



## Summary of Takaful Cover

The following Takaful cover is exclusive to HSBC Bank Malaysia Berhad ("HSBC") Business Visa Gold credit cardholders. You are entitled to it automatically and without charge.



Issued by HSBC Bank Malaysia Berhad (Company No. 127776-V).

### IMPORTANT NOTICE

This summary is issued for the Cardholder's information only and is not a Takaful contract. This is a summary only and is subject to the Terms and Conditions of the Master Certificate, copies of which are available for sighting upon request at HSBC Bank Malaysia Berhad, Kuala Lumpur ("HSBC").

Any endorsement changes and amendments to the Master Certificate as agreed between the Takaful Operator and HSBC shall be binding without prior notice to the Cardholder.

This Takaful arrangement by HSBC for its Cardholders is complimentary and shall not be treated as creating any legally enforceable obligations against HSBC. Furthermore, HSBC shall in no event be under any liability of any kind however arising by reason of anything done or not done by HSBC or any of its servants or agents under or in pursuance or purported pursuance of the coverage or contents set out herein, and HSBC does not accept any responsibility or give any warranty whatsoever as to the validity of the Master Certificate or in connection with the rights of any person thereunder. Upon becoming or claiming to have become covered under the Master Certificate, every Cardholder shall be deemed to have accepted the Terms and Conditions of the Master Certificate and be bound hereby.

#### OPERATION OF LAW

The Master Certificate shall be construed according to and governed by the law in Malaysia.

#### NOTE

The Cardholder may, if it wishes to dispute any decision of the Takaful Operator arising from the Master Certificate, refer the matter to the following party through HSBC:

#### Customer Service

HSBC Amanah Takaful (Malaysia) Sdn Bhd  
Level 8, North Tower,  
No. 2 Leboh Ampang  
50100 Kuala Lumpur  
Tel : 1-800-88-9659  
Fax : 03-2031 0833

The Cardholder can also seek redress against unfair market practices by the Takaful Operator, in writing, to the following service bureau:

The Financial Mediation Bureau  
25th Floor, Dataran Kewangan Darul Takaful  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: (03) 2272 2811  
Fax: (03) 2274 5752

The Cardholder may also contact BNMTELELINK and BNMLINK for information or inquiries it may have pertaining to the area of Takaful and other matters under Bank Negara Malaysia's jurisdiction. The contact details for BNMTELELINK and BNMLINK are:

BNMLINK  
Bank Negara Malaysia  
Block D, Jalan Dato' Onn  
50480 Kuala Lumpur

BNMTELELINK  
Contact Centre (BNMTELELINK)  
Laman Informasi Nasihat dan Khidmat (LINK)  
Tel: 1-300-88-5465 (LINK)  
Bank Negara Malaysia Fax: 03-2174 1515  
P.O.Box 10922  
50929 Kuala Lumpur  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

The operating hours of BNMTELELINK and BNMLINK are from:  
Monday - Friday, 9.00 a.m. - 5.00 p.m.  
Please state clearly the nature of the complaint and name of the Takaful Operator.

