

TRAVEL PERSONAL ACCIDENT POLICY FOR HSBC WORLD CORPORATE MASTERCARD CARDHOLDERS

The following covers are exclusive to HSBC Bank Malaysia Berhad ("HSBC") World Corporate Mastercard cardholders.

WHEREAS the Policyholder specified in the Master Policy has applied to Allianz General Insurance Company (Malaysia) Berhad (735426-V) (hereinafter called "the Company") for the insurance hereinafter contained in the Master Policy, the Company hereby agrees subject to the terms and conditions contained in or endorsed or otherwise expressed in the Master Policy to insure in the manner and to the extent hereinafter provided and issue this Policy to the Policyholder in respect of events occurring during the Period of Insurance specified in the Policy Schedule.

This summary is issued for the cardholder's information only and it is subject to the Terms and Conditions of the Master Policy which held by **HSBC Bank Malaysia Berhad** (hereinafter called "HSBC").

Any endorsement, changes or amendments to the Master policy as agreed between the Company and HSBC shall be binding without prior notice to the Cardholder.

This arrangement by HSBC for its Cardholders is complimentary and shall not be treated as creating any legally enforceable obligations against HSBC. Furthermore, HSBC shall in no event be under any liability of any kind however arising by reason of anything done or not done by HSBC or any of its servants or agents under or in pursuance or purported pursuance of the coverage or contents set out herein, and HSBC does not accept any responsibility or give any warranty whatsoever as to the validity of the respective Master Policy or in connection with the rights of any person thereunder. Upon becoming or claiming to have become covered under the respective Master Policy, every Cardholder shall be deemed to have accepted the Terms and Conditions of the respective Master Policy and be bound hereby.

SUMMARY OF COVERAGE

PART 1 – BENEFITS

SECTION 1 - DEATH AND PERMANENT DISABLEMENT

The contingencies against which insurance is granted are in respect of any Injuries received or the occurrence of accidental death during a **Journey** taken by the **Insured Person** provided the date of travel is during the Period of Insurance.

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 in the scale of benefits, the Company 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**.

SCALE OF BENEFITS

LOSS	BENEFIT AMOUNT
Accidental Death	RM1,500,000
Loss of both hands or both feet	RM1,500,000
Loss of one hand and one foot	RM1,500,000
Loss of entire sight in both eyes	RM1,500,000
Loss of entire sight in one eye & And one hand or one foot	RM1,500,000
Loss of one hand or one foot	RM750,000
Loss of entire sight in one eye	RM750,000

- 1. The maximum for all losses paid to any one **Insured Person** under this benefit is limited up to one hundred per cent (100%) of the benefit amount as specified under the Scale of Benefits.
- 2. "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.

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

ACCUMULATED LIMIT

- 1. The **Company's** maximum aggregate liability shall be RM7,500,000 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.
- 2. However, if the tickets purchased are made via a group booking (which shall be considered as one transaction) using the Card, the Company's maximum aggregate liability shall be RM7,500,000,00 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 2 - TRAVEL INCONVENIENCE BENEFIT

The benefits under this Section shall operate only when the **Insured Person** is on a Journey during the Period of Insurance.

COVERAGE

Missed Travel 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 **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 **Table of Benefits** provided that the **Insured Person** shall be at the airport at the time of such missed flight connection.

Luggage Delay

If the **Insured Person's** accompanied check-in luggage is not delivered within six (6) hours of the **Insured Person's** arrival at the abroad scheduled destination point of the **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 **Table of Benefits**, provided that such flight luggage had been checked in by an authorised official of the **Common Carrier** with which the **Insured Person** was travelling at the time of the occurrence.

Luggage Loss

If the **Insured Person's** accompanied check-in luggage is not delivered within forty-eight (48) hours of the **Insured Person's** arrival at the abroad scheduled destination point of the **Scheduled Flight**, such luggage will be presumed to be permanently lost. Actual additional expenses necessarily and reasonably incurred within four (4) days from the **Insured Person's** arrival at such scheduled destination for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the **Table of Benefits**, will be indemnified by the **Company** provided that the luggage presumed lost had been checked in by an authorised official of the **Common Carrier** with which the **Insured Person** was travelling at the time of the occurrence.

Funeral Expenses

If the **Insured Person** suffers death due to an **Accident** during the **Journey**, we will pay for expenses incurred for funeral related matters as per the limit specified in the Table of Benefit.

TABLE OF BENEFIT

EXPENSES NECESSARILY AND REASONABLY INCURRED AS A RESULT OF :	BENEFITS
Missed Travel Connection (more than 4 hours)	RM250
Luggage Delay by more than 6 hours	RM250
Luggage Loss by more than 48 hours	RM1,000
Funeral Expenses	RM2,000

Duplicate or multiple charge/purchases made via the Cards shall not obligate the **Company** to pay in excess of the limits as specified herein for expenses incurred

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by any one **Insured Person** as a result of any one event or occurrence covered by this Policy.

