

**AMEX EXPLORER BUSINESS PLATINUM BUSINESS CARD  
MAYBANK AUTOMATIC TRAVEL ACCIDENT INSURANCE**

**CERTIFICATE OF INSURANCE**

**Effective Date: 1 February 2023**

*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.*

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

**DEFINITIONS**

Whenever used herein, the term "**Card**" shall refer to Maybank AMEX EXPLORER BUSINESS PLATINUM BUSINESS CARD which provide Automatic Travel Personal Accident issued by Maybank

"**Cardholder**" means the principal cardholder to whom the Card is issued.

"**Insured Person**" means The Cardholder and his/her Family whose fare has been charged to the Card.

"**Family**" means Cardholder' Legal spouse and dependent children who are under age twenty three (23) years old at the time of booking the covered trip in respect of a covered trip which commences during the Period of Insurance of the master policy.

"**Permanent Total Disablement**" means disablement which entirely prevents the Insured Person from attending to any business or occupation of any kind and every kind and which last twelve calendar months is deemed beyond hope of improvement.

"**Loss of Limb**" means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.

**SCOPE OF COVERAGE**

The Company agrees that if, during a covered trip which has been paid for by the Cardholder, the Insured Person shall sustain accidental bodily injury caused by violent external and visible means which solely and independently of any other cause shall within twelve calendar months result in death or disablement, the Company will pay to the Insured Person or his/her legal representative the benefits stated in the Schedule.

Cover shall commence at the time that the Insured Person leaves his normal residence or place of business, whichever occurs last, or at commencement of the one way journey whichever is the actual place of departure for the commencement of such travel and shall end when the Insured Person returns to his normal residence or place of business, whichever occurs first, or place of final destination if in respect of a one way journey up to a maximum of 90 days any one trip.

This cover excludes every day commuting to and/or from an Insured Person's normal place of employment. In the event of a one way journey where the onward journey is not paid for by an insured card the cover will extend to the place of final destination provided that the final destination is reached within 72 hours of the end of the one way journey

Cover shall also apply to journeys by public conveyance, provided that the fare has been charged to the relevant Card and shall only be in force for the duration of the journey.

Payment shall not be made under more than one of Benefits (I) to (IX) of the Schedule of Benefits in respect of the same accident in respect of one Insured Person.

In respect of any Insured Person under the age of 16 years at the date of commencement of the covered trip payment for Accidental Death as provided for herein shall be limited to the amount of RM1,000.

Compensation shall be payable only when the claim shall have been proven to the satisfaction of the Company.

**THE SCHEDULE**

**1. PERSONAL ACCIDENT**

**SCHEDULE OF BENEFIT**

Bodily Injury as defined resulting in:

Benefit	Description	Amount (RM)
I	Loss of Life <i>Occurring within twelve calendar months of bodily injury</i>	1,000,000.00
II	Both hands or both feet or sight of both eyes	1,000,000
III	One hand and one foot	1,000,000
IV	Either hand or foot and sight of one eye	1,000,000
V	Speech and hearing	1,000,000
VI	Either hand or foot	500,000
VII	Sight of one eye	500,000
VIII	Speech or hearing	500,000
IX	Thumb and index finger of the same hand	250,000

**2. ADDITIONAL BENEFITS**

**A. MISSED FLIGHT MISCONNECTION**

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 confirmed connecting scheduled flight and no alternative onward transportation is made available to the Insured Person within 4 hours of the actual arrival time of his/her incoming flight, the Company will indemnify the Insured for the Card charges incurred in respect of hotel accommodation, restaurant meals or refreshments up to the limit expressed below, provided that the receipts can be produced.

NO.	INSURED PERSON	AMOUNT (RM)
A1	Cardholder	800.00
A2	Cardholder's Family	800.00
A3	Cardholder & Family	1,600.00

**B. LUGGAGE DELAY**

If the Insured Person's accompanied checked-in luggage is not delivered to him/her within 6 hours of the Insured Person's arrival at the scheduled destination point of his/her flight, the Company will indemnify the Insured for the Card charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to the limit expressed below.

NO.	INSURED PERSON	AMOUNT (RM)
B1	Cardholder	800.00
B2	Cardholder's Family	800.00
B3	Cardholder & Family	1,600.00

**C. LUGGAGE LOSS**

If the Insured Person's accompanied checked-in luggage is not delivered to him/her within 48 hours of the Insured Person's arrival at the scheduled destination point of his/her flight, such luggage will be assumed to be permanently lost and the Company will indemnify the Insured Persons for the Card charges within 4 days of his/her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to the limit expressed below.

NO.	INSURED PERSON	AMOUNT (RM)
<b>C1</b>	Cardholder	2,500.00
<b>C2</b>	Cardholder's Family	2,500.00
<b>C3</b>	Cardholder & Family	5,000.00

**D. 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 the card charges incurred in respect of restaurant meals or refreshments up to the limit expressed below.

