



**AMEX EXPLORER BUSINESS PLATINUM CARD
TRAVEL ACCIDENT INSURANCE
FOR MALAYAN BANKING BERHAD
MASTER POLICY NO: CPZ-P1396778-W1**

Etiqua General Insurance Berhad (9557-T)
(Formerly known as Etiqa Insurance Berhad)
(Licensed under Financial Services Act 2013
and regulated by Bank Negara Malaysia)

Dataran Maybank
No 1, Jalan Maarof
59000 Kuala Lumpur
Malaysia

T +603 2297 3888
F +603 2297 3800
E info@etiqa.com.my
www.etiqa.com.my

Etiqua Online 1300 13 8888





**Amex Explorer Business Platinum Card
TRAVEL ACCIDENT INSURANCE**

MASTER POLICY NO: CPZ-P1396778-W1

In consideration of payment of premium to Etiqa General Insurance Berhad (hereinafter called 'the Company') agrees with Malayan Banking Berhad (hereinafter called 'Policyholder') to insure eligible Amex Explorer Business Platinum Card members to the extent herein provided and subject to the exclusions and all other limitations and provisions of this Policy.

Signed for and on behalf of the Company on 15th December 2022

- Signed -



.....
Authorized Signatory



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SECTION 1 - INCONVENIENCE BENEFITS

PART 1.1 - DECLARATIONS

1. **Policyholder :** Malayan Banking Berhad
Maybankard Centre
7th Floor Menara Maybank
100 Jalan Tun Perak
50050 Kuala Lumpur
2. **Policy Number :** CPZ-P1396778-W1
3. **Policy Effective Date :** 1 February 2023 to
First Renewal Date : 31 January 2024
4. **Eligible Person :**

A person shall be a “**Eligible Person**” under this Policy only if he or she is:

- a) A Basic or Supplementary Cardmember who has Amex Explorer Business Platinum Card issued by Maybank in his or her name; or
- b) The legally married Spouse in the law of Malaysia or Dependent Child under age 23 of any eligible person described in (a) above; and The Amex Explorer Business Platinum Card is billed from Malaysia.

“**Dependent Child**” means a legally dependent child, including a step-child or legally adopted child of any eligible person described in Part I, item 4 a) of this Policy; and is wholly dependent on such eligible person(s) for financial support.

“**Covered Person**” means any Eligible Person while taking a trip on a Common Carrier Conveyance only when the entire fare has been charged to a Cardmember’s Amex Explorer Business Platinum Card Account in advance of the scheduled departure time.

5. Schedule of Benefits :

Inconvenience Benefits (as defined in Part 1.3 of this Policy).

Limits of Indemnity - Amex Explorer Business Platinum Card

Benefits	Cardmember	Cardmember's Family	Cardmember & Family
Missed Connection	RM800	RM800	RM1,600
Luggage Delay	RM800	RM800	RM1,600
Luggage Loss	RM2,500	RM2,500	RM5,000
Flight Delay	RM800	RM800	RM1,600

In no event will duplicate or multiple Amex Explorer Business Platinum Card obligate the Company in excess of the limits stated above for expenses incurred by any one individual covered person as a result of any one incident covered by this Policy.

Indemnity in respect of all charges incurred where a Basic Cardmember and one or more Supplementary Cardmembers under the Amex Explorer Business Platinum Card Account qualify as covered Persons in respect of any one accident, will be limited in the aggregate to the Limit of Indemnity specified in Item 5 above.

6. Premium :

Subject to quarterly declarations by Maybank

PART 1.2 - EFFECTIVE DATE AND POLICY TERMS

1. This Policy takes effect on the Effective date stated in Item 3 of Part 1.1, Declarations.
2. This Policy may be renewed for further consecutive terms on payment of premium at the rate and at the amount determined at the time of renewal subject to the provisions of Part 1.7 - Termination or Amendment.
3. All Periods of Insurance hereunder shall begin and end at 12.01 A.M. Standard time at the Policyholder's place of business as stated in Item 1 of Part 1.1.

