

## **CIMB ISLAMIC BANK BERHAD'S CREDIT CARD TERMS AND CONDITIONS**

The Cardholder Terms and Conditions together with the following attachments set out in this document:-

- a. CIMB Islamic Auto Balance Conversion Programme Terms and Conditions;
- b. CIMB Islamic Flexi Payment Plan-i Programme Terms and Conditions;
- c. CIMB 0% Easy Pay Terms and Conditions;
- d. CIMB CashLite-i Terms and Conditions;
- e. CIMB Balance Conversion-i Terms and Conditions;
- f. CIMB PETRONAS Platinum-i Credit Card Terms and Conditions;
- g. CIMB PETRONAS Visa Platinum-i Credit Card Terms and Conditions;
- h. CIMB PETRONAS Visa Infinite-i Credit Card Terms and Conditions;
- i. Touch 'N Go Zing Card Terms and Conditions;
- j. Takaful Ikhlas General Berhad Air Flight Travel PA Takaful Terms & Conditions;
- k. CIMB Preferred Visa Infinite-i, CIMB PETRONAS Visa Infinite-i and Takaful Ikhlas General Berhad Group Personal Accident with Extension to Travel PA Takaful Terms & Conditions;
- l. Email Statement Delivery Terms and Conditions; and
- m. Statements Accessed Via CIMB Clicks Terms and Conditions

are intended to be read together and the applicability of the attachments to each Cardholder will depend on the type of card issued to the Cardholder, the type of services used by the Cardholder and whether the Cardholder's own circumstances subjects the Cardholder to the terms and conditions of the respective attachments. The Cardholder Terms and Conditions and the attachments will collectively be referred to as the Credit Card Terms and Conditions.

## CIMB ISLAMIC CARDHOLDER TERMS AND CONDITIONS

Version: 23 May 2024

These terms and conditions govern the use of the Mastercard and/or Visa Card issued by CIMB Islamic Bank Berhad [200401032872 (671380-H)] (the “**Bank**”) to the individual named on the Card.

### 1. Definitions

- (a) “**adequate prior notice**” means the notice period of fourteen (14) calendar days;
- (b) “**ATM**” means an automated teller machine;
- (c) “**Bank’s website**” means the Bank’s official website address at [www.cimb.com.my](http://www.cimb.com.my) or such other website address which the Bank may change from time to time by notification to the Cardholder;
- (d) “**Card**” means any MasterCard or Visa Card issued by the Bank of such categories or brands which the Bank may introduce or replace from time to time and shall include Cards issued in affiliation or association with any third parties and includes any Supplementary Card(s) where the context permits;
- (e) “**Cardholder**” means the individual named on the Card and includes any Supplementary Cardholder(s) referred to in these terms and conditions;
- (f) “**Card Account**” means the card account of a Cardholder maintained at the Bank pursuant to these terms and conditions;
- (g) “**Card Account Number**” means the account number allocated and embossed on the Card.
- (h) “**Cardholder’s Other Accounts**” means the Cardholder’s other banking or other accounts with the Bank apart from the Card Account and includes a Cardholder’s joint account with a third party;
- (i) “**Halal goods and services**” means goods and services that are Shariah compliant.
- (j) “**MCI**” means Mastercard Worldwide, a company organised under the State of Delaware, United States of America of which the Bank is a member institution;
- (k) “**merchant**” includes all merchants supplying Halal goods and/or services;
- (l) “**Mobile Device**” means the Cardholder’s mobile device, containing the SIM (subscriber identity module) for the number which is registered with the Bank;
- (m) “**New Balance**” means the full amount shown as due in the Statement;
- (n) “**One-Time Password**” (“**OTP**”) or “**Transaction Authorisation Code**” (“**TAC**”) (whichever is applicable) means the code sent to the Cardholder’s Mobile Device, which needs to be entered to verify the identity of the Cardholder and/or to authorize specific transactions by the Cardholder;
- (o) “**Primary Device**” means the device on which the Cardholder has activated the CIMB Clicks Application or CIMB Octo Application (as the case may be). If the Cardholder has activated CIMB Clicks Application or CIMB Octo Application on multiple devices, then the primary device is the last device on which the CIMB Clicks Application or CIMB Octo Application was activated;
- (p) “**PIN**” means the personal identification number of the Cardholder or Supplementary Cardholder;
- (q) “**Replacement Card Fee**” means the fee payable by the Cardholder for the replacement of a Card;

- (r) **“Statement”** means the periodic Card statement issued by the Bank to the Cardholder and/or Supplementary Cardholder(s) which shows inter alia the amount so charged, the payment due date and the method of calculation of the finance charges; and
- (s) **“working day”** means a business day (not being a Saturday or Sunday or a Public Holiday) on which banks licensed to carry on banking business under the provisions of the Islamic Financial Services Act 2013 (**“IFSA”**) are open for business in Kuala Lumpur.
- (t) **“VISA”** means VISA Worldwide Pte. Limited, a company organised in Singapore of which the Bank is a member institution;

### **Interpretation**

2.1 in these terms and conditions, singular words used shall include the plural and masculine gender words shall include the feminine and neuter equivalents, and vice versa.

2.2 To calculate any period of time or if an act is required to be done within a certain period of time from a specified date, the period shall start to run from the specified date.

### **Issuance of The Card and Services Available**

3.1 The Card is issued based on the Shariah principle of Ujrah which refers to payment (**“service fee”**) in exchange for services rendered.

3.2 The Card may be used to:-

- (a) pay for the purchase of goods and/or services;
- (b) get cash advances/cash withdrawals;
- (c) access and operate various banking accounts opened connected to the Card when identified by the Cardholder's PIN;
- (d) to settle periodic bills by way of autopayment (**“Autobill Service”**) where approved by the Bank; and/or (e) for any other purpose authorised by the Bank

all within the credit limit notified by the Bank to the Cardholder from time to time (**“Services”**).

3.4 The Bank may change the Services by stopping, replacing or making available extra services, benefits and privileges by giving adequate prior notice to the Cardholder.

3.5 The period during which the Bank will provide the Services is decided by the Bank. The Bank may extend the period on a yearly basis or for any other period as it Bank deems fit. If the Services are not extended by the Bank, all amounts due under the Services shall become fully payable upon the expiry and/or termination date of the Card.

3.6 The Bank may periodically review the Services being provided and it may cancel the Services for convenience any time it deems fit. Further, all amounts due to the Bank under these terms and conditions and the Card shall be payable on demand.

### **Conditional Use and Availability of Card**

4.1 The availability and use of the Card is conditional upon there being no breach of any prevailing laws, guidelines or regulations that may be imposed by any regulatory authority having jurisdiction over the Bank (**“The Applicable Laws and Regulations”**). The Applicable Laws and Regulations include the IFSA and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

4.2 The Cardholder shall immediately notify the Bank in writing if the Cardholder:-

- (a) is aware of any breaches of The Applicable Laws and Regulations; or
- (b) breaches or fails to comply with any of these terms and conditions.

## PIN and Use of the Card (“PIN & PAY”) where Applicable

### 5.1

- (a) A temporary PIN will be given via Short Messaging System (SMS) to the Mobile Device when the Cardholder activates the Card.
- Within thirty (30) days of receipt of the temporary PIN, the Cardholder must change the temporary PIN at the Bank’s ATMs, or other secured channels as notified by the Bank.
  - If the Cardholder forgets the PIN, the Bank will upon request issue a new temporary PIN.
  - If Card is reported lost or stolen by the Cardholder and a new Card is issued, a temporary PIN for the new Card will also be issued. The existing PIN cannot be used for the new Card.
- (b) The Cardholder must keep his PIN secret and must not disclose it to any other person. When selecting a PIN, the Cardholder **MUST NOT** choose a PIN which is obvious or predictable, for example PINs which:-
- represents his birth date, identity card, passport, driving license or contact numbers;
  - is a recognisable part of his name;
  - are sequential numbers (for example 12345); or
  - are all the same numbers (for example 111111).
- (c) The Cardholder must ensure that the amount being charged is correct before signing any transaction slip and before entering his PIN into the terminals. By signing the slip or entering the PIN or using the Cardholder’s Card at any terminal, the Cardholder is deemed to have agreed to the transaction, that the amount charged is correct and authorized the Bank to make the payment.
- (d) The Cardholder agrees that the PIN is a secure way of authenticating and verifying the Cardholder’s identity to the Bank for:-
- (i) transactions to be carried out by the Bank for the Cardholder; and
  - (ii) the Cardholder to subscribe and register for the Bank’s internet banking services which may in turn allow the Cardholder electronic access to the Cardholder’s other bank accounts, banking facilities and other services

and the Bank is allowed by the Cardholder to act on all instructions of the Cardholder when identified by the Cardholder’s PIN and the Bank shall not be liable for acting upon such instructions in good faith. The Cardholder shall be bound by such instructions and shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank’s gross negligence or wilful default. Although the Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder’s identity the Bank may still request for other forms of identification if it has doubts as to the Cardholder’s identity.

## One-Time Password (“OTP”) / Transaction Authorisation Code (“TAC”)

### 5A

- (a) The Bank may send an OTP/TAC to the Cardholder’s Mobile Device. The OTP/TAC will serve as a means of authenticating and verifying the Cardholder’s identity to the Bank in authorising the Cardholder to obtain services from the Bank or to authorize any other specific transactions.
- (b) The Cardholder authorises the Bank act on the Cardholder’s instructions when its identity is verified by the use of the OTP/TAC and the Bank shall not be liable for acting upon such instructions in good faith. The Cardholder shall be bound by such instructions and shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank’s gross negligence or wilful default. The Bank is entitled to rely on the OTP/TAC as conclusive evidence of the Cardholder’s identity.

### **Additional Terms and Conditions of The Card**

6.1 The additional terms and conditions set out in Schedule One shall also apply to the use of the Card and the Services.

### **Acceptance of The Card**

7.1 In consideration of the Bank issuing the Card to the Cardholder and any Supplementary Card to the Supplementary Cardholder, the Cardholder and the Supplementary Cardholder hereby agree to abide by these terms and conditions.

7.2 The Card shall only be used by the Cardholder to whom the Card is issued and not anyone else. The Cardholder shall not allow any third party to have control or possession of the Card.

### **Supplementary Card**

8.1 Supplementary Cards may be issued to persons nominated by the Cardholder if approved by the Bank. If the primary Card is terminated or cancelled all Supplementary Cards shall also be terminated and cancelled. Termination or cancellation of any Supplementary Card will however not automatically result in the termination or cancellation of the primary Card.

8.2 In addition to being liable for the amounts incurred under the Cardholder's own Card, a principal Cardholder is also liable to the Bank for the amounts incurred under all Supplementary Cards issued. This is the case even though the Supplementary Card may bear a different Card Account number or a separate Statement may be issued to the Supplementary Cardholder(s).

8.3 The use of the Supplementary Card is also subject to these terms and conditions and all the terms and conditions which apply to the "Cardholder" and the "Card" shall equally apply to the "Supplementary Cardholder" and "Supplementary Card" unless the context requires otherwise.

