake etc.) or arising out of any circumstances beyond the control of the Insured Person whilst on a Trip outside Singapore. In the event the Insured Person’s personal baggage is damaged by natural disasters (typhoon, earthquake etc.) or arising out of any circumstances beyond the control of the Insured Person outside Singapore whilst on a Trip and the damage is proven to be beyond economical repair, a claim will be dealt with under this Policy as if the item had been lost.

For the purpose of this Policy, personal baggage shall include clothing and personal effects worn or carried with the Insured Person, in suitcases and like receptacles. Only items owned by or in the custody of, or which is loaned or entrusted to the Insured Person are covered by this Section.

We shall not be liable for more than \$200, in respect of any one article or pair or set of articles. A pair or set of items is treated as one item (e.g. a pair of shoes, a camera and its standard accompanying lens and accessories). The maximum limit for a Laptop Computer is \$500 and this is subject to a limit of only one Laptop Computer per Trip.

We may make payment, or at our option undertake reinstatement, with an allowance for wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased less than one (1) year from the date of damage if the Cardholder can produce supporting documentation (i.e. original receipts or original warranty cards).

The loss must be reported to the police or relevant authority such as a hotel or airline management having appropriate jurisdiction at the place of the loss within twenty-four (24) hours from the incident. Any claim must be accompanied by written documentation from such authority.

The Insured Person must take every possible step to ensure that their personal baggage are not left unattended in a Public Place and must take all reasonable precautions for the safety of all their personal baggage.

**Specific Exclusions to Benefit 3**

This Policy does not cover

1. animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, fruits, perishables and consumables, household effects, antiques, artifacts, paintings, objects of art, computers (including handheld computers, software and accessories with the exception of Laptop Computers as provided herein above), manuscript, jewellery, gem stones, watches, contact or corneal lenses, securities, musical instruments, bridges for tooth or teeth, dentures;
2. loss of or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actual y being worked upon resulting there from;
3. loss of or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risk of contraband or illegal transportation or trade;
4. loss or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party;
5. loss of or damage to Insured Person’s baggage sent in advanced, mailed or shipped separately;

6. loss of or damage to Insured Person's baggage left unattended in any Public Place;
7. loss of or damage to Insured Person's baggage as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property;
8. loss of or damage of business goods or samples or equipment of any kind;
9. loss of or damage of data recorded on tapes, cards, discs or otherwise;
10. loss of or damage of cash and bank notes, cash card, Ez Link Card, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of Credit Cards, Identity Cards (IC), driving licenses and travel documents;
11. loss of or damage or derangement or breakage of fragile or brittle articles;
12. mysterious disappearance or misplacement.

**Benefit 4: Baggage Delay (Only applicable to an Insured Person who is the Cardholder)**

In the event the checked-in baggage of the Insured Person has been delayed, misdirected or temporarily misplaced by the Common Carrier for at least six (6) consecutive hours after the Insured Person's arrival at the baggage pick-up point of the scheduled destination outside Singapore during a Trip, We will pay the limit for Baggage Delay" shown in the Benefit Schedule.

**Benefit 5: Flight Delay (Only applicable to an Insured Person who is the Cardholder)**

In the event that the scheduled Common Air Carrier with which the Insured Person had arranged to travel on a Trip is delayed for at least six (6) consecutive hours from the departure time as specified in the confirmed itinerary supplied to the Insured Person due to strike or industrial action, adverse weather condition, mechanical breakdown, derangement or structural defect of Common Air Carrier, We will pay the amount for "Flight Delay" shown in the Benefit Schedule.

**Specific Exclusions to Benefit 5**

We will not pay for any delay arising from

1. the failure of the Insured Person to check-in with the Common Air Carrier according to the itinerary supplied to the Insured Person, or if the Insured Person fails to obtain written confirmation from the Common Air Carrier or its handling agents of the number of hours delayed and the reason for such delay;
2. strike or industrial action existing on the date the Trip is arranged;
3. any onward connecting flight not caused by strike or industrial action, adverse weather condition, mechanical breakdown, derangement or structural defect of Common Air Carrier.



**Benefit 6: Trip Cancellation (Applicable to an Insured Person who is the Cardholder only)**

If the Insured Person's Trip is cancelled due to any of the following occurring within thirty (30) days (except for item (3) below) before the date of scheduled departure of the Trip

1. death or Serious Injury or Serious Sickness or compulsory quarantine of the Cardholder, the Cardholder's Relative or Travel Companion;
2. unexpected strike, riot or civil commotion beyond the control of the Insured Person at the planned destination;
3. serious damage to the Cardholder's principal residence from fire, flood or similar natural disaster (typhoon, earthquake etc.) within one (1) week before the departure date and which requires the Cardholder to be present at the premises on the departure date; or
4. witness summons or jury service of the Insured Person.