## DEFINITION OF WORDS

1. **“Accident or Accidental”** means a sudden, unforeseen and unexpected event occurring:
  - i. on or after the Commencement Date; or
  - ii. on or after the Card Commencement Date; whichever is later.that results in Accidental Death, or Injury of a Covered Person.
2. **“Accidental Death”** means death occurring solely and directly as a result of an Accident.
3. **“Card”** means the HSBC Business Credit Card issued by HSBC.
4. **“Card Commencement Date”** means the date of issue of a Card.
5. **“Cardholder”** means the holder of a valid unexpired Card on or after the Commencement Date and during the Period of Takaful and remains an existing and valid holder of such Card at the time of a covered claim or loss.
6. **“Carrier”** means the entity that transports the Covered Person and his Luggage in the course of the Journey by land, water or air conveyance which operates under a licence for the transportation of passengers.
7. **“Commencement Date”** means 1st May 2012, 12.01 A.M. Malaysia Time on the date We agree to provide Takaful coverage under this Takaful cover.
8. **“Country of Residence”** means the country in which the Covered Person is a permanent resident or is assigned, actively engaged in business or otherwise domiciled for a period of more than 30 consecutive days and for the purpose of this Takaful cover, shall be Malaysia.
9. **“Covered Person”** means the Cardholder who is above eighteen (18) and below sixty five (65) years of age.
10. **“Curtailement”** means abandonment by returning to the Country of Residence after commencement of the Journey.
11. **“Financial Default”** means either the complete suspension of operations of the travel agent / tour operator / airline / cruise liner whether or not a bankruptcy or winding up petition has been filed or a partial suspension of the said parties following a filing of a bankruptcy or winding up petition.
12. **“Hospital”** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
  - a) operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as in-patients;
  - b) has a staff of one or more Physicians available at all times;
  - c) maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
  - d) provides a full-time nursing service by and under the supervision of a staff of registered nurses;but excludes the following:
  - (i) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
  - (ii) a place for the aged; a rest home; a place for drug addicts or alcoholics; or
  - (iii) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.
13. **“Injury”** means a bodily injury to the Covered Person resulting solely and directly from an Accident that is caused by violent, external and visible means and not by sickness, disease or gradual physical or mental wear and tear.
14. **“Journey”** means any trip involving travel outside the Country of Residence and shall start from the time of leaving the Covered Person home’s in the Country of Residence and ends upon the Covered Person’s arrival back to his/her home at the Country of Residence.
15. **“Limb”** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
16. **“Loss”** in connection with:
  - (a) a Limb, hands, feet, finger or toe means permanent physical severance or permanent total Loss of Use of the Limb, hands, feet, finger or toe;
  - (b) an eye means total and permanent loss of all sight in the eye;
  - (c) hearing means total and permanent loss of hearing;
  - (d) speech means total and permanent loss of the ability to speak; and which in each case is caused by Injury.
17. **“Loss of Use”** means permanent loss in terms of the Covered Person’s physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability.
18. **“Luggage”** means luggage and personal possessions taken or purchased by the Covered Person on the Journey.
19. **“Master Certificate”** means the Master Certificate wording and the Master Certificate Schedule.
20. **“Master Certificate Holder”** means HSBC Bank Malaysia Berhad (Company No. 127776-V).
21. **“Master Certificate Schedule”** means the Master Certificate Schedule which is incorporated in and forms part of the Master Certificate.
22. **“Period of Takaful”** means the period specified in the Master Certificate Schedule or any amendment or endorsement to Master Certificate issued by Us, to be the Period of Takaful.
23. **“Physician”** means a duly qualified registered medical practitioner who is lawfully entitled to practice medicine and surgery in the place where medical and surgical services are performed, other than the Covered Person’s relative or the Covered Person.
24. **“Pre-existing Condition”** means injury, sickness, disease or medical condition which the Covered Person has reasonable knowledge of:
  - (a) its existed before the Commencement Date; or
  - (b) in the 60 days prior to the commencement of Journey or Card Commencement Date; whichever is later.The Covered Person is considered to have reasonable knowledge of a Pre-existing Condition where the condition is one for which:
  - (a) he/she had received or is receiving treatment;
  - (b) medical advice, diagnosis, care or treatment has been recommended;
  - (c) clear and distinct symptoms are or were evident; or
  - (d) its existence would have been apparent to a reasonable person in the circumstances.
25. **“Sickness”** means illness or disease contracted and commencing during the Journey which requires treatment by a Physician, but excludes any Pre-existing Condition.
26. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to participants of a scheme in case of need whereby the participants mutually agree to contribute for that purpose.
27. **“This Takaful cover”** means the takaful cover under the Master Certificate.
28. **“Takaful Operator/We/Our/Us”** means HSBC Amanah Takaful (Malaysia) Sdn Bhd, (Company No. 731530-M), a Takaful operator registered under the Takaful Act 1984 and regulated by Bank Negara Malaysia.
29. **“Total Permanent Disablement”** has the meaning given to it in Part A, Section 1 of this Takaful cover.

## TERMINATION OF TAKAFUL COVER

The Takaful cover for a Covered Person shall terminate on the following date:

- a. when the Covered Person dies;
- b. when the Covered Person ceases to be a Cardholder;
- c. on the covered Person 65<sup>th</sup> birthday;
- d. upon the effective date of termination of the Master Certificate;
- e. where Master Certificate is renewed (regardless of the number of renewals), when the total cumulative benefits paid under this Takaful cover in respect of a Covered Person has reached RM300,000; whichever is earlier.

