CORPORATE CARD SOLUTIONS
TERMS & CONDITIONS

CIMB BANK BERHAD [13491-P] having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and place of business at Level 17, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter called the "Bank") shall open a Corporate Card Solutions account (hereinafter called "Main Account") for the corporation or business entity (hereinafter called the "Corporation") making the application subsequent to approval of the application for a Main Account. By signing the application for a Main Account, the Corporation confirms that it has read, understood and agreed to be bound by these Corporate Card Solutions Terms and Conditions.

Upon approval of the application of the Main Account by the Bank, the Corporation may through its Card Program Administrator nominate its authorised nominee(s) to receive a corporate card (hereinafter referred to as the "Card") issued in the nominees' name. Card Program Administrator and its authorised nominees are required to sign the Bank's prescribed nomination form to enable the Card to be issued to the Corporation's authorised nominee. The authorised nominee receiving the Card is hereinafter called the "Cardholder". The PIN will be provided separately. By signing the nomination form and/or using the Card, the Cardholder and Corporation confirm that he/she/it has read, understood and agreed to be bound by the Corporate Card Solutions Terms and Conditions which are available on the Bank's website at www.cimbbank.com.my.

In consideration of the Bank agreeing to make available the facilities offered by the Main Account and/or Card to the Corporation and the Cardholder, the Corporation and the Cardholder hereby jointly and severally covenant, undertake and agree to the following terms and conditions:-

Definitions

1. In this Agreement where the context so admits the following expression shall have the meanings designated unless otherwise distinguished:-
   (a) The expression "adequate prior notice" means the notice period of fourteen (14) calendar days, which shall be deemed to be adequate notice to the Corporation and Cardholder;
   (b) The expression "this Agreement" means the agreement between the Corporation, the Cardholder and the Bank whereby at the request of the Corporation and the Cardholder, the Cardholder is issued with a Card by the Bank upon the terms and conditions herein as well as the terms and conditions as contained in the Bank's application and nomination forms signed and submitted by the Corporation and/or the Cardholder to the Bank when applying for the issuance of a Card and such other terms and conditions supplemented or amended from time to time;
   (c) The expression "the ATM" means an automated teller machine;
   (d) The expression "the Bank" means CIMB BANK BERHAD [13491-P] having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and place of business at Level 17, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and includes its successors-in-title and assigns;
   (e) The expression "billing currency" means the billing currency in Ringgit Malaysia and includes its abbreviation "RM";
   (f) The expression "the Card" means any corporate card issued by the Bank under the categories of purchasing card, travel & entertainment card, purchasing card (virtual) or such other 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 party and/or Cards issued under any product or selected names or references where the context so permits;
   (g) The expression "the Cardholder" means the individual named on the Card and shall include their respective heirs, personal representatives and successors-in-title;
   (h) The expression "the Cardholder Account" means the Cardholder's "Corporate Card Solutions" account as the context may require, to which all payments for purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, Government tax, handling charges and/or late payment charges are debited;
   (i) The expression "Cardholder Account Number" means the account number allocated to the Card and which is embossed on the Card;
   (j) The expression "the Cardholder's Other Accounts" means the Cardholder's other banking or other accounts with the Bank apart from the Cardholder Account and includes a Cardholder's joint account with a third party;
   (k) The expression "Card Program Administrator" means a person appointed in writing by the Corporation as its authorised signatory(ies) and authorised representative to sign relevant documents and forms, to give instructions to the Bank and to handle and administer the Cards and Main Account and Cardholder Account and from whom, instructions may be accepted, relied on and acted on by the Bank, until the Corporation's written revocation of such appointment has been received by the Bank. Any notices and/or notifications sent to the Card Program Administrator shall be deemed to have been sent to the Corporation and vice-versa;
   (l) The expression "Card Replacement Fee" means the fee payable by the Cardholder and/or the Corporation for the replacement of a Card;
   (m) The expression "the Consolidated Statement" means the periodic consolidated statement of the amounts debited to the Cardholders Accounts issued by the Bank to the Corporation, which shows inter alia the consolidated amount so charged by the Cardholder and the payment due date in respect of such amounts and will only be available at the "Corporate Cards Online" portal for viewing and downloading;
   (n) The expression "the Corporation" means the corporation or business entity applying for the Main Account and the Cardholder Account and shall include their respective successors-in-title and permitted assigns as the context may require;
   (o) The expression "the Corporation's Other Accounts" means the Corporation's other banking or other accounts with the Bank apart from the Main Account and the Cardholder Account and includes any joint account with a third party;
   (p) The expression "late payment charges" means the late payment charges referred to in Clause 13 and 14 hereof;
   (q) The expression "handling charge" and "additional charges" means the handling charge and additional charges referred to in Clause 8 hereof;
   (r) The expression "merchant" shall include all merchants supplying goods and/or services;
   (s) The expression "New Balance" means the full amount shown as due in the Statement;
   (t) The expression "PIN" means the personal identification number of the Cardholder;
   (u) The expression "Statement" means the periodic Card Statement issued by the Bank to the Cardholder, which shows inter alia the amount so charged and the payment due date in respect of such amounts and will only be available at the "Corporate Cards Online" portal for viewing and downloading; and
   (v) The expression "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 Financial Services Act 2013 ("FSA"), are open for business in Kuala Lumpur.

Issue of Card and Facilities Available

2. The Card is issued at the request of the Card Program Administrator for use in connection with the facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:-
   (a) the payment for any purchase of goods and/or services, which payment may be charged to the Cardholder Account; and/or
   (b) cash advances as set out under Clause 12 hereof; and/or
   (c) the autopayment service ("Autopay Service") whereby all amounts due and payable on the Cardholder's periodic official bills from the merchant(s) indicated in the application form for the Autopay Service are paid by the Bank and debited from the Cardholder's Account as instructed by the Corporation in the application form for the Autopay Service; and/or
   (d) other facilities, subject to prior written arrangement with the Bank.

Cards with Contactless Transaction Enabled Features

2A. (a) The Cardholder acknowledges that certain Cards issued by the Bank will incorporate a feature which enables the Card to be utilised to pay for goods and services by tapping or waving the Card at contactless readers / terminals ("Contactless Transactions"). These Cards and related devices and terminals may carry such logos or brands which the Bank or charge card companies may decide from time to time.
   (b) Contactless Transactions not exceeding an amount which may from time to time be specified by the Bank, may be processed and the Cardholder Account debited with the Contactless Transaction amount without requiring the:-
   (i) Card to be swiped at magnetic strip reader;
   (ii) Card's chip to be read by a chip terminal; or
   (iii) Cardholder's signature or entry of the Cardholder's PIN number to authorise the transaction.

   By accepting the Card(s) which can be used for Contactless

Transaction and using it to effect Contactless Transactions or in any other manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic strip reader or at a chip reader or otherwise) the Cardholder undertakes to use the Card(s) in accordance with and agrees to be bound by the terms and conditions hereincontained.

(c) Without prejudice to the foregoing, the Corporation undertake to be liable for all Contactless Transactions incurred using the Cards and posted to the Cardholder Account. All Contactless Transactions will be deemed to have been properly authorised by the Cardholder unless the Cardholder can show conclusive proof to the contrary. In this regard the Cardholder and the Corporation acknowledges the ease by which unauthorised Contactless Transactions may be carried out and accepts the risk of the same.

2B. Autopay Service

(a) Upon the Bank's approval of the Corporation's application for the Autopay Service, all amounts due and payable to the merchant(s) shall forthwith be paid by the Bank upon the Bank's receipt of the merchant(s)' bills or other requests for payment. The Corporation's previous instruction, if any, to:-

(i) another bank and/or financial institution to pay the merchant(s); and/or

(ii) the merchant(s) to charge the amounts due and payable to the Corporation's account maintained with another bank and/or financial institution,

shall upon the Bank's approval of the Corporation's application for the Autopay Service be deemed revoked and the Corporation shall immediately notify the merchant(s) and/or the other bank or financial institution of the change of the Corporation's paying instructions.

(b) The Bank in providing the Autopay Service is not responsible for:-

(i) effecting payment of any charges to the merchant(s) in a timely manner and in this regard, the Cardholder and the Corporation shall not hold the Bank liable through any error, neglect, refusal or omission to pay or delay in paying all or any of the charges to the merchant(s) unless the same is caused directly by the Bank's gross negligence or wilful default;

(ii) losses suffered by the Corporation where the Bank has made payment of charges to the merchant(s) in good faith;

(iii) paying all or any of the charges to the merchant(s) where there is no available credit limit in the Cardholder Account and/ or the Main Account or where there is available but insufficient credit limit in the Cardholder Account and/or the Main Account or where the use of the Card by the Cardholder is terminated or suspended for any reason whatsoever or where the Card is not renewed or replaced, as the case may be, or where the Bank in its reasonable discretion conclusively determines that the circumstances justify non payment due to whatever reasons; and/or

(iv) paying any charges to the merchant(s) where the Cardholder or the Corporation have instructed the Bank to stop payment or cancelled or terminated the Autopay Service unless due to the Bank's gross negligence or wilful default.

The Corporation shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and the Bank shall not at any time be obliged to inform the Cardholder or the Corporation of any non payment by the Bank of all or any of the aforesaid charges. In the event of non payment by the Bank of any charges due and payable to the merchant(s), the Cardholder and/or the Corporation shall resolve such outstanding payments with the merchant(s) directly. In the event the Cardholder's Card number changes, the Cardholder shall be responsible for informing the merchant of the change in the Card's number. The Bank is however authorised (but is not obliged to) in its absolute discretion to accept any request for payment(s) billed to the Cardholder's previous Card number and make payment thereon.

(c) Where there is available but insufficient credit limit in the Cardholder Account to pay the charges of all the merchants, the Bank may:-

(i) elect not to make any payment of any charges to all or any merchants in which event the Cardholder and/or the Corporation shall resolve all outstanding payments with the merchant(s) directly; or

(ii) in its absolute discretion conclusively determine the order of priority of payment of the charges of whichever merchant(s) the Bank deems fit in which event the Cardholder and/or the Corporation shall resolve all outstanding payments with the relevant merchant(s) directly whose charges are owed by the Cardholder and/or the Corporation.

(d) The Corporation shall indemnify the Bank against any loss, cost, damage, expense, claim or demand (including legal expenses on a solicitor and client and full indemnity basis) which the Bank may sustain or incur as a consequence of providing the Autopay Service to the Cardholder unless such loss, cost, damage, expense, claim or demand is caused directly by the Bank's gross negligence or wilful default.

