

AMERICAN EXPRESS® PERSONAL CHARGE CARD  
TRAVEL ACCIDENT INSURANCE

## CERTIFICATE OF INSURANCE

Effective Date: 1 January 2018

This Certificate of Insurance (hereinafter referred to as "Certificate") provides summary of insurance coverage arranged by **Malayan Banking Berhad (3813-K) (hereinafter referred to as "Maybank")** with **Etiqa General Insurance Berhad (9557-T) formerly known as Etiqa Insurance Berhad (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 which provides group accidental death and dismemberment and travel inconvenience insurance benefits.

**"Covered Persons"** A person shall be a Covered Person under the Master Policy only if:

1. He or she is:
  - a) The Basic or Supplementary American Express Personal Charge Card member who is the holder of a valid American Express Personal Charge Card issued by Maybank in his or her name; or
  - b) The legally married Spouse or Dependent Child under the age of 23 of any eligible person described in (a) above; and
2. His or her American Express Personal Charge Card account is billed from Malaysia

**"American Express Personal Charge Card"** means the American Express Personal Charge Card issued by Maybank to the Basic or Supplementary American Express Personal Charge Card member in his or her name.

**"American Express Personal Charge Card Account"** means the account of the Covered Persons.

### A. TRAVEL INCONVENIENCE INSURANCE – COVER

#### 1. Missed Connections

If the Covered Person's confirmed onward connecting Scheduled Flight is missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting scheduled flight and no alternative onward transportation is made available to the Covered Person within four (4) hours of the actual arrival time of his or her incoming flight, the Company will indemnify the Covered Person for American Express Personal Charge Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments up to RM225 for the Covered Person American Express Personal Charge Cardmember and RM225 for his/her Covered Family Members whose fares have been charged to an American Express Personal Charge Card or a maximum of RM450 for both the Covered American Express Personal Charge Cardmember and Covered Family Members.

#### 2. Luggage Delay

If the Covered Person's accompanied checked-in luggage is not delivered to him or her within six (6) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, the Company will indemnify the Covered Person for American Express Personal Charge Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to RM150 for the Covered Person American Express Personal Charge Cardmember and RM150 for his/her Covered Family Members whose fares have been charged to an American Express Personal Charge Card or a maximum of RM300 for both the Covered American Express Personal Charge Cardmember and Covered Family Members.

#### 3. Luggage Loss

If the Covered Person's accompanied checked-in luggage is not delivered to him or her within forty eight (48) hours of the Covered Person's arrival at the scheduled destination point of his or her flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Covered Person for American Express Personal Charge Card charges incurred within four (4) days of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to RM375 for the Covered American Express Personal Charge Cardmember and RM375 for his/her Covered Family Members whose fares have been charged to an American Express Personal Charge Card or a maximum of RM750 for both the Covered American Express Personal Charge Cardmember and Covered Family Members.

### SCHEDULED FLIGHT

Scheduled Flight means a flight in an aircraft where the airline is listed in the Official Airline Guide or ABC World Airways Guide where the 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.

### EXCLUSIONS

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

1. War or any act of war whether declared or undeclared
2. Any illegal act by or on behalf of the Covered Person and/or his beneficiaries
3. While serving as an operator or crew member of any conveyance
4. Confiscation or requisition by Customs/ other Government Authority
5. Failure of the Covered Person to take reasonable measures to save or recover lost luggage
6. Failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain and complete a Property Irregularity report
7. 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.

### CLAIMS

1. All information and evidence required by the Company or its agents shall be furnished at the expense of the Covered Person or his or her personal representative and shall be in such forms and of such nature as the Company may prescribe.
2. Copies of Record of Charge Forms relating to expenses incurred in respect of which indemnity is claimed under this Certificate must be supplied to Maybankard Centre, 7<sup>th</sup> floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur. Also the Record of Charge Form, verifying that the relevant flight tickets were charged to an American Express Personal Charge Card Account and in respect of lost or delayed luggage, a copy of the property irregularity report obtained from the airline, must be supplied to Maybankard 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, destination, scheduled times and arrival airport).
  - Full details of the delay or loss incurred.
  - Full details of expenses for which reimbursement is claimed.