## GENERAL EXCLUSIONS

1. This Takaful cover does not cover Sickness, Injury, Accidental Death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - (a) War & Terrorism
      - i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, riot, rebellion, revolution, insurrection, civil commotion, military or usurped power; or
      - ii. any act of terrorism including but not limited to
        - the use of threat of force, violence and/or
        - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
      - iii. any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.
    - (b) Engaging in military duty with any armed forces of any country or international authority;
    - (c) Suicide, or any attempts thereat, suicide parts or agreement, while sane or insane, deliberate self-inflicted injury or willful exposure to peril (other than in an attempt to save a human life);
    - (d) Injury or Sickness contributed by the commission of, or attempt to commit, an illegal act by or behalf of the Covered Person or his or her beneficiaries;
    - (e) Any consequential loss unless specified in this Takaful cover;
    - (f) Any loss due to currency exchanges of any and every description;
    - (g) Traveling in an aircraft (other than as a fare-paying passenger on a commercial carrier);
    - (h) Engaging in pot-holing, professional sport where the Covered Person's livelihood is substantially dependent on income received as a result of playing sport, racing other than on foot or engaging in any motor sports as a rider, driver and/or a passenger;
    - (i) Injury received while serving as operator or crew member or pilot of any conveyance or trade, technical or sporting activity in connection with an aircraft;
    - (j) Engaging in any aerial activity, including parachuting and hang-gliding, except as a passenger in any properly licensed aircraft;
    - (k) Criminal and illegal acts by the Covered Person or the Covered Person's executors, administrators, legal heirs or personal representatives;
    - (l) The Covered Person being affected by drug(s) unless the drug(s) is/are taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction); or solvent abuse; or the influence of alcohol or intoxicating liquor;
    - (m) Radioactivity
      - i. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
      - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
      - iii. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
    - (n) Any condition which is, results from or is a complication of infection with a venereal disease;
    - (o) Any condition which is, results from or is a complication of congenital conditions or deformities;
    - (p) Any condition which is, results from a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression;
    - (q) Any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion;
    - (r) Acupuncture treatment;
    - (s) Pre-existing Conditions;
    - (t) Illness, disease, bacterial or viral infection, even if contracted by accident, other than bacterial infection that is the direct result of an accidental cut or wound or accidental food poisoning (for Part A – Personal Accident);
    - (u) The Covered Person travelling contrary to the advice of a Physician or for the purpose of obtaining medical treatment (applicable to Part B - Travel Inconvenience Takaful Cover only);
    - (v) In respect of any property specifically covered or insured or any claim which but for the existence of this Takaful cover, would be recoverable under any other cover or insurance (for Part B – Travel Inconvenience Takaful Cover);
    - (w) Directly or indirectly arising out of or consequent upon or contributed by HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
- If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Takaful cover, the burden of proving the contrary shall be upon the Covered Person.
2. Our total cumulative liability for each Covered Person during a Period of Takaful shall not exceed the Maximum Sum Covered for the respective Sections under Part A and Part B of this Takaful cover. Our total liability shall not exceed RM150,000 for any one Accident. In the event that an Accident involves more than one Covered Person and if the said limit is insufficient to pay the full amount for each Covered Person, then the amount payable for each Covered Person shall be pro-rated accordingly. Where the Master Certificate is renewed (regardless of the number of renewals), our total cumulative liability for each Covered Person shall not exceed RM300,000.

## BENEFITS PART A - PERSONAL ACCIDENT

### SECTION 1 – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT BENEFIT

In the event of Accidental Death of or Injury to a Covered Person, benefits payable will comprise a percentage of the Maximum Sum Covered stated in the Benefit Schedule based on the covered events prescribed in the following table PROVIDED THAT such Accidental

Death or Injury occurs:

- a. during the Period of Takaful; and
- b. within one hundred (100) days from the date of the Accident.

## SECTION 1 – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT BENEFIT continued

<b>TABLE OF BENEFITS Schedule of Benefits</b>	<b>Percentage of Maximum Sum Covered</b>		
1) Accidental Death and Total Permanent Disablement		(v) Loss of four toes from one foot, excluding a big toe	10%
(a) Loss of life	100%	(w) Loss of four toes from one foot, including a big toe	20%
(b) Loss of two or more members (eye, hand or leg)	100%	(x) Loss of five toes from one foot	25%
2) Permanent and Partial Disablement		In reading the table above:	
(a) Loss of one member (eye, hand or leg)	50%	(a) Loss of one member means:	
(b) Loss of hearing in both ears	75%	i. Total and irrecoverable loss of all sight in one eye; or	
(c) Loss of hearing in one ear	25%	ii. Total and irrecoverable Loss of Use or by amputation of one Limb at or above the wrist or ankles;	
(d) Loss of speech	50%	(b) Loss of two or more members means:	
(e) Loss of one finger other than a thumb, index finger or median finger	7%	i. Total and irrecoverable loss of all sight in both eyes; or	
(f) Loss of a median finger	10%	ii. Total and irrecoverable Loss of Use or by amputation of two or more Limbs at or above the wrists or	
(g) Loss of an index finger	10%	iii. ankles; or	
(h) Loss of a thumb	15%	iv. Total and irrecoverable loss of all sight in one eye and Loss of Use or loss by amputation of one Limb at or above the wrist or ankle;	
(i) Loss of two fingers from one hand, excluding a thumb	20%	(c) Loss of finger / thumb means total and irrecoverable Loss of Use or by amputation of any finger / thumb on either hand at or above the metatarsophalangeal joints; and	
(j) Loss of two fingers from one hand, including a thumb	25%	(d) Loss of toe means total and irrecoverable Loss of Use or by amputation of any toe on either foot at or above the metatarsophalangeal joints.	
(k) Loss of three fingers from one hand, excluding a thumb	27%		
(l) Loss of three fingers from one hand, including a thumb	32%		
(m) Loss of four fingers from one hand, excluding a thumb	35%		
(n) Loss of four fingers from one hand, including a thumb	40%		
(o) Loss of five fingers from one hand	50%		
(p) Loss of one toe, other than a big toe	3%		
(q) Loss of a big toe	10%		
(r) Loss of two toes from one foot, excluding a big toe	5%		
(s) Loss of two toes from one foot, including a big toe	13%		
(t) Loss of three toes from one foot, excluding a big toe	8%		
(u) Loss of three toes from one foot, including a big toe	15%		