(e) The obligation of the Bank to effect payment to the merchant(s) as instructed by the Cardholder shall immediately cease upon:-

(i) the termination of the Autopay Service by either the Bank or the Cardholder or the Corporation giving to the other party not less than one (1) months' notice in writing whereupon the expiry of the one (1) month period from the date of the notice of termination, the Autopay Service shall be terminated; or

(ii) the termination and or suspension of the use of the Card or the withdrawal, suspension and or termination of the Main Account

(hereinafter referred to as "the Events").

The Cardholder is responsible for informing the relevant merchant in writing that the Autopay Service has been terminated and to request the said merchant to discontinue the billing to the Bank. Until such time the merchant informs the Bank that the Autopay Service has been terminated, the Bank shall be entitled to make payment to such merchant and the Corporation shall remain liable for such payments made by the Bank to the merchant in relation to all transactions prior to the Events.

(f) Notwithstanding anything contained herein, the Bank reserves the right to discontinue, suspend, or terminate the Autopay Service at any time by giving the Cardholder or the Corporation adequate prior notice and not effecting the payment of charges to the merchant(s). The Corporation shall at all times remain primarily liable and responsible to pay all charges due and owing to the merchant(s) directly and in the event the Bank exercises such rights the Bank shall not incur any liability to the Cardholder and the Corporation and the Cardholder and Corporation shall resolve all outstanding payments with the merchant(s) directly.

Signature on the Card and Compliance with Laws

3. (a) Upon the receipt of the Card, the Cardholder shall IMMEDIATELY sign on the Card (using the same signature as that appearing on the relevant application forms for the issuance of the Card) and receipt required by the Bank and return such acknowledgement of receipt sip forthwith to the Bank. The signature of the Cardholder on the Cad or on any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record and/or use of the Card and/or use of the PIN and/or return of the acknowledgement of receipt slip will constitute binding and conclusive evidence of the Cardholder and the Corporation entering into this Agreement with the Bank.

(b) The Card is not transferable and shall be used exclusively by the Cardholder. The Card may not be pledged by the Cardholder or the Corporation as security for any purpose whatsoever.

(c) The Cardholder or the Corporation may at any time terminate the use of the Card by written notice to the Bank. Upon termination of the use of the Card the Cardholder shall cut the Card in half across the magnetic stripe and across the chip (if the Card has a microchip embedded therein). The Corporation shall be and remain liable for all transactions effected through the use of the Card prior to the Bank's receipt of such written notice of termination.

(d) The use of the Card shall also be subject to the Bank's prevailing conditions, rules and regulations and all other terms, conditions and regulations governing the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, including any exchange control regulations of Bank Negara Malaysia. The Cardholder and the Corporation shall at all times comply with all applicable laws and regulations with regard to the use of the Card and without prejudice to the generality of the foregoing provision, the Cardholder shall ensure that it complies with all exchange control regulations of Bank Negara Malaysia and that it does not use the Card for any unlawful activities such as, but not limited to, illegal "online" (as these phrases are commonly known) betting.

Telecommunication Instructions

3A. (a) The Bank may accept instructions:-

(i) over the telephone from the Cardholder and/or the Card Program Administrator to do the following in relation to the Card:-

(a) reporting of lost/stolen Card; or
(b) checking of outstanding balances on the Card; or
(c) other transactions which may be determined by the Bank from time to time.

(ii) in writing from the Card Program Administrator to do the following in relation to the Card:-
(a) request for a change in the credit limit of the Card;
(b) request for a change in the Corporation's address;
(c) request for replacement of lost or damaged Cards;
(d) request for and/or to activate a PIN in relation to any Card; or
(e) other transactions which may be determined by the Bank from time to time.

(iii) over the telephone or in writing from the Cardholder and/or the Card Program Administrator to do the following in relation to his own card Card:-
(a) request for and/or to activate his PIN in relation to the Card;
(b) reporting of lost/stolen Card;
(c) checking of outstanding balances on the Card; or
(d) other transactions which may be determined by the Bank from time to time.

(b) Prior to accepting such instructions over the telephone, the identity of the Cardholder or the Card Program Administrator of the Corporation will first be verified by the Bank's representative through a security process established by the Bank which may incorporate the Cardholder's or Card Program Administrator's personal details.

(c) Notwithstanding Clause 3A (a) & (b), the Bank may request for a written confirmation from the Cardholder of the Cardholder's instructions and/or from the Card Program Administrator of the Corporation's instructions prior to implementing the same.

(d) Subject to Clause 5, in relation to stolen or lost cards or fraudulent use thereof, the Bank shall not be liable or responsible to the Cardholder and the Corporation for any loss or damage however caused or suffered by the Cardholder or the Corporation in following or omitting to follow any or all of the instructions set out in Clause 3A (a), unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

(e) The Cardholder and the Corporation acknowledge and agree that:-
(i) the Bank may record all telephone conversations between the Cardholder and/or the Corporation's Card Program Administrator and the Bank's representative; and
(ii) by the very nature of telephone conversations, the Bank shall not be responsible for unauthorised third parties overhearing such conversations.

(f) The Cardholder and Card Program Administrator may also authorise the Bank to act on his instruction given by facsimile or other means of telecommunication and any request made by the Cardholder or the Corporation to a merchant or a provider of service for the supply of goods and/or services to be charged to the Card shall constitute authority for the Bank to debit the relevant Cardholder Account with such amount charged. The Cardholder and the Corporation hereby irrevocably agree to indemnify the Bank for all actions, claims, losses, liabilities or damages suffered by the Bank in acting on the Cardholder's and/or the Corporation's verbal, faxed or telecommunicated instructions unless they arise from and are caused directly by the Bank's gross negligence or wilful default.

3B. (a) The Bank is irrevocably authorised (but is not obliged) to contact and/or notify the Cardholder and/or the Card Program Administrator by electronic mail, or by telephone or by short messaging system ("SMS") services whereby text or other electronic messages or information are sent to the Cardholder's and/or the Card Program Administrator e-mail address or mobile phone number on record with the Bank or such other e-mail address or number which the Bank deems appropriate. Information sent by electronic mail or by SMS may consist of such information as the Bank deems appropriate and may include (but not be limited to) reminders sent in respect of payment due, payment due dates, updates on benefits, programmes and promotions and other information of general interest and/or specific to the Cardholder and/or the Corporation.

(b) The Cardholder and the Corporation shall be fully responsible for the security and safekeeping of the information he/it receives.

(c) The Bank hereby disclaims all liability to the Cardholder and the Corporation for any loss or damage (direct, indirect, special or consequential), loss of business or profits, or loss or damage of any nature suffered by the Cardholder and/or the Corporation arising from or occasioned by any:-
(i) malfunction or defect in the transmission of information for whatever reason;
(ii) inaccuracy, incompleteness, delay or non-delivery of any information transmitted or wrongful transmission of any information to any third party;
(iii) wrongful, unauthorised or improper access to, use or interpretation of the information transmitted; and
(iv) claim for libel or slander arising from the transmission of any information

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

Termination and/or Suspension of Card and Main Account

4. (a) The Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank may withdraw, suspend and/or terminate at its absolute discretion, the Main Account or any of the Cards (including the relevant Cardholder Account) and/ or any of the services thereby offered at any time with adequate prior notice as it deems fit in its absolute discretion and regardless of whether or not any event of default has occurred. It is further agreed that the Bank is under no obligation whatsoever to reveal the reason for the termination or suspension of the use of the Card.

(b) In addition to the Bank's rights contained in Clause 4(a) above and Clause 30, the Bank may immediately withdraw, suspend and/or terminate the Main Account or any of the Cards (including the relevant Cardholder Account) and/or any of the services thereby offered immediately, notwithstanding that the Bank may have waived its rights on some previous occasions, upon the occurrence of any one or more of the following events:-
(i) if the Corporation fails or defaults in the payment of any sum of money whatsoever and howsoever payable, any amount in excess of the prescribed credit limit (referred to in Clause 13) if so demanded, late payment charges and any other fees, monies and charges, when due and payable by virtue of and in accordance with provisions herein contained whether formally demanded or not;
(ii) if the Cardholder and/or the Corporation should commit or threaten to commit a default or breach of any of the agreements, covenants, stipulations, terms or conditions herein contained on the part of the Cardholder and/or the Corporation to be observed and performed;
(iii) if the Corporation takes or institutes any action or proceeding, whether voluntary or compulsory, having for its object the winding-up of the Corporation (other than a voluntary winding-up by members for the purposes of reconstruction and amalgamation) or if a winding-up petition has been presented against the Corporation or if a meeting of the Corporation's creditors be called or if a receiver or manager or judicial manager be appointed in respect of all or any part of the Corporation's properties or if the Corporation enters into a composition or other arrangement with its creditors;
(iv) if the Corporation is an individual or if any one of the partners, if the Corporation is a partnership, commits an act of bankruptcy or if a petition for bankruptcy should be presented against any one of them or if it makes or enters into any deed or arrangement or composition with its creditors or suffers or allows any execution whether legal or equitable to be levied on property or obtained against itself;
(v) if a petition for bankruptcy or winding up should be presented or an order be made for any adjudicating and/or receiving order or winding up against the Cardholder and/or the Corporation, as the case may be;
(vi) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any property of the Cardholder and/or the Corporation and such distress, execution or other process as the case may be is not satisfied by the Cardholder and/or the Corporation within twenty-one (21) days of the date thereof;
(vii) if the Cardholder and/or the Corporation should have furnished false or inaccurate information or data to the Bank;
(viii) if a receiver has been appointed in respect of the Cardholder's and/or the Corporation's assets or any part thereof or a meeting, whether formal or informal, being called by the Cardholder's and/or the Corporation's creditors, or any of them or if the Cardholder and/or the Corporation enters into any scheme of repayment or arrangement with any creditor or if the Cardholder goes to AKPK (Agensi Kaunseling dan Pengurusan Kredit) for assistance;
(ix) if the Cardholder and/or the Corporation should allow a

judgment debt obtained against him to remain unsatisfied for a period of seven (7) calendar days from the date hereof (other than a judgment debt on which the Cardholder and/ or the Corporation shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law);

(x) if in the opinion of the Bank, the Cardholder Account and/or the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, with the Bank is or has not been operated satisfactorily or in default of payment due;

(xi) if an event or events has or have occurred or a situation exists which should or might in the opinion of the Bank prejudice the ability of the Cardholder and/or the Corporation to perform his obligations under this Agreement;

(xii) if the Cardholder shall become insane or die;

(xiii) if the whereabouts of the Cardholder is unknown to the Bank;

(xiv) if the Bank is of the view that suspicious or abnormal transactions are being carried out on the Card and such suspension and/or termination is reasonably required to prevent fraudulent or unauthorized transactions;

(xv) if the Cardholder or the Corporation is found to have breached any applicable laws or regulations including with regard to the Cardholder or the Corporation's use of the Card; or

(xvi) if any other sums shall be due from the Cardholder and/ or the Corporation and/o the Corporation's related and/or associated companies and/or the guarantor and/or security provider of the Cardholder's indebtedness herein ('the Obligors') to the Bank or any third party from time to time or at any time or if any of the Obligors may be or become liable to the Bank or third party anywhere on banking account or any other account current or otherwise or in any manner whatsoever including but not limited to liability of the Obligors incurred in the capacities as sureties or guarantors or if default is made by any of the Obligors in relation to any provisions of such accounts or in any other credit facilities granted by the Bank or third party now or hereafter to any of the Obligors.

