

Terms of Use

1. Definition

- 1.1 References to "you", "your" and "yours" are references to the person who has accepted and agreed to be bound by the Terms and is using the Services and where the context requires, include the person's personal representatives or lawful successors, and in the case of joint accountholders, shall mean all and each of them who shall be bound by the Terms and be jointly and severally liable for all transactions and dealings effected using the Services.

References to "we", "us", "our" and "ours" are references to Chubb Insurance Malaysia Berhad and where the context allows or requires, include our successors and assigns.

The "Services" refers to the services provided by us to you as described in Clause 2 of these Terms.

The "Terms" means this Terms Of Use, the User Guide and any supplementary terms which we may notify you of under Clause 12.5 (as may be amended from time to time).

An "Instruction" is any request or instruction to us given by you or on your behalf which is effected through the Services.

"Internet Site" means any Internet Sites established, operated and/or maintained by us or on our behalf to facilitate the provision of the Services to you.

The "User ID" is the unique identifier, by whatever name called, which is issued to you in connection with the Services.

The "Information" means any information and data supplied by us or any Information Provider and made available to you through the Services.

The "Information Provider" means any person, other than us, who supplies the Information and includes any person who supplies any information to an Information Provider.

The "Reports" means reports compiled from the Information in any form, medium or means.

The "Password" is minimum 6 alpha-numeric password adopted by you for accessing the Services or executing Instructions through the Services.

The "Personal Data" means the personal data you have provided to us or that is subsequently obtained by us from time to time, including sensitive personal data such as details about a person's health or condition.

2. Services

- 2.1 We provide, subject to these Terms, on-line services and facility from time to time to enable you to give Instructions to and communicate with us for the purposes of conducting insurance transactions and dealings of various nature as well as obtaining services, products, goods, benefits and privileges from us. However, your access to the Services is subject to our approval and the relevant authorities, regulators, the associates companies of Chubb or any person as we may consider necessary.
- 2.2 We hereby grant you a limited license to access and make personal use of the Internet Site but not to modify it, or any portion of it, except with the express written consent from us.
- 2.3 We have the right to determine and vary from time to time the scope and type of Services to be made available including, without limitation:
- expanding, modifying or reducing the Services at any time;
 - imposing and varying any restrictions on the use of the Services; and
 - prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions.
- 2.4 This Internet Site is intended for use only by approved users who are at least 18 years of age and who reside in Malaysia.
- 2.5 Your access to and use of this Internet Site are subject to these Terms, as well as all applicable laws and regulations. Please read these Terms carefully. If you do not accept and agree to be bound by any of these Terms, you are not authorized to access or otherwise use this Internet Site or any of the information, contents,

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services or software contained on this Internet Site. Your access to and use of this Internet Site shall constitute your acceptance of and agreement to abide by each of these Terms.

3. Transaction Records

- 3.1 Our records, unless proven to be wrong, will be evidence of your dealings with us in connection with the Services.
- 3.2 You agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.
- 3.3 Where you give us an Instruction or request a transaction through the Services, the Terms will apply in addition to the existing terms and conditions in respect of your dealings with us either in respect of particular accounts or products or generally even if you have not signed such terms and conditions. In the event of any inconsistency, these Terms will prevail for the purposes of the Services; and you hereby undertake to observe and comply with all applicable laws of Malaysia and the regulations, notices and directives issued by Bank Negara Malaysia.

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4. Use of the Services

- 4.1 The Services are for your sole and exclusive use.
- 4.2 You must not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal or unlawful purpose or activity. You must notify us immediately if you become aware of such use.
- 4.3 We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the Internet. However, you hereby acknowledge that complete security cannot be guaranteed given the open nature of the Internet and such mode of transmission and communication is used at your own risk. You further acknowledge that there may be a time lag in transmission of information and communication via the Internet.

5. Your Security Duties

- 5.1 You agree to comply with the Terms and any security procedures mentioned in them. For the first time login, you must use the password given to you, and then change the password before you can proceed.
- 5.2 You must keep your User ID and Password secure and secret at all times and take steps to prevent unauthorised use of it. For example:
 - a) never write or otherwise record the User ID and Password in a way that can be understood by someone else;
 - b) never tell or share the User ID and Password to someone else including, without limitation, our employees and any third parties providing account aggregation services;
 - c) avoid Passwords which may be easy to guess such as birthdays, telephone numbers, dates of birth etc;
 - d) never record or save your Password or User ID on any software which signs in the web site automatically with the Password and User ID saved in the software (for example, any computer screen prompts or 'save password' feature or the like on your internet browser);
 - e) change your Password regularly such as once every 30 days.
- 5.3 Once you have logged on to the Services, you must not leave at any time the internet terminal from which you have accessed the Services; or let anyone else use the internet terminal until you have logged off the Services. You will be responsible for ensuring that you have logged off the Services at the end of any session.
- 5.4 You must tell us immediately of any unauthorised access to the Services or any unauthorised transaction or instruction which you know of or suspect or if you suspect someone else knows your Password.

