



## Card Protection Premier Membership Terms and Conditions

### Important Notice

Card Protection Premier Membership Terms and Conditions (the “Terms and Conditions”) is an important document. Please read the whole Terms and Conditions carefully to ensure that You fully understand and accept it.

You must disclose to Us, fully and faithfully, the facts You know or ought to know, otherwise You may not receive any benefit from Your Membership. The Membership is non-transferable.

The Terms and Conditions (including its amendments) and any Endorsements thereon together with any application shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

### Definition of Words

Specific meanings of defined terms used throughout the Terms and Conditions. Certain words have been defined below. These have the same meaning wherever they are used in the Terms and Conditions.

**Abroad** - means a country or territory other than Malaysia

**Card** - means Your ATM card(s), credit card(s), charge card(s), and debit card(s) excluding Stored Value Cards (as defined below) registered with CPP before or at the time You report a Card Loss

**Card Loss** - means any loss by You or theft from You of a Card during the Term of Membership

**Claim** - means a request for any of the membership privileges made by a Member under this Membership upon Card Loss

**Communication Costs** - means the cost of a phone call, fax or letter

**CPP** - means Card Protection Plan Limited (Registered in England No. 1490503) whose registered office is at Holgate Park, York YO26 4GA, United Kingdom trading in Malaysia as Card Protection Plan Limited with its registered office address at 3-2, 3rd Mile Square, No. 151 Jalan Kelang Lama, Batu 3½, 58100, Kuala Lumpur (Registered in Malaysia No: 995015 K)

**Home** - means the place in Malaysia where You live and the address of which You have been registered with Us before making any request

**Insurer** – means Multi-Purpose Insurans Berhad (Company No.14730-X), a company incorporated in Malaysia with its registered office at 8th Floor, Menara Multi-Purpose Capital Square, 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.

**Issuer** - means the issuer(s) of the relevant Card

**Members** - means the Principal Member and the Supplementary Members

**Membership** - means the membership of the Card Protection Premier

**Membership Fee** - means the total amount payable by the Principal Member to CPP for the Membership

**Membership Year** - means a continuous period of 12 months commencing on either the Start Date or any Renewal Date but not including any period after cancellation of the Membership in accordance with Section B3 herein

**Pay Card** - means the Card designated by the Principal Member from which We will collect the Membership Fee

**Personal Belongings** - means the Member's handbag, wallet, purse or briefcase in which he or she kept the Cards at the time of the Card Loss

**Principal Member** - means the person responsible for this Membership

**Renewal Date** - means the year anniversary of the Start Date

**Start Date** - means the date on which the Membership commences

**Stored Value Card** – means any card where a cash credit is stored and is automatically debited through a contactless card reader

**Supplementary Member** - means the person(s) nominated by the Principal Member as a Member in accordance with the Terms and Conditions

**Term of Membership** - means the period of Membership starting on the Start Date and ending at the cancellation of Membership in accordance with Section B3 herein

**Terms and Conditions** - means the Terms and Conditions governing the Membership set out herein, as amended from time to time

**Valuable Documents** - means Your passport, driving licence, identity card or any other card issued by the governmental authority of Malaysia

**We, Us, Our** - means CPP

**You, Your** - means the Member(s)

## **A: Membership Privileges**

Subject to the Terms and Conditions, We will provide You with the following membership privileges:

### **A1. Services and assistance that We will provide to You if You lose Your Card and Valuable Documents:**

- A1.1 when You report a Card Loss to Us, We will contact the Issuer and ask them to cancel the Card;
- A1.2 if any of Your credit cards and/or Valuable Documents that are with You are lost or stolen while You are away from Home, We will assist You to arrange for emergency replacement; and
- A1.3 when You supply Us with the necessary information, We will update Your details to make sure that Card Loss is reported to the correct issuer.

Please note that in certain circumstances more fully described in the Issuer's terms and conditions the Issuer may require the submission of various documents before the Card can be cancelled. In those circumstances We shall ask the Issuer to suspend the Card from use pending receipt by the Issuer from You of the required documentation. In the event of that documentation not being provided We reserve the right to recover from You any benefit that You have received under these terms and conditions.

### **A2. Assistance if You suffer a Card Loss when travelling Abroad**

Depending on Your need and subject to the provisions of the following section A.3, We will assist You if You suffer a Card Loss whilst Abroad by:

- A2.1 paying Your hotel bill direct to the hotel by advancing to You an amount of up to RM6,000, at a rate of no more than RM300 per day;
- A2.2 advancing You emergency cash up to a limit of RM2,200 (at a maximum of no more than RM220 per day) to relieve Your immediate financial need; and/or
- A2.3 advancing up to RM10,000 to replace Your travel tickets to help You return to the travel destination nearest to Your Home.

