

AMERICAN EXPRESS® PLATINUM CREDIT CARD PURCHASE PROTECTION & RETURN GUARANTEE

CERTIFICATE OF INSURANCE

Effective Date: 1 January 2019

*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**"), which provides Purchase Protection, Return Guarantee & Extended Warranty benefits as defined within.*

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, 7th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.

DEFINITIONS AND SCOPE OF COVERAGE

"Insured Persons" - A person shall be an Insured Person under the Master Policy only if:

1. He/she is the Basic or Supplementary American Express Platinum Credit Card Cardmember who is the holder of a valid issued by Maybank in his/her name and
2. His/her American Express Platinum Credit Card Account is billed from Malaysia

"American Express Platinum Credit Card" means the American Express Platinum Credit Card is a credit card issued by Maybank to the Basic or Supplementary American Express Platinum Credit Card Cardmember in his/her name.

"American Express Platinum Credit Card Account" means the account of the Insured Persons.

SECTION 1- PURCHASE PROTECTION INSURANCE

Purchase Protection provides for the repair, replacement of property and at the discretion of the Company, the indemnification of the Insured Person for property which has been damaged or stolen within 90 days of purchase, if the property was purchased solely for personal use and with the American Express Platinum Credit Card issued by the Policyholder*. Coverage is provided up to RM15,000 per item of property, and up to a maximum of RM100,000 per calendar year for each American Express Platinum Credit Card Account held by the Insured Person. The number of Supplementary Card Accounts applied for by the Insured Person shall not be taken into account when determining the maximum claim amount permitted per calendar year.

Terms & Conditions

1. The Master Policy is not a substitute for any other insurance which also insures against damage or theft to personal property. The Master Policy will indemnify the Insured Person only to the extent that the damage or theft has not been indemnified by any other insurance and is subject to the terms and conditions contained herein.
2. Any item of property which has been left unattended in a place accessible to the public and which is damaged or lost shall not constitute damage or theft within the terms of the Master Policy.

If an Insured Person has purchased property covered by the Purchase Protection under the Master Policy and given such property as gifts to third party recipients ("Third Party Recipients"), the Third Party Recipients will be the beneficiary of the coverage offered under Purchase Protection instead of the Cardmember, provided that the claim is made by the Insured Person in accordance with the Master Policy requirements. If a covered item is given as a gift, the coverage will continue to apply provided that the Cardmember makes the claim on behalf of the recipient of the gift.

Limitations and Products Not Covered

1. The total liability of the Company for each item of property insured under the Master Policy shall not exceed the total amount (including applicable taxes and other government charges) reflected on the Insured Person's billing statement, store receipt with respect to that item (hereinafter referred to as the "Purchase Price") or RM15,000 whichever is lower.
2. For property purchased with a partial payment utilizing the American Express Platinum Credit Card, the total limit of liability will be prorated based upon the percentage the partial payment bears to the Purchase Price.
3. The Company shall at its sole discretion either repair or replace the damaged or lost items belonging to a pair or set or indemnify the Insured Person or the Third Party Recipient for the Purchase Price of the set or pair, subject to (Item 1) above, provided that the items are unusable individually and cannot be replaced individually.
4. Purchase Protection coverage shall only apply to damage or theft which occurs within 90 days from the purchase of the property.