### **Payment by The Bank to merchants**

9.1 The Bank may immediately pay any amount claimed at any time on the Services provided without requiring any further authorisation from the Cardholder. The Bank does not need to investigate or enquire whether such claim has been properly made. The liabilities of the Cardholder shall not be prejudiced by the fact that the Bank was or might have been justified in refusing payment of any amount claimed under the Services and it shall not be a defence to any demand made by the Bank against the Cardholder under these terms and conditions nor shall any of the Cardholder's obligations be prejudiced by the fact that the Bank was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed under the Services.

### **Card with Contactless Transaction Enabled Feature**

10.1 The Cardholder acknowledges that Cards have a feature which enables transactions up to a limit notified by the Bank, to be carried out by waving the Card at contactless terminals ("**Contactless Transaction(s)**") without requiring the Cardholder's signature or PIN number to authorise the transaction. The Cardholder agrees that all Contactless Transactions incurred using the Cards shall be presumed to be properly authorised unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder understands the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of the same. Cardholders may disable this feature and/or change the daily limit for Contactless Transaction(s) by notifying the Bank.

### **Takaful Protection / Coverage**

11.1 The Bank may, at its sole and absolute discretion, grant to the Cardholder a Takaful travel protection / coverage for the benefit of the Cardholder and if so granted, the protection / coverage will be subject to the terms and conditions set out in Schedule One hereof.

## Autobill Service

- 12.1 In taking up Autobill Service, the Cardholder authorises the Bank to pay certain bills specified by the Cardholder. The Cardholder must cancel any earlier instructions it has given to (i) other banks or payees to pay the same merchant and/or (ii) the merchant(s) to bill other banks or payees so that double charging does not occur.
- 12.2 In providing the Autobill Service, the Bank is not responsible for any losses incurred by the Cardholder for delay or failure in paying the bills unless the Cardholder shows that it was caused directly by the Bank's gross negligence or wilful default.
- 12.3 The Bank does not need to pay any bills if the Cardholder has insufficient or no credit limit, or where it reasonably determines that non-payment is justified.
- 12.4 The Cardholder is also liable to payments made by the Bank to merchants even after the Cardholder has cancelled or terminated the Autobill Service, unless the Cardholder shows that the Bank was grossly negligent or had wilfully and in bad faith not complied with the Cardholder's request.
- 12.5 The Bank is not required to inform the Cardholder of any non-payment by the Bank. The Cardholder is responsible for checking and monitoring such payment / non-payment and is solely liable to resolve outstanding payments with the merchant(s) directly.
- 12.6 If the Cardholder's Card number changes, the Cardholder must inform the billing merchant of the change in the Card's number. The Cardholder however allows the Bank to continue (but Bank is not obliged to do so) to pay the same billing merchant from the Cardholder's new Card account or number.
- 12.7 If the Cardholder has more than one merchant to pay but does not have enough credit limit to pay them all, the Bank may:-
- (i) choose not to make any payment to any of the merchants in which event the Cardholder shall resolve all outstanding payments with the merchant(s) directly; or
  - (ii) decide (at its sole discretion) who to pay first and the Cardholder is solely liable to resolve the unpaid amounts with the other merchant(s) directly.
- 12.8 The Autobill Service will be cancelled:-
- (i) if the Cardholder's relevant merchant gives the Bank at least one (1) months' written notice of termination whereupon the Autobill Service shall terminate upon the expiry of the notice period; or
  - (ii) immediately, if the Card is cancelled by the Bank and/or due to lost or stolen Card
- (collectively referred to as **"the Events"**). The Cardholder is responsible for informing the relevant merchant in writing to terminate the Autobill Service and to request the said merchant to discontinue the billing to the Bank. Until such time the merchant informs the Bank that the Autobill Service has been terminated, the Bank will continue to make payment to such merchant and the Cardholder shall remain liable for such payments made by the Bank to the merchant in relation to all transactions prior to the Events.
- 12.9 The Bank may also suspend and/or cancel the Autobill Service at any time by giving the Cardholder adequate prior notice. Again, the Cardholder remains solely liable to resolve all outstanding payments with the merchant(s) directly.

## ATM Transactions

- 13.1 The PIN is required to obtain cash advances and/or cash withdrawals via the ATM.
- 13.2 If ATM transactions cannot be carried out or are erroneously effected due to defect, breakdown, interruption or loss of power supply ("**Technical Defects**") or otherwise, or if the Card is not accepted for use or where the Card is retained by the ATM due the Technical Defects or for any other reasons, the Bank shall not be

responsible for any loss, damage, inconvenience or embarrassment suffered by the Cardholder unless caused directly by the Bank's gross negligence or wilful default.

13.3 Operating hours, type of services available as well how the Card can be used at the ATM shall be determined by the Bank. The Bank does not guarantee that the ATM will be able to perform the Cardholder's intended transaction.

#### **Cash Advances / Cash Withdrawals**

14.1 The Cardholder can obtain cash advances of the amount not exceeding 40% of the credit limit for the Card subject to the available credit limit for the Card or such other cash advances amount determined by the Bank from time to time by giving adequate prior notice to the Cardholder. The Cardholder may contact the Bank's Call Centre at 03-6204 7788 to ascertain the available cash advances amount. Cash advances can be obtained:-

- (a) from any of the Bank's branches or any member institution of MCI and/or VISA by presenting the Card together with acceptable evidence of the Cardholder's identity and signing the necessary transaction record; and
- (b) from any ATM of the Bank or other bank or institution which the Bank has arrangements with (advances are subject to the applicable daily withdrawal limits of such ATM).

For all out of country transactions via ATM and/or any member institutions of MCI and/or VISA, the Cardholder is responsible for ensuring that such transactions shall not violate any laws where the transaction is being carried out.

14.2 Yearly Facility Charges shall not be applicable on cash advance. However, the calculation for the rebate on the payable facility charges shall exclude the amount calculated at the maximum rate of 1.5% per month, which is equivalent to 18% per annum, on each cash advance from the date of the advance until repayment in full. The Bank may at its sole discretion increase the rate if approved by Bank Negara Malaysia. Any increase will be notified to the Cardholder. The Cardholder agrees that the amount allowed by the Bank for cash advances / cash withdrawals shall be up to Ringgit Malaysia One Thousand (RM1,000.00) per transaction. A fee of Ringgit Malaysia Fifty (RM50.00) shall be charged to the Cardholder for each cash advance / cash withdrawal. The cash advance fee may be varied by the Bank from time to time after giving the Cardholder twenty-one (21) calendar days' notice before the effective date of implementation. The daily cash advances / cash withdrawals limit shall be subject to the Cardholder's credit limit for the Card.

14.3 The Cardholder may also ask the Bank to transfer the available credit limit from the Cardholder's Card Account to any of the Cardholder's Other Accounts. The Bank may (but is not obliged to) agree to the Cardholder's request but if the Bank agrees, this shall be treated as a cash advance to the Cardholder.

14.4 The Cardholder agrees to be liable for all cash advances even if it exceeds the Cardholder's credit limit for the Card.

#### **Yearly Facility Charges**

15.1 The Cardholder agrees to pay the Bank the Yearly Facility Charges ("**Yearly Facility Charges**") for the tenure of the Card for the amount specified in paragraph C of Schedule One hereof.

15.2 The Bank may however at its discretion grant a rebate on or waive all or part of the Yearly Facility Charges. The Bank may also grant further rebates in accordance with Bank Negara Malaysia guidelines on tiered pricing.

15.3 The Yearly Facility Charges is charged on annual basis and billed to the Cardholder on monthly basis in the Statement.



### **Rebate (Ibra')**

- 15A.1 Full payment on previous statement balance: For full payment of the statement balance made on or before the 20 days dateline every month, the Bank will not charge any Payable Facility Charges ("Payable Facility Charges") for that particular month (at the Bank's sole discretion and subject to the Bank Negara Malaysia Credit Card-i Policy Document, full rebate will be given).
- 15A.2 Partial or minimum payment on previous statement balance: For partial or minimum payment of the statement balance, the Bank at its absolute discretion and subject to the Bank Negara Malaysia Credit Card-i Policy Document, may grant rebate or waive all or part of the Yearly Facility Charges. Rebate is the difference between Yearly Facility Charges and Payable Facility Charges. Payable Facility Charges will vary every month but the total sum of Payable Facility Charges each year shall not exceed Yearly Facility Charges.

### **Other Fees and Charges**

- 16.1 In addition to the Yearly Facility Charges, the Cardholder shall also pay the Bank:
- (a) the applicable annual fee for the Card and for each Supplementary Card(s) with any services tax and/or any other tax imposed;
  - (b) the Card Replacement Fee for the issue of a replacement Card (not applicable due to replacement of expired Card);
  - (c) fees for Card transactions via the ATM including but not limited to, cash advances and/or cash withdrawals;
  - (d) charges for any approved temporary credit limit increase granted by the Bank upon the Cardholder' request;
  - (e) paper statement fees for hard copy statements (not applicable to senior citizens and customers who are differently abled i.e. persons with physical, mental, intellectual and sensory disabilities); and
  - (f) such other fees and charges imposed (including the service fee based on Ujrah principle on all Services and facilities made available to the Cardholder in the amount to be determined by the Bank) after the Bank has given the Cardholder twenty-one (21) calendar days prior notice of implementation.
  - (g) Yearly Facility Charges shall not be applicable on outstanding balance and on new retail transaction. However, the calculation for the rebate on the payable facility charges shall exclude the amount calculated on any and all of the Cardholder's outstanding balance and on new retail transactions from the date the new retail transactions are posted to the Card Account and shall be based at the following rates:-
    - (aa) 1.25% per month, which is equivalent to 15% per annum, where Cardholders have promptly settled their minimum payment due for twelve (12) consecutive months;
    - (bb) 1.42% per month, which is equivalent to 17% per annum, where Cardholders have promptly settled their minimum payment due for at least ten (10) months in the last twelve (12) months;
    - (cc) 1.5% per month, which is equivalent to 18% per annum, where Cardholders do not fall within either (aa) or (bb) above.
- The prevailing fees and charges of the Bank are published on the Bank's website. The amount of the fees and charges reasonably imposed by the Bank is final and conclusive unless there is manifest error. All fees and charges incurred shall be debited to the Card Account.
- 16.2 If the Cardholder chooses not to settle the New Balance in full, the Cardholder must, on or before the Due Date, pay at least a minimum payment comprising of:
- (a) 5% of the current balance\*; and
  - (b) 100% of any service tax and any other value added tax imposed; and
  - (c) 100% of all monthly instalments due for any programmes/arrangements operated by the Bank, including but not limited to instalment payment plan and auto balance conversion; and
  - (d) any other unpaid minimum payments specified in the preceding month's statement;
- or RM50 whichever is higher.



\*Current balance = retail transactions amount (if any) + cash advance amount (if any) + payable facility charges and/or ta'widh (compensation) and any other applicable fees and charges (if any).

- 16.3 If the New Balance exceeds the prescribed credit limit assigned to the Cardholder, the Bank may require the Cardholder to settle the entire amount by which the said prescribed credit limit is exceeded ("**amount in excess of the prescribed credit limit**"). Until the Bank requires the Cardholder to pay the amount in excess of the prescribed credit limit, the Cardholder shall pay the minimum payment due as specified in the Statement.
- 16.4 All Card transactions and cash advances effected by the use of the Card, annual fees, service fees, and/or ta'widh (compensation) and any other applicable fees and charges will be debited to the Card Account in the billing currency and shall be reflected in the Statement.
- 16.5 If the Cardholder fully settles the preceding month's outstanding balance on or before the due date as stated in the Statement ("**Due Date**"), the Cardholder will be entitled to a "grace period" of twenty (20) calendar days from the date of the Statement for the new retail transactions. Retail transactions shall mean transactions other than cash advances and all monthly instalments due under the Card Account. For example, for monthly instalment payment plan and auto balance conversion.