(c) The Corporation shall continue to be liable for all transactions and the usage of the Card before the proper termination of the Card and/or Main Account.

(d) In the event of the termination of:-

(i) any of Card whether by the Cardholder and/or the Card Program Administrator or by the Bank no refund of the annual fee, goods and service tax or any part thereof will be made to the Cardholder and the Corporation by the Bank, unless the termination, whether by the Cardholder, Card Program Administrator or by the Bank, occurs within three (3) months from the payment of the annual fee (if any), whereupon the Bank shall refund to the Cardholder the annual fee paid on a pro-rated basis; and

(ii) the Main Account by the Corporation or by the Bank for any reason whatsoever, the facilities and services under the Main Account and the Cards will automatically be terminated and the Corporation shall ensure that its Cardholder cut the Card in halves or return the Card to the Corporation and the Corporation shall cut in halves all the collected Cards from the respective Cardholder. The Cardholder and Corporation shall be and remain liable for all transactions effected through the use of the Card prior to the Bank's receipt of such written notice of termination.

Conditional Use and Availability of Card

4A. (a) Without prejudice to the generality of the foregoing, the use of the Cards and availability thereof is conditional upon:-

(i) there being no contravention of any laws in relation thereto; and

(ii) the Cardholder and the Corporation representing and undertaking (and continually representing and undertaking) to the Bank that the Bank's agreement to grant or make or continue to make available the Card to the Cardholder and/ or the Corporation will not contravene nor be in breach of any prevailing laws or regulatory requirements or any other provisions or any lending limits or restrictions that may be imposed upon the Bank from time to time by Bank Negara Malaysia or such other authority having jurisdiction over the Bank ("The Applicable Laws and Regulations").

(b) The Applicable Laws and Regulations to which the Card is subject shall include but shall not be limited to:-

(i) all prevailing provisions of the FSA;

(ii) all prevailing Bank Negara Malaysia's guidelines and directives issued in respect of FSA; and

(iii) all guidelines, lending limits or restrictions issued by Bank Negara Malaysia or any other governmental authority from time to time including those pertaining or applicable to the grant and/or use of the Card to and/or by persons connected to the Bank.

(c) The Cardholder and/or the Corporation shall immediately notify the Bank in writing if:-

(i) the Cardholder and/or the Corporation is or becomes in breach of any of The Applicable Laws and Regulations; or

(ii) any of the terms and conditions hereincontained ceases to be satisfied or is discovered to have been breached or not been satisfied by the Cardholder and/or the Corporation.

(d) The Cardholder and/or the Corporation in giving declaration(s) in respect of any of the aforementioned or any terms and conditions hereincontained where required by and upon terms stipulated by the Bank shall be deemed to represent and warrant to the Bank that the contents therein shall remain true and accurate in all respects so long as the Card remains available or any sums due thereunder remains payable.

PIN and use of the Card ("Chip & Pin") where applicable

4B. (a) The Bank will allocate an initial PIN to the Cardholder via Short Messaging System (SMS) or PIN Mailer (in the event the Cardholder does not have a valid mobile number registered with the Bank, in which case the same will be sent to Cardholder's correspondence address) upon card activation by the Cardholder.

- The Cardholder upon receipt of the initial PIN shall change the initial PIN at the Bank's own ATMs, secured website and/or other secured channels permitted by the Bank within seven (7) days or as specified by the Bank.

- If the Cardholder has forgotten his PIN, the Bank will issue the Cardholder with a new initial PIN upon the Cardholder's request.

- Upon lost or stolen Card as reported by the Cardholder and/or Corporation and the Bank agrees to issue the Cardholder with a new Card, an initial PIN for the new Card will also be issued. The Cardholder is not able to use his existing PIN with a replacement Card.

(b) The Cardholder must keep his PIN secret and shall not disclose his PIN to any other person under any circumstances. In selecting the Cardholder's PIN, the Cardholder **SHALL NOT** select a PIN which is obvious or predictable, including those which:-

- represents his birth date;
- being an alphabetical PIN, is a recognisable part of his name;
- consists of sequential numbers (for example 12345); or
- consists of all numbers being the same (for example 111111).

(c) The Cardholder must ensure that the transaction amount is correct before signing any vouchers or transaction records and before entering the Cardholder's PIN which requires the entry of the Cardholder's PIN. By signing a voucher or transaction record or entering the Cardholder's PIN or otherwise using the Cardholder's Card at any electronic point of sale terminal, the Cardholder is deemed to have agreed to the transaction and confirmed the amount is correct.

(d) The Cardholder consents and agrees that the PIN will serve as a means of authenticating and verifying the Cardholder's identity to the Bank for purposes of the transactions contemplated under these terms and conditions.

In this regard the Cardholder and Corporation authorise the Bank to accept, follow and act upon all instructions of the Cardholder in relation to the Cardholder's Card when identified by the Cardholder's PIN and the Bank shall not be liable for acting upon such instructions in good faith. Such instructions shall be deemed irrevocable and binding upon the Cardholder and Corporation upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions. The Bank is entitled to rely on the PIN as conclusive evidence of the Cardholder's identity but if the Bank has doubts or is uncertain as to the Cardholder's identity, the Bank may still request for such other form or means of identification as it may deem fit in its absolute discretion at any time and from time to time.

Theft or Loss or Fraudulent use of the Card/PIN

5. (a) Save as hereinafter provided the Corporation shall be and shall remain liable to the Bank for all goods and services supplied by any merchants and all cash advances effected through the use of the Card whether or not such usage is authorised by the Cardholder and/or the Corporation. The Cardholder and the Corporation shall be under a duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN to any other person and the Cardholder and the Corporation shall jointly and severally agree to indemnify and hold the Bank harmless against any liability for loss, damage, costs and expenses (legal or otherwise) arising from the Cardholder's and/or Corporation's breach of such duty. The duty to use utmost care, diligence and precautions to prevent the loss, theft or fraudulent use of the Card and to prevent the disclosure of the Cardholder's PIN to any other person includes:-

- never allowing anyone else to use the Card.
- regularly check that the Cardholder still has his Card.
- never writing the PIN on the Card or any item normally kept with the Card and keeping the Cardholder's PIN record, even if disguised, separate and well apart from his Card.
- never writing the PIN in a way which can be understood by someone else.
- never divulging/disclosing/telling the PIN to anyone else.
- not letting the Card out of the Cardholder's sight.

The Cardholder and/or the Corporation must immediately notify the Bank verbally or in writing of any loss and/or theft of the Card and/or disclosure of the PIN to any person. The Corporation shall be and shall remain liable to the Bank for any goods or services supplied by merchants and cash advances effected by the use of the Card by any person before the Bank's receipt of the Corporation's or Cardholder's written or verbal notification of the loss and/or theft of the Card and/or disclosure of the PIN. Notwithstanding the foregoing, the Bank shall however limit the Corporation's liability to RM250 for each Card for unauthorized transactions as a consequence of the Card being lost or stolen provided the Cardholder and the Corporation have not:-

(i) acted fraudulently; or
(ii) failed to inform the Bank as soon as reasonably practicably after having found that the Card is lost or stolen.

If the Bank can prove on a balance of probabilities that the Cardholder and the Corporation acted fraudulently or failed to inform the Bank as reasonably practicably after having found that the Card was lost or stolen, the Corporation's liability for such unauthorized transactions shall be unlimited. Where a PIN is used in respect of any Card transaction, such use shall be deemed to have been expressly authorized by the Cardholder and the Corporation and the Cardholder and the Corporation shall be precluded from alleging that the Card was used for unauthorized transactions as a consequence of the Card being lost or stolen. In the event the Corporation is not satisfied with the Bank's decision in relation to any matter arising from this clause, the Cardholder and the Corporation may refer the dispute to the Financial Mediation Bureau for resolution of the said dispute. When the lost or stolen Card is recovered, the Cardholder and the Corporation agree not to use the Card which has been recovered and shall immediately cut in halves across the magnetic stripe and across the chip (if the Card has a microchip embedded therein).

(b) The Bank is not obliged to issue a replacement Card to the Cardholder following its loss or theft. If the Bank decides to issue a replacement Card, it will be subject to a request having been made by the Corporation for a replacement Card and payment of the Card Replacement Fee stated in the Bank's Product Disclosure Sheet for CIMB Corporate Card Solutions which the Corporation and the Cardholder have already received from the Bank ("PDS").

The Bank reserves the right not to replace the Card in the event of any reported loss or theft of the Card for the third time. The Bank will not charge any Card Replacement Fee if the replacement of the Card is due to the Card or the chip contained in the Card being faulty or defective or if the replacement of the Card is required due to card or system enhancements by the Bank.

(c) In the event that a replacement Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the Cardholder Account shall be transferred to the new Cardholder Account.

(d) Where there is any loss and/or theft of the Card and/or disclosure of the PIN to any person, if requested by the Bank, the Cardholder and/or the Corporation must also provide the Bank with:-

(i) a copy of the police report; and/or
(ii) a written confirmation

made by the Cardholder of the loss and/or theft of the Card and/or disclosure of the PIN to any person within seven (7) calendar days from the Bank's request.

Renewal of Card

6. Upon the expiry of the validity period of the Card, the Bank may issue the Cardholder a new replacement Card provided that the Bank may at its sole discretion refuse to issue a new replacement Card without having to assign any reason whatsoever by giving adequate prior notice. In the event that a new Card is issued, the whole outstanding New Balance and all other debit entries constituting the New Balance in the Cardholder Account shall be transferred to the new Cardholder Account.

Limit of Purchases and Transactions

7. (a) Notwithstanding that a prescribed credit limit may not be assigned or known to the Cardholder and/or the Corporation, the Bank may at any time at its sole discretion set such a limit for its control purposes after giving the Cardholder and/or the Corporation three (3) working days prior notice.

(b) Where a prescribed credit limit is assigned and made known to the Cardholder and/or the Corporation, the Cardholder and the Corporation shall not exceed the prescribed credit limit assigned/ established by the Bank unless prior written approval to exceed this limit is obtained by the Corporation from the Bank. The Cardholder and the Corporation further undertake not to effect any purchases or transactions within or outside Malaysia which may cause the aggregate outstanding balance of the Cardholder and/ or the Corporation's obligation to the Bank to exceed such credit limit.