PART 1.3 - INCONVENIENCE BENEFITS

1. SCHEDULED FLIGHT

"Scheduled Flight" means 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 is in accordance with such authorization, maintain and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

2. COVER

2-1 Missed Connections

If the Covered Person's confirmed onward connecting Schedule 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 4 hours of the actual arrival time of his or her incoming flight the Company will indemnify the Covered Person for Amex Explorer Business Platinum Card charges incurred in respect of hotel accommodation and restaurant meals or refreshments, up to the Limit of Indemnity stated in Item 5 of Part 1.1 – Declarations of this Policy.

2-2 Luggage Delay

If the Covered Person's accompanied checked-in luggage is not delivered to him or her within 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 Amex Explorer Business Platinum Card charges incurred at such scheduled destination in respect of the

emergency purchase of essential clothing and requisites up to the Limit of Indemnity stated in Item 5 of Part 1.1 – Declarations of this Policy.

2-3 Luggage Loss

If the Covered Person's accompanied checked-in luggage is not delivered to him or her within 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 Amex Explorer Business Platinum Card charges incurred within 4 days of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to the Limit of Indemnity stated in Item 5 of Part 1.1 – Declarations of this Policy.

2-4 Flight Delay

If departure of a Covered Person's confirmed Scheduled Flight from any airport is delayed for four hours or more, cancelled or the Covered Person is denied boarding of the aircraft due to over-booking, and no alternative transportation is made available to the Covered Person within four hours of the scheduled departure time of such flight, the Company will indemnify the Covered Person for Amex Explorer Business Platinum Card charges incurred in respect of restaurant meals or refreshments up to the Limit of Indemnity in Item 5 of Part 1.1 – Declarations of this policy.

3. PROVISIONS

- 3-1 Duplicate of multiple Amex Explorer Business Platinum Card shall not obligate the Company in excess of the limits stated herein for expenses incurred by any one individual Covered Person as a result of any incident covered under this Policy.
- 3-2 Indemnity in respect of all charges incurred where a Basic Cardmember and one or more Supplementary Cardmembers under the same Amex Explorer Business Platinum Card Account qualify as Covered Persons in respect of any one incident, will be limited in the aggregate to the Limit of Indemnity for any one Cardmember specified in Item 5 of Part 1.1 – Declarations of this Policy.

PART 1.4 - EXCLUSIONS

The Policy does not cover any loss caused or contributed 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 or other government authority:
5. Failure 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.

PART 1.5 - PREMIUM

1. Premium for this Policy shall be calculated on the basis of :-

Declarations of the number of transactions paid for by the Covered Person(s) during the period of insurance are to be advised at the end of each quarterly accounting period and adjusted at a rate of 0.000160% of capital sum insured per transaction

PART 1.6 – CLAIMS

1. PROOF OF CLAIM

All information and evidence required by the Company shall be furnished at the expense of the Covered Person or his or her personal representatives and shall be in such form and of such nature as the Company may prescribe.

2. CLAIMS PROCEDURE

Inconvenience Benefits

- 2-1 Written notice of all claims must be given by or on behalf of the Covered Person as soon as possible but no later than twenty one (21) days after the event giving rise to the claim to Maybankard Centre, 7th Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur.
- 2-2 The following information must be supplied to the Company with copies of Record of Charge forms relating to expenses incurred in respect of which

indemnity is claimed under this insurance, the Record of Charge form verifying that the relevant flight tickets were charged to an Amex Explorer Business Platinum Card and, in respect of lost or delayed luggage, the Property Irregularity Report obtained from the airline: -

Full details of the Flight (Flight Number, Departure Airport, Destination, Schedule Time, Arrival Airport, etc.)

Full details of the delay or loss incurred.

Full details of expenses for which reimbursement is claimed.

