



**AMERICAN EXPRESS® GOLD CORPORATE CHARGE CARD BUSINESS TRAVEL ACCIDENT INSURANCE  
CERTIFICATE OF INSURANCE  
EFFECTIVE DATE: 1 AUGUST 2006**

This Certificate of Insurance (hereinafter referred to as "Certificate") provides details of insurance cover arranged by **Malayan Banking Berhad (3813-K) (hereinafter referred to as "Maybank")** with Etiqua Insurance Berhad (9557 T) (hereinafter referred to as "the Company"), for the benefit of Covered Persons.

**Definitions and Scope of Coverage**

This Certificate covers and describes the benefits, terms and conditions of the Master Policy issued by Etiqua Insurance Berhad which provides group accidental death and dismemberment, travel inconvenience, accident medical expenses and baggage and personal possessions insurance benefits. Whenever used herein, Corporate Charge Card, Corporate Charge Cardmember, and Corporate Charge Card Account shall refer to American Express Gold Corporate Charge Card.

**"Accident"** means an unexpected event which causes Bodily Injury and shall also include exposure resulting from a mishap on a Common Carrier Conveyance in which the Covered Person is traveling.

**"Airport Premises Benefit"** is the benefit amount payable if the Covered Person sustains Bodily Injury while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding, or immediately after alighting from a Scheduled Flight on a Covered Trip, Business Trip or Personal Trip.

**"Airport Transportation Benefit"** is the benefit amount payable if the Covered Person sustains Bodily Injury while riding as a passenger in, boarding, alighting from or being struck by, a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

1. when going directly to an airport for the purpose of boarding a Scheduled Flight on a Business Trip or Personal Trip; or
2. when leaving directly from an airport after alighting from a Scheduled Flight on a Business Trip or Personal Trip.

**"Bodily Injury"** means physical injury which:

1. is caused by an Accident; and
2. occurs solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury; and
3. occasions the death or dismemberment within three hundred and sixty five (365) days from the date of the Accident.

**"Business Trip"** means a bona fide business trip on assignment by, or at the direction of, the Sponsoring Organisation for the purpose of furthering the business of the Sponsoring Organisation; but shall not include everyday travel to and from work, bona fide leaves of absence, personal side trips or vacations.

**"Common Carrier Benefit"** means the benefit amount payable if the Covered Person sustains Bodily Injury as a result of an Accident which occurs while riding solely as a passenger in, or boarding or alighting from or being struck by a Common Carrier Conveyance whilst on a Business Trip or Personal Trip.

**"Common Carrier Conveyance"** means air, land or water vehicle (other than a rental vehicle) licensed to carry passengers for hire.

**"Covered Persons"** are:

All American Express Gold Corporate Charge Cardmembers whose Transportation Costs are charged to American Express Gold Corporate Charge Cards, including Meeting and Events Charge Cards, issued by Maybank, as long as the Charge Card is billed in Malaysia and who are officers, partners, proprietors or employees of Sponsoring Organisations and whose Charge Card accounts are in good standing.

Employees of Sponsoring Organisations with American Express Business Travel Accounts, including Treasurers Charge Card Accounts, for whom Transportation Costs are charged to such accounts are also Covered Persons.

- Spouses and dependent children under the age of 23 of Covered Persons are also Covered Persons if:
1. traveling with the Covered Person on a Business Trip and at the request and expense of the Sponsoring Organisation; and
  2. Transportation Costs are charged for them to the Sponsoring Organisation's American Express Gold Corporate Charge Card Account, Business Travel Account, Treasurers Charge Card Account

Spouses and dependent children under the age of 23 of Covered Persons are also Covered Persons for Personal Trip Hazards if:

1. Transportation Costs are charged for them to the Sponsoring Organisation's American Express Gold Corporate Charge Card Account, Business Travel Account, Treasurers Charge Card Account

Any person authorized by a Sponsoring Organisation (an Authorised Traveller) which has a American Express Gold Corporate Charge Card Account, Business Travel Account, Treasurers Charge Card Account issued by Maybank to have their Transportation Costs charged to that account as long as the Charge Card is billed in Malaysia.

**"Loss"** is covered by the Master Policy

- provided a Bodily Injury is sustained by the Covered Person, as defined:
1. whilst the Master Policy is in force with respect to the Covered Person; and
  2. under the circumstances and in the manner described in the paragraph entitled "When Benefits are Payable".