(c) Notwithstanding that a prescribed limit is assigned and made known to the Cardholder and/or the Corporation, the Bank may, subject to Clause 7(g) below, at any time at its sole discretion alter or amend the prescribed credit limit after giving adequate prior notice to the Cardholder and/or the Corporation.

(d) Notwithstanding the aforesaid, the Corporation shall remain and be liable for all its liabilities including but not limited to all purchases, cash advances and transactions exceeding such credit limit. In amplification and not in derogation of the aforesaid, the Bank is not duty bound in any way whatsoever to ensure that the credit limit is not exceeded by the Cardholder and/or the Corporation.

(e) The Cardholder and/or the Corporation shall not be entitled under any circumstances to demand that the prescribed credit limit or the unutilised prescribed credit limit be made available by the Bank for the Cardholder and/or the Corporation's use. The Bank shall not be under any obligation either at law or in equity to make or continue to make available the prescribed credit limit or the unutilised prescribed credit limit for utilisation by the Cardholder and/or the Corporation.

(f) The availability or continuation of the prescribed credit limit extended to the Cardholder and/or the Corporation is subject to reviews which may be undertaken by the Bank from time to time or at any time.

(g) In addition and without prejudice to any of the Bank's other rights contained in this Agreement, following the Bank's aforementioned review the Bank shall be entitled after giving adequate prior notice to the Cardholder and/or the Corporation and without any obligation whether at law or in equity to give any reasons therefore to immediately unilaterally suspend or withdraw or vary or amend the prescribed credit limit of the Cardholder and/or the Corporation in any manner or upon such further terms and conditions as the Bank shall reasonably deem fit.

(h) The Bank may (but shall not be obliged to) at any time and from time to time contact the Cardholder and/or the Corporation to validate a transaction carried out on the Card as a measure to prevent any possible unauthorised use of the Card. In the event that the Bank is unable to contact the Cardholder and/or the Corporation the Bank may (but shall not be obliged to) decline the transaction without liability to the Bank. In the event the Bank permits the transaction to be carried out, the Corporation shall remain liable for the charges and/or debts incurred and/or monies withdrawn.

Fees and Charges

8. The Corporation agrees to pay the following fees and charges:

(a) an annual fee for the Card when issued or renewed together with any goods and service tax or other impost which may be imposed by any relevant authority from time to time;
(b) a handling charge for the issue of a Replacement Card;
(c) charges for the provision of copies of sales/cash advance drafts and any other further supporting documents or services the Bank may from time to time provide unless otherwise stipulated by the Bank;
(d) fees and charges for any or all of the Card transactions effected through the use of the Card via the ATM including but not limited to cash advances and/or cash withdrawals; and
(e) such other fees and charges which the Bank may at its sole and absolute discretion impose from time to time upon giving the Corporation and Cardholder twenty one (21) calendar days' notice prior to the effective date of implementation.

The quantum of the fees and charges payable shall be of such amount which the Bank may determine and such determination shall be final and conclusive and shall not be questioned on any account whatsoever. Such fees may be debited to the Cardholder Account.

Records of Transaction and Billing Currency

9. (a) The Bank shall be entitled to treat:-
   (i) any sales draft, transactions record stored or recorded electronically or otherwise, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Card; and/or
   (ii) the Bank's record of cash advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order or via the telephone or via the internet or via any other mechanical, electrical or electronic or media or devices

   as evidence of a debt properly incurred by the Cardholder and Corporation to be debited to the Cardholder Account notwithstanding that any such document may not contain the signature of the Cardholder or that such signature of the Cardholder (if appearing) differs to the signature of the Cardholder on the nomination form for the Card or on the Bank's record. The Cardholder and the Corporation agree that the records of the Bank of any transaction effected by the use of the Card (including but not limited to transactions which have been authorised by the entry of the PIN) shall be conclusive and binding on the Cardholder and the Corporation for all purposes, save and except where there is manifest error. Notwithstanding the above, if the Bank receives satisfactory and irrefutable documentary evidence that any transaction effected on the Card is due to fraud not occasioned or contributed by the acts and/or omissions on the part of the Cardholder and/or the Corporation and provided always that the Cardholder and the Corporation have complied strictly with the terms and conditions contained in this Agreement, the Bank may at its sole and absolute discretion release the Corporation from its obligation to pay the debt incurred arising from the fraudulent transaction.

   (b) All debts if incurred in a currency other than the billing currency shall:-
   (i) before being debited to the Cardholder Account, be converted into the billing currency at such rate of exchange as may be conclusively determined by MCI at the date of entry into the Cardholder Account; and
   (ii) be subject to an administration charge stated in the PDS, which charges shall be added to and/or bundled with the foreign exchange conversion prescribed under Clause 9(b)(i) above as at the date of entry into the Cardholder Account and such charge may be debited to the Cardholder Account; and
   (iii) be subject to any fee as may be charged and conclusively determined by MCI and such charge may be debited to the Cardholder Account.

The rate of currency exchange, administration charge and fees as may be charged by MCI and the Bank shall be at the rates as may be notified by the Bank to the Cardholder and Corporation in the same manner as the Bank notifies the Cardholder of the changes in late payment charges and other charges as specified in Clause 14 below and 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.

ATM Transactions

10. (a) Upon request by Card Program Administrator and subject to Bank's approval, the PIN for the Card will also enable the Cardholder to obtain cash advances and/or cash withdrawals via the ATM.
   (b) The Bank shall not be responsible or liable in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment howsoever caused to or incurred or suffered by the Cardholder and/or the Corporation including but not limited to instances where transactions cannot be effected or are erroneously effected whether by reason of defect, breakdown, stoppage or closure, interruption or loss of power supply to the ATM ("Technical Defects") or otherwise or where the Card is not honoured or accepted for use or where the Card is retained by the ATM by virtue of the Technical Defects or for whatsoever other grounds or reasons unless they arise from and are caused directly by the Bank's gross negligence or wilful default.
   (c) The operating hours, type of operations, facilities and services available to the Cardholder and/or the Corporation as well as the frequency and manner of the use of the Card to effect transactions via the ATM shall be determined by the Bank from time to time in its sole and absolute discretion.
   (d) If the Card is used at an ATM to operate the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, the use of the Card on the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, shall also be subject to the Bank's prevailing terms and conditions governing the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be.

Statement of Account

11. (a) (i) Statements (for the Cardholder Accounts of respective Cardholders) and a Consolidated Statement for Main Account will be posted to the "Corporate Cards Online" portal, for the Corporation's viewing and downloading once a month or at such intervals as the Bank may deem fit and that it is hereby agreed that all such statements shall be deemed to have been received by the Corporation within forty-eight (48) hours from the date of the relevant statement.
   (ii) Upon receipt of the Statements and the Consolidated Statement by the Corporation, the Cardholder and the Corporation are deemed to have examined all entries in their respective Statements and Consolidated Statement.
   (iii) The Cardholder and the Corporation hereby expressly covenant and undertake with the Bank that the Cardholder and the Corporation shall notify the Bank in writing of any error, discrepancy or inaccuracy of any kind whatsoever in the Statement within fourteen (14) calendar days from the date that the Cardholder and the Corporation receive or is deemed to have received the Statement and Consolidated Statement respectively. If neither Cardholder nor the Corporation notifies the Bank in writing of any error, discrepancy or inaccuracy of any entry in the statement then the Cardholder and the Corporation shall be deemed to have accepted the entries contained therein made up to the date of the last entry in the statement as correct and as final and conclusive evidence of the facts contained therein and binding on the Cardholder and the Corporation and the Cardholder and the Corporation shall thereafter be precluded from making any claims against the Bank by alleging that its said statement contains any error, discrepancy or inaccuracy, save where there is manifest error.
   (iv) The Bank shall not be obliged to furnish the Cardholder and/or the Corporation with any statements, or copies of such statements or sales slips or other records of transactions which relate to transactions which have occurred more than twelve (12) months from the date of the Cardholder and/or the Corporation's request.
   (b) Notwithstanding the due dates for payment specified in the Cardholder's Statement and the Corporation's Consolidated Statement, the whole of the outstanding balance on the Cardholder Accounts and the Corporation's Main Account including late payment charges and all other charges shall become due and payable immediately upon the termination of the use of Main Account by the Bank. Where
   (i) the use of any particular Card by any particular Cardholder is terminated by the Bank under Clause 4 or the Bank refuses to issue a replacement Card to any particular Cardholder under Clause 5; or
   (ii) the Corporation or any particular Cardholder terminates the use of any Card in relation to the particular Cardholder under Clause 3 or fails to have the Card renewed under Clause 6 hereof,

   the whole of the outstanding balance on that Cardholder Account including late payment charges and all other charges provided herein shall immediately be due and payable. For the avoidance of doubt, it is expressly agreed by the Cardholder and the Corporation and the Bank that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the Main Account or the use of any particular Card. After termination of the Main Account or the use of any particular Card the Bank may continue to debit further monies (including but not limited to other charges provided herein) to the Cardholder Account and/or Corporation's Main Account and such further monies debited shall also become due and payable immediately.

(c) Notwithstanding the suspension or termination of the use of the Card, late payment charges, administrative charges and any other applicable charges shall continue to be chargeable on all monies which remain due and unpaid.

(d) If the Bank is unable to post the Statements and/or the Consolidated Statement to the "Corporate Cards Online" portal, the Corporation's liability nonetheless shall continue and for the purpose of calculating late payment charges and any other charges and for establishing the date on which payment of late payment charges and principal is due, the Bank may select any day of the month as the monthly Consolidated Statement date.

Cash Advances / Cash Withdrawals

12. (a) The Cardholder may obtain cash advances in such amount as notified to the Corporation in the PDS for CIMB Corporate Card Solutions which has been made available to the Corporation or otherwise notified in writing from time to time, by the following means:-

    (i) use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM); or

    (ii) for all out of country transactions via ATM and/or any member institutions of MCI whereupon the exchange rates (if applicable) imposed for such cash withdrawals shall be the prevailing exchange rates determined by the Bank at its sole discretion from time to time. The Cardholder and the Corporation shall be fully responsible for ensuring that such transactions shall not violate the laws existing in the country where the transactions are carried out.

(b) Cash advance interest will accrue on each cash advance from the date of the advance until repayment in full at the rate, specified in the PDS or such rate as the Bank may at its sole discretion decide, which rate shall be notified to the Cardholder and the Corporation in the Statement and/or the Consolidated Statement or otherwise in writing from time to time. A cash advance fee shall be assessed on the amount of each cash advance at the rate, specified in the PDS and shall be charged to the Cardholder Account. The cash advance fee may be specified in the Statement and/or the Consolidated Statement or otherwise in writing from time to time and 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.