The Insured Person shall not claim for both Luggage Delay and Luggage Loss in respect of the same occurrence.

SECTION 3 – MEDICAL EXPENSES BENEFIT

The **Company** shall indemnify the **Insured Person** up to the amounts specified in the Table of Benefit for Medical Expenses incurred in respect of **Accident** or **Illness** occurring during a **Journey** taken by the **Insured Person** provided such Medical Expenses are incurred within twenty four (24) hours prior to time of departure or within twenty four (24) hours from the time of arrival of Insured Person's Scheduled Flight.

TABLE OF BENEFIT

Medical Expenses Limit of	Per Insured
Indemnity	Person
Medical Expenses	RM75,000

FOLLOW UP TREATMENT

In the event Insured Person requires necessary medical follow-up due to an **Accident** or **Illness** sustained overseas during the **Journey** and incurs Medical Expenses in Malaysia within thirty (30) days after Insured Person returns to Malaysia, the Company will reimburse the Medical Expenses incurred up to a maximum of 5% of the Medical Expenses limit.

Where initial treatment for Injury or Illness sustained during the **Journey** was not sought overseas, the Company will reimburse the Medical Expenses incurred provided treatment is sought within twenty-four (24) hours after Insured Person's arrival in Malaysia.

DEDUCTIBLE

The Company shall be entitled to deduct RM500.00 for each and every claim by the **Insured Person** under this Section.

SECTION 4: EMERGENCY MEDICAL EXPENSES

The benefits under this Section shall operate only when the Insured Person is on a **Journey** during the Period of Insurance.

The maximum limit payable under Section 4 shall be aggregated and shall not exceed the maximum stated in the Table of Benefits.

TABLE OF BENEFIT

BENEFIT	Benefit Limit
Medical Evacuation	
Medical Repatriation	RM50,000
Mortal Remains Repatriation	

COVERAGE

Medical Evacuation

In the event **Insured Person** is admitted to a hospital for a **Serious Medical Condition** due to an **Accident** or **Illness** but the local medical facility is inadequate, The **Company** will reimburse the **Insured Person** for the transportation of the **Insured Person** to the nearest adequate medical facility.

Medical Repatriation

The **Company** will reimburse for the repatriation of the **Insured Person** back to Malaysia in the event where the **Insured Person** sustained a Serious Medical Condition due to an **Accident** or Illness occurring during Insured person's Journey overseas which requires the Insured person to continue treatment at a medical facility in Malaysia upon his stabilization as determined by the attending Medical Practitioner.

Mortal Remains Repatriation

In the event of **Insured Person's** death due to **Accident** or **Illness** during the **Journey**, The **Company** will reimburse for the burial or cremation in the locality where the death occurs including the reasonable cost of transportation of the body or ashes to Malaysia.

SPECIAL PROVISIONS

If at the time of any claim arising under this section, there is other valid and collectable insurance with the **Company** covering all or part of the same loss, this Section will apply only to the amount of any loss in excess of that which is recoverable under the other insurance.

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PART 2 – GENERAL EXCLUSIONS

This Policy does not cover death or any Injury/disablement of the **Insured Person**, directly or indirectly caused by or in connection with any of the following:

- War, invasions, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, riot or civil commotion, lockout or threat of such incident;
- Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
- Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- Injury or Illness which is a contributory cause was the commission of, or attempt to commit, an illegal act by or behalf of the Insured Person or his or her beneficiaries;
- 6. Any consequential loss unless specified in the certificate of insurance;
- 7. Any loss due to currency exchanges of any and every description;
- 8. Any payment normally would have made during travel, if nothing had gone wrong;
- Travelling in an aircraft (other than as a farepaying passenger of a fully licensed and Scheduled Flight passenger carrying aircraft);
- 10. Suicide or attempted suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life), or the committing of any criminal acts;
- 11. While under the influence of drugs or other substance abuse unless the drug is taken in accordance with an authorized medical prescription;
- 12. Solvent abuse; HSBC BANK MALAYSIA BERHAD

- 13. Riding/driving a vehicle while under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance if it is shown that the alcohol level in the breath, blood or urine of the Insured Person is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;
- 14. Childbirth, miscarriage, pregnancy or any complications thereof;
- 15. Engagement in aviation, other than as a farepaying passenger;
- 16. Pressure waves caused by an aircraft or aerial device travelling at sonic or supersonic speed;
- 17. Insolvency of airline operator/ company, ticketing agents and travel agents;
- 18. Pre-Existing Conditions;
- 19. Where a **Journey** is undertaken against the advice of a Medical Practitioner; and
- 20. For injuries arising from activities related to **Insured Person's** professional job within the oil and gas industry.