6. Processing Your Instructions

- 6.1 An Instruction will only be accepted by us if it has been effected through the Services using an appropriate User ID and Password but we will not further check the authenticity of an Instruction.
- 6.2 Your agreement with respect to the processing of your Instructions, You agree and accept that:
 - a. we can act on any Instructions given to us, if any, requested through your account and acknowledged by us; and
 - b. all transactions and dealings effected by us pursuant to any Instruction shall be binding on you in all respects;
- 6.3 You must make sure that any Instruction is accurate and complete and we are not liable otherwise.
- 6.4 A transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal working hours although the Services may be accessible outside such hours.

7. Personal Data

- 7.1 Although you are not obliged to provide us with your Personal Data, we will not be able to process your Instruction if you fail to provide all requested information.
- 7.2 The Personal Data obtained through the Services may be disclosed to our related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the purpose of processing the Instruction or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry.
- 7.3 We may also disclose the Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose such Personal Data to any third party. The Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the purpose of processing the Instruction.
- 7.4 Where you have given us Personal Data that is of another individual (“Data Subject”), you must ensure that you have informed the Data Subject that you are providing the Data Subject's Personal Data to us, and have gotten the Data Subject's consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her Personal Data according to what is stated here.
- 7.5 You undertake to comply with and observe all relevant regulations and statutes pertaining to data protection including but not limited to the requirements/guidelines issued by Bank Negara Malaysia and the principles set out in the Personal Data Protection Act 2010 and all regulations issued pursuant to the Act for the collection, handling, processing or analysis of the Personal Data.

8. Your Liabilities

- 8.1 You shall be fully liable and responsible for all consequences arising from or in connection with the use of the Services and/or access to any Information or Report or any other information as a result of such use by yourself.
- 8.2 You shall not, and shall not attempt to de-compile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain illegal or unauthorised access to, any part of the Services or any Internet Site or any software comprised in them.
- 8.3 You understand that we or any third party to whom we have transmitted Your Information will be required to disclose this information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted).



- 8.4 Where you are responsible under the above Clause(s) 8.1, 8.2 and/or 8.3, you agree to indemnify and keep indemnified us, our agents and parties (including all the associated companies of Chubb and any relevant Information Provider) involved in the provision of the Services and our/their respective officers and employees against (i) all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by us or any of them; and (ii) all actions or proceedings which may be brought by or against us or any of them in connection with the provision of the Services or the exercise or preservation of our powers and rights under the Terms, unless such liabilities, actions etc. were caused by the fraudulent or negligent conduct of ours, our agents and parties (including any relevant Information Provider) involved in the provision of the Services or our/their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

9. Our Liabilities to You

- 9.1 We, our agents, or parties (including all the associated companies of Chubb and any relevant Information Provider) involved in the provision of the Services and our/their respective officers and employees shall not assume any liability or responsibility to you or any other person for the consequences arising from or in connection with:
- a. disclosure to any unauthorised person of your User ID and/or Password and/or any advices concerning your User ID and/or Password whilst the same are in transit to you;
 - b. breach of any provisions of these Terms by you or your failure to exercise due care in using the Services;
 - c. our acting on any Instruction (whether authorised or unauthorised by you) or our misunderstanding or misinterpreting any Instruction;
 - d. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services or in connecting with the Internet Site caused by any acts, omissions or circumstances beyond our reasonable control including, without limitation, failure of any communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law) but you may, in such circumstances, be able to reduce your loss by telephoning us instead; transmission and/or storage of Your Information and/or data relating to the Services through or in any system, equipment or instrument of any communication network provider;
 - e. disclosure of Your Information to any third party;
 - f. Your Information being incorrect, erroneous or misstated howsoever caused including, without limitation to: omission, misstatement, negligence (not being gross negligence) or default (not being willful default) on our part or any third party or our/their respective officers or employees; or technical, hardware or software failures of any kind; interruption, error or viruses; delay in updating or notifying any changes to Your Information; and reliance by yourself or any third party on Your Information which is incorrect, erroneous or misstated.
- 9.2 In no event shall we be liable to you or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

10. Hyperlinked Web Sites

- 10.1 The Internet Site may contain hyperlinks to other sites owned and operated by parties other than us. Such hyperlinks are provided only for ready reference and ease of use. We do not control such web sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so stated.
- 10.2 You acknowledge and agree that we are not responsible for and is not liable for the contents, products, services or other materials on or available from such web sites. We accept no liability for any information, products, advertisements, contents, services or software accessible through these third party web sites or for any action you may take as a result of linking to any such web sites.
- 10.3 We are under no obligation to maintain any hyperlinks on the Internet Site and may remove any of the hyperlinks at any time at our sole discretion for any reason whatsoever. We shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such contents, products, services or other materials available on or through any such web sites.