We will reimburse up to the limit for "Trip Cancellation" shown in the Benefit Schedule in respect of loss of travel and/or accommodation expenses

1. paid in advance by the Cardholder;
2. for which the Cardholder is legally liable to bear; and
3. which are not recoverable from any other source.

**Specific Exclusions to Benefit 6**

We will not pay for any loss

1. caused directly or indirectly by government regulations or control;
2. caused by cancellation by the Common Carrier;
3. that is covered by any other existing insurance scheme or government programme;
4. which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

**SPECIAL CONDITIONS TO BENEFITS**

1. In respect of a claim for Benefit 1 (Accidental Death) and 2 (Permanent Disablement) arising from the same Accident, We will pay the Insured Person the limit shown for "Accidental Death" only and not both for "Accidental Death" and "Permanent Disablement".
2. The maximum amount We will pay all Insured Persons arising from this Policy out of one (1) Public Conveyance and from one single Accident shall be limited to \$10,000,000 in respect of CIMB Card. In the event that the claims from all Insured Persons arising out one (1) Public Conveyance and from the same Accident exceed \$10,000,000 in the aggregate, We will pay each Insured Person a share of the \$10,000,000 in accordance with the proportion each Insured Person's claim bears to the aggregate of all claims from all Insured Persons. "Public Conveyance" shall mean any air, land or water conveyance duly licensed for regular transportation of fare-paying passengers and operating on scheduled routes and timetables.
3. For the same event, this Policy will only pay a claim under either Benefit 3 (Baggage Loss) or Benefit 4 (Baggage Delay) and not both.

### **GENERAL EXCLUSIONS (Applicable to the whole Policy)**

We will not pay any benefit under this Policy for Accident, loss or liability that is directly or indirectly caused by or resulting from or relates to any of the following:

1. Activities as personnel in armed forces, police, fire fighting or civil defense services other than Reservist Training during peacetime.
2. Occupations involving work in confined spaces in vessels, tanks, tunnels, underground civil works, mines, rigs or ships, industrial workers using heavy machinery, woodworking related, any occupation involving working at height (exceeding 30 feet above ground or floor level) on scaffold and/or staging, occupation as offshore rig personnel, timber camp personnel, divers, jockeys, trucks or taxi drivers, crane operators, air or sea crew (unless Injury is sustained whilst as a fare-paying passenger in an air or waterborne craft duly licensed for regular transportation of fare-paying passengers).
3. Work or activities involving the handling of or exposure to industrial disease, dangerous or contaminable substances, bacteria or viruses, explosives or firearms.
4. High risk activities including but not limited to
  - a. caving, mountaineering, rock climbing involving the use of guides or ropes, potholing, canyoning, bungee jumping, parachuting, sky diving, hang-gliding, paragliding, aviation daring feats or stunts, any activities in aerial balloon whilst airborne, underwater activities involving the use of underwater breathing apparatus or driving or riding in any kind of race;
  - b. any sports in a professional capacity or where income or remuneration is earned from engaging in such sports;
  - c. engaging in aerial activities (except for hot-air ballooning) or air travel except as a fare paying passenger in any fully licensed passenger carrying aircraft but not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft.
5. Childbirth or pregnancy (excluding accidental miscarriage) or abortion (including abortion due directly or indirectly to microcephaly) or any complication following therefrom.
6. Suicide, attempted suicide or intentional self-inflicted injury while sane or insane, or participation in any illegal activity, violation or attempted violation of the law or resistance to arrest.
7. Illegal or felonious act of any beneficiary named under the Policy.
8. The taking of drug (unless it is taken on proper medical advice and is not for the treatment of drug addiction), drug addiction, influence of alcohol or willful misuse of drugs or alcohol.
9. Any Medical Condition (except as provided for under this Policy), Pre-Existing Conditions, Congenital Conditions, physical defect or infirmity.
10. Any venereal disease or Acquired Immuno-deficiency Syndrome ("AIDS"), AIDS related complex or infection by Human Immuno-deficiency Virus ("HIV").
11. War, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny rising, military or usurped power, confiscation, detention, nationalisation, requisition, 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.

12. Ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or nuclear weapons material. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fusion.
13. Nuclear, Chemical Biological Terrorism, which means the use of any nuclear weapon or device, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the Period of Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.
14. Travel booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
15. Loss or damage caused by detention, confiscation or destruction by customs or other officials or authorities.
16. Claims arising from any unlawful act committed by the Insured Person.
17. Claims arising from any Government intervention, prohibition or regulation.
18. Losses for which insurance is prohibited by law.
19. When any portion of the Full Fare is settled via cash or cheque or is charged to any other credit/charge card other than the CIMB Card.