3. 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 Personal Charge Card Account.

**MAXIMUM INDEMNITY**

Duplicate or multiple American Express Personal Charge Cards shall not obligate the Company in excess of the limit stated herein for expenses incurred by any one individual Covered Person as a result of any one incident covered under this Master Policy.

4. Claims Service – all claims and correspondence relating to the insurance must be given as soon as possible but no later than 21 days after the event giving rise to the claim to:

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

**B. TRAVEL ACCIDENT INSURANCE**

**“Covered Persons”** A person shall be a Covered Person under the Master Policy only if:

1. He or she is:
  - a) The Basic or Supplementary American Express Personal Charge Card member who is the holder of a valid American Express Personal Charge Card issued by Maybank in his or her name; or
  - b) The legally married Spouse or Dependent Child under the age of 23 of any eligible person described in (a) above; and
2. His or her American Express Personal Charge Card account is billed from Malaysia

**BENEFITS AMOUNTS**

<b>BENEFITS</b>	<b>AMOUNT (RM)</b>
Loss of Life	250,000
<b>DISMEMBERMENT</b>	
Loss of Both Hands or Both Feet	250,000
Loss of One Hand and One Feet	250,000
Loss of Entire Sight of Both Eyes	250,000
Loss of Entire Sight of One Eye and One Hand or One Foot	250,000
Loss of One Hand or One Foot	125,000
Loss of Entire Sight of One Eye	125,000

The Company will pay the applicable benefit amount if a Covered Person suffers a Loss from an injury while coverage is in force under the Master Policy, but only if such Loss occurs within 100 days after the date of accident which caused the injury Benefits will be paid for the greatest Loss. In no event will the Company pay for more than one Loss sustained by the Covered Person as a result of any one accident.

Injury means bodily injury which:

1. Is caused by an Accident which occurs whilst the Covered Person's insurance is in force under the Master Policy; and
2. Results in Loss insured by the Master Policy; and
3. Creates a Loss due, directly and indirectly of all other causes, to such accident bodily injury

Loss as used above with reference to hand or foot means complete and permanent severance through or above the wrist or ankle joint, and as used with reference to eye means the irrecoverable loss of the entire sight of such eye.

**MAXIMUM INDEMNITY PER COVERED PERSON**

In no event will multiple American Express Personal Charge Cards obligate the Company under the Master Policy in excess of the highest amount payable under one such Charge Card, as stated in the “Benefit Amounts” for any one Loss sustained by any one individual Covered Person as a result of any one accident. No person will be eligible for benefits under the Master Policy unless the fare for the trip he or she

takes is actually charged to the American Express Personal Charge Card.

**DESCRIPTION OF BENEFITS  
COMMON CARRIER BENEFIT**

This benefit is payable if the Covered Person sustains Injury as a result of  
a) An accident which occurs while riding solely as a passenger in, or boarding or alighting from a Common Carrier Conveyance for a Covered Trip; or  
b) Being struck by such Common Carrier Conveyance.

Common Carrier Conveyance means an air, land or water vehicle (other than a rental vehicle) operated by a common carrier licensed to carry passengers for hire.

A trip is a Covered Trip if:

1. It is a trip taken by the Covered Person between the Point of Departure and the Final Destination as shown on the Covered Person's ticket; and
2. The Covered Person's entire fare for such trip has been charged to an American Express Personal Charge Card prior to any injury.