(c) The Corporation agrees to be liable for all cash advances performed through the Card regardless of whether such withdrawals are performed within or outside the assigned credit limit.

Full Payment on Due Date & Late Payment Charges

13. (a) (i) The Corporation shall pay all outstanding balances (including late payment charges and any other charges) set out in the Consolidated Statement on the relevant due date set out in the Statement. If the Corporation fails to pay in full the outstanding balances on the relevant due date, the Bank shall impose late payment charges on the Corporation's overdue outstanding balance at the rate specified in the PDS). Late payment charges shall be chargeable on the balances that remain outstanding in the account from the due date until full repayment of the outstanding balance,

    (ii) Any unpaid balance together with any accrued and unpaid late payment charges, administrative charges and any other applicable charges as at the Due Date shall be capitalised and shall be subject to the late payment charges until full repayment of the outstanding amounts.

    (iii) If the New Balance exceeds the prescribed credit limit assigned in respect of the Cardholder, the Bank may at any time require the Corporation to forthwith pay the entire amount by which the said prescribed credit limit is exceeded ("amount in excess of the prescribed credit limit").

(b) All payments for the purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, handling charges, additional charges and/or late payment charges and any other applicable fees and charges will be debited to the Cardholder Account in the billing currency and shall be reflected in the Statement.

Changes in Late Payment Charges and other charges

14. (a) In amplification and not in derogation of the Bank's rights contained in Clause 24, the Bank shall be entitled at its sole discretion at any time and from time to time to vary the rates or method of calculation of annual fees, handling charges, late payment charge and any other applicable fees or levies provided for herein by giving twenty one (21) calendar days prior notice to the Corporation. Notification to the Corporation of the change and the effective date of any such change shall be by way of posting a notice in the Bank's banking halls and/or the Bank's website. Where practicable, the Bank may also notify the Corporation through any of the following means:-

    (i) by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change; and/or

    (ii) by posting an insertion in the Statement and Consolidated Statement of such changes and its effective date of change; and/or

    (iii) by posting a notice of such changes and its effective date of change to the Cardholder and/or the Corporation by way of ordinary or registered post; and/or

    (iv) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Corporation.

(b) The communication made by the Bank hereunder shall be deemed to have been received by or communicated to the Corporation:-

    (i) on the date of posting of the notice in the Bank's banking halls and/or website; and/or

    (ii) on the date of first publication in any newspaper of the Bank's choice if communication is made or effected by the Bank in accordance with the provision of Clause 14(a)(ii) above; and/or

    (iii) three (3) calendar days after the date of posting of the Statement or Consolidated Statement to the Cardholder and the Corporation respectively if communication is made or effected by the Bank in accordance with the provision of Clause 14(a)(iii) above; and/or

    (iv) three (3) calendar days after the date of posting of the notice to the Corporation by ordinary or registered post if communication is made or effected by the Bank in accordance with the provision of Clause 14(a)(iv) above; and/or

    (v) on the date the notice of such changes are sent by SMS or electronic mail to the Corporation or the date such notice of changes are posted to the Bank's website in accordance with the provision of Clause 14(a)(iv) above.

The decision of the Bank as to the charges imposed and chargeable at any time on the Cardholder Account or the method of calculation thereof shall be final and conclusive and shall not be questioned on any account whatsoever, save and except where there is manifest error.

Account Closure

15. The Bank shall close the Cardholder Account and/or Main Account immediately upon the receipt of a closure request from the Corporation or at any such other time as the Bank deems fit upon the Bank giving fourteen (14) calendar days prior notice to the Corporation without being subjected to any fees and charges imposed by the Bank. In connection with such closure the Bank, shall arrange for a refund to the Corporation of the balance in such account(s), if any, within thirty (30) calendar days by way of Cashier's Order or Bank Draft to be sent by post or by any other means or such other mode of payment as determined by the Bank.

Application of Payments

16. All payments to the Bank must be made in the billing currency. Payments by the Corporation to the Bank shall not be considered to have been made until the relevant funds have been received for the value by the Bank. All payment by cheques must include inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the same from the Main Account or any one of the Cardholder Accounts opened for the

benefit of the Corporation or exercise its right of set-off as the Bank deems fit. Payments made by the Corporation to the Bank whether by direct debit from the Corporation's Other Accounts or otherwise will be applied to settle those balances (i.e. items appearing in the Statement) attracting the highest charges first. The Bank is irrevocably authorised (but not obliged to) transfer payments from one card account to another card account (for all accounts within the same Corporation) to regularise any outstanding arrears in the other accounts.

Waiver

17. (a) The Bank's acceptance of late payments or partial payments or cheques or money orders marked as payment in full or waiver by the Bank of its rights or indulgence to the Corporation shall not operate to prevent the Bank from enforcing any of its rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.

    (b) The rights of the Bank herein contained are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law. The rights of the Bank herein contained shall not be capable of being waived or varied, otherwise than by an express waiver or variation in writing, and in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

Payment by Cheques

18. Cheques sent by the Corporation as payment and which have been subsequently dishonoured may be returned by messenger or by courier or by post to the Corporation at the Corporation's own risk and expense. The Bank shall not be responsible nor liable to the Corporation in the event the dishonoured cheques are lost in transit unless due to and caused directly by the Bank's gross negligence or wilful default.

Prepayment

19. In the event the Corporation pays the Bank any amount exceeding the New Balance ("prepayment"), the Bank may at any time at its absolute discretion be entitled to verify the source of the funds of the prepayment. Subject to the Bank having satisfied itself with the verification, the Bank, without any prejudice to any other right of the Bank under this Agreement, may apply the prepayment towards the Corporation's payment obligation for purchases and transactions effected by the Card. Pending the Bank's verification of the source of the funds of the prepayment:-

    (i) the Bank reserves the right to suspend the use of the Card and/or decline any transaction attempted on the Card by the Cardholder after the prepayment; and

    (ii) any sum standing to the credit of the Cardholder Account as a result of the prepayment shall not be refundable to the Corporation.

Set-Off

20. The Corporation agrees that the Bank may, by giving the Corporation seven (7) calendar days prior notice, combine or consolidate all or any account(s) of the Corporation with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with any other third party in or towards discharge of all sums due to the Bank now or hereafter under any account(s) of the Corporation and/or the Obligors with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Corporation hereby authorises the Bank to effect any such combination consolidation set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion. In this regard the Bank may concurrently earmark any available funds in the Corporation's deposit accounts against the Corporation's outstanding balance upon the issuance of the notice to the Corporation.

Legal Costs and Indemnity

21. (a) The Corporation shall be liable to pay the Bank all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Corporation. Unless due to and caused directly by the Bank's gross negligence or wilful default, the Corporation further undertakes to hold the Bank harmless and to indemnify the Bank against any liability for loss, damage, costs and expenses (legal or otherwise) which the Bank may incur by reason of the provisions herein or in the enforcement of its rights hereunder.

    (b) In addition to and without prejudice to all other rights available to the Bank, unless due to and caused directly by the Bank's gross negligence or wilful default, the Corporation further undertakes to indemnify and keep the Bank indemnified from and against all claims, demands, actions, proceedings, loss and expenses together with all interest and charges and all other liabilities, indebtedness and monies due and owing of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the use of the Card(s) by and/or the issuance of the Card(s) to the Cardholder and/or the enforcement of any of the Bank's rights hereunder.

Force Majeure

22. Without Prejudice to any of the provisions of this Agreement, the Cardholder and the Corporation agree not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. Any inability to meet a payment due by the Corporation to the Bank because of lack of funds will in no circumstances be treated as an event of force majeure. In the event that the Bank is not able to furnish the Cardholder with a Statement and/or the Corporation with a Consolidated Statement pursuant to the provisions of this Agreement for any period of time, the Corporation's liability for late payment charges and other charges shall nevertheless continue to accrue and for the purpose of computing the late payment charges which are payable to the Bank or establishing the due date for payment of late payment charges and principal, the Bank may select any day of the month as the monthly statement date.

Bank not liable for acts of merchants and other third parties

23. (a) The Bank shall not be responsible for the refusal of any merchant or member institution of MCI to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder and/or the Corporation by any merchant. Any complaint by the Cardholder and/or the Corporation must be resolved directly with the merchant or the member institution of MCI concerned and no claim against the merchant or member institution of MCI may be set-off or counter-claimed against the Bank. Furthermore the Corporation agree to be liable for the amounts incurred and will not withhold payment to the Bank on account of any such complaint or under any circumstances whatsoever. Goods and services obtained against the Card shall not be exchanged or returned for a cash refund but a credit voucher shall be issued by the merchant for this purpose. Upon receipt of any credit voucher the Bank shall credit the same into the Cardholder Account. Unless the credit voucher issued is received by the Bank, the Cardholder and the Corporation shall remain liable for the amount incurred.

    (b) In amplification and not in derogation of the aforesaid, the Bank shall not for any reason whatsoever be liable for damages suffered or loss incurred by the Cardholder and/or the Corporation under any circumstances whatsoever (unless they arise from and are caused directly by the Bank's gross negligence and wilful default) whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by any merchant, person or body non-acceptance by any bank or any member institution of MCI for cash advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the credit limits or facilities, the listing of such Card number in any cancellation lists or under any circumstances wherein the Bank shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

Amendments

24. (a) The Bank reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("the Amendment") any of these terms and conditions at any time and from time to time upon giving twenty one (21) calendar days prior notice to the Corporation and they shall become effective on such date as the Bank may elect to adopt. At the sole and absolute discretion of the Bank, notification of the Amendment or any other communication or notice to the Corporation may be effected by any one of the following means of communication:-

    (i) by dispatching the same to the Corporation by courier or hand; and/or
    (ii) by posting a notice in the Bank's premises stating such changes and its effective date of change; and/or
    (iii) by way of a single publication in one or more newspaper of the Bank's choice of such changes and its effective date of change; and/or
    (iv) by posting an insertion in the Statement or Consolidated Statement of such changes and its effective date of change; and/or
    (v) by posting a notice of such changes and its effective date of change to the Corporation by way of an ordinary or registered post; and/or
    (vi) by sending notice of such changes and its effective date of change by SMS or electronic mail to the Corporation or by posting the notice of such changes and its effective date of change on the Bank's website.

    Communication to the Corporation by any one of the above mode of communication shall be deemed to have been received by or communicated to the Corporation in accordance with the provisions of Clause 14(b) and in the case where notice of the Amendment is dispatched to the Corporation by courier or hand on the day of delivery.

    Such changes will apply on the effective date specified by the Bank and will apply to all outstanding balances in the Cardholder Account. Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder and the Corporation.