This Policy also does not cover

1. any Infectious Disease which is announced or notified as an epidemic or pandemic by the health authority in Singapore or the Government of the Republic of Singapore; and a pandemic by the World Health Organisation (WHO). In the event of an announcement or notification of an epidemic or pandemic by the health authority in Singapore or the Government of the Republic of Singapore only, the notification shall take precedence and shall be deemed that an epidemic or pandemic has been announced. Any cover for the epidemic or pandemic Infectious Disease shall cease from the date of such announcement or notification. The cover shall be restored on the termination date of such epidemic or pandemic on Our notification; and
2. any person over the age of seventy-five (75) years.

#### **TERMINATION**

1. The cover provided under this Policy in respect of any one Insured Person shall terminate automatically on the earliest of the following events:
  - a. immediately upon the suspension, closure or termination of the CIMB Card to which the Insured Person attaches;
  - b. death of the Insured Person;
  - c. immediately following the Insured Person's attainment of the age of seventy-five (75) years for Cardholder or Cardholder's spouse and twenty-five (25) years old for Dependent Child;
  - d. upon the Insured Person failing to meet the criteria set out under "Eligibility" in this Policy;
  - e. upon the Insured Person departing and no longer permanently residing in Singapore;
  - f. upon the Insured Person departing on a temporary re-location or stay outside Singapore for a consecutive period of one hundred and eighty (180) days or more (unless cover is specifically agreed by Us and noted by endorsement);
  - g. immediately upon the termination of this Policy. For the avoidance of doubt, if a Trip commences within the Period of Insurance and terminates after the Period of Insurance, the Trip will be covered subject to a maximum period of ninety (90) consecutive days from the commencement date of the Trip.

### **ACCEPTANCE OF INSTRUCTIONS**

Any Instruction, request or notice will not be accepted by the Company until such documents, information and consents, as We may reasonably require, are received at Our office address stated in the Policy.

### **NO TRUST**

We do not recognise or will not affect any notice of trust, charge or assignment relating to this Policy and the receipt of the Policyholder or Insured Person or their legal personal representative or any person to whom any benefit is expressed to be payable, shall in all cases effectively discharge our liability under the Policy.

### **FRAUD**

If any claim made under this Policy shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on their behalf to obtain benefit hereunder, then the cover to such Insured Person shall be cancelled immediately and all benefit forfeited.

### **LEGAL PERSONAL REPRESENTATIVES**

The terms and conditions of this Policy shall also apply to the legal personal representatives of the Insured Persons.

### **GOVERNING LAW**

This Policy is to be construed according to the laws of Singapore.

### **LEGAL PROCEEDINGS**

No action in law or equity shall be brought to recover under the Policy until after the expiration of sixty (60) days from the date proof of claim has been furnished in accordance with the Policy conditions. The parties submit themselves to the exclusive venue and jurisdiction of the Courts of Singapore for the resolution of any such conflict or dispute save where the circumstances are governed by the Arbitration clause of the Policy.

### **ARBITRATION**

1. Any difference of medical opinion in connection with the results of any Injury, Illness, death or expense will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset and the umpire's decision shall be conclusive.
2. Where We have accepted a claim but the amount to be paid is in dispute, the matter shall be referred to arbitration in Singapore and Singapore law will apply. The arbitration shall be heard by a single arbitrator to be agreed by the parties within fourteen (14) days from the commencement of arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act (Cap 10) or any statutory re-enactment thereof. Arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. Where any dispute 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 Us.

### **COMMENCEMENT OF ARBITRATION OR COURT ACTION**

If We offer an amount in settlement or disclaims liability altogether for a claim, and such a claim is not within twelve (12) calendar months from the date of such an offer or disclaimer referred to arbitration as required under "Arbitration" condition or been made subject to pending court action, the claim shall be deemed to have been abandoned and We shall have no liability for the claim.

## **CLAIMS**

The following claims conditions apply to the whole Policy and have to be observed by the Policyholder, the Insured Person and the Insured Person's legal personal representative. We will act in good faith in all our dealings with the Policyholder, the Insured Person and/or the Insured Person's legal personal representative. Equally, the payment of claims is dependent on due observation of the followings:

### **1. Notification and Proof of Claim**

The Insured Person (or the legal personal representative) must inform Us as soon as possible but not later than fourteen (14) days from the date of the Accident in the event of any claim or potential claim under the Policy and provide Us the following:

- a. Completed Claim Form within fifteen (15) days after We have been notified of a claim;
- b. Information, evidence or supporting document (to be supplied at the claimant's expense) including receipts, medical certificates or medical reports which We may require;
- c. The Insured Person or their legal personal representative's written consent to allow Us to receive the results of any medical examinations, tests and/or the medical history or records of the Insured Person; and
- d. Such other information that We may reasonably require.