### **Changes in Service Fee and Other Charges**

17.1 The Bank shall be entitled at any time and from time to time change the rates or method of calculation of all fees and charges, minimum payments due, ta'widh (compensation) and any other applicable fees or levies imposed by giving twenty-one (21) calendar days' prior notice to the Cardholder. Notice of the change and the effective date of change may be done by posting a notice in the Bank's banking halls and/or on the Bank's website. The Bank may also (but is not required to) give this notice by:-

- (a) publishing the changes in a newspaper of the Bank's choice; and/or
- (b) inserting the notice of change in the Statement; and/or
- (c) by dispatching the notice by hand or courier; and/or
- (d) posting the notice to the Cardholder by ordinary or registered post; and/or
- (e) sending the notice by SMS or electronic mail or other forms of instant communication to the Cardholder.

17.2 The notice given by the Bank is deemed received by the Cardholder on the earlier of the following:-

- (a) the date the notice is posted in the Bank's banking halls or Bank's website; or
- (b) the date of first publication in a newspaper of the Bank's choice; or
- (c) at the time of delivery, if delivered by hand or courier; or
- (d) seven (7) calendar days after: (a) the date of posting of the Statement (which contains the notice of change); or (b) the date of posting of the notice to the Cardholder; or
- (e) immediately, at the time the notice is sent to the Cardholder, if sent by facsimile, e-mail or other forms of instant communication (including SMS and voice recording).

### **Signature on The Card and Compliance with Laws**

- 18.1 **IMMEDIATELY** upon the Cardholder's receipt of the Card, the Cardholder must sign the Card using the same signature provided to the Bank during the Card application and activate the Card. Activation of the Card shall constitute binding and conclusive evidence of the Cardholder agreeing to these terms and conditions.
- 18.2 The Card is not transferable and can only be used by the Cardholder. The Card cannot be given to or held by any other person as security for any purpose whatsoever.

- 18.3 The Cardholder can cancel the Card by written notice to the Bank. Upon cancellation, the Cardholder must cut the Card in halves across the magnetic strip and across the microchip embedded in the Card. The Cardholder remains liable for all Card transactions before the Bank receives written notice of cancellation.
- 18.4 The Cardholder must ensure that it complies with all laws regarding the use of the Card and not use it for any unlawful or illegal purposes. This includes not using the Card for any illegal “online” trading of currencies or instruments involving or referencing currencies with a non-resident counterparty, betting or purchasing illegal goods and/or services. Further, the Cardholder must comply with foreign exchange laws and other regulations of Bank Negara Malaysia including Foreign Exchange Policy Notices 3 and 4 which are set out and explained at <https://www.cimb.com.my/en/personal/important-notice/2021/foreign-exchange-notice-3-fen-notice-3-and-notice.html>. In particular, please note the prohibition on any investment in foreign currency asset exceeding RM1 million equivalent in aggregate (based on the investment made by the Cardholder as an individual as well as sole proprietorship and general partnership under the Cardholder) per calendar year. Some common types of investment in foreign currency asset include conversion of Ringgit Malaysia for (i) online trading of currencies or derivatives (ii) deposit in foreign currency account outside Malaysia (other than for education, employment or migration outside Malaysia), (iii) deposit in foreign currency account in Malaysia; and (iv) investment in foreign currency denominated securities onshore and offshore. The Cardholder is advised to read and understand the Foreign Exchange Policy Notices – Notice 3 and Notice 4 and ensure all activities performed using the Card comply with the Foreign Exchange Policy Notices – Notices 3 and Notice 4 at all times.

#### **Telecommunication Instructions and Service of Notice(s)**

- 19.1 In all matters relating to the Card, the Bank may also rely on the Cardholder’s telephone instructions to do the following:-
- (a) change of mailing address; or
  - (b) activation of PIN; or
  - (c) reporting of lost card; or
  - (d) replacement of lost or damaged cards; or
  - (e) changes in credit limit; or
  - (f) other transactions which the Bank may agree to.
- 19.2 Before accepting instructions over the telephone, the Bank will through its representative verify the identity of the Cardholder and may require the Cardholder to provide personal details.
- 19.3 Except for reporting a lost Card, the Bank may ask the Cardholder to provide a written confirmation of the Cardholder’s instructions before taking any action.
- 19.4 The Bank shall not be liable for any loss suffered by the Cardholder by obeying or failing to obey the Cardholders’ telephone instructions unless the Cardholder shows that the Bank acted with gross negligence or with wilful default.
- 19.5 The Cardholder agrees that:-
- (a) telephone conversations between the Cardholder and the Bank's representative may be recorded; and
  - (b) the Cardholder is to be solely responsible if unauthorised third parties overhear such conversations.
- 19.6 The Bank is also allowed to act on other instructions given by facsimile or other electronic or telecommunication methods, and the Bank may rely on any request made by the Cardholder to any merchant to charge to the Card, to debit the Card with such amount charged.
- 19.7 The Bank may (but is not required to) send notifications or other communication to the Cardholder by ordinary post, hand, courier service, facsimile, electronic mail (“e-mail”), telephone, short messaging system (“SMS”) services or by any other means it deems fit. Notifications can be by way of voice recordings, text or other electronic messages and may be sent to the Cardholder’s mailing address, e-mail address, mobile phone number or other contact details in the Bank’s record. Notification by the Bank to the Cardholder may include notices in relation to the (i) suspension, cancellation or changes to the Cardholder’s credit limit, (ii) the cancellation or suspension of the Card and/or any services offered under the Card, (iii) the Bank’s refusal to

issue a new replacement Card and (iv) reminders of minimum payment due, payment due dates, demand for payment, promotions and other information. The notification is effective and deemed to have been received by the Cardholder in the same way provided for in Clause 17.2.

19.8 The Cardholder is responsible to ensure notices and/or communication from the Bank are not read or accessed by any third party. The Bank shall not be responsible in any manner for (i) any embarrassment caused or for any loss or damage, if such notices and/or communication from the Bank are read or accessed by any third party; and (ii) any other loss or damage suffered by the Cardholder caused by any:-

- (a) error in transmission;
- (b) inaccuracy, incompleteness, delay, non-delivery or wrongful transmission to any third party;
- (c) improperly-accessed information, or wrongful or unauthorised use or interpretation of the information sent; and
- (d) claim for libel or slander arising from any information sent

unless the Cardholder shows they arise from and are caused directly by the Bank's gross negligence or wilful default.

19.9 Notifications may be sent in Bahasa Malaysia, English or other languages the Bank chooses.

19.10 The Cardholder must notify the Bank promptly if there is any change of the Cardholder's (i) mailing address(es), (ii) e-mail address(es), (iii) telephone number(s) and/or (iv) other particulars recorded with the Bank, via channel allowed by the Bank, to ensure that all notices and/or communications reach the Cardholder in a timely manner.

#### **Termination and/or Suspension of The Card**

20.1 The Card is owned by the Bank and must be immediately returned upon request. The Card and any related services may be withdrawn, suspended and/or cancelled at any time by the Bank giving adequate prior notice even though no default has occurred.

20.2 The Bank may also by giving notice to the Cardholder, immediately, withdraw, suspend and/or cancel the Card and/or any Card related services upon any of these events occurring (even though the Bank may have previously allowed these events to happen without consequence):-

- (a) the Cardholder fails to pay any money due arising from the Card, to the Bank, whether formally demanded or not;
- (b) the Cardholder committed or threatens to commit a breach of these terms and conditions or terms and conditions of the Cardholder's Other Accounts;
- (c) the Cardholder becomes bankrupt or someone has applied to court to make the Cardholder a bankrupt;
- (d) a court order is issued against any property of the Cardholder and is not settled within twenty-one (21) calendar days from the date of the court order;
- (e) information given by the Cardholder to the Bank is found to be false or inaccurate;
- (f) a receiver is appointed in respect of all or part of the Cardholder's assets, a creditors' meeting has been called by the Cardholder's creditors, if the Cardholder had entered into any scheme of repayment, arrangement or composition (voluntary or otherwise) with any creditor, or if the Cardholder had gone to AKPK (Agensi Kaunseling dan Pengurusan Kredit) for assistance;
- (g) a judgement debt is obtained against the Cardholder and not settled within seven (7) calendar days from the date of the judgement;

- (h) there has been a default of payment due under the Mastercard and/or Visa Card Account and/or any of the Cardholder's Other Accounts with the Bank or CIMB Bank Berhad including if the Cardholder defaults on any payment obligation for any banking, financing, loan or other credit facilities with the Bank or CIMB Bank Berhad in any manner whatsoever including but not limited to liability of the Cardholder as surety(ies) or guarantor(s);
  - (i) an event has occurred or a situation has arisen which, in the opinion of the Bank, may prejudice the ability of the Cardholder to comply with these terms and conditions;
  - (j) the Cardholder becomes insane or dies;
  - (k) if the Bank no longer knows the whereabouts of the Cardholder;
  - (l) if the Cardholder breaches any laws or regulations in relation to the use of the Card (including illegal activities such as illegal online betting);
  - (m) if in the Bank's view there is a deterioration in the Cardholder's creditworthiness;
  - (n) If due to the Cardholder's domicile, nationality, residency status, tax status, or any other relevant status, by allowing the Cardholder to continue to use the Card, the Bank might breach any applicable law or regulations, its internal requirement, policies or its usual business practice and procedures;
  - (o) If due to any law or change of any law or regulatory requirement (whether or not having the force of law), it might become unlawful or the Bank is prevented from allowing the Cardholder the continued use of the Card;
  - (p) If any regulatory authority or other fiscal or monetary authority (whether or not having the force of law) requests the Bank to stop the Cardholder's use of the Card; or
  - (q) if suspicious or abnormal transactions are being carried out on the Card and the Bank is of the opinion that suspension and/or termination is reasonably required to prevent fraudulent or unauthorized transactions.
- 20.3 The Bank does not have to give any reason for withdrawing, suspending and/or cancelling the Card and/or any Card related services.
- 20.4 The Cardholder must pay for all transactions charged to the Card until the Bank has formally terminated or cancelled the use of the Card in its records.
- 20.5 Only if a Card is cancelled within three (3) months from the payment of the annual fee (if any) will the annual fee paid be refunded to the Cardholder on a pro-rated basis. In all other cases there shall be no refund or partial refund of any annual fees paid.
- 20.6 If the Card is terminated and/or suspended by the Bank pursuant to these terms and conditions, the Supplementary Card shall also be terminated and/or suspended with immediate effect.
- 20.7 Even though the use of the Card has been withdrawn, suspended and/or cancelled, these terms and conditions shall still apply and the Bank shall continue to impose payable facility charges (for so long as any of the Services is available) and/or ta'widh (compensation) and any other applicable fees and charges (if any) on all monies which remain due and unpaid and debit these monies and charges to the Card Account which the Cardholder must pay.