    (b) This Agreement (with all ancillary agreements as time to time amended by the Bank) contains, and is intended as, a complete statement of all of the terms and arrangements between the parties hereto with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties hereto with respect to any such matters.

Severability

25. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Disclosure

26. The Cardholder and the Corporation hereby expressly authorises the Bank as and when the Bank at its sole and absolute discretion deems fit, without reference to the Cardholder and the Corporation, to disclose to any of its agents, service providers, auditors, legal counsel, professional advisors, security providers and guarantors in or outside Malaysia and to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company (collectively "Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia, any information relating to the Cardholder and/or the Corporation, the Cardholder's and/or the Corporation's affairs and/or any accounts maintained by the Cardholder and/or the Corporation with the Bank for facilitating the business, operations, facilities and services of or granted or provided by the Bank and/ or the Group Companies to their customers including but not limited to authorising the Bank to do the following:-

    (a) to give, produce, divulge, reveal, publish or otherwise disclose, or make a record of the Cardholder's personal particulars and/ or the Corporation's particulars submitted to the Bank and any other information relating to the Cardholder Account and the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be, and the Card numbers of the new renewed or replaced Card and any other information relating to the use of the Card or any transaction effected or to be effected through the use of the Card and such other information or document whatsoever relating to the Cardholder's and/or the Corporation's affairs or accounts (including the statement of accounts in relation thereto) and any other credit facility which the Cardholder and/or the Corporation may have with the Bank to:-

        (i) any person(s) in or outside Malaysia including Group Companies. Disclosure to Group Companies which are involved in the promotion, sale, delivery and distribution of financial products and services shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and or the Group Companies;
        (ii) any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Card;
        (iii) any company, organisation, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Cardholder and/or the Corporation, the Central Credit Unit of Bank Negara Malaysia, the Dishonoured Cheque Information System (DCHEQS), Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as the Bank may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise);
        (iv) any person who the Bank deems necessary for the purpose of recovering any monies due and owing from the Cardholder and/or the Corporation to the Bank (including but not limited to debt collection agencies, its employees and agents);
        (v) any merchant, any officer of the Bank and any member institution of MCI and/or any person or entity having a legitimate interest in the Cardholder and Corporation insofar as it relates to the use of the Card by the Cardholder and Corporation; and
        (vi) to any third parties making enquiries with a view to enter into prospective transactions with the Bank.

    Notwithstanding the generality of the foregoing, the Bank agrees that (1) **<u>disclosure to Group Companies for cross-selling purposes shall not be effected if such disclosure is objected to by the Cardholder and/or the Corporation</u>** 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): 19th Floor, Menara Bumiputra Commerce, 11 Jalan Raja Laut, 50350 Kuala Lumpur, Tel No.: 1 300 880 900; and (2) it shall only disclose the Cardholder's and Corporation's information (excluding information relating to the Cardholder's and Corporation's affairs or account) to third parties for strategic alliances, marketing and promotional purposes, only if the Cardholder and/or Corporation have expressly consented to such disclosure.

    (b) to lodge reports (including Police reports) and/or circulars and/ or insert advertisements or publish or display notices (including any advertisements in any media) incorporating any or all of the Cardholder and/or the Corporation's personal particulars, particulars of his/its accounts relating to the Card (including but not limited to the Cardholder's and/or the Corporation's accounts and financial status) which the Bank may deem necessary for the purpose of recovering any monies due and owing from the Corporation to the Bank.
    (c) to check the credit standing of an applicant for the Card and/or the Cardholder's and/or the Corporation'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.
    (d) to disclose to each other (i.e. Cardholder's information to the Corporation and Corporation's information to the Cardholder) the information referred to in sub-paragraph (c) above and any information which the Bank deems fit concerning the Cardholder Account and the Cardholder's Other Accounts and/or Corporation's Other Accounts, as the case may be.

The Bank hereby disclaims all liability to the Cardholder and the Corporation for any loss or damage (direct, indirect, special or consequential) of any nature or embarrassment suffered by the Cardholder and/or the Corporation arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed even if the information is incorrect or erroneous and unless the same is caused directly by the Bank's gross negligence or wilful default.

Further Documents

27. The Cardholder and the Corporation undertake to sign such further documents as may be requested by the Bank from time to time and the Cardholder and the Corporation hereby expressly covenant and agree that at the election of the Bank such further documents may be deemed to take effect retrospectively.

Service

28. (a) The Cardholder and the Corporation hereby irrevocably consent to the service of any notice under this Agreement or any court process or delivery of cheque, bank draft, cashier's order or Card or any other document or item by ordinary post or by hand or by courier service to the last known address of the Cardholder or the Corporation, as the case may be, in the Bank's record and such service and/or delivery shall be deemed effective two (2) calendar days after posting, if sent by post and at the time of delivery, if delivered by hand or courier. Service of court process may also be effected by any other manner permitted by the law.

(b) The Cardholder and the Corporation must:-

(i) promptly notify the Bank in writing of any changes in employment or business or address (office or residential); or

(ii) promptly notify the Bank in writing if the Cardholder intends to be absent from Malaysia for more than thirty (30) calendar days in one stretch;

(iii) update the Corporation's particulars and the Cardholder's personal particulars at the Bank's request from time to time;

(iv) provide the Bank with any information that the Bank reasonably and lawfully requests regarding the Cardholder's use of the Card and to also provide the Bank with any documentation or supporting documents relating thereto which the Bank may request and to cooperate in any investigation or litigation arising from or in connection with the use of the Card;

(v) in the event the Cardholder ceases to be employed by the Corporation or otherwise ceases to be associated with the Corporation, immediately:-

(1) notify the Bank in writing of such cessation; and

(2) retrieve the Card from the Cardholder and cut the Card into halves.

Conclusive Evidence Certificate

29. A certificate issued by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Corporation shall be conclusive evidence against the Corporation in any legal proceedings, save and except where there is manifest error. Any judgment recovered by the Bank against the Corporation in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

Cancellation / Suspension because of Terrorism

30. In addition and without prejudice to any other rights and remedies of the Bank or the generality of any other provisions of the Agreement, the Bank shall be entitled at its sole and absolute discretion to declare that:-

(a) the Card shall be suspended, whereupon the same shall be suspended; and/or

(b) the Card or any part thereof shall be cancelled, whereupon the same shall be cancelled; and/or

(c) all or any principal, interest and other charges or other amounts whatsoever outstanding under the Card (whether present, future, actual or contingent) to be forthwith due and payable, whereupon the same shall become so payable

if any event or series of events whether related or not including but without limitation to any act of violence, terrorism, hostility or war, national emergency, rebellion, revolution, insurrection, usurpation or other calamity (whether occurring within or outside Malaysia or any other place the Bank may carry on business) or other change in circumstances has or have occurred which in the opinion of the Bank (which opinion shall be final and binding on the Cardholder and the Corporation):-

(i) would or might render it inadvisable or impractical for the Bank to make, maintain or fund the Card facility or to continue to do so or to allow any utilisation or further utilisation of the Card facility or to comply with any of its obligations under these terms and conditions; or

(ii) could or might affect the ability or willingness of the Cardholder and/or the Corporation to observe or comply with any obligation on the part of the Cardholder and/or the Corporation to be complied under these terms and conditions or make it improbable that the Cardholder and/or the Corporation would be able or willing to do so.

Suspense Account

31. For the purposes of enabling the Bank to preserve intact, the liability of any party, including the Cardholder and the Corporation once a writ of summons or summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder and/or the Corporation or for such other reasons as the Bank deems fit the Bank may at any time and from time to time place and/or keep for such time as the Bank may deem prudent any monies received, recovered or realised hereunder or under any other security or guarantee to the credit of the Cardholder and/or the Corporation as the Bank shall deem fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

Appointment of Agents

32. In amplification and not in derogation of its rights under this Agreement, the Bank shall, after giving the Corporation seven (7) calendar days' notice, have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Corporation under this Agreement. The Bank will inform the Corporation the impact on the Corporation's rights and obligations after such appointment or where the debt has been sold to a third party. Under specific circumstances where the Corporation are not contactable, the Bank is considered to have fulfilled the obligation if such notice has been sent to the last known address of the Corporation at least seven (7) calendar days in advance. The Bank shall provide the Corporation with the name and contact details of the appointed third party agent or the third party to whom the Bank has outsourced the collection of all and any sums due to the Bank from the Corporation.

Successors

33. This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Corporation and on the successors-in-title and assigns of the Bank.

Reconstruction of the Bank

34. The obligations and liabilities of the Corporation shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

Time of the Essence

35. Time wherever mentioned shall be the essence of the Agreement.

Law Applicable and Jurisdiction

36. This Agreement shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

Exclusion of Liability

37. The Bank shall not be liable to the Cardholder and/or the Corporation for any losses (including any loss of interest, 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 the Bank's gross negligence or wilful default) in relation to the Cardholder's and/or the Corporation'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 and/or the Corporation.

Publication of this Agreement on Bank's Website

38. A copy of this Agreement is published at our website www.cimbbank.com.my (or such other website which the Bank may change from time to time by notification to the Cardholder and Corporation). In the event the Bank changes or varies any terms of this Agreement, the amended and updated version will be posted on the Bank's aforesaid website.

Complaint

39. In the event of any complaint relating to this Agreement, the Cardholder and Corporation may contact the Bank's Customer Resolution Unit ("CRU") at the following address, e-mail address, telephone and facsimile numbers (or bearing such other address, e-mail address, telephone and facsimile numbers which the Bank may change by notification to the Cardholder and Corporation):-

Customer Resolution Unit
Level 19, Menara Bumiputera Commerce,
No 11, Jalan Raja Laut,
50350 Kuala Lumpur
Tel : 1 300 880 900
Fax : 603 2691 3248
E-mail : cru@cimb.com

Privacy Clause

40. PRIVACY CLAUSE (RELATING TO CORPORATION)
The Corporation hereby irrevocably consents and authorises, and confirms that it has duly obtained its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or such other person, individual and/or entity related to or associated with the Corporation as the Bank may deem fit (hereinafter referred to either singly or collectively as "Relevant Person"), for the Bank:-
(a) to be provided information (inclusive of relevant personal information of the said Relevant Person) as may be required by the Bank for use in accordance with relevant terms and conditions and for the purpose of the grant and continued maintenance of the facility/account;
(b) to carry out the necessary reference checks at any time and from time to time in the future including but not limited to credit reporting/reference checks with credit reference/reporting agencies, including but not limited to CCRIS, Financial Information Services (FIS) and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Corporation and its Relevant Person as may be required by the Bank for the purpose of the grant and/or continued maintenance of the facility/account; recovery of debts owing under the facility/account, any purpose related to or in connection with the facility/ account under this Agreement; and or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;
(c) to disclose the Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at www.cimbbank.com.my and www.cimbislamic.com.my); and
(d) to provide the said Relevant Person with information on the Bank's products, services and/or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and/or financial benefit to them,

at the Bank's sole discretion, without further reference to the Corporation and/or its Relevant Person. The Corporation agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Corporation agrees that the Bank shall have the right to terminate this facility/close the Main Account and Cardholder Account.