Incomplete Claim Forms will not be accepted for processing of claims and payment. Originals of all relevant documents and bills must be submitted with the completed Claim Forms. Photocopies are not acceptable.

If on the balance of medical fact or probability it is appropriate for Us to decline a claim by virtue of any of the Exclusions or terms and conditions of the Policy, the Insured Person shall have the right and obligation to produce such medical evidence as We may reasonably require to enable it to reconsider a claim under the Policy.

Where necessary, copy of the completed Claim Form will be provided to the Bank and the Bank must disclose to Us within seven (7) working days, the validity of the Insured Person as per criteria set out under "Important Information" and "Eligibility" in this Policy.

### **2. Examinations**

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

### **3. Disappearance**

If an Insured Person was travelling on that carrier that had disappeared, sunk or was wrecked and the body of the Insured Person has not been recovered or is not found within twelve (12) months of the date of the disappearance, sinking or wrecking of the carrier, the Insured Person is deemed to have died as a result of an Accident. However, We will only pay on such a claim if the legal personal representative of the Insured Person provides Us a signed undertaking that the amount paid will be returned to Us if it is subsequently discovered that the Insured Person is alive.

### **4. Drowning and Suffocation**

If an Insured Person dies or suffers Injury as a result of drowning or suffocation by poisonous fumes, gas or smoke covered under this Policy, We shall not be liable for any claim for such Injury arising out of or in connection with the Insured Person's own wilful, rash or intentional act.

### **5. Unprovoked Hijack, Murder and Assault**

If an Insured Person dies or suffers Injury as a result of being a victim of Hijacking, murder or assault, We shall not be liable for any claims arising out of or in connection with Insured Person's own participation or provocation of any such act.

#### **6. Strike, Riot, Civil Commotion**

If an Insured Person dies or suffers Injury as a result of strike, riot or civil commotion, We shall not be liable for any claim arising out of or in connection with the Insured Person's own participation or provocation of any such act or if such act could reasonably have been avoided by the Insured Person.

#### **7. Currency Exchange Rates**

We will pay all admissible claims in Singapore currency. Charges incurred in any other currency shall be payable in Singapore Dollars on the basis of the exchange rate as stipulated by the Company. We shall not bear any bank charges or credit charges.

#### **8. Payment**

All benefits of this Policy are payable to the Insured Person except that in respect of death of the Insured Person, to the estate of such Insured Person.

### **ADDITIONAL TERMS**

The following conditions shall apply to this Policy unless otherwise stated and/or deleted in the Schedule.

#### **TERRORISM ENDORSEMENT**

This Policy will compensate up to the Sum Insured for Accidental Death Benefit per Insured Person or \$500,000, whichever is lower, in aggregate for the benefits provided under this Policy for claims arising directly or indirectly from Act of Terrorism.

Where an Insured Person is insured under more than one Policy with the Company covering Act of Terrorism, the Company's maximum liability per Insured Person for Any One Event regardless of the number of Policies shall be limited to \$500,000 per Insured Person and subject to the Conveyance Limit and/or Event Limit imposed on the policy as specified in the Policy Schedule, where applicable, whichever is the lower.

For the purpose of this Extension,

"Act of Terrorism" shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

"Any One Event" shall include all insured losses which arise directly from the same cause and which occur during the same period of time and in the same area. Such cause is understood to be the Act of Terrorism which directly occasions the losses or triggered the chain of causation where there are several perils, which in an unbroken chain of causation, have occasioned the losses.

#### **TOTAL ASBESTOSIS EXCLUSION**

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving

1. asbestos; or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT EXCLUSION**

It is hereby declared and agreed that a person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

## PERSONAL DATA PROTECTION

In relation to the personal data collected for this Policy, the Insured Person agreed and acknowledged that

1. We may collect, use and disclose the personal data for the purposes stated in its Privacy Policy (refer to [www.sompo.com.sg/prc](http://www.sompo.com.sg/prc)), which include underwriting and administering the Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
2. We will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the consent of the Insured Person has not been obtained. If We wish to use, disclose or process the personal data for another purpose We will seek the Insured Person's prior written consent.
3. We may disclose the personal data for the purposes to a related corporation; subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on Our behalf). Those recipients may be located in or outside Singapore.

## SANCTION LIMITATION EXCLUSION CLAUSE

We shall not be deemed to provide cover and We shall not 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 Us 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.

## CYBER RISKS EXCLUSION CLAUSE (NMA2915)

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by perils of Fire and Explosion.

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Policyholder or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

#### **ELECTRONIC DATE EXCLUSION**

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Policyholder or not, occurring at any time to

1. correctly recognise any date as its true calendar date;
2. capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.

Subject otherwise to the Terms of the Policy.

#### **JURISDICTION**

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

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