#### **Theft or Loss or Fraudulent Use of The Card and the Mobile Device**

##### **21.1**

- (a) Unless otherwise agreed by the Bank, the Cardholder must pay all charges incurred for goods and services and all cash advances obtained through the use of the Card.

The Cardholder must take the utmost care and precaution to keep secret and secure and the Cardholder's PIN, OTP and/or TAC sent to the Mobile Device to ensure that the Card does not get used fraudulently. The Cardholder's duties include:-

- never allowing anyone else to use the Card and the Mobile Device/Primary Device.
- regularly check that the Card and the Mobile Device/Primary Device is still in his possession and custody.
- never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from his Card.
- never disclosing or allowing any third party to have access to any OTP and/or TAC.
- never writing the PIN down in a way which can be understood by someone else.  never disclosing the Card details or PIN to anyone else.
- not letting the Card out of the Cardholder's sight.

The Cardholder must notify the Bank:-

- (i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;
- (ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and
- (iii) immediately when the Cardholder's Mobile Device's number changes.

(b) The Cardholder will be liable for:-

- (i) PIN-based unauthorised transactions, if the Cardholder: -
  - (aa) acts fraudulently;
  - (bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;
  - (cc) voluntarily discloses the PIN to another person; or
  - (dd) recorded the PIN on the Card, or on anything kept close to or with the Card.
- (ii) unauthorised transactions which require signature verification or the use of a contactless Card, if the Cardholder: -
  - (aa) acts fraudulently;
  - (bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card; (cc) left the Card unattended or failed to keep the Card safe; or (dd) voluntarily allows another person to use the Card.
- (c) If the Cardholder is not satisfied with the Bank's decision relating to unauthorised transactions and/or any other matter, the Cardholder may refer the dispute to the Ombudsman for Financial Services to resolve the dispute. When the Cardholder's reported lost or stolen Card is found, the Card can no longer be used and the Cardholder must immediately cut the Card in halves across the magnetic strip and across the microchip in the Card.
- (d) The Bank is not required to issue a replacement Card to the Cardholder after it is lost or stolen. However, if the Bank decides to issue a replacement Card, the Bank's prevailing Card Replacement Fee, as published on the Bank's website, must be paid. The Card Replacement Fee payable depends on whether the Card is lost or stolen for the first time or whether the Card has been lost more than once. The Bank may refuse to replace the Card if the Card has been lost more than two times. If a Card needs to be replaced because the Card is faulty or due to system enhancements by the Bank, no Card Replacement Fee will be charged.
- (e) If a replacement Card is issued, all monies and charges owing under the old card will be transferred to the new Card.
- (f) Where there is any loss or theft of the Card or disclosure of the PIN to any person, the Cardholder must within seven (7) calendar days from the Bank's request, provide the following to the Bank:-
  - (i) a copy of the police report; and/or
  - (ii) a written confirmation made by the Cardholder of the loss or theft or disclosure of the PIN, as the case may be.

## Renewal of The Card

- 22.1 When the Card expires, the Bank is not required to issue a new replacement Card and may, by giving adequate prior notice, without having to assign any reason to the Cardholder, refuse to issue a new Card. However, if the Bank decides to issue a new Card, all monies and charges owing under the expired card shall be transferred to the new Card.

## Credit Limit

- 23.1 The Bank will set a credit limit for the Card when the Card is first issued to the Cardholder. The Cardholder must not incur any spending on the Card which will cause the credit limit to be exceeded unless the Cardholder first gets the written approval of the Bank. The Cardholder shall not exceed the prescribed credit limit assigned/ established by the Bank unless prior approval to exceed this limit is obtained by the Cardholder from the Bank. The Cardholder further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the credit limit to be exceeded in aggregate.
- 23.2 Where Supplementary Card(s) have been issued, the credit limit is to be shared by the principal card with these cards and the Cardholder must make sure that the total spending under all these cards do not exceed the set credit limit.
- 23.3 The Bank may upon the Cardholder's request alter the credit limit assigned to the Card. If the Bank agrees to the Cardholder's request, the Bank shall inform the Cardholder of the altered credit limit and the Bank shall be entitled to charge an additional charge for every approved additional credit limit as set out in paragraph D of Schedule One hereof. The Bank may approve or reject the Cardholder's request at its sole discretion without having to give any reason for its decision. The Bank may at its absolute discretion waive or grant rebates on the additional charges or part thereof. In addition, the Bank may also grant further rebates in accordance with Bank Negara Malaysia guidelines on tiered pricing.
- 23.4 The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all charges even if the credit limit is exceeded.
- 23.5 The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time give notice to the Cardholder to reduce the credit limit for the Card, without giving any reason.
- 23.6 The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.
- 23.7 If any of the events in Clause 20.2 above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit..
- 23.8 The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction.

## Records of Transaction and Billing Currency

- 24.1 Any:-
- (a) sales draft, transaction record, credit voucher, cash disbursement and/or other charge record, recorded electronically or otherwise; and/or
  - (b) record by the Bank of cash advances made or any other transactions using the Card (including records of mail order, telephone, internet or other electronic transactions),

can be relied on by the Bank as evidence of charges properly incurred by the Cardholder even though they may not have the Cardholder's signature on it or if there is a signature, it is different from the signature in the Bank's record. The records of the Bank shall be conclusive and binding on the Cardholder for all purposes, unless the Cardholder can show there is manifest error in the Bank's records. If the Bank receives indisputable



documentary evidence that shows that a Card transaction was fraudulent and the Cardholder did not contribute to the fraud by the Cardholder's acts and/or omissions and the Cardholder had complied strictly with these terms and conditions, the Bank may release the Cardholder from liability to pay the fraudulent transaction.

24.2 All transactions (including cash advance) made in a foreign currency other than Ringgit Malaysia (RM) shall:-

- (a) be converted into Ringgit Malaysia (RM) at the exchange rates set by the card scheme operators such as MCI and/or VISA at the date the transaction is posted onto the Card Account; and
- (b) be subject to an administration charge of 1% of the amount transacted and added to the foreign exchange conversion above at the date the transaction is posted onto the Card Account; and
- (c) be subject to any fee as may be charged and conclusively determined by MCI and/or VISA.

The rate of currency exchange and fees charged by MCI and/or VISA fluctuate daily and are as published on their webpages. The Bank can increase or otherwise change the administration charge by giving the Cardholder twenty-one (21) calendar days' notice, before the change.

### Statement of Account

25.1 The Cardholder agrees that:-

- (a) Statements relating to the use of the Card will be sent monthly to the Cardholder's mailing address/ e-mail address as per the Bank's record. Statements shall be deemed received by the Cardholder in the same way provided for in Clause 17.2;
- (b) upon receipt of the Statement the Cardholder must carefully read and examine all entries in the Statement and any error or discrepancy in the Statement must be notified to the Bank immediately. If the Cardholder does not inform the Bank promptly (notification will be regarded as having been made promptly if it is no later than fourteen (14) calendar days from the date that the Statement is deemed received), the Cardholder will be deemed to have conclusively accepted the contents of the statement as true and correct and may not be entitled to have any errors or discrepancies corrected; and
- (c) the Bank may select any day of the month as the monthly statement date.

25.2 The Bank is not required to provide records of transactions, statements or sales slips relating to transactions which have occurred more than twelve (12) months before the Cardholder's request.

25.3 Regardless of what is stated in the Cardholder's Statement regarding "minimum payment" or "due dates" for payment, all monies owing on the Card Account including service fee and ta'widh (compensation) becomes **immediately** due and payable when:-

- (a) the Bank terminates the use of the Card or refuses to issue a replacement Card; or
- (b) the Cardholder terminates the use of the Card.

### Ta'widh (Compensation)

26.1 If any sum due is not paid on time, the Cardholder must pay to the Bank by way of ta'widh (compensation) calculated based on actual cost up to the rate of one per centum (1%) on the unpaid balance arising from retail transactions (subject to a minimum of RM10.00 and maximum of RM100.00) or at any rate as may be approved by Shariah Advisory Council of Bank Negara Malaysia from time to time and all sums so recovered by the Bank shall be applied at the Bank's discretion in such manner as approved by the Shariah. This ta'widh (compensation) shall be payable before, as well as after any court order or judgment is obtained. The amount of compensation (ta'widh) shall however not be compounded.

26.2 Ta'widh (compensation) will still be imposed even after the termination of the use of the Card.



- 26.3 The Bank may give you a grace period of four (4) calendar days to pay if the payment due date falls on a weekend or a public holiday.

### Account Closure

- 27.1 The Cardholder's Card Account can be closed and the use of the Card terminated upon the Cardholder's request or by the Bank giving the Cardholder adequate prior notice. No fees will be imposed for the closure or termination. If the Cardholder has a credit balance, the Bank shall, depending on the principal Cardholder's instructions, (i) refund such credit balance by crediting the amount to the Cardholder's Other Account, or (ii) make such refund in any other way deemed appropriate by the Bank. Funds transferred to a nominated bank account via IBG or instant transfer services shall be subject to the prevailing fees and charges arising from such transfer.

### Application of Payments

- 28.1 All payments to be made to the Bank must be in Ringgit Malaysia (RM) and shall only be deemed received when the funds have been actually credited into the Bank's account. Payments made by the Cardholder to the Bank whether by direct debit from the Cardholder's Other Accounts or otherwise will be applied in the following order:-
- (a) in or towards payment of all service fee including Yearly Facility Charges; and
  - (b) in or towards payment of all ta'widh (compensation); and
  - (c) in or towards payment of all other fees including legal fees and other charges; and finally
  - (d) in or towards those balances (i.e. items appearing in the Statement) with the highest facility charges first which would result in the least rebate to the Yearly Facility Charges.
- 28.2 The Cardholder may not deduct payments due from the Cardholder to the Bank against claims and/or set-offs which it is claiming against the merchant and/or the Bank.
- 28.3 The Bank is also authorised (but not required to) transfer payments from one credit card account to another credit card account (for all accounts within the same principal Cardholder) to regularise any outstanding arrears in the other accounts.

### Waiver

- 29.1 In accepting late payments, partial payments or any payments marked as "payment in full" the acceptance shall not operate as a modification of these terms and conditions or waiver of any of the Bank's rights and the Bank may proceed to enforce all of its rights under in these terms and conditions, including recovery action for the full outstanding amount.
- 29.2 The rights of the Bank in these terms and conditions are cumulative and are in addition to its rights, available under law and may be exercised as many times as it deems fit. The Bank's rights can only be waived or varied by an express waiver or variation in writing. Any failure or delay in exercising rights shall not be treated as a waiver or variation of the Bank's right. A wrongful or partial exercise of the Bank's rights shall also not prevent the Bank from further exercise of those rights. Negotiations with the Cardholder or any other conduct by the Bank shall not be treated as a suspension of the Bank's rights or prevent the Bank from exercising such rights.

### Prepayment

- 30.1 If the Cardholder pays the Bank any amount exceeding the New Balance ("**prepayment**"), the Bank may ask the Cardholder to provide documentary evidence that the funds of the prepayment came from legitimate sources. Only when the Bank is satisfied of the legitimacy of such funds will such prepayment be utilised towards payment for purchases and transactions effected by the Card. Before the Bank is satisfied of the legitimacy of such funds:-
- (a) the Bank may suspend the use of the Card and/or decline any transaction attempted on the Card after prepayment; and

(b) any credit arising from the prepayment shall not be refundable to the Cardholder.