The Corporation further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising, whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings), from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/ reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, interruption, error, omission, delay, viruses or otherwise howsoever.

This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

Privacy Clause

41. PRIVACY CLAUSE (RELATING TO CARHOLDER)
(a) 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.cimbbank.com.my or www.cimbislamic.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 this Agreement.
(b) In the event 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 this Agreement; (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 this Agreement should such consent be withdrawn by any of the said third parties.
(c) 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.
(d) 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, 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 this Agreement. 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 his/her account(s)/ facility(ies) with relevant credit reporting/reference agencies.
(e) Even after the Cardholder has provided the Bank with any information, the Cardholder will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information.
(f) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion by giving the Cardholder at least twenty one (21) calendar days' prior notice and shall provide prior notification to the Cardholder in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
(g) For the purposes of this Clause and Clause 40, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 6 of the Companies Act 1965 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.

(h) The Cardholder further agrees that the Bank shall not in any event be liable for any claim, loss, damage (financial and otherwise), injuries, embarrassments or liability howsoever arising, whether in contract, tort, negligence, strict liability or any basis (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings), from any inaccuracy or loss, deletion or modification of data or for any other reasons whatsoever relating to any information forwarded by the Bank to such credit reporting/ reference agencies and/or such other party, as the case may be, or in relation to any access or use, or the inability to access or use by such credit reporting/reference agencies and/or such other party or reliance on the information contained therein, whether caused by any technical, hardware or software failure of any kind, interruption, error, omission, delay, viruses or otherwise howsoever, unless the same is caused directly by the Bank's gross negligence or wilful default.

(i) This clause shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of information.

Goods and Services Tax (GST)

42. Without prejudice to any other provision herein, unless otherwise expressly stated, all fees and charges stated to be payable by the Corporation are inclusive of goods and services tax and the Corporation shall be liable for all goods and services tax payable in connection with or arising out of these terms and conditions or the Main Account and/or the Cardholder Account or any services in connection therewith and the Bank shall be authorised to debit the Main Account and/or the Cardholder Account for the same.

CASH REBATE TERMS & CONDITIONS

1. Cash rebates ("Cash Rebate") are made available to Corporations who have successfully applied for and established a Main Account with the Bank. Cash Rebates shall be subject to the terms and conditions hereinafter set out and shall be read together with the provisions of CIMB's Corporate Card Solutions Terms & Conditions (hereinafter referred to as "Corporate Card Agreement"). In the event of any discrepancy or inconsistency between these terms and conditions and those contained in the Corporate Card Agreement, these terms and conditions shall prevail in so far as they relate only to the granting of Cash Rebate.
2. Cash Rebates are only available to Corporations whose Main Account is current, valid, subsisting and who are not in default of any of the terms of the Corporate Card Agreement.
3. Subject to these terms and conditions, the Corporations will be awarded with Cash Rebate, as specified in the PDS for all retail transactions carried out using the Card issued to its Cardholders nominated by the Corporation save that the following transactions shall not be treated as retail transactions and are herein expressly excluded and no Cash Rebates will be granted in respect of any of them:-
   (a) purchase of Petrol, diesel or other fuel purchases,
   (b) cash advance and/or repayment of any monthly instalments under any instalment payment facility provided by CIMB or other banks;
   (c) transactions for payments made towards insurance premiums and/or takaful contributions of any kind whatsoever;
   (d) On-line betting and gambling transactions;
   (e) Quasi Cash transactions - (example: betting and/or gaming transactions/money changing transactions);
   (f) Outstanding balances brought forward from the previous statement, late payment charges, reversals, fraudulent retail transactions and other fees and charges; and
   (g) Transactions made with any merchant associated with or controlled by the Corporation or shareholders' and/or directors of the Corporation.

   Any determination by the Bank as to what types of transactions are excluded from the entitlement to Cash Rebates shall be final and conclusive and shall not be challenged in any manner whatsoever. The Bank also reserves the right to vary the rate or impose limits on the Cash Rebate granted at any time and from time to time upon giving the Corporation at least twenty one (21) calendar days prior notice.
4. For the purpose of calculating the Cash Rebate, foreign currency spending will be converted to Ringgit Malaysia (RM) and shall be based on the Bank's transaction records only, which shall be conclusive, save for manifest error.
5. All Cash Rebates afforded to the Corporation are in lieu of bonus points and/or any other rewards usually associated with the Bank's other credit or charge cards. Unless otherwise expressly stated, where a Corporation is granted Cash Rebates, that Corporation (and the cardholder) shall not be entitled to bonus points and/or any other rewards usually associated with the Bank's other credit or charge cards.
6. The Cash Rebates earned will be calculated (rounded to the nearest Malaysian Sen) and posted to the Cardholder Account on each statement date. The Cash Rebate earned shall be utilized towards payment of the outstanding balances due on the Cardholder Account. The Bank may however vary the date and the frequency of the crediting of the Cash Rebate at its sole and absolute discretion. If any transactions are disputed or alleged to be fraudulent, the Cash Rebate earned on such transactions may be reversed or cancelled by the Bank at its sole and absolute discretion.
7. The Cash Rebates available hereunder are merely a privilege granted by the Bank and the Bank reserves the absolute right and discretion at any time without having to assign any reason to the Corporation to suspend for a definite or indefinite period, cancel and/or terminate the Cash Rebates made available and/or any other benefits available under the Main Account, the Cardholder Account and or the Card (if any) upon giving the Corporation at least twenty one (21) calendar days prior notice. Without limiting the generality of the foregoing provisions the Bank will not be liable for the suspension, cancellation or termination of the Cash Rebate granted or any benefits available thereunder nor for any losses or damages whatsoever and howsoever incurred by the Corporation and/or the Cardholder as a direct or indirect result of the act of suspension, cancellation or termination.
8. The Bank reserves the right upon giving the Corporation twenty one (21) days prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (hereinafter called the "Amendment") any of these terms and conditions. Notification to the Corporation in respect of the Amendment or in relation to any other notice or communication by CIMB to the Corporation shall be effected at the Bank's absolute discretion in the same manner set out in Clause 24(a) (i) to (vi) of the Corporate Card Agreement and the Amendment shall be deemed binding on the Corporation as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
9. These Terms and Conditions shall prevail over any representations contained in any other promotional or advertising materials advertising the Corporate Card Solutions account and/or cards.
10. If there is/(are) any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version or other language version of these terms and conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned where request is made by the Cardholder and/or the Corporations and noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of the terms and conditions shall govern the operation of the Corporate Card Solutions accounts and cards, then the Bahasa Malaysia version of the terms and conditions herein shall prevail.

BUSINESS TO BUSINESS (B2B) ELECTRONIC PAYMENTS

(applicable if the Corporation has applied for a Purchasing Card (Virtual) facility)

1. In the event the Corporation has applied for a CIMB Bank Purchasing Card (Virtual) ("Purchasing Card (Virtual)") which is a virtual charge card operated through an account designated by the Bank to the Corporation as the charge card account, the use of the Purchasing Card (Virtual) shall be governed by the terms herein set out.

Virtual Account

2. Upon approval of the Corporation's application for a Purchasing Card (Virtual) no physical card will be issued by the Bank, instead the Purchasing Card (Virtual) shall be operated as a virtual charge card through an account designated by the Bank to the Corporation as the Purchasing charge card account ("Virtual Account").
3. The Card Program Administrator or any person authorised by the Card Program Administrator shall be entitled to operate and administer the Purchasing Card (Virtual) and the Virtual Account.

Facilities available for Purchasing Card (Virtual)

4. The Corporation will only be able to use the Virtual Account strictly for purchasing of goods and services from merchant(s) which have been approved by the Bank. As no physical card is issued for the Purchasing Card (Virtual), the Corporation will not be able to enjoy the following facilities:-

   (a) ATM transactions;
   (b) Cash advances / Cash Withdrawals; and
   (c) Contactless Transactions.

Disputes

5. In respect of any dispute between the merchant and the Corporation arising from the pricing and/or payment of goods and services to the merchant(s), it shall be the obligation of the Corporation to settle and resolve any disputes or discrepancies in the pricing and amount of payment for goods and services with the merchant and suppliers directly. The Bank is expressly authorised by the Corporation to make the payment to the merchant based on the payment file received from the merchant.

Terms in addition to the Corporate Card Solutions Terms and Conditions

6. Save as expressly provided herein, the Purchasing Card (Virtual) shall be operated in the same manner as the Card (with the difference being that with regard to the Purchasing Card (Virtual), there is no physical card being issued) and the terms and conditions herein are in addition to and without prejudice to the terms and conditions stated in the Corporate Card Solutions Terms and Conditions. In the event of any conflict between the terms and conditions herein and the terms and conditions in the Corporate Card Solutions Terms and Conditions in relation to the Purchasing Card (Virtual), the terms and conditions herein shall prevail in so far it relate to the use of the Purchasing Card (Virtual).

AIR FLIGHT TRAVEL PA INSURANCE
TERMS & CONDITIONS

Important Notice

The following pages contain an extract of the insurance terms and conditions issued by Allianz General Insurance Company (Malaysia) Berhad ("Insurer") for the Cardholders under CIMB Corporate Card Solutions. This insurance is for the benefit of the Cardholders under CIMB Corporate Card Solutions (the Insured Person) and shall be subject to the contents of the Master Policy issued by the Insurer. Any change, amendment or endorsement (including cancellation) of the Master Policy shall be binding on the Insured Person after adequate prior notice is given by the Insurer.

This insurance is for the gratuitous for the benefit of Cardholders under CIMB Corporate Card Solutions and shall not in any way be treated as creating any legal relationship between CIMB Bank Berhad ("CIMB") and the Cardholders under CIMB Corporate Card Solutions. In no event shall CIMB be under any liability of any kind whatsoever or howsoever arising. Further, CIMB shall in no event be under any liability in connection with or relating to the Master Policy.

All the Cardholders under CIMB Corporate Card Solutions shall observe the contents of the Master Policy in order not to prejudice their rights under it. No Cardholders under CIMB Corporate Card Solutions shall have any right of recourse or action against CIMB for any matters arising from the insurance/Master Policy.