Exclusions

1. The Company shall not be obligated to indemnify the Insured Person for the first RM60 of each valid claim.
2. There shall be no payment under the Master Policy for the damage to or theft of property arising from:
 - a) War, invasion, hostilities, rebellion, insurrection, confiscation by order of a government or public authority or risks of contraband or losses arising from illegal activity or acts;
 - b) Normal wear and tear;
 - c) Unexplainable disappearance (loss of property under unknown or puzzling circumstances which are difficult to explain or understand and where theft cannot be proven);
 - d) Damage arising from inherent product defects; or
 - e) Theft of or from motor vehicles.
3. There shall be no payment under the Master Policy for damage to or theft of:
 - a) Cash, or its equivalent, travellers cheques, tickets or any negotiable instruments;
 - b) Animals or living plants;
 - c) Jewellery, watches, precious metals and gem stones which the Insured Person brings with him during his overseas travel, unless carried by hand & under the personal supervision of the Insured Person or the Insured Person's travelling companion; and
 - d) Electronic equipment such as mobile phones, PDA, computers or computer-related equipment which are damaged or lost whilst being used at the place of employment.
4. In addition, there shall be no coverage under the Master Policy: For damage to or theft of property as a result of direct physical abuse to one's property by the Insured Person;
 - a) For damage to or theft of property where the property was procured by the Insured Person through fraud or other illegal means;
 - b) Where the Insured Person knowingly makes a false or fraudulent claim;
 - c) Where a report to the appropriate authorities has not been made within 48 hours after the damage or theft was discovered, and a written report obtained; or
 - d) For any item of property left unattended in a place accessible to the public.

Due Diligence

The Insured Person shall use due diligence and do all things reasonably practicable to avoid or diminish any risk of damage to or theft of property so insured under the Master Policy.

SECTION 2 - RETURN GUARANTEE

Return Guarantee provides for product satisfaction on designated items purchased solely for personal use and entirely with the American Express Platinum Credit Card issued by the Policyholder. If, within 90 days from the purchase of the product, an Insured Person is dissatisfied with the item purchased and the retailer refuses to take the purchased item back, the Insured Person can return it to the Company, who will credit the Insured Person's American Express Platinum Credit Card Account with the Purchase Price, up to a maximum of RM1,500 per item, and subject to a maximum of RM6,000 for each American Express Platinum Credit Card Account held by the Insured Person per calendar year. The number of Supplementary Cards applied for by the Insured Person shall not be taken into account when determining the maximum claim amount permitted per calendar year. The amount credited to the Insured Person's American Express Platinum Credit Card Account shall hereinafter be referred to as the "Return Guarantee Refund".

Terms & Conditions

1. The Master Policy is not a substitute for any other insurance which also covers Return Guarantee on items purchased in Malaysia. The Master Policy will indemnify the Insured Person only to the extent that the item purchased has not been covered by any other Return Guarantee insurance and is subject to the terms and conditions contained herein.
2. The Company shall not be obligated to pay the Return Guarantee Refund, if on the date of purchase of the item, or on the date of claim filed, any amount due on the Insured Person's Card Account is overdue or the Insured Person's Card Account is cancelled.
3. Purchases must be made in Malaysia and charged in full on the Insured Person's Card. Return Guarantee Refunds are limited to a maximum of RM1,500 per item and subject to a maximum of RM6,000 Card Account held by the Insured Person per calendar year (not taking into account any Supplementary Cards applied for by the Insured Person).
4. Return Guarantee Refunds will not be made for any items with a Purchase Price of RM60 or less.
5. The item returned by the Insured Person must be received by the Company brand new (with original label still intact), undamaged, in good condition and in working order.

Limitations and Products Not Covered

1. Items not covered are: animals and living plants; one of a kind items (including antiques, artwork and furs); limited edition items, going-out-of-business sale items; consumable and perishable goods; jewelry and precious stones; services and additional costs (such as installation charges, warranties, shipping or memberships); rare and precious coins; used, rebuilt and refurbished items; mobile/cellular phones; compact discs; digital video discs; audiotapes; video-tapes; computer software; books of any kind; health care items (such as blood pressure machines and diabetes equipment); tickets of any kind; motorized vehicles and their parts; firearms; land and buildings; negotiable instruments (such as promissory notes, stamps, and travellers cheques); cash and its equivalent; and items permanently affixed to home, office, vehicle, etc. (such as garage door openers, car alarms); illegal property; formal wear including, but not limited to, evening gown, wedding gown or tuxedo; underwear, surcharge, etc.
2. This coverage is supplemental and only applies if a claim is made over items covered by this Master Policy within 90 days of original purchase.