The term Loss shall mean with regard to hands and feet, actual severance through or above the wrists or ankle joints, and with regard to eyes, the entire irrecoverable loss of sight. Loss shall mean with regard to thumb and index finger actual severance through or above the joints closest to the palm, with regard to speech, entire and irrecoverable loss; and with regard to hearing, the entire and irrecoverable loss in both ears.

**"Personal Trip"** means a trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket. The trip may be a stand alone trip; side trip; or vacation undertaken after the commencement of a Business Trip and prior to a Return Trip. A Personal Trip is not for the purpose of furthering the business of the Sponsoring Organisation.

**"Return Trip"** means the Covered Person's return from a Business Trip after thirty (30) consecutive days to their residence or place of regular employment.

**"Scheduled Flight"** means a flight in an aircraft operated by an air carrier, provided that:

1. such air carrier holds a certificate, license or similar authorization for scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times; and
2. such flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide or similar publication amended from time to time.

Departure times, transfer and destination points will be established in reference to the Covered Persons Scheduled Flight ticket.

**"Sponsoring Organisation"** means the corporation, partnership, association, proprietorship or any parent, subsidiary or affiliate thereof which participates in the Gold Corporate Charge Card or Business Travel Account Programs of American Express.

**"Terrorism"** means activities against persons, organizations or property of any nature:

1. that involves the following or preparation for the following:
  - a. use of, or threat of, force or violence; or
  - b. commission of, or threat of, a dangerous act; or
  - c. commission of, or threat of, an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one or both of the following applies:
  - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy;
  - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**"Transportation Costs"** means costs of travel as a fare paying passenger in any Common Carrier Conveyance other than a taxicab.

**ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT**

The Company shall pay a benefit amount determined from the Table of Losses (below) if a Covered Person sustains a Loss stated herein resulting from Bodily Injury, provided that:

1. such Loss occurs within three hundred and sixty five (365) days after the date of Accident causing such Loss; and
2. if more than one Loss stated in said Table is sustained as the result of one Accident, only one of the amounts so stated, the largest, shall be payable.

**TABLE OF LOSSES**

DESCRIPTION OF LOSS OF:	BUSINESS TRIP HAZARD	PERSONAL TRIP HAZARD
Life	RM700,000	RM700,000
Both hands or both feet or sight of both eyes	RM700,000	RM700,000
One hand and one foot	RM700,000	RM700,000
Either hand or foot and sight of one eye	RM700,000	RM700,000
Speech and hearing	RM700,000	RM700,000
Either hand or foot	RM350,000	RM350,000
Sight of one eye	RM350,000	RM350,000
Speech or hearing	RM350,000	RM350,000
Thumb and index finger of the same hand	RM175,000	RM175,000

**MAXIMUM BENEFIT PER COVERED PERSON**

In no event will multiple Gold Corporate Charge Card Accounts or Business Travel Accounts obligate the Company to pay for more than one Loss sustained by any one individual Covered Person as a result of any one Accident. The Company's obligation under the Master Policy will be determined according to the highest amount payable under any one of the American Express Accounts which provides cover in relation to the Accident and Loss in question.

**EXPOSURE AND DISAPPEARANCE**

If by reason of an Accident covered under the Master Policy a Covered Person is unavoidably exposed to the elements and as a result of such exposure suffers a Loss for which a benefit amount is otherwise payable hereunder, such Loss will be covered under the terms of the Master Policy.

If the body of a Covered Person has not been found one year after the disappearance, forced landing, stranding, sinking or wrecking of a Common Carrier Conveyance in which such person was an occupant then it shall be deemed, subject to all other terms and provisions of the Master Policy, that such Covered Person shall have suffered Loss of life.

**WHEN BENEFITS ARE PAYABLE**

Benefits are payable under only one hazard for any one loss.

**Description of a Business Trip hazard**

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Business Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to a Gold Corporate Charge Card Account or such Transportation Costs are charged on their behalf to a Business Travel Account.

**24 Hour Accident Protection while on a Business Trip**

Coverage begins when the Covered Person leaves their residence or place of regular employment for the purpose of going on a Business Trip or at the time charges for Transportation Costs have been made to a Gold Corporate Charge Card Account or Business Travel Account, whichever occurs last.

For Business Trip lasting thirty (30) consecutive days coverage remain continuously in effect until the Covered Person returns to their residence or place of regular employment, whichever occurs first.