30.2 If prepayment is by way of funds from another financial institution by way of a “balance transfer” or similar arrangement, and the prepayment results in a credit balance in the Account, the Bank will refund this credit balance to such financial institution.

#### **Automatic Payment From Cardholder’s Other Accounts**

30A.1 The Bank is irrevocably authorized to debit any of the Cardholder’s accounts nominated by the Cardholder for the amounts incurred on or owing under the Card. If the Cardholder selects a CIMB Bank Berhad [197201001799(13491-P)] (“**CIMB Bank**”) account for debiting, the Bank will notify CIMB Bank on the Cardholder’s instruction. The said direct debit shall be subject to the following terms and conditions:-

- (a) The Cardholder must have enough funds in the account to settle the amount owing under the Card. If the account is a current account, the Cardholder has the responsibility to ensure that there is enough funds in that account to honour cheques drawn on such account after the automatic debit is carried out and the Bank shall not be liable for any embarrassment or losses suffered arising from any remarks placed on the return cheque(s) (*such as the cheque is returned due to insufficient funds*). If charges are imposed on carrying out automatic debit instructions, such charges shall be imposed and may not be refundable even if the instructions cannot be carried out due to insufficient funds.
- (b) The Bank shall not be liable if the Bank is unable to carry out the automatic debiting or to follow such instructions for reasons not caused directly by the Bank or which are beyond the Bank’s reasonable control or if there are operational and/or system errors or malfunctions in the Bank’s system not caused directly by or arising from the Bank’s gross negligence or wilful default.
- (c) The Cardholder must give the Bank two (2) weeks advance written notice before the Cardholder changes the automatic debit authorization and/or standing instruction.
- (d) The automatic debit will not be carried out if there are insufficient funds in the Cardholder’s nominated account and the Bank shall not be obliged to try to debit the said account again for the outstanding amounts owing or due under the Card. The Cardholder shall be responsible to make the necessary arrangements to effect settlement of the amounts owing under the Card.
- (e) The Bank may terminate the automatic debit authorization for future payments by giving the Cardholder twentyone (21) calendar days’ advance written notice
- (f) Automatic debit authorization shall remain effective for the protection of the Bank for payments made in good faith even after the Cardholder’s death or bankruptcy until the Bank’s receives actual notice of the Cardholder’s death or bankruptcy.

#### **Set-Off**

31.1 The Bank may, by giving the Cardholder seven (7) calendar days’ prior notice, exercise any right of set off on the Cardholder’s Other Accounts, and any joint account of the Cardholder with any Supplementary Cardholder(s) held with the Bank. This right may be exercised by combining, consolidating, setting-off and/or transferring any sum of monies standing to the credit of the Cardholder’s said account(s) towards settling all monies due to the Bank by the Cardholder. The right of set off can be applied between accounts even though the accounts may not be in the same currency (in this situation the Bank may carry out the set off with the necessary conversion of the foreign currency at the Bank’s prevailing exchange rates). Before carrying out any setting-off, the Bank shall have the right to withhold or suspend payment of any available funds in the Cardholder’s said account(s) against the Cardholder’s outstanding balance upon the issuance of the notice to the Cardholder.

## Legal Costs

- 32.1 The Cardholder shall pay all of the Bank's legal costs (including legal costs on a solicitor and client basis) and other expenses incurred in enforcing these terms and conditions.

## Force Majeure

- 33.1 The Bank shall not be liable or held responsible if the Bank is unable to carry out any of its obligations because of any failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or any other event which is in the nature of a force majeure. The Cardholder's liability for finance charges and other charges shall nevertheless continue to accrue and for the purpose of computing the facility charges payable to the Bank or establishing the due date for payment of facility charges and principal even if the Bank is not able to provide the Cardholder with a Statement for any period of time.

## Bank Not Liable for Acts of Merchants and Other Third Parties

- 34.1 The Bank is not responsible if any merchant, bank, MCI and/or VISA member institution refuses to accept the Card or there is any defect or deficiency in the goods or services supplied to the Cardholder. All disputes must be resolved directly between the Cardholder and the merchant or the supplier concerned and the Cardholder must not involve the Bank in the dispute. No claim by the Cardholder against any merchant or supplier may be the subject of any set-off or counter-claim against the Bank. The Cardholder agrees to pay for the charges posted to the Card Account and shall not withhold payment to the Bank because it has any complaint against any merchant or supplier. If the Cardholder wishes to return any goods or cancel services obtained against the

Card, all refunds must be by way of a credit note issued by the merchant or supplier to the Bank. Upon receipt of the

credit note, the Bank shall credit the refund back into the Cardholder's Card Account. No cash refunds are allowed.

- 34.2 The Bank is also not responsible for losses incurred or any embarrassment or inconvenience suffered by the Cardholder if the Card is not accepted for cash advances, the Card is rejected by any ATM, the Card is not renewed, is restricted, cancelled, or its credit limit is reduced, or if the Bank has acted reasonably to protect its rights under and in these terms and conditions, unless caused directly by the Bank's gross negligence and wilful default.
- 34.3 The Bank will not be liable in any way for any loss or damage caused to the Cardholder, by VISA and/or MCI and/or its member institution. The Cardholder should handle any claim against or dispute with VISA and/or MCI and/or its member institution directly with such entity. If such a claim or dispute arises, the Cardholder may not withhold any payment to the Bank under these terms and conditions.

## Amendments

- 35.1 The Bank may vary (whether by modifying, adding to, deleting from or otherwise amending) ("**Amendment**") any of these terms and conditions by giving the Cardholder at least twenty-one (21) calendar days' prior notice before the Amendment is effective. Notice of the Amendment or any other communication or notice to the Cardholder may be carried out in any one of the following ways:-
- (a) by courier or hand delivery to the Cardholder; and/or
  - (b) by posting a notice in the Bank's premises; and/or
  - (c) by publication in one or more newspapers of the Bank's choice; and/or
  - (d) by inserting the notice in the Statement sent to the Cardholder; and/or
  - (e) by ordinary or registered post to the Cardholder; and/or
  - (f) by SMS or electronic mail or voice recording to the Cardholder or by posting the notice on the Bank's website.

Notices sent in the manner described above are deemed to have been received by the Cardholder in the same way provided for in Clause 17. The Amendments shall apply on an effective date specified by the Bank and shall apply to all outstanding balances in the Card Account. The Cardholder may cancel the card in accordance with Clause 18.3 if the Cardholder does not agree to the Amendments. By keeping the Card and/or using the Card after the effective date of the Amendment, the Cardholder is deemed to have accepted the Amendment without reservation.

35.2 These terms and conditions (and its Amendments) are intended as a complete statement of all of the contractual terms with regard to matters relating to the use of the Card and supersedes any previous agreements and understandings between the Bank and the Cardholder.

### Severability and Illegality

36.1 If any of the provisions of these terms and conditions become invalid, illegal or unenforceable under any law, the remaining provisions shall remain valid and enforceable and shall not in any way be invalidated or rendered unenforceable.

### Disclosure

37

(a) The Cardholder agrees, consents to and authorises the Bank to disclose any information relating to the Cardholder, the Cardholder's affairs and/or any accounts maintained by the Cardholder with the Bank to:

- its agents, service providers, auditors, legal counsel, professional advisors in or outside Malaysia;
- entities within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia,
- any person who has guaranteed or may guarantee or otherwise has provided security or may provide security for the use of the Card;
- the credit bureau established by Bank Negara Malaysia, and any other regulatory body or authority to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
- any person who is assisting the Bank in recovering any monies due from the Cardholder (including but not limited to debt collection agencies, its employees and agents);
- any merchant and any member institution of MCI and/or VISA and/or any other person or entity having a legitimate interest in the Cardholder;

for facilitating business, operations, provision of the Card/facilities and performance of the contract, services of or granted or provided by the Bank and/or the Group Companies to the Cardholder, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under these terms and conditions;
- any company and/or organisation that assists or facilitates the processing and/or fulfilment of transactions or instructions that the Cardholder has requested and/or given to the Bank; and

- such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Cardholder agrees that the consent given above cannot be withdrawn where such disclosure of the Cardholder's information is necessary for the provision of the Card and/or related services or the performance of the contract with the Cardholder to comply with contractual requirements or to comply with any legal requirements.

Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross selling purposes of the Bank and/or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected to by the Cardholder.**

The Bank may also disclose the Cardholder's information such as name and contact details (excluding the Cardholder's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from the Cardholder has been obtained.

However, the Cardholder may at any time revoke or withdraw the above consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Cardholder): Customer Resolution Unit, P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan; Call Centre No +603 6204 7788, e-mail: [cru@cimb.com](mailto:cru@cimb.com).

- (b) The Cardholder also authorises the Bank to disclose, publish or make a record of the Cardholder's personal data and any other information on the Cardholder which the Bank may possess for the following purposes:
- to lodge reports (including Police reports) and/or issue circulars and/or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardholder's personal particulars, particulars of accounts relating to the Card (including but not limited to the Cardholder's accounts and financial status) which the Bank deems necessary for the purpose of recovering any monies owing by the Cardholder;
  - to check the credit standing of an applicant for the Card and/or the Cardholder's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain there from such information as may be required by the Bank, whether by way of oral communication or through documents; and
  - to disclose to the principal and/or Supplementary Cardholder(s) any information as to the credit standing of an applicant for the Card and/or the Cardholder's personal particulars, dealings and credit standing and any information which the Bank deems fit concerning all the Cardholders' accounts with the Bank.

The Bank will not be liable for any loss or damage or embarrassment suffered by the Cardholder arising from the disclosure, even if the information is incorrect unless caused directly by the Bank's gross negligence or wilful default.

- (c) The Cardholder hereby agrees and expressly authorises and invites the Bank's employees, independent contractor, representatives and/or agents to contact the Cardholder from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.
- (d) In addition to the Bank's rights under sub-clause 37(c) above, the Bank is authorised to contact and/or notify the Cardholder by post and/or electronic mail and/or telephone and/or short messaging service (SMS) and/or courier service and/or any other reasonable mode of communication selected by the Bank based on existing mailing address(es), e-mail address(es), telephone number(s) and/or any other contact particulars of the Cardholder deposited or recorded with the Bank. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the Card and/or Cardholder's Other Accounts and/or any MCI and/or VISA account and/or any information relating to any services, benefits, promotions, programmes of the Bank and/or of any other party held jointly or in conjunction with the Bank.

## Further Documents

38.1 The Cardholder agrees to sign all extra documents or assurances to better secure the Bank's position if requested by the Bank.

## Service of Court Process and Change in Particulars

39.1 Service of any court process or delivery of cheque, bank draft, cashier's order or the Card or any other document or item may also be carried out by ordinary post or by hand or by courier service to the last known mailing address of the Cardholder in the Bank's record. Documents shall be deemed received seven (7) calendar days after posting if it is sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be carried out in any other manner allowed by the law.

## Conclusive Evidence Certificate

40.1 Any certificate, notice or demand signed on behalf of the Bank by any bank officer or any lawyer or law firm acting for the Bank in relation to any matters relating to the Card, including the amount due and owing to the Bank, shall be conclusive evidence against the Cardholder for all purposes (including legal proceedings), unless there is manifest error.