- 2-3 The Company will process the claim and write to Maybank Cards Business informing them whether the claim is accepted or rejected with a copy to the Covered Person.
- 2-4 If the claim is accepted a discharge voucher will be sent with this letter to the Covered Person for his or her execution and return. Thereafter the Company forward a cheque to Maybank Cards Business who will be responsible for crediting the Covered Person's Amex Explorer Business Platinum Card Account.
- 2-5 If the claim is rejected the reasons will be advised.
- 2-6 The Company shall have the right periodically to examine the Policyholder's records relating to individual claims under the insurance.

PART 1.7 - TERMINATION OR AMENDMENT

1. INDIVIDUAL TERMINATION

Insurance for any Covered Person shall immediately terminate:-

- 1-1 As of the date this Policy shall terminate;
- 1-2 On the date the Cardmember ceases to be a Covered Person hereunder;
- 1-3 As of the Premium due date, if the Policyholder fails to pay the required Premium for the Cardmember except as the result of inadvertent error.

2. TERMINATION OR AMENDMENT OF MASTER POLICY

2-1. This Policy may be amended or terminated at any time by written agreement between the Company and the Policyholder.

2-2 The Policyholder or Company may, however, terminate this Policy at any time by giving written notice of termination to the other party, but the date of termination shall not be less than one hundred and twenty (120) days after the date the Policyholder or Company receives such notice unless an earlier date is mutually agreeable to the Policyholder and the Company.

PART 1.8 - LEGAL JURISDICTION AND GOVERNING LAW

1. The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in Malaysia.
2. This Policy shall be governed by and interpreted in accordance with Malaysian Law;

SECTION 2 - GROUP ACCIDENT BENEFITS

PART 2.1 - DECLARATIONS

1. **Policyholder :** Malayan Banking Berhad
Maybankard Centre
7th floor, Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur.

2. **Policy Number :**

3. **Policy Effective Date :** 1 February 2023 to
First Renewal Date : 31 January 2024

4. **Eligible Person :**

A person shall be a “**Eligible Person**” under this Policy only if he or she is:

- a) A Basic or Supplementary Cardmember who has Amex Explorer Business Platinum Card issued by Maybank in his or her name ; or

- b) The legally married Spouse in the law of Malaysia or Dependent Child under age 23 of any eligible person described in (a) above; and

- c) The Amex Explorer Business Platinum Card is billed from Malaysia.

“**Dependent Child**” means a legally dependent child, including a step-child or legally adopted child of any eligible person described in Part I, item 4 a) of this Policy; and is wholly dependent on such eligible person(s) for financial support.

5. “**Covered Person**” Any Eligible Person shall be a Covered Person while taking a trip on a Common Carrier Conveyance only when the entire fare has been charged to a basic or a supplementary Cardmember’s Amex Explorer Business Platinum Card Account in advance of the scheduled departure time.

6. Schedule of Benefits:

Description of loss of:	Amex Explorer Business Platinum Card
Life	RM1,000,000
Both hands or both feet or sight of both eyes	RM1,000,000
One hand and one foot	RM1,000,000
Either hand or foot and sight of one eye	RM1,000,000
Speech and hearing	RM1,000,000
Either hand or foot	RM500,000
Sight of one eye	RM500,000
Speech or hearing	RM500,000
Thumb and index finger of the same hand	RM250,000

“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.

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 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 Policy;
2. Results in Loss insured by the Policy, and
3. Creates a Loss due, directly and independently of all other causes, to such accidental bodily injury.

In no event will duplicate or multiple Amex Explorer Business Platinum Card obligate the Company in excess of the highest amount payable under one such card, as stated in Part 2.1, item 6, “Schedule of Benefits”, for any one loss sustained by any one individual covered person as a result of any one accident.

7. Premium

The Premium for this Section shall be determined as follows:-

“Declarations of the number of transactions paid for by the Covered Person(s) during the period of insurance are to be advised at the end of each quarterly accounting period and adjusted at a rate of 0.000160% of capital sum insured per transaction.