If you have any queries regarding the insurance coverage under the Master Policy, a copy of the Master Policy is available for viewing at the Insurer's office as set out below or you may contact the Insurer directly at:

Allianz General Insurance Company (Malaysia) Berhad
Customer Service
Allianz Arena, Ground Floor, Block 2A, Plaza Sentral,
Jalan Stesen Sentral 5, Kuala Lumpur Sentral,
50470 Kuala Lumpur
Tel: 1-300-88-1028 Fax: 03-22648499
Languages Supported: English/Bahasa Malaysia
Call Centre hours: 9 am to 5pm Monday – Friday
(except Public Holidays)

Definitions of Words

For the purpose of this Policy:-

1. **Abroad** shall mean another country overseas.

2. **Accident** shall mean any sudden or unexpected and violent event on the part of the **Insured Person**, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

3. **Country of Residence** shall mean any country to which the **Insured Person** is usually assigned and/or is otherwise domiciled for a period of thirty (30) days or longer.

4. **Company/Insurer/We/Us** shall mean Allianz General Insurance Company (Malaysia) Berhad (Company No. 735426-V).

5. **Card** shall mean an unexpired CIMB credit card under the category of Travel & Entertainment or Purchasing issued to the Policyholder's corporate Cardholders.

6. **Cardholder** shall mean:

   - A corporation or individual who is a holder of a valid, active and unexpired Card issued by the Policyholder in Malaysia. The maximum age limit for an individual card holder is 70 years old.

   - Who at the time of a covered claim or loss is still a bona fide **Cardholder** and the Card Account is billed from Malaysia.

   A Cardholder for the purposes of this Policy shall exclude a Delinquent Cardholder.

6.1 **Inactive Cardholders** shall mean Cardholders who have not made any purchases with their credit card(s) issued by the Policyholder for a period of at least six (6) consecutive months prior to the date of claim.

6.2 **Delinquent Cardholders** shall mean Cardholders who have not made any payment for their credit card purchases in the last 1 month from the due date as stated in the statement issued by the Policyholder.

7. The **Card Account** shall mean;

7.1 The Policyholder will maintain an account for the Cardholder for each Card held ("the **Card Account**") to which the value of all purchases of goods or services and of all cash advances effected by the use of the Card ("**Card Transactions**") and all fees and charges will be debited.

7.2 The Policyholder will assign a credit limit to the **Card Account** which must be strictly observed.

8. **Card Transaction** shall mean;

8.1 **Travel and Entertainment Credit Card:**

the use of credit card by the Cardholder for the purpose of purchasing a full fare flight ticket for one person.

8.2 **Purchasing Credit Card:**

the use of credit card by the Cardholder for the purpose of purchasing a full fare flight ticket for an individual or group booking which shall be considered as one transaction.

9. **Carrier(s)** shall mean the entity that transports the **Insured Person** and **Insured Person's** luggage in the course of the journey by land, water or air conveyance which operates under a licence for the transportation of passengers.

10. **Effective Date** shall mean the date of commencement of insurance.

11. **Endorsement** shall mean written evidence of an agreed change to this Policy.

12. **Expiry Date** shall mean the date on which the insurance expires.

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

14. **Injury** shall mean bodily injury to the **Insured Person** caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental wear and tear which **Injury** shall be solely and independently of any other cause, resulting in any of the covered losses as defined in the Schedule of Benefits.

15. **Insured Person** shall mean the Cardholder or employees of a cooperation.

16. **Policyholder** shall mean CIMB Bank Berhad [Company No: 13491-P].

17. **Policy Schedule** shall mean the Policy Schedule which is attached to and forming part of this Policy.

18. **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.

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

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

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

This Policy (including the Policy **Schedule**, Proposal and Endorsements, if any) shall constitute the entire contract of this insurance and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. Any word in the masculine gender shall also include the feminine gender where applicable.

SECTION I - DEATH AND PERMANENT DISABLEMENT

Operation of Insurance Coverage

The contingencies against which insurance is granted are in respect of any Injuries received or the occurrence of death during a one-way or round trip taken by the **Insured Person** between the point of departure and the destination on or after the date of the ticket purchase; provided the full and total fare for such travel has been fully charged in advance to a card maintained by the **Cardholder** with the Policyholder under the circumstances specified as follows:

1.1 while riding as a fare-paying passenger 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

If within one hundred (100) days from the date of the **Accident** the **Injuries** sustained by the **Insured Person** under this Policy shall result in any loss as specified below, the **Insurer** will pay the sum as set opposite the description of such loss, provided further, that not more than one (1) of these sums shall be payable for the **Injuries** resulting from any one **Accident.**

<u>COVERAGE</u>

LOSS	**BENEFIT AMOUNT**
Loss of Life	RM1,000,000
Loss of both hands or both feet	RM1,000,000
Loss of one hand and one foot	RM1,000,000
Loss of entire sight in both eyes	RM1,000,000
Loss of entire sight in one eye And one hand or one foot	RM1,000,000
Loss of one hand or one foot	RM1,000,000
Loss of entire sight in one eye	RM1,000,000

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

“Loss” as used above in reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and in reference to eye, “Loss” means the total and irrecoverable loss of the entire sight in such eye. Indemnity provided hereunder will not be paid under circumstances for more than one of the losses sustained by the **Insured Person** as the result of any one **Accident.**

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

Exposure and Disappearance

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

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

The death of the **Insured Person** shall be established by an Official Death Certificate or in the case of a disappearance following an **Accident** or the total loss of a Carrier by a Court presuming the death.
If at any time after payment has been made by the **Insurer** for such claim, the **Insured Person** is found to be living, the **Insured Person** shall make full refund to the Insurer.

Accumulation Limit

Company’s maximum aggregate liability shall be RM15,000,000 for any one **Accident**. In the event that an **Accident** involves more than one **Insured Person** and if the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.
However, should the purchases be made via group booking (which shall be considered as one transaction) on the Purchasing Credit Card, the Company’s maximum aggregate liability shall be RM1,000,000,00 for any one Accident. If the said limit of indemnity is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** shall be pro-rated accordingly.

SECTION II – TRAVEL INCONVENIENCE BENEFIT

Operation of Insurance Coverage

The insurance coverage for the **Insured Person** shall operate only when he is taking a trip during the Period of Insurance on a **Scheduled Flight** as a fare-paying passenger and when the entire air fare for travel on such **Scheduled Flight** has been fully charged in advance to a card maintained by the **Cardholder** with the **Policyholder.**

Schedule of Benefits

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

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

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

2.4 **Coverage D— Accompanied Flight Luggage Loss**
If the **Insured Person’s** accompanied check-in flight luggage is not delivered to him within forty-eight (48) hours of the **Insured Person’s** actual arrival at the **abroad** scheduled destination point of his **Scheduled Flight**, such luggage will be presumed to be permanently lost and the **Company** will indemnify the actual additional expenses necessarily and reasonably incurred within four (4) days at such Scheduled destination for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the **Schedule of Benefits**, provided that the luggage presumed lost had been checked

in by an authorised official of the air **Carrier** with which the **Insured Person** was travelling at the time of the occurrence.

General Exclusions (which apply to the whole policy)

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

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

   (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

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

2. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused;
3. riot or civil commotion, lockout or threat of such event;
4. (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

   (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and/or

   (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
5. While committing or attempting to commit any unlawful act;
6. Any consequential loss unless specified in this Policy;
7. Any loss due to currency exchanges of any and every description;
8. Any payment that the Insured 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 **Insured Person** being affected by drugs unless the drugs are taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction);
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 Insured 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 the **Company** alleges that by reason of the provisions above any loss, destruction or damage is not covered by this insurance the burden of proving that such loss, destruction or damage is covered shall be upon the Insured Person.

Exclusions applicable to Section II:

1. **Section II** under this Policy does not cover any loss or expenses directly or indirectly caused by or resulting from any one or more of the following:-

1.1 delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official;

1.2 delay caused by **Carriers** or re-scheduling in **Country of Residence** or the delayed departure at any point in or outside the Country of Residence during the **journey** if **Insured Person** chooses to abandon the trip;

1.3 failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a Property Irregularity Report;

1.4 failure to obtain the required passport, visa and/or any other travel documents;

1.5 failure of the **Insured Person** to take reasonable measures to protect, save or recover lost luggage;

1.6 failure to check in at the airport, station or port according to the travel itinerary given to **Insured Person**;

1.7 any purchases made after collection of the delayed flight luggage by the Carrier under Section II, Coverage C**;** and/or

1.8 loss or delay for which **Insured Person** has received replacement or compensation from the **Carrier** or any other party.

Claims Conditions

1. <u>Notice of Claim</u>

All written notice of claim must be given to;

Allianz General Insurance Company (Malaysia) Berhad
Customer Service,
Allianz Arena, Ground Floor, Block 2A, Plaza Sentral,
Jalan Stesen Sentral 5, Kuala Lumpur Sentral,
50470 Kuala Lumpur

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

2. <u>Condition Precedent</u>

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

3. <u>Document</u>

All certificates, information and evidence must be provided at the Insured Person's expense or at the expense of any other claimant in the form and nature required. In the event of death of the **Insured Person, the Company** shall require sight of the death certificate and may require a post mortem examination at the Company's expense.
Where the Company has furnished the claimant with the form for filing proof of loss within thirty (30) days of the claimant's notice, written proof of loss must be furnished to the **Company** within ninety (90) days from the date of loss. Failure to furnish such proof shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished at the expense of the claimant and shall be in such form and of such nature as the **Insurer** may prescribe.

The following information/proof of claim must be provided:

Section	Documents Required for the purpose of claim
1	Claim Form
	Death Certificate
	Police Report
	Copies of record of charge forms verifying that the full fare of the flight tickets were charged to the Card issued by the Policyholder to the Insured Person; and
	Copies of airline tickets and boarding passes;
2	Claim Form
	Copy of Identity Card/Passport of Insured Person:
	Copies of record of charge forms verifying that the full fare of the flight tickets were charged to the Card issued by the Policyholder to the Insured Person;
	Original record of charge forms relating to expenses incurred for which the claim is made;
	For lost or delayed luggage, a signed and dated copy of the Property Irregularity Report from the relevant airline authorities;
	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;
	Name list of employee's involved under the group bookings;
	Copies of airline tickets and boarding passes; and
	Full details of the expenses for which reimbursement is claimed.

4. <u>Medical examination</u>

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

5. <u>Misrepresentation of Fraud</u>

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

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

7. Payment of claim shall be made by the **Insurer** 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.

8. <u>Claims Payment</u>

8.1 For benefits under Section 1, payment of any claim by the **Insurer** shall be made directly to "CIMB Bank Berhad – Direct Banking & Cards". For benefits under Section 2, payment of any claim by the Insurer shall be made directly to:

(a) Corporation for a card transaction made under Purchasing card;

(b) Employee for a card transaction made under Travel and Entertainment card;

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

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

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