11. Copyrights and Trademarks

- 11.1 Please note that Chubb and our logo are registered trademarks.
- 11.2 We have a license for or own all copyrights for our Internet Site through which you access the Services and all trademarks and other materials used on or provided through it, including, without limitation, Chubb and our logo and such of the Information and Reports as may be prepared by us.
- 11.3 You acknowledge and agree that Chubb and our logo, the Information and the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively 'Confidential Information') are trade secrets and confidential and proprietary property of ours and/or that of the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to the Terms is conveyed or transferred to you. You shall not make any representation or do any act which may be taken to indicate that you have any such right, title or interest.
- 11.4 Unless expressly permitted by the Terms, you shall not, and shall not attempt to : -sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information; and remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or incorporate or combine the Confidential Information with any other programmes.
- 11.5 An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Your access to such Information by, on or after the effective date, subject to prior notification, of such terms and conditions shall constitute your acceptance thereof.
- 11.6 No warranty, representation or guarantee of any kind with respect to the Information and/or the Reports is given or may be implied, including without limitation, the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether they are fit for any purpose and no employee or agent of ours or those of any Information Provider is authorised to give any such warranty, representation or guarantee. Neither us nor any Information Provider assume(s) any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by you or any other person.
- 11.7 You are only allowed to print, copy, download or temporarily store extracts from our Internet Site for your information or when you use the Services. You are not allowed to alter anything and any other use is prohibited unless you first get our written consent. Note that nobody may use any part of our Internet Site on any other web site, or link any other web site to our Internet Site, without such consent.

12. Fees

- 12.1 You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use the Internet Site. For avoidance of doubt, you are liable for all charges imposed by the third party providers in order for you of the use Services and the Internet Site.

13. Termination

- 13.1 We may, at any time, without giving notice or reason, suspend or terminate all or any of the Services. Such suspension or termination may take the form of revocation of your User ID and Password or suspension due to maintenance of the Internet Site.
- 13.2 We may immediately terminate your access to the Internet Site if:
- you cease to have any interest with us ; or
 - when you have breached the Terms or the security of the Internet Site.
- 13.3 Clauses 2.3, 4.3, 5, 8.4, 9.4 and 11 of the Terms shall survive the termination of the Terms. Notwithstanding the abovementioned suspension or termination, you shall continue to be bound by the Terms to the extent that they relate to any of your obligations or liabilities which remain to be performed or discharged.



14. Notices

- 14.1 When you visit the Internet Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Internet Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

15. Severability and Waiver

- 15.1 If any part of the Terms proves to be unenforceable in any way, this will not affect the validity of the remaining Terms in any way. Any relaxation by us of any of the Terms from time to time does not affect our right to enforce the Terms strictly at any time.

16. Governing Law and Jurisdiction

- 16.1 The Terms is to be interpreted in accordance with the laws of Malaysia and regulations/ notices/ directives of Bank Negara Malaysia and any relevant authorities.
- 16.2 You agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

17. Disclaimer

- 17.1 Your use of the Internet Site is at your sole risk. The Services is accessed through the internet which is a public system over which we have no control, it is therefore your duty to make sure that any computer or other device which you use to access the Services is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. Neither we or any third party or Information Provider warrant(s) or represent(s) that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect your hardware, software or equipment.
- 17.2 You acknowledge that, to the extent permitted by law, Chubb does not warrant, represent or guarantee that access to the Internet Site will be uninterrupted or free from errors, that any identified defect will be corrected or that the information on the Internet Site is free from virus or other malicious, destructive or corrupting code, agent, program or macros.
- 17.3 All representations, warranties and terms (whether express, implied, statutory or otherwise) arising out of or in relation to the Internet Site, the Services or this Terms, are expressly excluded. Information contained on the Internet Site has been prepared by us as a convenience to you to use and is not intended to constitute advice or recommendations upon which you may rely. The information and descriptions contained in the Internet Site are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the Products and Services, but are provided solely for general informational purposes. Please refer to the actual policy or the relevant product or services agreement for complete terms, exclusions and conditions.
- 17.4 Chubb may alter or vary the format, functionality and content of the Internet Site (including modifying any of the software, hardware or processes associated with the Services) at any time without notice to you. You agree and acknowledge that such alterations or variations may require you to make changes to the hardware, software or services at your end which you use in accessing the Internet Site, and you will be responsible for making such changes at your own cost.
- 17.5 We may use cookies for a number of purposes. For example, to maintain continuity during a user session, to gather data about the usage of our Internet Site for research and other purposes, to store your preferences for certain kinds of information and marketing offers, or to store a user name or encrypted identification number so that you do not have to provide this information every time you return to our Internet Site. Our cookies will track only your activity relating to your online activity on the Internet Site, and will not track your other internet activity. Our cookies do not gather personally identifiable information. You can decide if and how your computer will accept a cookie by configuring your preferences or options in your browser. You acknowledge that if you disable the receipt of cookies on your web browser, the Internet Site may not function as intended.
- 17.6 We may, at our discretion, modify or discontinue any of the Services, content of the Internet Site, software, or any portion thereof, with or without notice. Neither we nor our affiliates will be liable to you or any third party for any modification or discontinuance of any of the above. Any revision and/or addition to the Terms shall become effective when we publish such changes on the Internet Site.