### PROVISIONS:

1. The total cumulative benefits payable for each Covered Person under this Section for the Period of Takaful shall not exceed the Maximum Sum Covered stated in the Benefit Schedule.
2. Where there is Injury but the specific event is not prescribed in the table above, We reserve the right to decline to pay any benefit or to pay a percentage of the Sum Covered which is, in Our opinion, consistent with the table above.

### DISAPPEARANCE

The benefit for loss of life under item 1(a) of the Table of Benefits would be payable in respect of a Covered Person if that Covered Person is missing for Three Hundred and Sixty-five (365) days from the time of Accident and sufficient evidence is provided leading to the conclusion that such Covered Person has died due to the Accident. All such benefit shall be refunded to Us, if such Covered Person is subsequently found to be living.

## SECTION 2 – FUNERAL EXPENSES BENEFIT

The Funeral Expenses Benefits up to the Maximum Sum Covered as stated in the Benefit Schedule will be payable, if the Covered Person sustains Injury which results in his/her Accidental Death;

- a. during Period of Takaful; and
- b. within one hundred (100) days from the date of the Accident.

## BENEFIT PART B – TRAVEL INCONVENIENCE TAKAFUL COVER

### SECTION 1 – MEDICAL EXPENSES

The Covered Person will be reimbursed Medical Expenses Benefit up to the Maximum Sum Covered as stated in the Benefit Schedule, for Injury or Sickness suffered:

- a. during the Period of Takaful, and
- b. whilst the Covered Person is on a Journey, and
- c. he/she has necessarily incurred the medical expenses as a direct result of the Injury or Sickness within Thirty (30) days from such Injury or Sickness.

#### Covered Expenses

Covered Person will be reimbursed:

- a. Reasonable, necessary and customary medical, hospital, surgical and treatment expenses (including cost of emergency dental treatment

- due to Injury only) necessarily incurred as a direct result of Injury sustained or Sickness contracted by the Covered Person occurring whilst on a Journey during the Period of Takaful. The treatment must be given by a Physician or a duly qualified and registered dentist.
- b. Reasonable, necessary and customary medical, hospital, surgical and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) necessarily incurred by the Covered Person in his/her Country of Residence within 30 days after his/her return from abroad, such expenses having resulted from Injury or Sickness which occurred whilst on a Journey during the Period of Takaful, up to the Maximum Sum Covered as stated in the Benefit Schedule.



## SECTION 1 – MEDICAL EXPENSES continued

### Additional Exclusions

This benefit does not cover:

- a. Surgery or medical treatment which in the opinion of the Physician treating the Covered Person can be reasonably delayed until his/her return to Country of Residence.
- b. The additional cost of single or private room at a Hospital.
- c. Any amounts which are recoverable from any other insurance/Takaful coverage or source that the Covered Person is entitled to.
- d. Any prosthesis, contact or corneal lenses, spectacles, hearing aids, dentures or other medical equipment even if prescribed by a Physician for the treatment of Injury or Sickness.
- e. Any Pre-existing Condition.

## SECTION 2 – HOSPITAL INCOME

The Covered Person will be paid a benefit of RM150.00 for every complete day he/she is confined in the Hospital up to a maximum of 30 days, as stated in the Benefit Schedule, if:

- a. during the Period of Takaful, and
  - b. whilst the Covered Person is on a Journey.
- he/she is admitted to a Hospital as an in-patient due to Injury sustained or Sickness contracted.

No benefit will be payable for hospital confinement upon his/her return to Country of Residence except where the Physician treating him/her whilst abroad deems it necessary to do so.

