

Summary of Takaful Cover

The following takaful covers are exclusive to HSBC Bank Malaysia Berhad ("HSBC") Visa Gold/ Gold MasterCard credit cardholders. You are entitled to it automatically and without charge.

In order to be eligible for this free cover, please ensure that you charge your travel tickets cost and all other expenses to your HSBC Visa Gold or Gold MasterCard credit cards.



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 Terms and Conditions of the respective Master Certificates, copies of which are available for sight upon request at HSBC Bank Malaysia Berhad, Kuala Lumpur ("HSBC").

Any endorsement changes and amendments to the respective Master Certificates 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 respective Master Certificates or in connection with the rights of any person thereunder. Upon becoming or claiming to have become covered under the respective Master Certificates, every **Cardholder** shall be deemed to have accepted the Terms and Conditions of the respective Master Certificates and be bound hereby.

IN THE EVENT OF A CLAIM

All written notice of claim must be given to:

HSBC Amanah Takaful (Malaysia) Sdn. Bhd. (731530-M)

8th Floor, North Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur.

Toll Free No. : 1-800-88-9659

within 30 days upon the occurrence of an event which may give rise to a loss or as soon as is reasonably possible, with information sufficient to identify the **Covered Person**. All information, evidence, proof, certificates, reports and any other documents required by the **Takaful Operator** shall be furnished at the expense of the claimant and shall be in such form and of such nature as the **Takaful Operator** may prescribe.

The **Covered Person** or any claimant entitled to the benefits of these takaful covers are advised to observe and fulfil the Terms and Conditions of the respective takaful covers in so far it relates to anything to be done or complied with by the **Covered Person** or by any claimant. The truth of any statements and answers given shall be conditions precedent to any liability of the **Takaful Operator** to make any payment.

PAYMENT OF CLAIM

Payment of any claim covered under the Master Certificate shall be made in Malaysian Currency.

If any claim under the Master Certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by the **Covered Person** or anyone acting for or on his behalf to obtain any benefit under the Master Certificate or if any loss or damage be occasioned by the willful act or with the connivance of the **Covered Person** the **Takaful Operator** shall be under no liability in respect of such claim.

Payment of claim shall be made by the **Takaful Operator** only after adequate proof of loss to substantiate the claim has been received and when the amount of the benefit has been ascertained and agreed. Any payment of claim shall be payable in accordance with the Terms and Conditions of the respective Master Certificates.

Any payment of claim by the **Takaful Operator** would be directed to HSBC Bank Malaysia Berhad - Card Services.

OPERATION OF LAW

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

NOTE

The **Cardholder** may, if it so wishes to dispute any decision of the **Takaful Operator** arising from the Master Certificate, refer the matter to:

HSBC Amanah Takaful (Malaysia) Sdn. Bhd. Complaints Unit

Tel : 1-800-88-9659, or

Fax : 03-2031 8976 or

P.O. Box 13343, 50806 Kuala Lumpur, Malaysia

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

Jabatan Komunikasi Korporat

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 03-2698 8044 ext:8950/8958

Fax : 03-2174 1515

BNMTELELINK

Tel: 1-300-88-5465 (LINK)

E-mail: 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 **Takaful Operator**.

DEFINITION OF WORDS

Abroad - means

In another country overseas.

Accident - means

The unforeseen and unexpected event of violent, external and visible nature, which shall, independent of any other causes, be the sole and direct cause of loss of life/death or **Injury**.

Cardholder - means

The holder of a valid unexpired HSBC Visa Gold or Gold MasterCard credit card, which is not **Inactive** and/or **Delinquent** issued by HSBC in Malaysia and who at the time of a covered claim or loss is still a bona fide **Cardholder**.

Carrier(s) - means

The entity that transports the **Covered Person** and his/her luggage in the course of the journey by land, water or air conveyance which operates under a license for the transportation of passengers.

Country of Residence - means

Any country to which the **Covered Person** is usually assigned and/or is otherwise domiciled for a period of 30 days or longer.

Covered Person under Section 1 - means

The principal, corporate or supplementary **Cardholder** or any one of his **Family Members** who has not attained the age of 65 years.

Covered Person under Section 2 - means

The principal, corporate or supplementary **Cardholder**.

Covered Property - means

Any personal, movable and physical property other than any consumables, motor vehicles, mechanically propelled vehicle and marine crafts, property for the purpose of business or commercial use, money, livestock, pet or other living creature.

Delinquent Cardholders - means

Cardholders who have not made any payment for their credit card in the last 1 month (30 days).