## Cancellation / Suspension Because of Terrorism or Other Change in Circumstances

41.1 Additionally, the Bank may also:-

- (a) suspend the Card; and/or
- (b) cancel the Card; and/or
- (c) declare that all or any principal, facility charges and other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable

if there has been a change in circumstances or any event or series of events (including acts of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity) occur in or outside Malaysia which in the opinion of the Bank:-

- i. renders it riskier, more costly or more inconvenient for the Bank to continue to make available the Card for the Cardholder's use or to comply with its obligations under these terms and conditions; or
- ii. could affect the ability or willingness of the Cardholder to comply with these terms and conditions or makes it improbable that the Cardholder would be able or willing to do so.

## Suspense Account

42.1 To ensure that the Bank is able to claim the full amount of any debt due to it, the Bank may place any monies received, recovered or realised in a separate account for the Cardholder without any obligation to use it to discharge all or any part of the debt owing to the Bank.

## Agensi Kaunseling Dan Pengurusan Kredit (AKPK)

43.1 For financial counselling needs, the Cardholder is encouraged to approach AKPK which has been established by Bank Negara Malaysia to provide free services on money management, credit counseling, financial education and debt restructuring for individuals. AKPK can be reached at +603 2616 7766 or the Cardholder may visit their website at [www.akpk.org.my](http://www.akpk.org.my) for more information on financial counseling.

## Appointment of Agents

44.1 The Bank may appoint any agent it deems fit to collect monies owing by the Cardholder after giving the Cardholder seven (7) calendar days' prior notice. The Bank shall also inform the Cardholder of the name and contact details of the appointed third-party agent or the third party to whom the Bank has outsourced the collection to.



- 44.2 The Bank shall be entitled at any time to sell, transfer or assign all or any part of its rights, title, interest, benefits and obligations under these terms and conditions including but not limited to the right to sell outstanding amounts under the Card Account to any other party by providing the Cardholder with at least seven (7) calendar days prior notice.

### **Successors**

- 45.1 These terms and conditions are binding on the heirs, personal representatives, estate, and successors-in-title of the Cardholder and on the successors-in-title and assigns of the Bank.

### **Reconstruction of The Bank**

- 46.1 The Cardholder's obligations and liabilities shall continue even after any amalgamation, reconstruction or change in or of the constitution of the Bank.

### **Time of The Essence**

- 47.1 Time wherever mentioned shall be the essence of in these terms and conditions.

### **Law Applicable, Jurisdiction and Shariah**

- 48.1 These terms and conditions shall be governed by and interpreted in accordance with the laws of Malaysia and any disputes arising from them shall be heard by the Courts of Malaysia.
- 48.2 These terms and conditions are intended to be wholly Shariah-compliant. The Cardholder and the Bank agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah (as determined by the Shariah Advisory Council of Bank Negara Malaysia). The Cardholder also agrees that the Card shall not be used for non-Shariah compliant transactions. However, if the Card is used for any transaction with any non-Shariah compliant merchants, the Bank is permitted to honour the transaction based on the Shariah principle of 'Umum Balwa'. 'Umum Balwa' refers to an unfavourable widespread situation affecting most of the people or a prohibited element affecting most people and difficult to avoid.
- 48.3 If the Card is used by the Cardholder to purchase or use non-Halal goods and services, it is the responsibility of the Cardholder himself and it is beyond the accountability of the Bank. The Bank shall also be entitled to terminate the Card immediately without prior notice or liability to the Cardholder if the Card is found to be used for non-Shariah compliant transactions.

### **Exclusion of Liability**

- 49.1 The Bank shall not be liable to the Cardholder for any losses (including any loss of charged fees, expenses incurred, loss of contracts or profits or other consequential loss, whether direct or indirect) howsoever suffered (unless they arise from and are caused directly by way the Bank's gross negligence or willful default) in relation to the Cardholder's use of the Card including but not limited to damage or loss suffered in respect of any statement, representation or implication relating to or arising from any non-renewal or cancellation of the Card or any revocation, suspension or restriction of the use of the Card by the Cardholder.

### **Superseding Agreement**

- 50.1 All previous agreements or arrangements, if any, made between the Bank and the Cardholder, either written or verbal, are hereby cancelled and superseded by these terms and conditions.

### **Publication of This Agreement on Bank's Website**

- 51.1 These terms and conditions are published on the Bank's website [www.cimb.com.my](http://www.cimb.com.my) (or such other website which the Bank notify the Cardholder from time to time by giving adequate notice). If the Bank amends any of these terms and conditions, the amended and updated version will be published on the Bank's website.



## Complaint

52.1 If you have any feedback and/or complaints please contact the Bank's Customer Resolution Unit ("CRU"). They can be reached at the contact details below:-

Customer Resolution Unit (CRU) P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan  
Tel: +603 6204 7788  
e-mail address: [cru@cimb.com](mailto:cru@cimb.com)

## Privacy Clause

53.1 The Cardholder confirms that he/she has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimb.com.my](http://www.cimb.com.my)) and the clauses herein, as may relate to the processing of the Cardholder's personal information. For the avoidance of doubt, the Cardholder agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.

53.2 If the Cardholder provides personal and financial information relating to third parties, including information relating to the Cardholder's next-of-kin and dependents (where the Cardholder is an individual) or information relating to the Cardholder's directors, shareholders, officers, individual guarantors and security providers (where the Cardholder is a corporation), for the purpose of opening or operating the Cardholder's account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Cardholder (a) confirms that he/she has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with in these terms and conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of

any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate in these terms and conditions should such consent be withdrawn by any of the said third parties.

53.3 Where the Cardholder instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Cardholder's behalf, the Cardholder agrees to the above said disclosures on behalf of the Cardholder and others involved in the said cross-border transaction.

53.4 The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, Financial Information Services (FIS) and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Cardholder's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of Cardholder's portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under in these terms and conditions. The Cardholder will be linked by credit reporting/reference agencies to any other names the Cardholder uses or have used, and as joint and several applicants. The Bank may also share information about the Cardholder and how the Cardholder manages the Cardholder's account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.

53.5 Even after the Cardholder has provided the Bank with any information, the Cardholder will have the option to withdraw the consent given earlier, except where such disclosure of the Cardholder's information is necessary for the provision of the Card and/or related services or the performance of the contract with the Cardholder to comply with contractual requirements or to comply with any legal requirements.

53.6 For the purposes of this Clause 53, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence

operating outside Malaysia, and the use of the words “the Bank” and “the Bank’s” are to be read as references to the CIMB Group.

53.7 This clause 53 shall be without prejudice to any other provision clause in in these terms and conditions which provides for the disclosure of information.

### **Tax(es)**

54.1 Upon activation of any Principal and Supplementary Card, each Card shall be charged the prevailing service tax as disclosed at [www.cimb.com.my](http://www.cimb.com.my) and the Bank’s Product Disclosure Sheet (PDS) for the Card. All fees and charges stated herein are inclusive of service tax for which the Cardholder shall be liable and the Bank is authorised to debit this from the Cardholder’s Card Account.

### **Indemnities**

55.1 The Cardholder agrees to indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis incurred by the Bank in enforcing its rights under these terms and conditions) which the Bank may sustain or incur arising from:-

- (a) the Cardholder’s failure to comply with any of these terms and conditions including any breach of any of the Cardholder’s obligations to the Bank; and/or
- (b) the Cardholder’s breach of The Applicable Laws and Regulations [as defined in Clause 4A(a)] which shall include foreign exchange laws and other regulations of Bank Negara Malaysia in relation to the use of the Card; and/or
- (c) providing the Autobill Service and any Card related services or, acting on the Cardholder’s verbal, faxed or other electronic or telecommunicated instructions, , unless the Cardholder shows such loss, cost, damage, expense, claim or demand is caused directly by the Bank’s gross negligence or wilful default.

### **SCHEDULE ONE**

(which is to be taken and construed as an integral part of these terms and conditions)

### **THE ADDITIONAL TERMS AND CONDITIONS FOR CIMB PLATINUM-I CREDIT CARD, CIMB PETRONAS PLATINUM-I CREDIT CARD, CIMB PETRONAS VISA PLATINUM-I CREDIT CARD, CIMB PETRONAS VISA INFINITE-I CREDIT CARD AND CIMB PREFERRED VISA INFINITE-I CREDIT CARD**

(Referred to in Section 6)

### **A. TAKAFUL IKHLAS GENERAL BERHAD AIR FLIGHT TRAVEL PA TAKAFUL TERMS and CONDITIONS**

#### **Important Notice**

The Bank has gratuitously obtained Takaful coverage for the benefit of CIMB’s Cardholders. No payment has been made by the Cardholders to CIMB. However, this shall not in any way create any legal relationship between CIMB Islamic Bank Berhad (the Certificate holder) and the Cardholders.

The Certificate holder shall not be under any liability whatsoever to Cardholders for any matter relating to this Takaful cover, whether due to anything done or omitted to be done by the Certificate holder or any of its employees, servants or agents in connection with his Takaful cover or the relevant Master Certificate. The Certificate holder also does not accept any responsibility for nor give any warranty whatsoever as to the validity of the Master Certificate or in connection with the rights of the Participant or any person thereunder. Every Cardholder shall be deemed to have accepted the contents of the Master Certificate and be bound by its terms.

All claimants shall observe the contents of the Master Certificate in order not to prejudice any claim under it. No claimant shall have any right of recourse or action against the Certificate holder.

This Takaful is for the benefit of CIMB Islamic Bank Cardholders (the Participant) under a Master Certificate issued by Takaful Ikhlas General Berhad (“TIGB”) to CIMB Islamic Bank Berhad (the Certificate holder), a copy of which is

available for viewing at TIGB's office at **Takaful Ikhlas General Berhad**, IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi 59200, Kuala Lumpur. (Tel: +603-2723 9696 Fax: +603-2723 9998) or at its website.

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

### **Definitions of Words**

1. Participant shall mean: 1.1 Under Sections I & II - 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 Certificate holder in Malaysia who has not attained the age of sixty-five (65) years;
  - 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 Certificate 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 Certificate holder.
- 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 sixty-five (65) 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. 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 Participant's Scheduled Flight ticket.
3. 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.

## **SECTION I - DEATH AND PERMANENT DISABLEMENT**

### **Operation of Takaful Coverage**

1. The contingencies against which Takaful is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the Covered 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) or 4511 (Air Carrier, Airlines) to a card maintained by the Cardholder with the Certificate holder 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.

## SCHEDULE OF BENEFITS

(A) Flight and Travel Accident Cover in the event the Participant suffers bodily injury as defined, TIGB shall pay compensation as follows:

<b>Bodily Injury Resulting Solely And Independently Of Any Other Cause In:</b>	<b>Platinum (RM) Sum Covered</b>
Loss of life	1,000,000
Loss of both hands or both feet	1,000,000
Loss of one hand and/or one foot	1,000,000
Loss of entire sight of both eyes	1,000,000
Loss of entire sight of one eye	1,000,000
Loss of entire sight of one eye and one hand or one foot	1,000,000

**Notes:** The maximum for all losses paid to any one Covered 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 Certificate holder to the same Covered Person obligate TIGB to pay to the said Participant 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 Certificate, the Covered 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 Certificate.