For Business Trip longer than thirty (30) consecutive days, coverage ceases at 12.01 am at the Covered Person's location on the thirty first (31<sup>st</sup>) day of a Business Trip.

Business Trip coverage incorporates:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. Airport Premises Benefit

**Business Trip longer than thirty (30) days**

Coverage is reactivated when the Covered Person begins the Return Trip. Coverage for the Return Trip is limited to:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

The applicable benefits amount payable for any loss sustained during a Return Trip will be determined from the Business Trip Hazard column of the Table of Losses.

**Description of a Personal Trip hazard**

Benefits covered under a Personal Trip hazard are not covered under a Business Trip hazard.

Authorised Travellers, as defined within the Covered Person definition, are not eligible for Personal Trip cover.

The applicable benefit amount is payable if the Covered Person sustains Bodily Injury anywhere in the world while on a Personal Trip. Such insurance shall apply only when and after the Covered Person charges their Transportation Costs to a Gold Corporate Charge Card Account, or such Transportation Costs are charged on their behalf to a Business Travel Account.

Coverage for Personal Trips is limited to:

1. Common Carrier Benefit; and
2. Airport Transportation Benefit; and
3. Airport Premises Benefit.

Unlike the Business Trip hazard no twenty four (24) hour coverage operates.



## TRAVEL INCONVENIENCE INSURANCE

### 1. Missed Connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to overbooking, and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of their incoming flight, the Company will indemnify the Covered Person for American Express Gold Corporate Charge Card charges incurred in respect of hotel accommodation and restaurant meals and refreshments up to RM800

### 2. Flight Delay

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four (4) hours or more, cancelled or the Covered Person is denied boarding of the aircraft due to overbooking and no alternative transportation is made available to the Covered Person within four (4) hours of the scheduled departure time of such flight, the Company will indemnify the Covered Person for American Express Gold Corporate Charge Card charges incurred in respect of restaurant meals or refreshments up to RM800

### 3. Luggage Delay

If the Covered Person's accompanied luggage checked with the Common Carrier Conveyance is not delivered to them within six (6) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, the Company will indemnify the Covered Person for American Express Gold Corporate Charge Card charges incurred at the scheduled destination in respect of the emergency purchase of essential clothing and requisites up to RM500

### 4. Luggage Loss

If the Covered Person's accompanied checked in luggage is not delivered to them within forty eight (48) hours of the Covered Person's arrival at the scheduled destination point (not point of origin) of their flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Covered Person for American Express Gold Corporate Charge Card charges incurred within four (4) days of their arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to RM900

The above benefits apply in respect of Covered Persons who are Basic Charge Cardmembers and for Spouses and Dependent Children but shall be subject to a per family maximum indemnity of double the above Basic Charge Cardmember's eligible benefits as specified.

## CLAIMS FOR TRAVEL INCONVENIENCE INSURANCE

- All information and evidence required by the Company or its agents shall be furnished at the expense of the Covered Person or their personal representative and shall be in such forms and of such nature as the Company may prescribe.
- Copies of invoices and/or receipts relating to expenses incurred in respect of which indemnity is claimed under this Certificate must be supplied to Maybank Centre, 7<sup>th</sup> floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur. Also the invoices and/or receipts, verifying that the relevant flight tickets were charged to an American Express Gold Corporate Charge Card Account and in respect of loss or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Maybank Centre, 7<sup>th</sup> floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur together with the following information:
  - Full details of the flight (airline, flight numbers, departure airport, stop over destination, scheduled times and arrival airport).
  - Full details of the delay or loss incurred.
  - Full details of expenses for which reimbursement is claimed.
- Benefits payable under this Certificate in respect of valid claims will be payable to Maybank Cards Business and will be credited to the Covered Person's American Express Gold Corporate Charge Account.

## ACCIDENT MEDICAL EXPENSES EXTENSION

If a Covered Person while riding solely as a passenger in or boarding or alighting from a Common Carrier Conveyance for a Personal Business and/or Return Trip, sustains Bodily Injury as a direct result necessarily incurs Medical Expenses, the Company will indemnify the Covered Person for the expenses, upon the production of invoices and/or receipts incurred up to maximum of RM120,000

"Medical Expenses" shall mean all reasonable and customary costs necessarily incurred outside the Covered Person's Country of domicile for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified registered medical practitioner. Dental or optical expenses are excluded unless incurred as the result of an emergency following the Bodily Injury, provided that all routine dental and optical treatment is completed prior to the Return Trip.