NO.	INSURED PERSON	AMOUNT (RM)
<b>C1</b>	Cardholder	800.00
<b>C2</b>	Cardholder's Family	800.00
<b>C3</b>	Cardholder & Family	1,600.00

The Policy in respect of Additional Benefits A, B, C & D above does not cover any loss caused or contributed by:

- War or any act of war whether declared or undeclared.
- Any illegal act by or on behalf of the Insured Person and/or his beneficiaries.
- While serving as an operator or crew member of any conveyance.
- Confiscation/requisition by customs or other governmental authority.
- Failure to take reasonable measures to save or recover lost luggage.
- Failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain & complete a Property Irregularity Report.

**EXPOSURE**

Death or disablement caused by exposure directly resulting from a mishap to an aircraft, vessel or public conveyance in which the Insured Person is travelling shall be deemed accidental bodily injury for the purpose of this insurance.

**DISAPPEARANCE**

In the event of the disappearance of the Insured Person after a period of one year has elapsed, and if the Company shall have reason to believe that such Insured Person sustained accidental bodily injury resulting in death whilst on a covered trip, then Benefit

(I) shall become payable provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living.

**HIJACK**

In the event that accidental bodily injury is sustained by an Insured Person as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance in which the Insured Person is travelling as a passenger on a covered trip the Company will pay to the Insured Person or his legal representative miscellaneous expenses up to RM1,000 incurred as a direct result of the hijacking concerned.

**TERRITORIAL LIMITS:** Worldwide

**GENERAL EXCLUSIONS**

This insurance does not cover:

- Accidental bodily injury arising from or contributed to by:
  - the Insured Person's intentional self-injury, suicide, insanity or the use of alcohol
  - the taking of any drug by the Insured Person unless taken in accordance with the directions and prescription of a registered medical practitioner
  - the illegal acts of an Insured Person or his beneficiary, executors, administrator or legal heirs
  - Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution or military or usurped power or participation by the Insured Person in riot strike or civil commotion
- Accidental bodily injury directly caused by or contributed to by or arising from: -
  - ionizing radiations or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
  - nuclear weapons materials.
- The Insured Person engaging in or taking part in armed forces service or operations;
- The Insured Person engaging in flying of any kind other than as a passenger in a fully licensed passenger carrying aircraft;
- The Insured Person's deliberate exposure to exceptional danger except in an attempt to save human life;
- Expenses arising out of:
  - wilfully self-inflicted injury or illness, insanity, alcohol abuse, drug or substance abuse
  - pregnancy unless unexpected complications arise, and in no circumstances where the pregnancy has entered the seventh month at the start of an insured journey;
  - an Insured Person engaging in the commission of or the attempt to commit an unlawful act;
- Expenses attributable to AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or any similar syndrome or related condition howsoever acquired;
- Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution or military or usurped power or participation by the Insured Person in riot strike or civil commotion;

10. Accidental Bodily Injury directly caused by or contributed to by or arising from:
  - (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel.
  - (b) Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
  - (c) Nuclear weapons materials.

#### GENERAL CONDITIONS

1. This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. The receipt of the Insured / the Insured Person or of his legal representatives shall in all cases be an effectual discharge to the Company.
2. Written notice shall be given to the Company as soon as possible and in any event within four weeks of the occurrence of any bodily injury which may give rise to a claim under this Policy. All certificates, information and evidence required by the Company shall be supplied free of expense to the Company in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim. In the event of accidental death, the Company shall be allowed at its own expense and upon reasonable notice to the Insured Person's legal representatives to have a post-mortem examination of the body.
3. The Company may cancel this Policy by sending ninety (90) days' notice by registered letter to Maybank at its last known address.
4. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree on an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
5. Where a covered trip is only partially paid for by the Card then the benefit is proportional to the percentage of the ticket price paid for by the Card (i.e. if only 50% of the ticket is paid for by the Card then the benefit is only 50%).
6. In the event of an Insured Person having more than one of the Card the benefits will only be payable once.
7. Any fraud, concealment, or deliberate misstatement by an Insured Person in connection with the making of any claim hereunder shall render this Insurance null & void in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate misstatement by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
8. The maximum sum insured payable per card is up to limit as stated below irrespective of the number of air tickets / travel packages purchased under the Card.

#### 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 Insured Person's journey.

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**

#### 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.

#### Nuclear / Biological / Chemical Terrorism

It is agreed that, regardless of any contributory causes, this insurance does not cover any losses directly or indirectly arising out of contamination due to an act of terrorism.

For the purposes of this exclusion "contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause Accidental Bodily Injury and/or Accidental Death.

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

If the insured allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

#### Sanction Limitation and Exclusion Clause

This insurance policy shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Company to any Sanction, prohibition or restriction under the CISAD Act or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom.

***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.***