Exclusions

The Company shall not be liable for any claim:

1. arising out of the imposition of any surcharge;
2. arising out of the fraudulent act of the Insured Person or arising from illegal activity;
3. made in respect of items purchased more than 90 days after the date of original purchase; or

4. not reported to the Company within 30 days from the date of the retailer refusing to take back the purchased item.

SECTION 3 - EXTENDED WARRANTY

When the Insured Person purchases a Covered Appliance (hereinafter defined) entirely with his American Express Platinum Credit Card, the Extended Warranty protection will be offered to the Insured Person with regards to the Covered Appliance.

Terms & Conditions

1. The Master Policy is not a substitute for any other insurance which also covers extended warranty protection on items purchased in Malaysia. The Master Policy will indemnify the Insured Person only to the extent that the item purchased has not been covered by any other extended warranty insurance and is subject to the terms and conditions contained herein.
2. The Extended Warranty protection mirrors original manufacturers' warranties for Covered Appliances purchased entirely with the American Express Platinum Credit Card issued by the policyholder on any participating products stated below in Table A. The coverage period that the Extended Warranty is effective shall equal the term of the original manufacturer's warranty, up to a maximum of 24 months. The total coverage period inclusive of both original manufacturer warranty & extended warranty shall not exceed a total of 48 months.
3. When the original manufacturer's warranty expires, the Extended Warranty protection takes effect for each Covered Appliance bought in Malaysia with a Purchase Price of not more than RM15,000. The maximum amount of coverage offered under the Extended Warranty protection shall not exceed RM48,000 per American Express Platinum Credit Card Account held by the Insured Person per calendar year. The number of Supplementary Cards applied for by the Insured Person shall not be taken into account when determining the maximum claim amount permitted per calendar year.
4. Coverage is provided for any cost of labour or parts used to repair or correct any malfunction, defect or damage of the Covered Appliance covered by the terms of the warranty given under the original manufacturer's warranty.
5. If a Covered Appliance needs to be replaced, the Insured Person will subject to the maximum claim amounts set out above be indemnified for the Covered Appliance at the Market Value of the Covered Appliance (being the amount the Insured Person paid for the Covered Appliance), less 10% for each year thereafter or part thereof.

Table A - Covered Appliance(s):

New item (s) of domestic electrical equipment included in the following list (which may be amended from time to time)

- | | |
|----------------------|----------------------------------|
| 1. Air Conditioner | 18. House phone |
| 2. Answering Machine | 19. Iron |
| 3. Blender, Mixer | 20. Juicer |
| 4. Camera | 21. Microwave |
| 5. CD/VCD/DVD | 22. Mobile Phone |
| 6. Coffee Maker | 23. Polaroid |
| 7. Compactor | 24. Portable CD |
| 8. Cordless phone | 25. Receiver/ amplifier/ speaker |
| 9. Dishwasher | 26. Refrigerator |
| 10. Electric Stove | 27. Sewing Machine |
| 11. Electric Wok | 28. Toaster |
| 12. Dryer | 29. Toaster Oven |
| 13. Electronic Flash | 30. Television |
| 14. Fan | 31. Vacuum Cleaner |
| 15. Fax | 32. VCR |
| 16. Food Processor | 33. Washing Machine |
| 17. Heater | |

DEFINITIONS

AUTHORISED REPAIR AGENT: A company or person to be appointed by The Company at its discretion to repair the Covered Appliance in question.

BREAKDOWN: Failure of the Covered Appliance to operate due to an unforeseen electrical or mechanical problem.

PERIOD OF INSURANCE: With respect of each Covered Appliance means the period of 24 months or twice the original manufacturer's warranty whichever is the lesser commencing from the expiry of the original manufacturer's warranty period provided that the Extended Warranty period shall not extend beyond the date falling 48 months after the date of purchase.