### Provisions

- a. No benefit shall be paid if Section 1 – Medical Expenses benefit is not payable.
- b. Physician's Care and Attendance  
No benefit shall be paid for hospital confinement when the Covered Person is not under the regular care and attendance of a Physician.
- c. No Benefits shall be paid for hospital confinement due to any Pre-existing Condition.

## SECTION 3 – COMPASSIONATE ALLOWANCE

Compassionate Allowance expenses will be paid for travel and accommodation expenses up to the Maximum Sum Covered as stated in the Benefit Schedule incurred by up to two (2) of the Covered Person's relatives or friends who, on the written advice of a Physician (except in cases of Accidental Death), are required to remain with the Covered Person or in the event of Accidental Death, travel to the destination where the Covered Person died to arrange for the repatriation of his/her body or remains, if:

- a. during the Period of Takaful, and
  - b. whilst the Covered Person is on a Journey;
- he/she sustains Serious Injury or Serious Sickness or Accidental Death.

### Additional Definitions

“**Serious Injury**” or “**Serious Sickness**” means Injury or Sickness which causes the Covered Person's total disablement and which has lasted or is likely to last for more than 5 days, as certified in writing by a Physician.

### Additional Exclusions

This Takaful cover does not cover:

1. Any Journey undertaken against the advice of a Physician.
2. Any Pre-existing Condition.
3. Any amounts which are recoverable from any other insurance/Takaful coverage that the Covered Person is entitled to.
4. Any amounts that the Covered Person would have spent in the event that he/she had not sustained Serious Injury or Serious Sickness.

## SECTION 4 – LOSS OF LUGGAGE & PERSONAL PROPERTY

The Covered Person will be reimbursed up to the Maximum sum Covered as stated in the Benefit Schedule, if:

- a. during the Period of Takaful, and
  - b. whilst the Covered Person is on a Journey;
- he/she sustains loss or damage to Personal Property.

### Additional Definitions

“**Personal Property**” means personal goods (excluding consumables and perishable goods) belonging to the Covered Person and/or which the Covered Person is responsible for and/or which are taken or acquired by the Covered Person during the Journey.

### Conditions

1. The Covered Person shall have taken all reasonable precautions to protect, save or recover the Personal Property.
2. On the happening of any loss or damage, We shall be entitled:
  - a. to take and keep possession of such property and to deal with salvage in a reasonable manner;
  - b. at Our option, to repair or replace such property for which We are liable.
3. For loss or damage to any one article forming part of a pair or a set, the value of the particular part or parts which may be lost or damaged will be assessed without reference to any special value such parts may have forming a pair or set.
4. In the event of loss or damage, the Covered Person must obtain a written report of such loss either in the form of a police report or a property irregularity report or such similar reports from the relevant carriers or bailers.

### Personal Property Not Covered

No benefit will be reimbursed for damage or loss of:

- a. Animals;
- b. Motor vehicles, aircraft and other conveyances or equipment or parts pertaining to such conveyances;
- c. Artificial limbs, false teeth, any type of eyeglasses or contact lenses;
- d. Tickets, except for administrative fees required to reissue tickets;
- e. Money, stamps, stocks and bonds, postal or money orders;
- f. Property shipped separately under any freight agreement or sent by postal or courier services;
- g. Credit cards;
- h. Contraband or goods which would have been confiscated or prohibited for entry into the country by the authorities concerned.
  - i. liquor, drugs, pork or related products
  - j. Tobacco-based products or related products
  - k. Idols, worship items or items related to worship activities
- l. Gambling and gaming machines or property/assets related to gambling and entertainment activities and those non-permissible according to Shariah.

### Additional Exclusions

This Takaful cover does not cover:

- a. Loss or damage arising from confiscation or requisition by customs or governmental authority; or
- b. Loss or damage to stamps, documents, contact or corneal lenses or damage to fragile articles; or
- c. Loss or damage to business goods or samples; or
- d. Normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement; or

## SECTION 4 – LOSS OF LUGGAGE & PERSONAL PROPERTY continued

- e. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained; or
- f. Cost of reproducing data whether recorded on tapes, cards, discs or otherwise; or
- g. Loss or damage due to defective materials or craftsmanship; or
- h. Loss or damage due to rodents, animals or insects; or
- i. Loss not reported to police within 24 hours of discovery and a report not obtained at the place of loss.
- j. Loss exceeding RM1,000.00 in respect of any one article, or a pair or set of articles.

## SECTION 5 – LOSS OF PERSONAL MONEY

The Covered Person will be reimbursed up to the Maximum Sum Covered as stated in the Benefit Schedule, if:

- a. during the Period of Takaful, and
- b. whilst the Covered Person is on a Journey; he/she loses Personal Money.

We shall not in any event be liable to make payment in respect of any loss of money if the Covered Person fails to take reasonable precautions for the safety of the money.