### **A3. Conditions applicable to Section A2**

To be eligible to receive the benefits set out in Section A2 You must have complied with the following conditions:

- A3.1 the Card Loss takes place whilst You are Abroad and You must report the Card Loss to Us within 24 hours of discovering the Card Loss;
- A3.2 in respect of Section A2.1 We are satisfied that You do not have any other way of paying the hotel bill and ask Us to do so at the time of reporting the Card Loss;
- A3.3 in respect of Section A2.2 You request the emergency cash advance at the same time as reporting the Card Loss and We are satisfied that You have no other way of getting credit or funds; and
- A3.4 in respect of Section A2.3 Your travel tickets were lost or stolen at the time of the Card Loss and You request an advance for replacement travel tickets at the time You report Your Card Loss.

In all circumstances where an advance is made,

- (a) You must reimburse Us within twenty-eight (28) days from the date the advance is made;
- (b) You must provide Us with proof of Your need that is satisfactory to Us;
- (c) You give Us the opportunity to assess the circumstances of Your case; and
- (d) You must not have any outstanding advances made by Us other than under the same Card Loss report.

#### **A4. Additional Membership Benefits**

In the event of Card Loss and subject to Section A5 below, the Members are entitled to the following additional Membership benefits underwritten by the Insurer provided to You under this Membership:

- A4.1 Provided You have not acted fraudulently, with gross negligence or failed to inform Us or the Issuer as soon as practicable of the Card Loss, We will reimburse You for the amount incurred from any unauthorized use arising from Card Loss which Your Issuer holds You liable to pay, subject to a maximum of RM440 per Card (not more than 10 Cards) and up to a limit of RM4,400 per Membership Year.
- A4.2 up to RM125 per Card, limited to RM250 in the aggregate for any one Membership Year, which You have to pay to a Card Issuer where Your personal identification number ("PIN") in respect of that Card has been used without Your authorisation;
- A4.3 up to RM125 per Card, limited to RM250 in the aggregate for any one Membership Year, which You have to pay to a Card Issuer where Your Card is retained by an automated teller machine ("ATM") and that Card is subsequently used without Your authorisation;
- A4.4 up to RM50 per Card which You have to pay to a Card Issuer for a replacement Card (but not an emergency replacement Card);
- A4.5 subject to the limit set out in Section A4.9 herein, any Communication Costs that You must pay when You report a Card Loss or a loss/theft of Valuable Documents to Us, the police or any other relevant authorities;
- A4.6 subject to the limit set out in Section A4.9 herein, such reasonable charges that You must pay for the issue of replacement Valuable Documents lost or stolen from You at the same time as the Card Loss when You are away from Home;
- A4.7 up to RM40 for any loss suffered by You arising out of the loss/theft of a Stored Value Card which is lost or stolen at the time of the Card Loss;
- A4.8 the cost of replacing Your Personal Belongings which are lost or stolen at the time of the Card Loss while You are away from Home up to RM375 any one Membership Year; and
- A4.9 the benefits in A4.4, A4.5, A4.6 and A4.7 above are limited to RM1,000 in the aggregate for any one Membership Year and the benefits in A4.1 are not payable in the event that a benefit in A4.2 or A4.3 is payable.

#### **A5. Conditions applicable to A4**

The Insurer will not pay any amount under A4 unless:

- A5.1 You have reported the Card Loss, loss/ theft of Valuable Documents and/or loss/theft of Personal Belongings to the local police within 24 hours of You becoming aware of that loss;
- A5.2 You have written evidence from the police of making the report referred to in A5.1 above (if this evidence is not available, We and the Insurer must be satisfied that You have reported the matter to the police);
- A5.3 You have provided Us and the Insurer with the original relevant receipts and other supporting documentation for a claim under A4 herein;
- A5.4 You have not acted fraudulently and/or been grossly negligent;
- A5.5 You have informed Us of the Card Loss within 24 hours You became aware of:
  - (a) the Card Loss;
  - (b) someone else becoming aware of Your PIN;
- A5.6 You have followed the safeguards in respect of the security of the PIN and the Card(s) as set out in the Card Issuers terms and conditions, and/or

A5.7 You provide Us and the Insurer with such consent as the Card Issuer may require for the Card Issuer to provide Us and the Insurer with such copies of correspondence relating to the Card Loss and any loss that either You or the Card Issuer have suffered as a result thereof, as We and the Insurer, in Our absolute discretion, see fit.

## **B: General Provisions**

### **B1. Membership**

Provided You are eighteen (18) years old or above and live in Malaysia You may apply for Membership as a Principal Member ('Single Plan') and up to four (4) Supplementary Members who live at the same address as You ('Household Plan').