EXCLUSIONS APPLICABLE TO Part 1 - SECTION 2,3 AND 4

Part 1 - Section 2, 3 and 4 under this Policy does not cover any loss or expenses or damage or breakage directly or indirectly caused by or resulting from any one or more of the following :-

- 1. Delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official;
- Delay caused by Common Carriers or rescheduling 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 Journey;
- 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**;

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

- 5. Failure to check in at the airport, station or port according to the travel itinerary given to **Insured Person**;
- 6. Any purchases made after collection of the delayed flight luggage by the **Common Carrier** under Section 2, Luggage Loss; and/or
- 7. Loss or delay for which **Insured Person** has received replacement or compensation from the **Common Carrier** or any other party.
- 8. Luggage delay/loss when it occurs on the return Journey to your Country of Residence.
- 9. For any prosthesis, contact or corneal lenses, spectacles, hearing aids, dentures and other medical equipment;
- 10. For routine medical examinations, cosmetic surgery and other elective treatments and surgical processes;
- 11. For dental or optical expenses unless incurred as the result of an emergency provided that all routine dental and optical treatment is completed prior to the Journey; and
- 12. Where the purpose of the **Journey** was to seek medical treatment.
- 13. 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.

CLAIMS CONDITIONS

1. Notice of Claim

All written notice of claim must be given to;

Allianz General Insurance Company (Malaysia) Berhad

Level 29, Menara Allianz Sentral, 203, Jalan Tun Sambanthan 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.

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2. Condition Precedent

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. Document

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 Company may prescribe.

The following information/proof of claim must be provided:

- (a) Copy of Identity Card/Passport of Insured Person:
- (b) Copy of Card of the **Cardholder**;
- (c) 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 **Cardholder**;
- (d) Original record of charge forms relating to expenses incurred for which the claim is made;
- (e) For lost or delayed luggage, a signed and dated copy of the **Property Irregularity Report** from the relevant airline authorities;

- (f) Copies of airline tickets and boarding passes; and
- (g) Full details of the expenses for which reimbursement is claimed.

The list set out above is not exhaustive. The **Company** reserves the right to request for any relevant document(s) as may be applicable and reasonable to support the **Insured Person's** claim at the **Insured Person's** expenses

4. Medical examination

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. Misrepresentation or Fraud

- 5.1 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.
- 5.2 Payment of any claim covered under this policy shall be made in Malaysian Currency.
- 5.3 Payment of claim shall be made by the **Company** 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.

6. Claims Payment

- 6.1 For benefits under Part 1 Section 1, payment of any claim by the **Company** shall be made directly to the Insured Person or his or her personal legal representative, where applicable.
- 6.2 For benefits under Part 1 Section 2, 3 and 4 payment of any claim by the **Company** shall be made directly to the **Insured Person**.
- 6.3 An acknowledgement of receipt of the claims payments by the **Cardholder** or his estate and/or **Policyholder** as the case may be, shall

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be deemed to be full and final settlement and an effectual and final discharge of the Company's liability.

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

7. <u>Reasonable Care</u>

The **Insured Person** must take reasonable care to prevent **Accident or Injury**.

8. <u>Consent to use Personal Data</u>

The Policyholder and/or Insured Person represents and warrants that if it submits information relating to the Insured Person or other individual to the **Company**, that it has the authority to provide information relating to such Insured Person or other individuals, that it has informed the Insured Person or other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the Policyholder, Insured Person or other individuals agree and consent that the **Company** may collect, use, disclose, and process the personal information (whether obtained during the application process or administration of this **Policy**) in accordance with the Company's Privacy Notice as published from time to time at allianz.com.my.

General Data Protection Regulation (GDPR)

If any **Insured Person** has a residential address in any of the European Union (EU) member states, the **Insured Person** shall inform the **Policyholder** and **Company** at privacy@allianz.com.my in order for the **Company** to assess and comply with the EU Privacy Law – General Data Protection Regulation (GDPR).

PART 3 - DEFINITIONS

For the purpose of this Policy:-

- 1. **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 selfinflicted Injury.
- 2. **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.

- 3. **Company/We/Us/** shall mean Allianz General Insurance Company (Malaysia) Berhad (Company No. 735426-V).
- 4. **Card** shall mean a valid and unexpired HSBC credit card under the category of HSBC World Corporate Mastercard to Policyholder's Cardholders.
- 5. **Cardholder** shall mean the principal, corporate or supplementary holders of a valid, active and unexpired Card issued by the Policyholder in Malaysia, who at the time of a covered claim or loss is still a bona fide **Cardholder** and the Card Account is billed from Malaysia. The maximum age limit for an individual card holder is 70 years old. A Cardholder for the purposes of this Policy shall exclude Delinquent and/or Inactive Cardholder.
- 6. **Card Account** shall mean the account maintained by the Policyholder for the Cardholder for each Card held to which the value of all purchases of goods or services and of all cash advances affected by the use of the Card and all fees and charges will be debited. The Policyholder will assign a credit limit to the **Card Account** which must be strictly observed.
- 7. **Common Carrier(s)** shall mean any air carrier under a license and provides regular scheduled transportation service for individuals who travel as a fare-paying passenger.
- 8. **Delinquent Cardholders** shall mean Cardholders who have not made any payment for their Card purchases in the last 1 month from the due date as stated in the statement issued by the Policyholder.
- 9. **Endorsement** shall mean written evidence of an agreed change to this Policy.
- 10. **Inactive Cardholders** shall mean Cardholders who have not made any purchases with their Card(s) for a period of at least six (6) consecutive months prior to the date of claims.
- 11. **Illness** means any sudden and unexpected deterioration of health certified by any Medical Practitioner.
- 12. **Injury(ies)** shall mean bodily injury caused solely and directly by an **Accident.**
- 13. **Insured Person** shall, mean the Cardholder.

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14. **Journey** shall mean the trip taken by the Insured Person while travelling on a Scheduled Flight as a fare-paying passenger from the point of departure to the point of arrival as stated on the ticket purchased, and such trip shall only comprise the following:

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- a) while travelling or boarding or alighting from a **Scheduled Flight**;
- b) while riding as a fare –paying passenger in Public Conveyance, but only;
 - I. on a direct undeviated **Journey** to the airport for the purpose of boarding a **Scheduled Flight**; and
 - II. when leaving an airport after alighting from a **Scheduled Flight** until the Insured Person reaches his or her hotel or place of residence or place of business;
- c) while the Insured Person is the airport terminal itself for the purpose of boarding a Schedule Flight;

Provided always that the full and total fare for such trip has been fully charged in advance to a Card during the Period of Insurance

- 15. **Medical Practitioner** means a qualified medical practitioner (other than the Insured Person) duly licensed and registered to practice western medicine and who, in rendering treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice.
- 16. **Medical Expenses** shall mean all reasonable and customary costs necessarily incurred for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.
- 17 **Policyholder** shall mean HSBC BANK MALAYSIA BERHAD.
- 18. Public Conveyance shall mean any air, 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. **Pre-Existing Condition** shall means any illness which treatment, medication, advice or diagnosis, consultation and/or prescribed

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drugs has been sought or received during the twelve (12) months prior to the commencement of the **Journey**.

- 20. **Property Irregularity Report** shall mean an official form to be filled out if the checked in luggage is lost or damaged by an airline.
- 21. Scheduled Flight shall mean a flight in an airworthy Common Carrier which 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.

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

22. Serious Medical Condition means a condition which in the Company opinion or its appointed representative constitutes a serious or life threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment to avoid death or serious impairment to Insured Person immediate or long-term health prospects.

Termination of Insurance

The insurance coverage for an **Insured Person** (regardless of whether such Insured Person is a **Cardholder** or otherwise) shall terminate upon the earlier occurrence of any of the following events:

- (a) if the **Insured Person** dies;
- (b) if the **Insured Person** who is the **Cardholder** ceases to be a **Cardholder** of the Policyholder;
- (c) if the **Insured Person** becomes an Inactive **Cardholder** or **Delinquent Cardholder**; or
- (d) upon termination of the Policy.

SUBJECT TO THE TERMS AND CONDITION OF THE MASTER POLICY HELD BY HSBC

LODGING COMPLAINTS & GRIEVANCES

If you have any complaints of unfair market practices by the Company, you may call or write to:

1. Complaints Unit Allianz General Insurance Company (Malaysia) Berhad

Ground Floor, Block 2A, Plaza Sentral Jalan Stesen Sentral 5 Kuala Lumpur Sentral 50470 Kuala Lumpur Telephone No: 03-2264 0520 Fax No: 03-2264 0602 EMAIL: customer.service@allianz.com.my

or

 Ombudsman for Financial Services / Ombudsman Perkhidmatan Kewangan (664393P)
(Formerly known as Financial Mediation Bureau)

> Level 14, Main Block, Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Telephone No: 03 2272 2811 Fax No: 03 2272 1577 Email: <u>enquiry@ofs.org.my</u> Website: www.ofs.org.my

or

3.

Pengarah Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia Ground Floor, Block C Jalan Dato' Onn 50480 Kuala Lumpur Toll Free : 1-300-88-5465 Fax No : 03-2174 1515 EMAIL : bnmtelelink@bnm.gov.my