8. **Aggregate Limit of Indemnity per Covered Person** : As stated in Part 2.1, item 6 - Schedule of Benefits
Aggregate Limit of Indemnity per Event : USD5,000,000

The maximum Aggregate Limit of Indemnity per Event for all claims combined is USD5,000,000. If the aggregate amount of all indemnities other payable by reason or cover provided under the Policy exceeds such Aggregate Limit of Indemnity, the Company shall not be liable as respects each Covered Person for a greater proportion of the indemnity otherwise payable than the Aggregate Limit of Indemnity bears to the aggregate amount of all such indemnities.

9. **Effective Date and Policy Term**

This Policy takes effect on the effective date stated in Item 3 of Part 2.1 – Declarations. All renewal dates and insurance years and months shall be calculated from the first renewal date stated in Item 3 of Part 1. This Policy will be renewed for further consecutive terms on payment of premium at the rate and at the amount determined at the time of renewal. All periods of insurance hereunder shall begin and end at 12.01 A.M. Standard Time at the Policyholder's place of business as stated in Item 1 of Part 2.1.

PART 2.2 - DESCRIPTION OF BENEFITS

1. **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 (including taxis).

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 Amex Explorer Business Platinum Card prior to any Injury.

2. ADDITIONAL BENEFITS

- a. **Airport Transportation Benefit:** If a Scheduled, Airline ticket is purchased for a Covered Trip prior to the Covered Person's 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:
- i. When going directly to an airport for the purpose of boarding an aircraft for a Covered Trip; or
 - ii. 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, licence or similar authorisation for Scheduled air transportation issued by the relevant authorities in the Country in which the aircraft is registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

- b. **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.
- c. **On-board Ticketing:** In the event a Covered Person suffers a Loss on-board a Scheduled 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 an Amex Explorer Business Platinum 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.

3. 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 of 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 Policy, such Loss will be covered under the Policy.

If the Covered Person disappears because of an accident on a Covered Trip which results 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 Policy.

PART 2.3 - BENEFICIARY

A Basic Card member 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 Cardmembers. A Supplementary 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 Cardmembers or spouses or children of the Basic 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 was 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.

PART 2.4 - PREMIUM

Premium for this Policy shall be calculated on the basis stated in Item 7 of Part 2.1 – Declarations. The Company shall have the right to examine all the books and records of the Policyholder relating to this insurance at any reasonable time within two years after termination of this Policy or until final adjustment and settlement of all claims hereunder, whichever is the latter.

PART 2.5 - EXCLUSIONS

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

1. Suicide or self-destruction or any attempt thereat, while sane;
2. War or any act of war whether declared or undeclared;
3. Injury to which a contributory cause was the commission of, or attempt to commit, an illegal act by or on behalf of the Covered Person or his 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.

PART 2.6 – CLAIMS

Written notice of a claim must be given to Maybankard Centre, 7th Floor Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur after the occurrence or commencement of any Loss covered by the Policy as soon as possible but no later than 21 days after the event. Benefits will be payable upon receipt of due written proof, as required by the Company, of a legitimate covered Loss.

PART 2.7 – PAYMENT OF CLAIMS

Benefits for loss of life of a Covered Person will be paid to the Designated beneficiary. Benefits for all other Losses, 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 Policy. An amount payable to the minor may be paid to the minor's legal guardian.

The beneficiaries described herein are subject all of the terms and conditions of the Policy which is held by Maybank.

PART 2.8 - TERMINATION OR AMENDMENT

1. Insurance for any Covered Person shall immediately terminate:-
 - 1-a As of the date this Policy shall terminate;
 - 1-b On the date the Cardmember ceases to be a Covered Person hereunder;
 - 1-c As of the Premium due date, if the Policyholder fails to pay the required premium for the Cardmember except as the result of inadvertent error.