All applications for and renewals of Membership shall be subject to Our approval. Membership shall be valid for an initial period of one (1) year and may be renewed for such period as We may approve at Our discretion. We reserve the right to decline any application for Membership or not to renew the Membership of any Member without giving any reason.

The Principal Member shall be responsible for the Membership Fee and consent of the Principal Member is required for cancellation of the Membership of any Supplementary Member. By applying for the Membership, the Principal Member has agreed to be liable to Us for all liabilities incurred by yourself and all Supplementary Members arising out of the Membership.

Any misrepresentation of or failure to disclose material facts in any document signed by You, will entitle Us to alter, amend, cancel the Membership or exercise any other right available to Us at law having regard to the true facts. A material fact is any information that could influence Us in Our assessment of Your application for the Membership or Claim.

### **B2. Term of Membership, Membership Fees, Terms and Conditions**

- B2.1 The Membership begins on the Start Date and continues for the period up to the Renewal Date upon full payment of the Membership Fee. We will automatically renew the Membership on the Renewal Date and debit the Pay Card unless You contact Us before that date and ask Us not to.
- B2.2 We reserve the right to revise the Membership Fee but will give You reasonable notice in advance. The revised Membership Fee will be applicable to the term commencing from the Renewal Date.
- B2.3 You must pay the Membership Fee in advance.
- B2.4 We will collect the Membership Fee from the Pay Card.
- B2.5 We reserve the right to modify, vary or add to the Terms and Conditions at any time by giving You reasonable notice in advance.
- B2.6 When You apply Card Protection Premier Membership, We will collect one payment in advance and You agree to enter into two (2) contracts with Us. Under the first contract CPP will make arrangements for the establishment of this Membership and will receive RM88 for Single Plan or RM108 for Household Plan. This contract with You is fulfilled at the end of the cooling-off period for the first Membership Year and upon renewal for subsequent Membership Years. The second contract with You is We will provide You with all the membership privileges under which CPP will receive the amount equivalent to the difference between the Membership Fee and the amount You pay for the first contract. This second contract with You is fulfilled at the end of Your Term of Membership.

### **B3. Canceling the Membership**

- B3.1 We reserve the right to cancel Your Membership automatically without notice if We do not receive the Membership Fee on the date it is due. However, We may reinstate Your Membership if You then pay it and We may issue a new Membership for You which will take effect from the date of payment.
- B3.2 We shall have the right to cancel Your Membership automatically without notice if You at any time fails to meet the Terms and Conditions or fails to act honestly and in good faith towards Us.

- B3.3 If We are issuing the Membership to You for the first time, We will give You a 14 days cooling-off period from the Start Date. If within these 14 days You tell Us that You do not need the Membership, We will cancel it and refund in full the Membership Fee You have paid so long as no claim has been made. Please note You are assumed to have received the Membership within 3 days after We despatch it. The cooling-off period will not apply to renewals of Your Membership with Us.
- B3.4 Upon cancellation of the Membership, You will not be eligible for the membership privileges. There will be no refund of the Membership Fee if there are Claims or outstanding advances under the Membership.
- B3.5 We will send You a Renewal Notice approximately one (1) month prior to the Renewal Date, wherein You will be allowed to exercise the option of not renewing the Membership.

#### **B4. Conditions for Provision of Membership Privileges**

Our provision of the membership privileges to You depends on You meeting the following conditions:

- B4.1 You must comply with the Terms and Conditions (as may be amended by Us from time to time) at all times during the Term of Membership;
- B4.2 You must provide Us with full and accurate information in connection with the Membership;
- B4.3 You must report the Card Loss to Us within 24 hours of discovering the Card Loss; and
- B4.4 You must do all that is reasonably possible to avoid losing the Cards and, in case of a Card Loss, to keep the losses as low as possible.

#### **B5. Exclusions**

- B5.1 Every effort will be made to provide You with the emergency funds in accordance with the Terms and Conditions. However, there may be times when it is not possible to arrange for the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of Our control, for which We shall not be held liable.
- B5.2 We shall not be held liable for losses suffered as a result of any act of God, natural disaster, civil war, terrorist act or any other similar occurrence. Where such instances affect Our ability to perform Our obligations to You under the Terms and Conditions, the membership privileges that We may provide may be limited or restricted.

#### **B6. Making a Claim**

- B6.1 If You need to report a Card Loss or make a Claim, please call Us any time on +603 2168 5732 to do so and We will then send You a Claim Form to fill in and return to Us. All Claims must be received within sixty (60) days from the date of Card Loss. Please remember to include all the documents that We and the Insurer ask for in the Claim Form, including original receipts (not photocopies) for any relevant expenses. If You fail to do so, the Insurer will not be able to process the Claim.
- B6.2 You must follow the Issuer's instructions and meet all their Terms and Conditions when holding and using the Cards. We and the Insurer will not entertain any Claim where the Issuer tells Us or the Insurer that You have not done this. The decision of the Issuer in these circumstances will be final.
- B6.3 If You are unhappy with a decision the Insurer has made in relation to the Claim, You have the right to appeal. If You would like to appeal, please write to:

The Customer Service Team, Card Protection Plan Limited,  
PO Box 10012, 50700 Kuala Lumpur, Malaysia.