“**Personal Money**” includes coins, cash, banknotes, postal and money orders, signed travellers and other cheques, letters of credit.

### **Additional Exclusions**

This Takaful cover does not cover:

- a. Loss or damage arising from confiscation or requisition by customs or governmental authority;
- b. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;
- c. Devaluation of currency or shortages due to errors or omissions during any transactions involving money;
- d. Losses not reported to the police within 24 hours of discovery and a written report not obtained at the place of loss;
- e. Loss or damage due to rodents, animals or insects.

## SECTION 6 – LOSS OF TRAVEL DOCUMENTS

If the Covered Person loses his/her Travel Documents, the Covered Person will be reimbursed up to the Maximum Sum Covered as stated in the Benefit Schedule for the cost of obtaining replacement of the Travel Documents as well as additional travel expenses and hotel accommodation incurred to replace lost Travel Documents when such loss arises out of robbery, burglary or theft:

- a. during the Period of Takaful, and
- b. whilst the Covered Person is on a Journey.

“**Travel Documents**” means passport, travel tickets and other relevant documents necessary for the travel.

### **Additional Exclusions**

This Takaful cover does not cover:

- a. Loss or damage arising from confiscation or requisition by customs or

governmental authority;

- b. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained;
- c. Shortages due to error, omission, exchange or depreciation in value;
- d. Losses not reported to the police within 24 hours of discovery and a written report is not obtained at the place of loss;
- e. Loss or damage due to rodents, animals or insects.

### **Additional Claim Procedure**

Any claims for indemnity for the travel expenses and hotel accommodation must be accompanied by the originals of all bills and receipts, containing sufficient detail to identify the claims.

## SECTION 7 – ACCOMPANIED LUGGAGE DELAY

If the Covered Person's Luggage that is accompanied and checked in with the air Carrier is not delivered to him/her within 6 hours of his/her arrival at the scheduled destination in the course of his/her Journey during the Period of Takaful, the Covered Person will be reimbursed up to the Maximum Sum Covered as stated in the Benefit Schedule for the purchase of emergency essential clothing and requisite items.

This benefit is payable for only one delay for any one Journey and provided such Luggage has been checked in by an authorised official of the air Carrier that the Covered Person was travelling at the time of the occurrence.

**Note:** The Covered Person cannot claim under both Loss of Luggage and Accompanied Luggage Delay for the same event/Journey.

This benefit does not apply if the Accompanied Luggage is delayed upon returning to Malaysia or the Covered Person's Country of Residence.

### **Additional Claim Procedure**

Any claims for indemnity for the purchase of emergency essential clothing and requisite items must be accompanied by the originals of all bills and receipts, containing sufficient detail to identify the items purchased.

## SECTION 8 – TRAVEL DELAY

During the Period of Takaful, in the event that the departure of the aircraft or sea vessel in which the Covered Person has made arrangements to travel is delayed for at least 6 hours at any single destination from the time specified in the itinerary supplied to him/her due to adverse weather conditions or mechanical breakdown/derangement of the aircraft or sea vessel or due to grounding of an aircraft as a result of mechanical or structural defect, Takaful Operator will pay RM200.00 for the first 6 hours delay and RM200.00 for each 6 hours delay thereafter (the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary) up to a maximum of RM1,000.00 as stated in the Benefit Schedule.

### **Additional Exclusions**

This Takaful cover does not cover claims arising directly or indirectly or due to:

- a. The Covered Person's failure to check-in according to the itinerary supplied to him/her.
- b. Strike or industrial action;
- c. The Covered Person's late arrival at the airport or port after check-in or booking-in time.

### **Additional Claim Procedure**

Any claims in respect of travel delay must be accompanied by the itinerary supplied to the Covered Person and written confirmation from the Carrier (or their handling agents) of the number of hours of delay and the reason for such delay.

## SECTION 9 – MISSED CONNECTION

If during the Period of Takaful and whilst on a Journey, the Covered Person's confirmed onward connecting scheduled flight is missed at the transfer point due to late arrival of his/her incoming confirmed connecting flight and no alternative onward transportation is made available to the Covered Person after 6 hours of the actual arrival time of his/her incoming flight, RM200.00 as stated in the Benefit Schedule will be paid for

charges incurred in respect of hotel accommodation and restaurant meals or refreshment.

Any claims for indemnity for the hotel accommodation, restaurant meals or refreshment must be accompanied by the originals of all bills and receipts, containing sufficient detail to identify the claims.