Family Members - means

- The **Cardholder's** legally married spouse who has not been legally separated or divorced from the **Cardholder**, and
- all the **Cardholder's** legally dependent children including step children and legally adopted children, each of whom has attained the age of one year but has not attained the age of 23 years and is unemployed and unmarried; provided that all such members are residing in the same household and in the same **Country of Residence** as the **Cardholder**.

Hazardous Adventure(s) - means

Mountaineering, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, rafting or canoeing involving white water rapids, flying or other aerial activities,

jet skiing, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 9 meters, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.

Hotel - means

Hotel, motel, boarding house, guest house, rest house, rented mobile/motor homes, chalet or any public houses of which payment is made in order to attain lodging (excluding hospital or clinic).

Inactive Cardholders - means

Cardholders who have not made any purchase with their HSBC credit card(s) consecutively for at least 6 months prior to the date of claim

Injury - means

Any bodily **Injury** to the **Covered Person** caused solely by an **Accident** that is external and visible and not by sickness, disease or gradual physical or mental wear and tear which injury shall solely and independently of any other cause, resulting in any of the covered losses as defined in the Schedule of Benefits.

Physician - means

A duly qualified registered medical practitioner who is lawfully entitled to practise medicine and surgery in the place where medical and surgical services are performed, other than the **Covered Person's** relative or the **Covered Person** himself.

Public Conveyance - means

Any land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers and shall include **Scheduled Flights** as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.

Scheduled Flight - means

A flight in an airworthy aircraft where the airline is listed in the Official Airline Guide or ABC World Airways guide and the air **Carrier** holds a certificate, license or similar authorisation for scheduled air transportation issued by the relevant authorities in the country in which the aircraft is operated and registered, and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times.

Such Scheduled Flight is regularly and continually flown on routes and at times as published in the ABC World Airways Guide as amended from time to time.

Departure times, transfers and destination points shall be established by reference to the **Covered Person's Scheduled Flight** ticket.

Takaful Operator - means

HSBC Amanah Takaful (Malaysia) Sdn. Bhd.

GENERAL EXCLUSIONS

The **Takaful Operator** will not pay for any event, or any deterioration of, or loss of or damage to property, or any legal liability, **Injury**, illness, death or expense caused by or contributed to, or arising from:

- War and Terrorism.
- HIV** (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
- riot or civil commotion, lockout or threat of such event.
- Radioactivity.
- 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 or her beneficiaries.
- any consequential loss unless specified in the Master Certificate.
- any loss due to currency exchanges of any and every description.
- any payment you would normally have made during your travel, if nothing had gone wrong.
- you travelling in an aircraft (other than as a fare-paying passenger of a fully licensed and **Scheduled Flight** passenger carrying aircraft/**Carrier**).

- suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life).
- you being under the influence of drugs or other substance of abuse (other than those prescribed by a registered medical practitioner but not when prescribed for the treatment of drug addiction).
 - solvent abuse.
 - you being under the influence of alcohol or intoxicating liquor.
- pregnancy, childbirth or pre-existing physical or mental defect or infirmity.
- 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.
- you participating in a **Hazardous Adventure**.
- insolvency of airline operator/company, ticketing agents and travel agents.
- pressure waves caused by any aircraft or aerial device traveling at sonic or supersonic speed.

TERMINATION OF TAKAFUL COVER

The takaful cover on a **Covered Person** shall terminate on the date:

- the **Covered Person** dies, or
- the **Covered Person** ceases to be a **Cardholder** of HSBC, or
- of termination of the Master Certificate

whichever is earlier.

SECTION 1 : SCHEDULED FLIGHT TRAVEL INCONVENIENCE COVER

OPERATION OF THE TAKAFUL COVER

The takaful cover for the **Covered Person** shall operate only while the **Covered Person** is taking a trip on a **Scheduled Flight** as a fare-paying passenger, provided that the entire air fare on such **Scheduled Flight** has been fully charged in advance to a card maintained by the **Cardholder** with HSBC.

LIMITS OF INDEMNITY

EXPENSES NECESSARILY AND REASONABLY INCURRED AS A RESULT OF:	TRAVELLING ALONE	TRAVELLING WITH FAMILY MEMBERS
Missed flight connection by more than 4 hours	RM250	RM500
Accompanied flight luggage delay by more than 6 hours	RM250	RM500
Accompanied flight luggage loss by more than 48 hours	RM500	RM1,000
Burial/Cremation and/or transport of mortal remains due to Accidental death	RM2,000	RM4,000

BENEFITS

Coverage A - Missed Flight Connection

If the **Covered Person's** confirmed onward connecting **Scheduled Flight** is missed at the transfer point due to the late arrival of the **Covered Person's** incoming confirmed connecting **Scheduled Flight** and no alternative onward transportation is made available to the **Covered Person** within 4 hours of the actual arrival time of his incoming flight, the **Takaful Operator** will indemnify the actual additional expenses necessarily and reasonably incurred for **Hotel** accommodation and restaurant meals or refreshments, up to the maximum limits as specified in the Limits of Indemnity provided that the **Covered Person** shall be at the airport at the time of such missed flight connection.