If the body of the Covered Person has not been found within one (1) year of the disappearance, sinking or wrecking of the Carrier in which the Covered Person was travelling in at the time of the Accident, it will be presumed subject to the terms of this Certificate, that the Covered 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 Covered 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 TIGB for such claim, the Covered Person is found to be living, the Covered Person shall make full refund to TIGB.

## Conveyance Limit

TIGB's maximum aggregate liability shall be RM6,000,000 for any one Accident. In the event that an Accident involves more than one Covered Person and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Covered Person, then the amount payable for each Covered Person shall be pro-rated accordingly.

## SECTION II - TRAVEL INCONVENIENCE BENEFIT

### Operation of Takaful Coverage

1. The Takaful coverage for the Covered Person shall operate only when he is taking a trip during the Period of Takaful 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) or 4511 (Air Carrier, Airlines) to a card maintained by the Cardholder with the Certificate holder

## 2. SCHEDULE OF BENEFITS

### 2.1 Flight Delay

If the Covered Person's confirmed Scheduled Flight is delayed and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual departure time of the Scheduled Flight, TIGB 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 Covered Person had been at the airport at the time of such flight delay.

<b>Platinum Card</b>
Up to RM1,000
Limit per family
RM2,000

### 2.2 Missed Flight Connection

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of his incoming flight, TIGB 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 Covered Person shall be at the airport at the time of such missed flight connection.

<b>Platinum Card</b>
Up to RM1,000
Limit per family
RM2,000

### 2.3 Accompanied Flight Luggage Delay

If the Covered Person's accompanied check-in flight luggage is not delivered to him within six (6) hours of the Covered Person's actual arrival at the abroad scheduled destination point of his Scheduled Flight, TIGB 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 Covered Person was travelling at the time of the occurrence.

<b>Platinum Card</b>
Up to RM1,000
Limit per family
RM2,000

### 2.4 Accompanied Flight Luggage Loss

If the Covered Person's accompanied check-in flight luggage is not delivered to him within forty-eight (48) hours of the Covered Person's actual arrival at the abroad scheduled destination point of his Scheduled Flight, such luggage will

be presumed to be permanently lost and TIGB 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 Covered Person was traveling at the time of the occurrence.

<b>Platinum Card</b>
Up to RM1,000
Limit per family
RM2,000

### Conveyance Limit

- (a) TIGB's maximum aggregate liability shall be RM6,000,000 for any one Accident. In the event that an Accident involves more than one Covered Person and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Covered Person, then the amount payable for each Covered Person shall be pro-rated accordingly.
- (b) A Covered Person can only make one claim either for Flight Luggage Delay or Flight Luggage Loss.

### General Exclusions (Which Apply to The Whole Certificate)

This Certificate 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 TIGB alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon the Covered 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. any consequential loss unless specified in this Certificate.



7. any loss due to currency exchanges of any and every description.
8. any payment that the Covered Person would normally have made during his travel, if nothing had gone wrong;
9. travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and Scheduled Flight passenger carrying aircraft).
10. suicide, self-injury or wilful exposure to peril (other than in an attempt to save a human life);
11. the Covered 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);
12. solvent abuse;
13. under the influence of alcohol or intoxicating liquor;
14. pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
15. 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;
16. any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Covered Person's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
17. (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;
18. pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed; and/or
19. insolvency of airline operator, ticketing agents and travel agents. In any action, suit or other proceeding where TIGB alleges that by reason of the provisions above any loss, destruction or damage is not covered by this Takaful Coverage the burden of proving that such loss, destruction or damage is covered shall be upon the Covered Person.
20. Bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered

### **Exclusions Applicable to Section II**

1. Section II under this Certificate 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 Covered Person chooses to abandon the trip;
  - 1.3 failure of the Covered 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 Covered 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 Covered 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 Covered Person has received replacement or compensation from the Carrier or any other party.



## Claims Conditions

### **1. Notice of Claim**

All written notice of claim shall be given to

Takaful Ikhlas General Berhad  
IKHLAS Point Tower 11A, Avenue 5, Bangsar South  
No. 8, Jalan Kerinchi, 59200, Kuala Lumpur

03-2723 9696 (general line)

03-2723 9998 (fax)

[ikhlascare@takaful-ikhlas.com.my](mailto:ikhlascare@takaful-ikhlas.com.my)

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

### **2. Condition Precedent**

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

### **3. Document**

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

Notwithstanding to contrary under the law, where TIGB has furnished the claimant with the claim form for filing proof of loss within fourteen (14) days of the claimant's notice, the claimant shall provide written proof of such loss to TIGB within ninety (90) days from the date of such loss occurrence. Failure to file in the loss or furnish such proof to TIGB

within the stipulated time may result in the claims not entertained or rejected by TIGB due to lack of such proof or documents from the claimant.

The following information/proof of claim shall be provided:

- (a) Copy of Identity Card/Passport of Covered Person;
- (b) Copy of Credit Card of Covered 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 Certificate holder to the Covered Person;
- (d) Copies 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) 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;
- (g) Copies of airline tickets and boarding passes; and
- (h) Full details of the expenses for which reimbursement is claimed.

### **4. Medical examination**

In the event of an Injury, the Covered Person shall employ the services of a registered medical practitioner (qualified and licensed to practice western medicine) and the Covered Person shall undergo any treatment such practitioner shall deem necessary.

## **5. Misrepresentation or Fraud**

If any claim under this Certificate shall in any respect be fraudulent or if any fraudulent means or devices shall be used by the Certificate holder or the Covered Person or any one acting on behalf of the Certificate holder or the Covered Person to obtain any benefit under this Certificate, TIGB shall be under no liability in respect of such claim.

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

7. Payment of claim shall be made by TIGB 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 TIGB shall be made directly to CIMB Islamic Bank Berhad for benefits under Section I whilst payment of claims for benefits under Section II, shall be made direct to the Cardholder.

Payment of any claim covered under this Certificate to the Cardholder or his estate, will be made after deducting the amount due to Certificate holder and such amount due shall be confirmed in writing by Certificate holder to TIGB.

An acknowledgement of receipt of the claims payments by the Cardholder or his estate and/or Certificate holder as the case may be, shall be deemed to be full and final settlement and an effectual and final discharge of TIGB's liability. No claim shall be payable for any such loss or expenses reimbursed by or recoverable from the airline or any other party.

## **Termination of Takaful**

The Takaful on a Covered Person shall terminate in the event of either of the following:

- (a) the Covered Person dies, or
- (b) the Covered Person ceases to be a Cardholder of the Certificate holder, or
- (c) the Covered Person becomes an Inactive Cardholder and/or Delinquent Cardholder, or
- (d) termination of the Certificate, whichever is earlier.

In any action, suit or other proceeding where TIGB alleges that by reason of the provisions above any loss, destruction or damage is not covered by this Takaful the burden of proving that such loss, destruction or damage is covered shall be upon the Covered Person.

## **B. CIMB PREFERRED VISA INFINITE- I, CIMB PETRONAS VISA INFINITE-I AND TAKAFUL IKHLAS GENERAL BERHAD GROUP PERSONAL ACCIDENT WITH EXTENSION TO TRAVEL PA TAKAFUL**

### **Important Notice**

The Bank has gratuitously obtained Takaful coverage for the benefit of CIMB's Cardholders. No payment by the Cardholders to CIMB is required. However, this shall not in any way create any legal relationship between CIMB Islamic Bank Berhad (the Certificate holder) and the Cardholders.

The Certificate holder shall not be under any liability whatsoever to Cardholders for any matter relating to this Takaful cover, whether due to anything done or omitted to be done by the Certificate holder or any of its employees, servants or agents in connection with his Takaful cover or the relevant Master Certificate. The Certificate holder also does not accept any responsibility for nor give any warranty whatsoever as to the validity of the Master Certificate or in connection with the rights of the Participant or any person thereunder. Every Cardholder shall be deemed to have accepted the contents of the Master Certificate and be bound by its terms.

All claimants shall observe the contents of the Master Certificate in order not to prejudice any claim under it. No claimant shall have any right of recourse or action against the Certificate holder.

This Takaful is for the benefit of CIMB Islamic Bank Cardholders (the Participant) under a Master Certificate issued by Takaful Ikhlas General Berhad ("TIGB") to CIMB Islamic Bank Berhad (the Certificate holder), a copy of which is available for viewing at TIGB's office at Takaful Ikhlas General Berhad, IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi 59200, Kuala Lumpur. (Tel: +603-2723 9696 Fax: +603-2723 9998) or at its website.

These terms and conditions are an extract of and subject to the contents of the Master Certificate. Any change, amendment or endorsement (including cancellation) of the Master Certificate shall be binding on the Cardholder after twenty-one (21) calendar days prior notice is given by TIGB.

## Definitions of Words

1. Participant shall mean:

1.1 Under Sections I & II - the Cardholder as defined herein.

1.2 Cardholder shall mean:

- the holder of a valid, active and unexpired Card issued by the Certificate holder in Malaysia who has not attained the age of sixty-five (65) years;
- 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 Certificate 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 Certificate holder.

2. 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, license 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 Participant's Scheduled Flight ticket.

3. 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.
4. Date of Loss means the date of occurrence of the event or circumstance causing a particular Loss, or the date of occurrence of the first event or circumstance in a series of events or circumstances causing a particular Loss.
5. Accident/ Accidental means an event or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the Person Covered.

## SECTION I A) DEATH AND PERMANENT DISABLEMENT WHILST TRAVELLING

### Operation of Takaful Coverage

This Takaful plan provides compensation in the event of injuries, disability or death caused by sudden and unforeseen accident, medical expenses incurred as a result of an accident or illness, travel inconvenience and travel assistance for domestic and overseas trips.

The contingencies against which Takaful is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the Person Covered 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 to a card maintained by the Cardholder with the Certificate holder 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 are EXCLUDED from the Takaful Coverage.

## SCHEDULE OF BENEFITS

(A) Flight and Travel Accident Cover in the event the Participant suffers bodily injury as defined, TIGB shall pay compensation as follows:

<b>Bodily Injury Resulting Solely And Independently Of Any Other Cause In:</b>	<b>Sum Covered (RM)</b>
Loss of life	1,000,000
Loss of both hands or both feet	1,000,000
Loss of one hand and/or one foot	1,000,000
Loss of entire sight of both eyes	1,000,000
Loss of entire sight of one eye	1,000,000
Loss of entire sight of one eye and one hand or one foot	1,000,000

### Notes:

- The maximum for all losses paid to any one Person Covered is limited up to 100% of the benefit amount as specified under the Schedule of Benefits.
- For CIMB Preferred Visa Infinite-i Credit Card or CIMB PETRONAS Visa Infinite-i Credit Card, cardholder agrees to donate RM100,000 or 10% of the death or permanent disablement benefit amount to Waqf as arranged by CIMB Islamic Bank and TIGB.

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 Certificate holder to the same Person Covered obligate TIGB to pay to the said Participant 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 Certificate, the Person Covered 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 Certificate.

If the body of the Person Covered has not been found within one (1) year of the disappearance, sinking or wrecking of the Carrier in which the Person Covered was travelling in at the time of the Accident, it will be presumed subject to the terms of this Certificate, that the Person Covered 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 Person Covered 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 TIGB for such claim, the Person Covered is found to be living, the Person Covered shall make full refund to TIGB.