## SECTION 10 – TRIP CANCELLATION

If during the Period of Takaful, the Covered Person incurs expenses as a direct and necessary result of the Journey being cancelled due to the following reasons, up to the Maximum Sum Covered as stated in the Benefit Schedule will be reimbursed for each loss of irrecoverable deposits or charges paid in advance or contracted to be paid:

- a. Unforeseeable Injury, Sickness or Accidental Death of the Covered Person. The Injury or Sickness as certified by the treating Physician must be so disabling as to reasonably cause a Journey to be delayed, cancelled or interrupted.
- b. Unforeseeable circumstances, which are those events or consequences of such events, other than Sickness, Injury or Accidental Death, which could not have been reasonably foreseen or expected by the Covered Person, and are beyond his/her control.

### Additional Exclusions

This Takaful cover does not cover cancellation due to, arising from or in any way attributed to:

- a. Cancellation caused by the Carrier unless it is the result of organised labour strikes that affect public transportation;
- b. Travel arrangements cancelled by an airline, cruise line or tour operator unless the cancellation is the result of bad weather, an organised labour strike that affects public transportation, Financial Default or insolvency;

- c. Changes in plans by the Covered Person, for any reason;
- d. Financial circumstances, business or contractual obligations of the Covered Person;
- e. Default by the person, agency or tour operator from whom the Covered Person bought his/her coverage or purchased the travel arrangements;
- f. Any government regulation or prohibition;
- g. Loss or expense incurred as a result of the Covered Person suffering from any Pre-existing Condition.
- h. Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been circumstance before the date the Journey was booked that such events were likely to occur.
- i. The Covered Person on whom the Journey is dependent on being involved in any unlawful act or criminal proceedings, unless the Covered Person's attendance in court in such criminal proceedings in a court of law is required under a subpoena.
- j. The Covered Person's failure to notify travel agent/tour operator or provider of transport or accommodation immediately upon finding it necessary to cancel the travel arrangements;
- k. Riot and civil commotion.

## SECTION 11 – TRIP CURTAILMENT

If during the Period of Takaful and whilst the Covered Person is on a Journey, the Covered Person incurs expenses as a direct and necessary result of the necessary and unavoidable Curtailment of the Journey due to the Accidental Death, Injury, Sickness or hijack of the Covered Person, the Covered Person will be reimbursed up to the Maximum Sum Covered as stated in the Benefit Schedule for proportional return of the irrecoverable prepaid cost of the Journey as shown on the booking invoice, calculated at pro-rata for each complete day of the Journey lost.

### Additional Claim Procedure

It is essential that for Injury and Sickness, a medical certificate be obtained from the attending Physician confirming the advisability or necessity of the Covered Person's return to his/her Country of Residence.

### Additional Exclusions

This Takaful cover does not cover claims arising directly or indirectly due to:

- a. Government regulation or act, delay or amendment of the booked

itinerary, or failure in provision of any part of the booked Journey (including error, omission or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked;

- b. The Covered Person on whom the Journey is dependent on being involved in any unlawful act or criminal proceedings, unless the Covered Person's attendance in court in such criminal proceedings in a court of law is required under a subpoena;
- c. Failure to notify the travel agent or provider of transport or accommodation immediately after it is found necessary to cancel or curtail the travel arrangement;
- d. Curtailment of travel arrangements due to Financial Default as defined;
- e. Financial circumstances, business or contractual obligations of the Covered Person;
- f. Riot and civil commotion;
- g. Loss or expense incurred as a result of the Covered Person's suffering from any Pre-existing Condition.

## GENERAL CONDITIONS

### 1) Terms and Conditions

Payment of any benefit under this Takaful cover is subject to the Definitions, General Exclusions, and all other terms and conditions pertinent to the benefit.

The Covered Person must take reasonable care to prevent Accident, Injury or Sickness.

### 2) Fraud

Any statement made by the Covered Person which is intentional misstatement of fact and constitutes a fraud, shall result in Our right to terminate the Covered Person's coverage immediately.

### 3) Geographical Limits

For Part A - Personal Accident

The coverage as afforded under this Takaful cover is twenty four (24) hours a day worldwide unless otherwise endorsed or amended.

For Part B- Travel Inconvenience Takaful Cover

The coverage as afforded under this Takaful cover shall apply 24

hours a day anywhere in the world outside the Covered Person's Country of Residence and during the Period of Takaful unless otherwise endorsed or amended.

### 4) Legal Action

No action shall be brought to recover on this Takaful Cover prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the requirements of this Master Certificate.

### 5) Benefit Limitation

If the Covered Person is entitled to payment under any other Takaful or insurance cover in circumstances where he would be entitled to claim under Takaful Cover (except Accidental Death and Total Permanent Disablement), we will only be liable for amounts not recoverable from such other Takaful or insurance cover.