### Exclusions:

In respect of this extension, the following additional exclusions will apply:

- Any expenses which are recoverable from any other insurance policy, Workers Compensation programs, health policies or programs or national insurance program which is applicable to the Covered Person.
- Any expenses incurred after three (3) months from the time of the incurring of the first expenses.
- Expenses incurred by a Covered Person over the age of sixty-nine (69) years.

## BAGGAGE AND PERSONAL POSSESSIONS EXTENSION

### Scope of Coverage

If, in the course of the Covered Trip, the Personal Baggage or Possessions of the Covered Person are stolen, lost or damaged, the Company will pay the cost replacing the items as new to the Covered Person, after deducting an amount for wear and tear, up to maximum sum insured of RM20,000 per Covered Trip, subject to a maximum of RM1,500 for any one article of Pair or Set of articles, Jewelry, watches and the Covered Person's own ski equipment shall be subject collectively to a maximum sum insured of RM1,500 per Covered Trip. If the item can be repaired economically the Company will pay the cost of repair only.

### Definitions

"Covered Trip" shall mean a trip :

- commencing during the period of cover anywhere in the world, but to a destination outside the Covered Person's usual Country of residence
  - for which the Transport Costs have been charged to the Covered Person's Gold Corporate Charge Card or Business Travel Account
- "Pair or Set" means a number of items of Personal Baggage or Possessions associated as being similar or complementary or used together.
- "Personal Baggage or Possessions" means items usually carried or worn by travelers, taken on or purchased on a Covered Trip by the Covered Person(s) for the Covered Person(s) individual use during a Covered Trip, subject to the exclusions and limitations contained herein.
- "Transport Costs" means costs of travel as a fare paying passenger in any Common Carrier Conveyance; provided such costs are charged to the Covered Person's Gold Corporate Charge Card Account or Business Travel Account.

### Operative Time

Coverage to apply on a twenty four (24) hour basis from the time of leaving the usual place of residence or work, whichever is the later, to the time of return to the usual place of residence or work, whichever occurs first.

### Applicable Conditions and Limitations

- The Covered Person must take all normal precautions to secure the safety of their Personal Baggage or Possessions.
- The Covered Person must take all reasonable steps to avoid or minimize any claim.
- The Company may at any time pay the Covered Person its full liability under the Master Policy after which no further liability shall attach to the Company in any respect or as a consequence of such actions.
- The Covered Person shall take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of any guilty person(s), the Company may at any time at their expense and without prejudice to any issue between itself and a Covered Person take such action as deemed fit for the recovery of the property lost or stated to be lost.

5. Written notice shall be given to the Company no later than thirty (30) days after the Covered Person's return to their usual Country of residence of any event which may lead to a claim. The Covered Person shall supply the Company with a written statement substantiating the claim, together with all certificates, information, evidence and receipts required by the Company at the expense of the Covered Person.

6. If a fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefits under the Master Policy all benefits there under shall be forfeited in so far as it relates to the Covered Person(s) in question.

7. When claiming under the Master Policy the Covered Person must produce:

- a receipt for the purchase of the original goods
  - in the event of loss or theft the report to the police or common carrier operator (as appropriate)
8. If the Company becomes liable for any payment under the Master Policy in respect of loss or damage the Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the Covered Person against any party in respect of such loss or damage and shall be entitled at their own expense to sue in the name of the Covered Person. The Covered Person shall give to the Company all such assistance in their power as the Company may require to secure their rights and remedies.

### Exclusions

In respect of this extension the following additional exclusions will apply. The extension shall not cover:

- The first RM300 of each and every claim and each and every occurrence, in respect of each and every Covered Person
- Any Personal Baggage or Possessions loaned, hired or entrusted to the Covered Person.
- Theft of Personal Baggage or Possessions from unattended vehicles.
- Any loss not reported to the local police at the vicinity of the loss within twenty four (24) hours of discovery of such loss.
- Any loss or damage to Personal Baggage or Possessions whilst in transit, which is not notified immediately to the common carrier operator.
- Claims where the police report or common carrier operators' report is not produced to the Company.
- Claims in excess of RM1,500 in total for any one article and/or any Pair or Set of articles in respect of Jewelry, watches, photographic equipment and owned ski equipment.
- Loss of any item whilst in a public place and not under the supervision of the Covered Person.
- Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
- Loss or damage from confiscation or detention by Customs or other lawful officials and authorities.
- Loss or damage in respect of hired property or equipment, contact or corneal lenses, dentures, bonds, securities, money, travelers cheques, stamps or documents of any kind, musical instruments, type-writers, glass, china, antiques, pictures, sports gear whilst in use, pedal cycles, hearing aids, samples or merchandise, computers and computer related equipment, personal organizers, portable telephones, televisions, CD players, vehicles or accessories, boats and/or ancillary equipment.
- Damage to fragile or brittle articles unless by fire or resulting from an accident to a seagoing vessel, aircraft or vehicle.
- Any willful act or negligence of the Covered Person.

## GENERAL EXCLUSIONS

This Certificate does not cover any loss caused or contributed to by:

- alcohol intoxication as defined in the jurisdiction where the Accident occurred and/or acting under the influence of alcohol above the local permitted limit;
- intentionally self inflicted injury, suicide, self destruction or any attempt thereof while sane;
- illness, sickness, disease, physical or mental infirmity or any medical or surgical treatment for such conditions unless treatment of the condition is required as the direct result of a covered Bodily Injury;
- travel into hazardous work sites (e.g. underwater, mines, construction sites, oil rigs, etc.);
- declared or undeclared war or any act thereof; however any act committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations provided such agent is acting secretly and not in connection with any operation of armed forces (whether military, naval or air forces) in the Country where the injury occurs shall not be deemed an act of war.
- service in the military, naval or air service of any Country;
- participation in any military, police or fire fighting activity;
- activities undertaken as an operator or crew member of any Common Carrier Conveyance;
- flying in aircraft owned or leased by the Covered Person's Sponsoring Organisation;
- flying in any aircraft which is a chartered non-scheduled licensed common carrier hired by a single organization;
- flying in military aircraft or any aircraft which requires special permits or waivers;
- commission of or attempt to commit an illegal act by or on behalf of the Covered Person or their beneficiaries;
- directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release of or exposure to any hazardous biological, chemical, nuclear or radioactive material, gas, matter or contamination.
- taking of any drug, medication, narcotic or hallucinogen unless as prescribed by a physician;
- taking of alcohol in combination with any drug or medication;
- an act of Terrorism except when such event occurs under:
  - Common Carrier Benefit; or
  - Airport Transportation Benefit; or
  - Airport Premises Benefit whether on a Business Trip or a Personal Trip

## CLAIMS

Written notice must be given as soon as possible of any occurrence likely to result in a claim and in any event within thirty (30) days of completion of the Covered Person Trip, Business, Personal and/or Return Trip.

Claims Service – all claims and correspondence relating to the insurance should be addressed to:

Maybank Centre  
7<sup>th</sup> Floor, Menara Maybank  
100, Jalan Tun Perak  
50050 Kuala Lumpur

## BENEFICIARY

A American Express Gold Corporate Charge Cardmember may designate a beneficiary or change a previously designated beneficiary for himself/herself and his or her spouse and children who are not American Express Gold Corporate Charge Cardmembers. No person other than the above stated may designate or change a previously designated beneficiary. For such designation or change to become effective a written request on a form satisfactory to the Company must be filed with the Company. Such designation or change shall take effect as of the date it is signed by the designatory provided that it has been received by the Company, but any payment of proceeds made by the Company prior to receipt of such designation or change shall fully discharge the Company to the extent of such payment.

## PAYMENT OF CLAIMS

Indemnities payable for any loss will be paid upon receipt of due written proofs of such loss. Indemnity or Loss of Life and any other accrued indemnities unpaid at the Covered Person's death should be payable to the Covered Person's estate. The receipt from the Estate will fully discharge the Company.

## TIME LIMIT OF ACTIONS

No action at law or in equity shall be brought to recover under the Master Policy after the expiration of three (3) years after the time written proof of loss is required to be furnished.

## TERMINATION

The coverage referred to in this Certificate will terminate as of the date he or she ceases to be a Covered Person or on the termination of the Master Policy whichever is earlier.

**The benefits described herein are subject to all of the terms and conditions of the Master Policy which is held by Maybank. This Certificate replaces any prior Certificate which may have been furnished in connection with the Master Policy.**