**ADDITIONAL BENEFITS**

**EXPOSURE AND DISAPPEARANCE**

If the Covered Person is unavoidably exposed to the elements because of an accident on a Covered Trip which results in disappearance, sinking or wrecking in a Common Carrier Conveyance, and if as a result of such exposure, the Covered Person suffers a Loss for which benefits are otherwise payable under the Master Policy, such Loss will be covered under the Master Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results in the in the disappearance, sinking or wrecking of a Common Carrier Conveyance and if the Covered Person's body has not been found within 52 weeks after the date of such accident, it will be presumed, subject to there being no evidence to the contrary, that the Covered Person suffered Loss of life as a result of injury covered by this Master Policy.

**AIRPORT PREMISES BENEFIT**

If a scheduled Airline ticket is purchased for a Covered Trip prior to boarding, this benefit is payable if the Covered Person sustains any 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, an aircraft from a Covered Trip.

**AIRPORT TRANSPORTATION BENEFIT**

If a scheduled Airline ticket is purchased for a Covered Trip prior to the Covered Persons departure for the airport, this benefit is payable if the Covered Person sustains any Injury while riding as a passenger in a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only:

- a) When going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
- b) When leaving directly from an airport after alighting from an aircraft from a Covered Trip.

**“Scheduled Airline”** means an Airline listed in the Official Airline Guide or ABC World Airways Guide where the 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.

**COVERAGE REQUIREMENTS**

A Covered Person will be fully insured for benefits under the Master Policy while taking a trip on a Common Carrier Conveyance only when the entire fare has been charged to the American Express Personal Charge Card.

**ON-BOARD TICKETING**

In the event a Covered Person suffers a Loss on-board a Schedule Airline flight for which the airline sells tickets on-board the flight and the Covered Person has not purchased his or her ticket by charging the ticket to the American Express Personal Charge Card prior to boarding the flight, then the Company will evaluate and pay such Loss where it can establish that no other form of payment was used for the flight in question.

**PREMIUM**

The premium for this coverage is paid for by Maybank.

**EXCLUSIONS**

The Master Policy does not cover any Loss caused or contributed to by

- (1) suicide or self-destruction or any attempt thereof;
- (2) war or any act of war whether declared or undeclared;
- (3) Injury to which a contributory caused was the commission of, or attempt to commit, an illegal act by or on behalf of the Covered Person or his/her beneficiaries;
- (4) Injury received while serving as an operator or crew member of any conveyance; or
- (5) Injury received while driving, riding as a passenger in, boarding or alighting from a rental vehicle.

**BENEFICIARY**

A Basic American Express Personal 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 also Basic or Supplementary American Express Personal Charge Cardmembers. A Supplementary American Express Personal 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 also Basic or Supplementary American Express Personal Charge Cardmembers or spouses or children of the American Express Personal Charge Cardmembers. 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.

**CLAIMS**

Written notice of a claim must be given to Maybankard Centre, 7<sup>th</sup> Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur, within 20 days after the occurrence or commencement of any Loss covered by the Master Policy or as soon thereafter as reasonably possible. Benefits will be payable upon receipt of due written proof of covered Loss.

**PAYMENT OF CLAIMS**

Benefits for loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other Loss, sustained by a Covered Person will be paid to the Covered Person, if living, otherwise to the designated beneficiary. If more than one beneficiary is designated and beneficiaries' respective interests are not specified, the designated beneficiaries shall share equally. If no beneficiary has been designated, or if the designated beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. The Covered Person's spouse;
2. His or her children, including legally adopted children;
3. His or her parents;
4. His or her brothers and sisters;
5. His or her estate

In determining such person or persons, the Company may rely upon an affidavit by a member of any of the classes of preference beneficiaries described above. Payment based upon such affidavit shall fully discharge the Company from all obligations under the Master Policy. Any amount payable to the minor may be paid to the minor's legal guardian.

**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.***

***In the event of any discrepancies on the coverage, terms and conditions, the Master Policy shall prevail. Copy of the Master Policy can be sighted upon request at Maybankard Centre, Cards & Payments, 7<sup>th</sup> Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.***

***This Certificate replaces any prior Certificate which may have been furnished in connection with the Master Policy***