2. Termination or Amendment of Master Policy
 - 2-a This Policy may be amended or terminated at any time by written agreement between the Company and the Policyholder.
 - 2-b The Policyholder or Company may, however, terminate this Policy at any time by giving written notice of termination to the other party, but the date of termination shall not be less than one hundred and twenty (120) days after the date the Policyholder or Company receives such notice unless an earlier date is mutually agreeable to the Policyholder and the Company.

PART 2.9 - GENERAL PROVISIONS

1. This Policy constitutes the entire contract between the parties.
2. No change in this Policy shall be valid unless approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto.
3. The Company may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to his last address as shown on the records of the Company, stating when, not less than 31 days thereafter, such cancellation shall be effective; and the Policyholder may cancel this Policy at any time by written notice delivered or mailed to the Company effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the Company or the Policyholder, the Company shall promptly return on a pro-rata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a pro-rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.
4. Written notice of claim must be given to the Company within twenty days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company by Policyholder with information sufficient to identify the Insured Person shall be deemed notice to the Company.
5. The Company, upon receipt of a written notice of claim, will furnish to the Claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the Claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss of which claim is made. .

6. Written proof of loss must be furnished to the Company, in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss, within ninety days after the termination of the period for which the Company is liable, and in case of claim for any other loss, within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.
7. Indemnities payable under this Policy for any loss will be paid as they accrue immediately upon receipt of due written proof of such loss.
8. Benefits for Loss of life of a Covered Person will be paid to the designated beneficiary. Benefits for all other Losses 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:

- i. the Covered Person's spouse;
- ii. his or her children, including legally adopted children;
- iii. his or her parents;
- iv. his or her brothers and sisters;
- v. 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 Policy unless, before such payment is made, the Company has received at its office written notice of a valid claim by some other person(s). Any amount payable to a minor may be paid to the minor's legal guardian.

9. The Company at its own expense shall have the right and opportunity to examine the person of any individual whose injury is the basis of claim when and as often it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
10. The Company shall not be liable for any loss to which a contributing cause was the commission of or attempt to commit a felony by the person whose injury is the basis of claim, or to which a contributing cause was such person's being engaged in an illegal occupation.

11. **Legal Jurisdiction and Governing Law:**
The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matter arising out of this insurance acknowledge the jurisdiction of the Courts in Malaysia. The Policy shall be governed by and interpreted in accordance with Malaysian Law.

PART 2.10 - GENERAL EXCLUSIONS

The policy does not cover any loss caused or contributed to by:

1. alcohol intoxication as defined in the jurisdiction where the Accident occurred and/or acting under the influence of alcohol above the local permitted limit;
2. intentionally self inflicted injury, suicide, self destruction or any attempt thereof while sane;
3. 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;
4. travel into hazardous work sites (e.g. underwater, mines, construction sites, oilrigs, etc.);
5. 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.
6. service in the military, naval or air service of any Country;
7. participation in any military, police or fire fighting activity;
8. activities undertaken as an operator or crew member of any Common Carrier Conveyance;
9. flying in aircraft owned or leased by the Covered Person's Sponsoring Organisation;
10. flying in any aircraft which is a chartered non-scheduled licensed common carrier hired by a single organization;
11. flying in military aircraft or any aircraft which requires special permits or waivers;
12. commission of or attempt to commit an illegal act by or on behalf of the Covered Person or their beneficiaries;

13. 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.
14. taking of any drug, medication, narcotic or hallucinogen unless as prescribed by a physician;
15. taking of alcohol in combination with any drug or medication;
16. an act of Terrorism except when such event occurs under:
 1. Common Carrier Benefit; or
 2. Airport Transportation Benefit; or
 3. Airport Premises Benefit whether on a Business Trip or a Personal Trip

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 United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**SECTION 3 -
BENEFITS APPLICABLE TO
AMEX EXPLORER BUSINESS PLATINUM CARD
CARDMEMBER ONLY**

1. ACCIDENT MEDICAL EXPENSES EXTENSION

COVER: If, while on a covered trip, an Insured Person incurs Medical Expenses as the direct result of him or her sustaining Accidental Bodily Injury the Company will indemnify the Insured in respect of such expenses up to the specified sum insured.