Coverage B - Accompanied Flight Luggage Delay

If the **Covered Person's** accompanied check-in flight luggage is not delivered to him within 6 hours of the **Covered Person's** actual arrival at the **Abroad** Scheduled destination point of his **Scheduled Flight**, the **Takaful Operator** will indemnify the actual additional expenses necessarily and reasonably incurred within 4 days at such scheduled destination for emergency purchase of essential clothing and toiletries, up to the maximum limits as specified in the Schedule provided that such luggage has been checked in by an authorised official of the air **Carrier** with which the **Covered Person** was travelling at the time of the occurrence.

Coverage C - Accompanied Flight Luggage Loss

If the **Covered Person's** accompanied check-in flight luggage is not delivered to him within 48 hours of the **Covered Person's** actual arrival at the **Abroad** Scheduled destination point of his **Scheduled Flight**, such luggage will be presumed to be permanently lost and the **Takaful Operator** will indemnify the actual additional expenses necessarily and reasonably incurred within 4 days at such Scheduled destination for emergency purchase of essential clothing and toiletries, up to a maximum limit as specified in the Schedule, provided such luggage has been checked in by an authorised official of the air **Carrier** with which the **Covered Person** was travelling at the time of the occurrence.

Coverage D - Burial or Cremation and/or Transport of Mortal Remains

In the event of an **Accident** happening to the **Public Conveyance** in which the **Covered Person** was travelling solely as a fare-paying passenger resulting in the **Covered Person's** death, the **Takaful Operator** will indemnify the actual additional expenses necessarily and reasonably incurred for burial or cremation of the **Covered Person**

outside his **Country of Residence** and/or transporting the **Covered Person's** body or ashes to his **Country of Residence**, up to the maximum limits as specified in the Schedule provided that such trip was not undertaken:

- against the medical advice of a **Physician**; and
- for the purpose of obtaining or seeking any medical or surgical treatment **Abroad**.

INDEMNITY LIMITATION

In no event shall duplicate or multiple credit cards increase the Limits of Indemnity specified herein for expenses incurred by any one individual **Covered Person** as a result of any one occurrence covered by this Takaful cover. In the event of a **Primary** or **Corporate Cardholder** being accompanied by one or more **Supplementary Cardholder** and/or **Family Members** under the same card account, cover for all incurred expenses charged to card account as a result of any one occurrence shall be limited to the maximum amounts as specified herein.

The **Covered Person** shall not claim for both Coverage B and Coverage C in respect of the same occurrence.

SPECIFIC EXCLUSIONS

The Master Certificate does not cover any loss, or expenses directly or indirectly caused by or resulting from any one or more of the following:

- failure of the **Covered Person** to take reasonable measures to protect, save or recover lost luggage
- failure of the **Covered Person** to notify the relevant airline authorities of delayed/missing luggage at the **Abroad** scheduled destination point and to obtain a **Property Irregularity Report**
- loss or delay which you have received replacement or compensation from the **Carrier** or others
- any purchases made after you received your luggage from the **Carrier**
- luggage delay/loss when it occurs on the return journey to your **Country of Residence**
- delay, seizure, confiscation, destruction, requisition, retention, or detention by Customs or any other Government or Public Authority or Official.

CLAIMS PROCEDURES

On the happening of any event which may give rise to a claim, the claimant shall furnish to the **Takaful Operator** (whichever is applicable):

- Copies of the Record Charge forms verifying the relevant **Scheduled Flight** tickets charged to the **Cardholder's** card;
- the property Irregularity Report obtained from the airline in respect of the delayed or lost luggage;
- details of the **Scheduled Flight**;
- details of the delay or loss incurred;
- details of the itemised purchases with original receipts;
- details of the itemised expenses incurred for burial or cremation and/or transport of mortal remains

All reasonable measures to protect, safeguard and recover such luggage shall be undertaken by the **Covered Person**. Any delay or non-delivery of such luggage shall be reported to an authorised official of the airline immediately after it has been discovered that such luggage checked in at the airport of departure has not arrived at the intended airport of destination.

SECTION 2: PURCHASE PROTECTION COVER

OPERATION OF TAKAFUL COVER

The takaful cover indemnify the **Cardholder** for all risk of physical loss of or damage to personal property (herein called **Covered Property**) purchased with the card or at its option repair, reinstate or replace such property or any part thereof, provided that:

- a) the loss of or damage to such property shall occur,
 - during the period of takaful stated in the Master Certificate
 - within 30 days from the date on which the property is purchased, and
 - in the case of mail orders or internet purchases, within 30 days from the date on which the property is delivered in undamaged condition.
- b) the entire cost of such purchase has been fully charged to a card. In the event that only a proportion of the purchase price is charged to the card, the **Takaful Operator** shall not be liable to pay more than the corresponding proportionate amount of the loss which the amount charged to the card bears to the purchase price.
- c) the liability of the **Takaful Operator** shall in no case exceed the purchase price as shown on the charge form with respect to the **Covered Property** or the Sum Covered as specified.
- d) Sum Covered
 - Up to RM10,000 any one article
 - Up to RM30,000 per occurrence

SPECIFIC EXCLUSIONS

The Master Certificate does not cover any loss, or damage directly or indirectly occasioned by or through or in consequence of:

- a) any event, the first RM150.00 for each and any article;
- b) pressure waves caused by any aircraft or aerial device travelling at sonic or supersonic speed;
- c) mechanical electrical or electronic breakdown failure or derangement;
- d) wear and tear, insect or vermin, atmospheric or climatic conditions or any other gradually operating cause;
- e) breakage, scratching, denting or chaffing of glass, china earthenware, marble, gramophone records, recording tapes, sports equipment whilst in use and other items of a fragile nature unless caused by fire and/or theft, overwinding of clock or watch, or inability to use/ handle the property;
- f) any mysterious event or disappearance or any unexplained loss
- g) the willful act or willful negligence of the Covered Person or any employee of the Covered Person

EXCLUDED PROPERTY

The Master Certificate does not cover any:

- a) loss of or damage to the **Covered Property** which prohibited by Shariah including but not limited to:-
 - Liquor, drugs, pork or related products
 - Tobacco – based products or related products
 - Idols, idol worship items or items related to worship activities
 - Items related to gambling
- b) loss of or damage to the **Covered Property** left in any unattended

vehicle unless at the time of loss there is physical and forcible sign of entry which is related to the loss of or damage to the **Covered Property**.

- c) loss of or damage to the property recoverable under guarantee or warranty.
- d) loss of or damage to jewellery and watches in baggage unless carried by hand and under the personal supervision of the **Cardholder** or an authorised person.
- e) loss or damage to electronic items including but not limited to handphones, pagers, portable computer equipment, notebook, including personal digital assistant and its accessories and equipment for the recording of sound and/or pictures and its accessories due to mysterious or mere disappearance, misplacement or when left behind in any unattended vehicle, public transportation or public places, unless at the time of loss there is physical and forcible sign of entry of a securely locked room / building or locked boot of a vehicle.
- f) loss of or damage to contact lenses, micro lenses, contact corneal cap, spectacles, sunglasses and all kinds of eyewear.
- g) loss of or damage to dentures and other medical aids including but not limited to hearing aids, artificial limbs, crutches, wheelchairs, walkers and braces.
- h) loss of or damage to consumables and perishable goods.
- i) loss of or damage to motor vehicles, motor cycles or their motors, equipment and accessories (including spare parts and communication devices intended solely for the use in the vehicle), bicycle, marine craft, aircraft, model airplanes and boats.
- j) loss of or damage to business property purchased to be used for a business purpose.
- k) loss of or damage to cash, bank or currency notes, cheques, travellers' cheques, money orders, postal orders, postage stamps securities negotiable instruments of any kind, bullion, rare or precious coins documents or tickets of any kind, unset gemstones.
- l) loss of or damage to livestock, pets, animals, plants or other living creature.
- m) loss of or damage to property which contraband or which would have been confiscated or prohibited for entry into the country by the Authorities concerned.
- n) consequential loss, or liability of any kind or description.
- o) loss of or damage to property sold or given to others except for property that is given to **Family Members**.
- p) loss of the **Covered Property** in or from any **Hotel** room or safe.
- q) loss of or damage to the **Covered Property** under the custody or care or control of the **Hotel** management or concierge.
- r) loss of damage to property whilst in transit as unaccompanied baggage shipped under a bill of lading, parcel receipt, waybill or similar document.
- s) breakage, scratching, denting or chaffing of glass, china earthenware, marble, gramophone records, recording tapes, sports equipment whilst in use and other items of a fragile nature unless caused by fire and/or theft, over winding of clock or watch, or inability to use/handle the property.
- t) cost of adjustments or rectification of operational malfunctions or replacement of spent, lost or damaged expendable or replaceable parts including bulbs, valves, tubes, fuses, batteries, belts, chains, tapes, ribbons and cards unless necessitated by loss or damage covered by the Master Certificate.

SUBJECT TO TERMS AND CONDITIONS OF THE MASTER CERTIFICATE(S) HELD BY HSBC