PURCHASE PRICE: The price paid for the Covered Appliance (inclusive of all taxes and government charges).

GEOGRAPHICAL LIMITS: MALAYSIA

Exclusions

1. Excluded Products*, (including but not limited to)
 - a) Computer (including notebook & other portable computing devices)
 - b) Modem
 - c) Monitors
 - d) MP3 players
 - e) PDAs
 - f) Plasma TVs
 - g) Printers
 - h) Products used for commercial purposes

(*The Company may from time to time add to or delete from this list of Excluded Products at its absolute discretion.)
2. We will not pay for Breakdown due to:
 - a) failure to follow the manufacturer's instructions and/or installation guide;
 - b) use of any accessory not approved by the manufacturer of the Covered Appliance in question;
 - c) any external cause such as fire, water ingress, sand, theft or weather, or faults in any electrical supply/connection or plumbing;
 - d) neglect, willful abuse or misuse of the Covered Appliance; accidental damage to the Covered Appliance; damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate and improper voltage or current; or
 - e) any reason that would have excluded a claim under the original manufacturer's warranty
3. We will not pay for the cost of:
 - a) servicing, inspection or cleaning of the Covered Appliance including video/audio heads and soap dispensers;
 - b) returning, realigning satellite dishes or any adjustment intended by the manufacturer to be carried out by the Insured Person;
 - c) replacing consumable items such as batteries, filters, lamps, vacuum cleaner belts, bags and printer cartridges; or
 - d) repairing cosmetic damage where the function of the Covered Appliance is unaffected such as dents, scratches and rust.
4. We will not pay for loss of use of the Covered Appliance or any consequential loss or any amount that you are able to recover under any other insurance policy.
5. This insurance will not apply if the Covered Appliance is modified or used for business purposes.
6. We will not pay for call out charges where the Authorised Repair Agent is unable to find a fault in the Covered Appliance.

The Covered Appliance must:

- a) be purchased within the Geographical Limits;
- b) be owned by the Insured Person;
- c) have a minimum Purchase Price of RM250;
- d) be paid for in full with an American Express Platinum Credit Card;
- e) the Insured Person should have no overdue debts with the Policyholder;
- f) be located at the Insured Person's permanent residential address (as stated in his Identity Card); and
- g) the Insured Person's American Express Platinum Credit Card account must be active when the claim is made.

Damaged Beyond Economical Repair (Breakdown)

Cover starts when the warranty period offered by the manufacturer of the Covered Appliance expires.

Any damage must be notified to the Company within thirty (30) days of its occurrence.

1. The Insured Person must be able to produce the original purchase receipt, if requested by the Company to substantiate a claim.
2. All repairs must be undertaken by an Authorised Repair Agent.
3. If the Covered Appliance is replaced, or the Insured Person is given a credit refund settlement (being the amount the Insured Person paid for the Covered Appliance, less 10% for each year thereafter or part thereof), then cover in respect of that Covered Appliance will end.
4. If the Covered Appliance is replaced, the replaced Covered Appliance becomes the property of the Company, & the Company reserves the right to take possession of the Covered Appliance.
5. If the Insured Person makes a false claim, the Insured Person will lose all rights and benefits under this Master Policy.

CLAIMS PROCEDURE

Purchase Protection

In the event of damage to or theft of property covered under Purchase Protection, the Insured Person must:

1. Call the Company immediately, but in any event within forty-five (45) days after the date of such damage or theft and obtain a Claim Report Form.
Warning: Failure to give such notice within forty-five (45) days after the date the damage or theft occurred will result in loss of insurance coverage provided under the Master Policy.
2. Complete and sign the Claim Report Form and return it with substantiating documentation (details of which will accompany the Claims Report Form) to an address designated on the Claims Report Form as soon as possible, but in any event no later than ninety (90) days after the date of occurrence of such damage/ theft.
3. Upon request from the Company, the Insured Person will send, at the Insured Person's expense any damaged property for which a claim is made to an address designated by the Company.
4. Valid claims will be satisfied at the Company's sole option, either by replacing or repairing the stolen or damaged property or by crediting the American Express Platinum Credit Card Account of the Insured Person with an amount not exceeding the Purchase Price, subject always to the terms and conditions contained herein.

Return Guarantee

In the event that an original retailer refuses to accept the purchased item, the Insured Person must:

1. Call the Company to request a claim form which must be completed, signed and returned to the Company within 30 days, accompanied by the following :
 - a) the Insured Person's American Express Platinum Credit Card Record of Charge voucher or Insured Person's American Express Platinum Credit Card Cardmember statement detailing the purchase made;
 - b) original store receipt/the item's purchase invoice; and
 - c) any other item deemed reasonable by the Company to process the claim.
2. Once the claim has been approved, the Insured Person will be required to return the item (which must be brand new with original labels intact, in good working condition) to the Company within 30 days from approval of the claim. The Insured Person is responsible for the cost of returning the item.
3. Once the claim is approved and the returned item received, the Company will satisfy the claim by crediting the Insured Person's American Express Platinum Credit Card account with the Purchase Price of the item - up to RM1,500 per item and a maximum of RM6,000 per calendar year per American Express Platinum Credit Card Account held by the Insured Person.

Extended Warranty

In the event of damage of an appliance, the Insured Person should:

1. Check the manufacturer's handbook or manual to make sure the controls are properly set and check that the fuse has not blown in the plug.
2. Check that the appliance is a Covered Appliance under the terms and conditions of the Master Policy.
3. Call the Company and request for a claim form which must be completed, signed and returned to the Company within thirty (30) days of the Breakdown accompanied by the following:
 - a) the Insured Person's American Express Platinum Credit Card Record of Charge voucher or Insured Person's American Express Platinum Credit Card Cardmember statement detailing the purchase made;
 - b) original store receipt/the item's purchase invoice
 - c) original customer's portion of the original manufacturer's warranty;
 - d) original quotation from authorized repairer detailing cause & nature of damage; and
 - e) any other item deemed reasonable by the Company to process the claim
4. Ensure that a pre-approval letter is obtained from the Company before sending the appliance for repair.

Where the Insured Person is required to pay the Authorised Repair Agent's charges before making a claim under the Extended Warranty, the claim for reimbursement of those charges must be made within 30 days of the repair of the product on a form to be provided by the Company at the request of the Insured Person.

The following terms and conditions shall apply to all of the coverage provided by this Master Policy.

SUBROGATION:

When a claim is paid, the Insured Person shall do all such acts and execute all such documents necessary to transfer, upon request from the Company, any damaged item to the Company and assign the legal right to the Company to recover from the party responsible for the damage or theft to the extent of the amount indemnified under the Master Policy.

PROCEEDINGS:**NO ASSIGNMENT OF INTEREST:**

No interest under the Master Policy may be assigned or transferred without the prior written consent of the Company. Assignment or transfer without such consent shall void all coverage with regards the assignor/ transferor & the assignee/ transferee under the Master Policy.

No action or proceedings against the Company by an Insured Person may be brought in any court of law in respect of any claim under the Master Policy unless:

- a) the Insured Person shall have fully complied with all the requirements of the Master Policy; &
- b) the action or proceedings are commenced by the issue of originating process within (12) months after the date on which the theft or damage occurred.

LAW AND JURISDICTIONS:

This Master Policy shall be governed by and construed in accordance with Malaysian law and all actions or proceedings by an Insured Person arising out of or in respect of this Master Policy shall be subject to the exclusive jurisdiction of the courts of Malaysia.

TERMINATION

The cover referred to in the Certificate will terminate as of the date he or she ceases to be an Insured 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.