DEFINITION: Medical Expenses shall mean all reasonable costs necessarily incurred outside the Insured Person's Normal Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

EXCLUSIONS: The Company shall not be liable for:

1. the first RM 200.00 for cards issued in Malaysia of each and every loss;
2. expenses which are recoverable under the terms of any other insurance policy or national insurance programme;
3. expenses incurred after 12 months from the time of the Insured Person incurring the first expense;
4. dental or optical expenses unless incurred as a result of an emergency;
5. expenses incurred which are non-medical in nature (for example telephone calls, newspapers and the like);
6. expenses incurred in the Insured Person's normal country of residence, unless incurred as a result of an insured accident covered under the appropriate Bodily Injury schedule of benefits;
7. expenses incurred when a covered trip is undertaken against the advice of a qualified medical practitioner;
8. expenses arising out of a covered trip when it is specifically undertaken with the intention of obtaining medical treatment;

9. expenses arising out of:
 - a) wilfully self inflicted injury or illness, insanity, alcohol abuse, drug or substance abuse or self exposure to needless peril (except in an attempt to save life);
 - b) pregnancy unless unexpected complications arise, and in no circumstances where the pregnancy has entered the seventh month at the start of an insured journey;
 - c) an Insured Person engaging in the commission of or the attempt to commit an unlawful act;
10. expenses attributable to AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or any similar syndrome or related condition howsoever acquired;
11. 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;
12. accidental Bodily Injury directly caused by or contributed to by or arising from:-
 - (a) ionising 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.
 - (b) nuclear weapons materials.

SUM INSURED: RM 120,000.00 for cards issued in Malaysia per event per card account irrespective of number of persons involved.

PREMIUM: Included in premium rate specified in item 7 under Part 2.1 - Declarations.

2. 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:

- (i) commencing during the period of cover anywhere in the world, but to a destination outside the Covered Person's usual Country of residence
- (ii) for which the Transport Costs have been charged to the Covered Person's Gold Corporate Card

“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 Card 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

1. The Covered Person must take all normal precautions to secure the safety of their Personal Baggage or Possessions.
2. The Covered Person must take all reasonable steps to avoid or minimize any claim.
3. The Company may at any time pay the Covered Person its full liability under the policy after which no further liability shall attach to The Company in any respect or as a consequence of such actions.
4. 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 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 policy the Covered Person must produce:
 - i. a receipt for the purchase of the original goods
 - ii. 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 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:

1. The first RM300 of each and every claim and each and every occurrence, in respect of each and every Covered Person
2. Any Personal Baggage or Possessions loaned, hired or entrusted to the Covered Person.
3. Theft of Personal Baggage or Possessions from unattended vehicles.
4. Any loss not reported to the local police at the vicinity of the loss within twenty-four (24) hours of discovery of such loss.
5. Any loss or damage to Personal Baggage or Possessions whilst in transit, which is not notified immediately to the common carrier operator.
6. Claims where the police report or common carrier operators' report is not produced to The Company.
7. Claims in excess of RM1,500 in total for any one article and/or any Pair or Set of articles in respect of Jewellery, watches, photographic equipment and owned ski equipment.
8. Loss of any item whilst in a public place and not under the supervision of the Covered Person.
9. 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.
10. Loss or damage from confiscation or detention by Customs or other lawful officials and authorities.
11. 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.
12. Damage to fragile or brittle articles unless by fire or resulting from an accident to a seagoing vessel, aircraft or vehicle.
13. Any willful act or negligence of the Covered Person.

SANCTION LIMITATION AND EXCLUSION CLAUSE

This Insurance 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 Operator to any Sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this Insurance agreement, this Insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the Participant, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC

This Insurance Contract does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration (s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

CYBER AND DATA EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly

1.3 caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or

Cyber Incident.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means: -

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.