The decision of the Insurer is final and binding on the Members.

#### **B7. Dishonest Claims**

If You make a Claim which is in any way dishonest, We shall be entitled to refuse to provide any or all of the membership privileges. If the Insurer has paid any money to You pursuant to the Claim but later discover that the Claim is dishonest, You shall promptly return to the Insurer any money received by You pursuant to the Claim. The Insurer and Us reserve Our legal rights in respect of such Claim including but not limited to termination of Your Membership without notice.

## **B8. Recording Calls**

We record all phone calls. We do this to:

- (a) provide a record of the instructions We have received from You;
- (b) allow Us to monitor Our standards of quality;
- (c) help Us with staff training; and
- (d) meet any legal and regulatory requirements binding on Us.

## **C: General Matters**

### **C1. Personal Information Collection Statement**

C1.1 As part of Our relationship You will supply Us with data about yourself and/or any other relevant individuals (including the Supplementary Members ("**Personal Data**") in connection with the effective provision of the membership privileges to You, processing Card Loss reports and/or the processing of any enquiries or complaints from You.

C1.2 Whilst the provision of Personal Data to Us by You is voluntary, failure to do so may render Us unable to process Your application and effectively administer Your Membership.

C1.3 The purpose for which the Personal Data may be used are as follows:

- (i) processing Your applications for the Membership and for renewals;
- (ii) administering matters in relation to the Membership and claims;
- (iii) providing membership privileges to the Members and arranging for the same to be provided by Our group of companies and affiliated companies and third parties selected by Us;
- (iv) designing membership privileges for Members;
- (v) marketing membership privileges and/or other products and services offered by Us or other companies selected by Us which may be of interests to You;
- (vi) collecting Membership Fees and/or any other amounts owed by You;
- (vii) processing (including, but not limited to, investigating and analysing) any Card Loss report from You;
- (viii) conducting matching procedures;
- (ix) communicating with You via telephone, mail, e-mail, facsimile and/or any other communication means;
- (x) complying with any requirements to make disclosures under any laws and regulations and other regulatory requirements binding on Us or any of Our group of companies and affiliated companies; and
- (xi) all other purposes relating thereto.

C1.4 The Personal Data held by Us shall be kept confidential, but in becoming a Member You consent to Us that We may provide the Personal Data to any of the following parties (whether within or outside Malaysia) for the purposes set out in this section without prior notification to You and/or any other relevant individuals to whom the Personal Data is related:

- (i) the Insurer who provides the Additional Membership Benefits under Section A4 of these Terms and Conditions;
- (ii) agents, contractors, business partners, and third party service providers who provide administrative, telecommunications, computer, payment, marketing, and/or other services to Us in connection with the operation of Our business;
- (iii) Our overseas offices, Our group of companies and affiliated companies, and third parties selected by Us;
- (iv) persons to whom We and/or Our group of companies and affiliated companies are under an obligation to make disclosure as required by any laws and regulations, and other relevant regulatory requirements that are binding on Us and/or any of Our group of companies and affiliated companies;
- (v) in the event of default, debt collection agencies; and

- (vi) in providing the membership benefits and other services to You, We may share Your data with other organisations outside of Our group of companies both in Malaysia and elsewhere. We will only do this if We feel that it is beneficial for You and in becoming a Member You consent to Us sharing Your data in such a manner.

C1.5 In accordance with the **Personal Information Collection Statement** and subject only to You paying Us a reasonable fee for making such a request, You have the right to:

- (i) check whether We hold data about You and, if so, obtain a copy of such data;
- (ii) require Us to correct any data relating to You that is inaccurate; and
- (iii) ascertain Our policies and practices in relation to data and to be informed of the kind of data held by Us.

Please address any such request to The Compliance Manager, Card Protection Plan Limited, PO Box 10012, 50700 Kuala Lumpur, Malaysia.

## **C2. Waiving Terms and Conditions**

Our forbearance, delay or failure to exercise any power or right under the Terms and Conditions does not waive that power or right. A single or partial exercise of a power or right does not prevent a further exercise of that or any other power or right.

## **C3. Language**

The Terms and Conditions are written both in English and Malay. A Chinese translation is available on request, and in the event of conflict, the English version shall prevail.

## **C4. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Both You and We agree to submit to the exclusive jurisdiction of the courts of Malaysia.