## CLAIMS CONDITIONS

### 1) Notice of Claim

All written notice of claim must be given to:  
 HSBC Amanah Takaful (Malaysia) Sdn. Bhd.  
 8th Floor, North Tower,  
 No. 2, Leboh Ampang  
 50100 Kuala Lumpur  
 Tel. No. : 1-800-88-9659

as soon as possible and in any event, within thirty one (31) days on the happening of any occurrence likely to give rise to a claim under this Takaful cover.

If the Covered Person, or the Covered Person's legal representative wishes to make a claim on behalf of the Covered Person, they must:

- (a) Complete a claim form (which will be available from Us);
- (b) Attach to the claim form:
  - i) Original receipts for any expenses that are being claimed;
  - ii) Any reports that have been obtained from the police, a Carrier or other authorities about an accident, loss or damage;
  - iii) Proof that the Covered Person was an existing and valid Cardholder at the date of the occurrence of the event giving rise to a claim under this Takaful cover, including but not limited to the relevant credit card statement; and/or
  - iv) Any other documentary evidence required by Us under this Takaful cover.
- (c) Provide Us with the completed claim form and accompanying documents within thirty-one (31) days of the occurrence taking place which gives rise to a claim; and
- (d) Give Us at the Covered Person's, or the Covered Person's legal representative's expense all medical and other certificates, information and evidence required by Us that is reasonably required to assess the claim (in the event of Accidental Death of the Covered Person, We shall need to sight the death certificate and may require a post mortem examination at Our expense).

### 2) Condition Precedent

The due observance and fulfilment of the terms and conditions of the Master Certificate by the Covered Person or any other claimant, shall be conditions precedent to Our liability to make any payment under this Takaful cover.

### 3) Claims Procedure For Trip Cancellation and Curtailment

We will require travel invoices, medical reports, death certificates and other documents as We may require from time to time. If the Covered Person suffers Injury or Sickness, We may ask that the Covered Person be examined by a Physician chosen by Us. We may also require that the Covered Person gives Us the authorisation to obtain medical records, and copies of other records. The Covered Person must give authorisation upon each request.

### 4) Claims Procedure For Medical Expense

If the Covered Person suffers Injury or Sickness, We may ask that

the Covered Person be examined by a Physician selected by Us. The Covered Person must be examined when and as often as We may reasonably require. We may need authorisation to obtain medical records and copies of other records. The Covered Person must give authorisation upon each request.

### 5) Fraudulent Claims

If any claim under this Takaful cover shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Covered Person or anyone acting on the Covered Person's behalf to obtain benefit under this Takaful cover (including by intentional misstatement of fact), We shall be under no liability in respect of such claim and We shall be entitled to terminate the Covered Person's coverage immediately.

### 6) Takaful Operator's Right After A Claim

We shall be allowed to conduct in the Covered Person's name and on the Covered Person's behalf the defense or settlement of any legal action and take proceedings at Our own expense and for Our own benefit but in the Covered Person's name to recover compensation from any third party in respect of anything covered by this Takaful cover.

### 7) Payment of Benefits

Payment of any benefits under this Takaful cover shall be made in Ringgit Malaysia. Benefits payable hereunder shall be made payable to the Covered Person. With exception of a death claim, the payment will be payable to proper claimant agreed by the Master Certificate Holder. Such payment shall constitute a full, final and effective discharge of Our obligation under respective Covered Person.

### 8) Arbitration

All differences arising out of this Takaful cover 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 the case the Arbitrators do not agree, of 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. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared it shall be a condition precedent to any right of action or suit upon this Takaful cover that the award by such Arbitrator, Arbitrators or Umpire of the amount of benefit if disputed, shall be first obtained.

## BENEFIT SCHEDULE

### Part A - Personal Accident

Benefits	Maximum Sum Covered
Accidental Death & Permanent Disablement	RM100,000
Funeral Expenses	RM5,000

### Part B - Travel Inconvenience Takaful Cover

Benefits	Maximum Sum Covered
Medical Expenses	RM100,000
Hospital Income	RM150 per day
(up to a maximum of 30 days)	
Compassionate Allowance	RM5,000
Loss of Luggage & Personal Property	RM2,500
Loss of Personal Money	RM750

Loss of Travel Documents	RM2,000
Accompanied Luggage Delay	RM1,000
Travel Delay	RM1,000
Missed Connection	RM200
Trip Cancellation	RM10,000
Trip Curtailment	RM10,000

This Takaful cover is managed by HSBC Amanah Takaful (Malaysia) Sdn.Bhd.

This is a summary benefit only and is subject to Terms and Conditions of the Master Certificate, copies of which are available for sight upon request at HSBC Bank Malaysia Berhad, No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia.