

**This Insurance Contract is Underwritten by National Insurance Company Berhad with a registered office at**

Units 12 & 13 Block A Regent Square, Spg 150 Kg Kiarong BE1318  
P.O Box 1251, Bandar Seri Begawan BS8672, Negara Brunei Darussalam  
Company Registration No: AGO/RC/102

**APPLYING TO ALL SECTIONS**

**GENERAL CONDITIONS**

1. The due observance and fulfillment of the terms, conditions, exclusions and endorsements of this insurance by Baiduri Bank and the Insured Person(s) and claimants in so far as they relate to anything to be done or complied with by them, and the truth of the statements and details in every proposal/application form and declaration shall be conditions precedent to any liability of the Insurers to make any payment under this insurance.
2. If the Insurers shall disclaim liability to the Insured Person/ Baiduri Bank for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the conditions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The insurance does not cover death, disablement, injury, illness, loss, breakage, or damage to property sustained by Insured Person (s) arising from causes directly or indirectly in consequence of:  
  
Riot civil commotion, war, invasion act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection or military or usurped power, ionizing radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from process of nuclear fission, or from any nuclear weapons material; suicide or attempted suicide, self-injury, insanity, venereal disease, pregnancy, child-birth, from having been under the influence of alcohol or drugs other than those prescribed by a registered physician, HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS, or pre-existing medical or physical condition(s) of the Insured Person or close relatives whose health condition(s) may have bearing on this insurance unless such conditions have been declared to and accepted by the Insurers and are endorsed on this insurance by the Insurers; Or from engaging in sports or games for a professional club, hunting, winter sports, aerial sports, mountaineering, football, polo, scuba diving, racing other than foot racing, riding or driving in any kind of race or practicing therefore, motorcycling on other than paved or unpaved roads designed primarily for automobiles or hazardous adventure activities; performing Pilgrimage to Mecca for Haj, mysterious disappearance and unexplained loss, travelling in, entering or descending from any aircraft other than as a fare-paying passenger on a recognized airline operating on a regular scheduled air routes and between properly established and maintained airports.
4. The age limits for this insurance are from a minimum age of 18 years up to maximum age of 70 years.
5. The limit of benefit for each Insured Persons shall be as stated in the insurance schedule.
6. This policy shall exclude any loss, damage, cost or expense directly or indirectly arising out of any kind of infectious or contagious disease or epidemic.
7. The policy does not cover any Insured Person (applying to Principal Cardholders and Supplementary Cardholders) who is traveling contrary to the advice of a Qualified Medical Practitioner or for the

purpose of obtaining medical treatment and that no Insured Person knows of any condition, cause or circumstances existing at the date of issue of this insurance that may necessitate the cancellation or curtailment of the planned journey.

8. The Insured Person shall act with prudent manner and exercise reasonable care for the safety and supervision of his/her property at all time to prevent loss, damage, accident, injury or illness.

## GENERAL DEFINITIONS

**“Insured Person”** shall mean each individual person being a participating member of the Baiduri Bank credit card or debit card holder as define in the Schedule and who must be a Brunei citizen, Brunei permanent resident, a valid work permit holder, a valid student pass holder or a person who is otherwise legally employed in Brunei.

**“Claimant”** shall mean is a person or business entity as the named Insured in the policy or a party deemed eligible to file a claim for the benefits under the provisions of an insurance policy.

**“Qualified Medical Practitioner”** shall mean a qualified medical licensed practitioner and registered to practice medicine and who, in rendering treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice.

**“Accident”** shall mean any sudden or unexpected and violent incident of an external visible event that causes an Injury, disablement or death, other than any intentionally self-inflicted Injury.

**“Injury”** shall mean bodily injury caused by an Accident by violent, external and visible means, and which shall have occurred solely by and independently of any other causes. Such bodily injury includes injuries resulting in permanent disability or death.

**“Illness”** shall mean any noticeable change in the physical health of an Insured Person due to a medical condition contracted, commencing or manifesting whilst overseas during the period of the insured trip in which the Insured Person seeks the care of a Qualified Medical Practitioner acting within the scope of his/her license to treat the illness for which the claim is made provided the illness is not pre-existing and the nature of the illness is not excluded from this Policy

**“Permanent Disablement”** shall mean a permanent injury or absolute disablement which is confirmed by Physician lasting for a period of at least twelve (12) consecutive months from the date of the accident and at end of that time beyond hope of recovery.

**“Scheduled Public Conveyance”** shall mean any air, land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment

**“Personal Effects”** shall mean personal property or privately owned articles usually of particular significance that are carried or worn. Personal effects normally include jewelry, clothing, toiletries, or other such items.

**“Journey or Trip”** means the period commencing from the time you leave your place of residence or business to proceed directly to the place of embarkation in Brunei to commence the intended destination(s) and ceases when you return to your place of residence or business or 3 hours upon your arrival in Brunei after clearing the immigrations.

### **APPLYING TO “TRAVEL ACCIDENT” COVER**

1. This section of the insurance provides indemnity for accidental death due to accident and total permanent disablement to Insured Person/s whilst on board a licensed common carrier.
2. The benefits described in this section shall be payable for accidental death and total permanent disablement occurring within 12 months of the accident causing:-
  - (a) total and permanent loss of sight in one, or both eyes;
  - (b) loss by severance or permanent and total loss of use of one or more limbs; or
  - (c) accidental death.
3. Total permanent disablement would mean any form of permanent disablement which renders the Insured Person totally and permanently incapable of carrying out the normal duties and functions of any type of job continually and uninterruptedly for twelve (12) months from the date of injury and in all probability will continue for the remainder of the insured person's life.
4. The maximum amount payable for any and all events arising under this section shall not exceed the maximum of the Sum Insured each Insured Person during the period of insurance.
5. Limit of benefit for persons holding supplementary card (other than spouse) aged between 18 to 23 years is B\$100,000.00.
6. In the event of the death and an Insured Person giving rise to a claim under this section, the beneficiary shall be that person's next of kin or estate according to the laws of Negara Brunei Darussalam.

### **APPLYING TO “MEDICAL EXPENSES” COVER**

This policy will reimburse the Insured Person for:-

1. Medical and hospital treatment necessarily incurred within six (6) months from the date of accident giving rise to the claim as a direct result of accidental bodily injury or illness whilst travelling outside Brunei Darussalam.
2. The total medical expenses incurred shall not exceed the maximum limit specified in the Schedule. This section is extended to cover treatment for miscarriage arising from an accident up to the limit of indemnity as stated while travelling outside Brunei Darussalam.

The first B\$50 of each and every claim to be borne by Cardholders.

### **APPLYING TO “MISSED FLIGHT CONNECTION” COVER**

This section will indemnify if the Insured Person missed the confirmed connecting flight due to delay of the

confirmed incoming flight, we will reimburse you for:-

- a. Reasonable incurred expenses on hotel accommodation, meals or refreshment only if it is not provided or compensated by the airlines or any third party.
- b. That the missed flight connection must be verified in writing by the operator(s) of the airline or their handling agent (s).
- c. A limit of B\$200.00 each Insured Person or per family.

#### **APPLYING TO "TRAVEL DELAY" COVER**

1. If the departure of the scheduled public conveyance in which you had arranged to travel is delayed for from the time specified in the itinerary issued to you due to strike/industrial action, adverse weather conditions or mechanical breakdown/derangement of that public conveyance, or due to interruption of the journey of that scheduled public conveyance as a result of mechanical or structural defect, this policy will indemnify:
  - a. A limit of B\$150.00 for full eight (8) hours of delay and B\$100.00 for the following eight (8) consecutive hour up to B\$650.00 per event.
  - b. In addition, if any of the planned trip is cancelled due to delay, a reimbursement of up to the amount specified in the schedule is payable to the Insured Person in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person provided that the Insured Person continue with the planned trip.

OR

2. Up to the maximum limit as specified in the schedule in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person but only in the event of cancellation of the planned trip by the Insured Person and immediate return to Brunei.

#### **APPLYING TO "BAGGAGE DELAY" COVER**

Payable if checked-in baggage on a scheduled public conveyance is delayed, misdirected or misplaced by the carrier upon your arrival at the baggage pick up point for at least eight (8) hours for emergency purchases of essential items of clothing or requisites, provided always that:-

1. The limit of indemnity is B\$150.00 for full eight (8) hours of delay and B\$100.00 for the following eight (8) consecutive hour up to B\$650.00 per event.
2. The delay is certified by an official Baggage Irregularity Report from the airline or in writing by letter from the tour operator.
3. The delay is not a result of detention or confiscation by customs or other officials.
4. Documentation (including original purchase receipts) is produced by the Insured Person showing the details of the expenditure.

5. A claim cannot be made under this section if the same loss is claimed for under the baggage section of this insurance.
6. This section does not apply to upon return to Brunei as final destination or end of the trip.

#### **APPLYING TO “BAGGAGE DAMAGE & PERSONAL EFFECTS” COVER**

The policy will indemnify up to the amount of Sum Insured specified in the Schedule for loss of or damage to the accompanied baggage, or baggage purchased on the trip, trunks, suitcase and the like receptacles including clothing and personal effects worn owned by or held by the Insured Person occurring during the period of insurance.

In the event that you purchase a comparable replacement for the lost article, we will pay the replacement cost provided the lost article was not more than two years old at the date of loss.

If you cannot prove the age of the lost article, or if the article is more than two years old, or if the article is not replaced, we will deal with the claim on the basis of original purchase value of the article less depreciation or the cost of repair whichever is the lesser.

If any article is proven to be beyond economical repair, a claim will be dealt with under this policy as if the article had been lost.

In the event of loss of or damage to any property insured forming part of a pair or set, our liability shall not exceed a proportionate part of the value on the pair or set. We shall not be liable for more than B\$800 in respect of any one article or pair or set of articles.

#### **PROVIDED ALWAYS THAT:-**

1. The Insurers shall not be liable for losses other than those resulting from theft, burglary, accident or mishandling by carriers and then only if the loss has been reported to the police, the carriers or a responsible authority within 24 hours of the occurrence.
2. The Insured person(s) shall observe ordinary and proper care for the safety of the property insured, including examination of baggage when received and in the event of any destruction, loss or damage coming to the notice of the Insured Person(s) he shall give IMMEDIATE notice to:-
  - a. The police in case of theft, loss or willful damage by a third party, and obtain a certified copy of the official police report.
  - b. The carriers when loss or damage has occurred during transit, and obtain a copy of the official Baggage Irregularity Report.
3. The insurance does not cover loss or damage in consequence of delay, confiscation, detention or examination by customs authorities or other officials.
4. The insurance does not cover loss of cash, bank notes, negotiable instruments, bonds or securities, and documents or any kind and all expenditure resulting from losses of passports, visas, air tickets, and transportation, accommodation or any other tour vouchers.
5. The insurance does not cover unaccompanied baggage or baggage left behind, or losses arising from

personal negligence, or unexplainable disappearance.

6. This insurance does not cover:-

- a. Breakage or damage to fragile articles of every description, stereo, video and other electronic equipment, cassette and record players, radios, household appliances, china, glassware, porcelain, objects d'art, set and unset precious or semiprecious gemstones, jewelery.
- b. Sports equipment whilst in use.
- c. Wear and tear, moth or vermin, cleaning, repairing or restoring process, atmospheric or climatic changes, or depreciation in value and such depreciation shall be applied wholly at the discretion of the Insurers.
- d. Loss, breaking or damage to eyeglasses, eyelens, dentures and other refraction aids, or to hearing-aids.

7. The first B\$50 of each and every claim to be borne by Cardholders.

## **CLAUSES ATTACHING TO AND FORMING PART OF POLICY**

### **DEFINITION OF "ACCIDENT OCCURRENCE" CLAUSE**

The words "Accident Occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophic accident. However, the duration and extent of any one Accident Occurrence so defined shall be limited to both:

- a) an Accident Occurrence resulting in death and/or dismemberment and/or permanent total disablement and/or partial disablement of one (1) or more person insured by the Company, in respect of such risks, and
- b) 72 consecutive hours and no individual loss which occurs outside this period shall be included in that Accident Occurrence.

The Company may choose the date and time when such period of consecutive hours commences and if any catastrophic accident is of greater duration than the above period the Company may divide that catastrophic accident into two or more Accident Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophic accident.

The word "death" shall mean:

in the case of personal accidental death policies any death which qualifies for benefits under the original insuring clause issued to the insured by the Company and occurs directly and independently of all causes within twelve (12) calendar months from the date of the Accident Occurrence causing such death,

The words "dismemberment", "partial disablement" and "permanent disablement" shall mean and dismemberment or partial disablement or permanent total disablement which qualifies for benefit

(including associated medical expenses) under the original policy issued by the Company.

## **AGGREGATE LIABILITY CLAUSE**

It is hereby declared and agreed that the Company's maximum liability per conveyance/location in respect of loss suffered by all insured persons for each and every accident and/or series of losses arising out of one accident occurrence (as per DEFINITION OF 'ACCIDENT OCCURRENCE' CLAUSE) shall not exceed the Aggregate Limit of Liability of B\$5,000,000.00. In the event the Aggregate Limit of Liability is insufficient to pay the full amount of compensation for each Insured Person, then the amount payable to each Insured Person shall be reduced proportionately, based on the ratio of the Aggregate Limit of Liability to the total amount of compensation that would have been payable except for such Aggregate Limit of Liability.

Further, irrespective of the number of policies effected or obtained by the Insured with the Company, the Company's maximum limit of liability any one life shall not exceed B\$3,000,000.00.

## **ELECTRONIC DATA ENDORSEMENT B**

### **1. Electronic Data Exclusion**

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

- a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network or whatsoever nature. COMPUTER VIRUS includes but is not limited to, Trojan Horses", worms" and, time or logic bombs".

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

### **2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is

understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

### **TERRORISM EXCLUSION ENDORSEMENT (NMA 2920)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act terrorism.

If Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **TOTAL ASBESTOS EXCLUSION**

In consideration of the premium charge for this insurance, it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United

Kingdom or United States of America.

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### **PREMIUM WARRANTY – 60 DAYS**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled upon expiry of the sixty (60) days period without notice and the Company shall be entitled to the pro-rata premium on the period they have been on risk.

### **CLAIM PROCEDURE**

1. Notice of any claim be given in writing to the Insurer as soon as possible and not later than fourteen (14) days after the incident which may give rise to such a claim.
2. All certificates, accounts, receipts, information and evidence required by the Insurers shall be furnished at the expense of the claimant in such form as the Insurers may require.
3. All claims must be submitted with comprehensive supporting information:-
  - a) In the case of Accidental Death and Medical Expenses:-

Hospital and Physicians Reports giving details of the nature of the accident and the extent of injury or sickness, medical bills, police reports where relevant if death shall have resulted, a copy of the death certificate and the relevant coroner's report.
  - b) In the case of Missed Flight Connection, Travel Delay, Baggage Delay & Damage:-

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of the immediate notification to airline/carrier and his official acknowledgement in writing when loss or damage has occurred in transit and certified written copy of immediate police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence. In respect to travelers' cheques, losses must be reported to the issuing authority immediately and in no event later than 24 hours.
4. All claims submitted are subject to additional documents or information the necessity arise.
5. Claim Form can be download from <https://www.national.com.bn/claims/travel-claim/>