### Conveyance Limit

TIGB's maximum aggregate liability shall be RM6,000,000 for any one Accident. In the event that an Accident involves more than one Person Covered and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Person Covered, then the amount payable for each Person Covered shall be pro-rated accordingly.

## B. TRAVEL INCONVENIENCE BENEFIT

### Operation of Takaful Coverage

The Takaful coverage for the Person Covered shall operate only when he is taking a trip during the Period of Takaful 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 to a card maintained by the Cardholder with the Certificate holder.

For the avoidance of doubt, tickets purchased from air travel agencies and tour operators are EXCLUDED from the Takaful Coverage.

### 1. SCHEDULE OF BENEFITS

#### 1.1 Flight Delay

If the Person Covered's confirmed Scheduled Flight is delayed and no alternative onward transportation is made available to the Person Covered within four (4) hours of the actual departure time of the Scheduled Flight, TIGB 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 Person Covered had been at the airport at the time of such flight delay.

<b>Benefit</b>
Up to RM1,000

#### 1.2 Missed Flight Connection

If the Person Covered's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Person Covered's incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to the Person Covered within four (4) hours of the actual arrival time of his incoming flight, TIGB 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 Person Covered shall be at the airport at the time of such missed flight connection.

<b>Benefit</b>
Up to RM1,000

#### 1.3 Accompanied Flight Luggage Delay

If the Person Covered's accompanied check-in flight luggage is not delivered to him within six (6) hours of the Person Covered's actual arrival at the abroad scheduled destination point of his Scheduled Flight, TIGB 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 Person Covered was travelling at the time of the occurrence.

<b>Benefit</b>
Up to RM1,000

#### 1.4 Accompanied Flight Luggage Loss

If the Person Covered's accompanied check-in flight luggage is not delivered to him within forty-eight (48) hours of the Person Covered's actual arrival at the abroad scheduled destination point of his Scheduled Flight, such luggage will be presumed to be permanently lost and TIGB 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 Person Covered was traveling at the time of the occurrence.

<b>Benefit</b>
Up to RM1,000

### Conveyance Limit

- (a) TIGB's maximum aggregate liability shall be RM6,000,000 for any one Accident. In the event that an Accident involves more than one Person Covered and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each Person Covered, then the amount payable for each Person Covered shall be pro-rated accordingly.
- (b) A Person Covered can only make one claim either for Flight Luggage Delay or Flight Luggage Loss.

## SECTION II A) STANDARD PERSONAL ACCIDENT (WHILST OFF TRAVELLING)

### OPERATION OF TAKAFUL COVERAGE

This takaful witnesseth that if during the period of takaful any of the Covered Participant shall sustain bodily injury due to accident which injury shall solely and independently of any other cause result in such Person Covered death or Permanent Disablement, the Company will subject to the terms, exclusion and conditions hereinafter declared, pay to the Participant the sum or sums of money specified in the Table of Benefits allocated to the said Covered Participant. Coverage is for 24 hours and worldwide.

#### 1. Death

Death of the Person Covered due to solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within period of takaful. The amount payable is the Sum Covered as stated in the Schedule of Benefit.

Schedule of Benefit	Sum Covered
Death	RM100,000

#### 2. Permanent Disablement

Permanent disability of the Person Covered due to solely and directly from Accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within period of takaful. The amount payable is a percentage of Sum Covered as described in the Schedule of Benefit.

Schedule of Benefit	Sum Covered
Permanent Disablement	RM100,000

#### 3. Badal Haji

In the event of the death of the Person Covered due to accident, this benefit shall be payable as an additional to the existing Death benefit for both Muslim and non-Muslim. For Muslim, the nominee(s) or next of kin is encouraged to use this benefit to pay for Badal Haji on behalf of the Person Covered.

Benefit
RM3,000

#### 4. Qurban

In the event of the death of the Person Covered due to accident, this benefit shall be payable as an additional to the existing Death benefit for both Muslim and non-Muslim. For Muslim, the nominee(s) or next of kin is encouraged to use this benefit to pay for Qurban on behalf of the Person Covered.

Benefit
RM 750

#### 5. Coverage on credit card outstanding balance in event of hospitalization due to accident

In the event the Person Covered requires Hospitalisation for more than three (3) consecutive days as a result of an Accident, TIGB will reimburse the amount to the Person Covered.

- a) the Person Covered is an individual (not a body corporate) who has CIMB Preferred Visa Infinite-i Credit Card or CIMB PETRONAS Visa Infinite-i Credit Card under his/her personal name; and
- b) the Person Covered or the legal representative making the claim to TIGB must submit a copy of the latest statement (current payment, excluding late payment charges or any related fees as at the Date of Loss/Accident of the Person Covered's credit card, as the case may be, to TIGB).

<b>Benefit</b>
Up to RM 10,000 person covered
Up to RM 5,000 per incident

#### 6. Hospital Allowance Due to Accident (Max 30 Days)

A daily allowance for a specified period as stated in the Schedule, effective from the date of admission of the Person Covered in any government/private hospital arising out of an Accident.

<b>Benefit</b>
RM100/day on hospitalisation for local and overseas (Max 30 days)

#### General Exclusions (Which Apply to The Whole Certificate)

This Certificate 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 TIGB alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Certificate the burden of proving the contrary shall be upon the Person Covered.

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. any consequential loss unless specified in this Certificate.
- 7. any loss due to currency exchanges of any and every description.
- 8. any payment that the Person Covered would normally have made during his travel, if nothing had gone wrong;
- 9. travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and Scheduled Flight passenger carrying aircraft).
- 10. suicide, self-injury or wilful exposure to peril (other than in an attempt to save a human life);
- 11. the Person Covered being affected by drugs unless the drugs are taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction);
- 12. solvent abuse;
- 13. under the influence of alcohol or intoxicating liquor;
- 14. pregnancy, childbirth or pre-existing physical or mental defect or infirmity;
- 15. 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;
- 16. any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Person Covered' s own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means;
- 17. (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;
- 18. pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed; and/or
- 19. insolvency of airline operator, ticketing agents and travel agents. In any action, suit or other proceeding where TIGB alleges that by reason of the provisions above any loss, destruction or damage is not covered by this Takaful Coverage the burden of proving that such loss, destruction or damage is covered shall be upon the Person Covered.
- 20. Bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered

## **Exclusions Applicable to Section II**

- 1.1 Section II under this Certificate does not cover any loss or expenses directly or indirectly caused by or resulting from any one or more of the following :-
- 1.2 delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official;
- 1.3 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 Person Covered chooses to abandon the trip.
- 1.4 failure of the Person Covered to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a Property Irregularity Report;
- 1.5 failure to obtain the required passport, visa and/or any other travel documents;
- 1.6 failure of the Person Covered to take reasonable measures to protect, save or recover lost luggage;
- 1.7 failure to check in at the airport, station or port according to the travel itinerary given to Person Covered;

1.8 any purchases made after collection of the delayed flight luggage by the Carrier under Section II, Clause 2.3; and/or

1.9 loss or delay for which Person Covered has received replacement or compensation from the Carrier or any other party.

## **Claims Conditions**

### **1. Notice of Claim**

All written notice of claim shall be given to

#### **Takaful Ikhlas General Berhad**

IKHLAS Point Tower 11A, Avenue 5, Bangsar South  
No. 8, Jalan Kerinchi, 59200, Kuala Lumpur

03-2723 9696 (general line)

03-2723 9998 (fax)

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

### **2. Condition Precedent**

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

### **3. Document**

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

Notwithstanding to contrary under the law, where TIGB has furnished the claimant with the claim form for filing proof of loss within fourteen (14) days of the claimant's notice, the claimant shall provide written proof of such loss to TIGB within ninety (90) days from the date of such loss occurrence. Failure to file in the loss or furnish such proof to TIGB within the stipulated time may result in the claims not entertained or rejected by TIGB due to lack of such proof or documents from the claimant.

The following information/proof of claim shall be provided:

- (a) Copy of Identity Card/Passport of Person Covered;
- (b) Copy of Burial Permit
- (c) Copy of Police Report (for accident only)
- (d) Copy of Credit Card of Person Covered;
  
- (e) Copies of record of charge forms verifying that the full fare of the flight tickets were charged to the Card issued by the Certificate holder to the Person Covered;
- (f) Copies of record of charge forms relating to expenses incurred for which the claim is made;
- (g) For lost or delayed luggage, a signed and dated copy of the Property Irregularity Report from the relevant airline authorities;
- (h) 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; (i) Full details of the expenses for which reimbursement is claimed.

- (j) Copies of Medical Report (Attending Physician Statement).
- (k) Copies of Medical Bill / Receipt.
- (l) Copies of Written confirmation from Bank on the CIMB Preferred Visa Infinite-i or CIMB PETRONAS Visa Infinite-i Statement of Account.

#### **4. Medical examination**

In the event of an Injury, the Person Covered shall employ the services of a registered medical practitioner (qualified and licensed to practice western medicine) and the Person Covered shall undergo any treatment such practitioner shall deem necessary.

#### **5. Misrepresentation or Fraud**

If any claim under this Certificate shall in any respect be fraudulent or if any fraudulent means or devices shall be used by the Certificate holder or the Person Covered or anyone acting on behalf of the Certificate holder or the Person Covered to obtain any benefit under this Certificate, TIGB shall be under no liability in respect of such claim.

- a. Payment of any claim covered under this Certificate shall be made in Malaysian Currency.
- b. Payment of claim shall be made by TIGB 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 TIGB shall be made directly to “CIMB Islamic Bank Berhad” for benefits under Section I & II on Death and Permanent Disablement only whilst payment of claims for other benefits shall be made direct to the Cardholder.

Payment of any claim covered under this Certificate to the Cardholder or his estate, will be made after deducting the amount due to Certificate holder and such amount due shall be confirmed in writing by Certificate holder to TIGB.

An acknowledgement of receipt of the claims payments by the Cardholder or his estate and/or Certificate holder as the case may be, shall be deemed to be full and final settlement and an effectual and final discharge of TIGB’s liability. No claim shall be payable for any such loss or expenses reimbursed by or recoverable from the airline or any other party.

#### **Termination of Takaful**

The Takaful on a Person Covered shall terminate in the event of either of the following:

- (a) the Person Covered dies, or
- (b) the Person Covered ceases to be a Cardholder of the Certificate holder, or
- (c) the Person Covered becomes an Inactive Cardholder and/or Delinquent Cardholder, or (d) termination of the Certificate, whichever is earlier.

In any action, suit or other proceeding where TIGB alleges that by reason of the provisions above any loss, destruction or damage is not covered by this Takaful the burden of proving that such loss, destruction or damage is covered shall be upon the Person Covered.

### **C. YEARLY FACILITY CHARGES**

The Cardholder shall pay a Yearly Facility Charges (“**Yearly Facility Charges**”) of RM90,000 for the use of the Card.

**D. TEMPORARY CREDIT LIMIT INCREASE CHARGES**

The Bank shall be entitled to charge additional charges of RM24,000 for every approved additional Credit Limit

Notwithstanding the above, the Bank may at its discretion waive or grant a rebate on the said additional charges or part thereof. The Bank may also grant further rebates in accordance with Bank Negara Malaysia guidelines on tiered pricing.