

## Terms and conditions for HSBC TravelSafe

### 1. Takaful Operator and Master Certificate Holder

- 1.1 HSBC TravelSafe is managed by **HSBC Amanah Takaful (Malaysia) Sdn. Bhd.** (Company No. 731530-M) (“**Takaful Operator**”).
- 1.2 HSBC TravelSafe coverage is provided to Participants under a group General Takaful plan, where HSBC Bank Malaysia Berhad (“**HSBC Bank**”) holds the Certificate as the master certificate holder.

### 2. Definitions

- 2.1 “**Certificate**” means the certificate which has been issued by the Takaful Operator to HSBC Bank Malaysia Berhad as the master certificate holder. References to your rights as a Participant in the Certificate shall be limited to your specific rights for the coverage granted to you. A copy of the terms and conditions of the Certificate may be downloaded from this website or sent to you upon request.
- 2.2 “**Eligible Cardholders**” means holders of non-transferable credit cards issued by banks licensed under the Banking and Financial Institutions Act 1989.
- 2.3 “**Participant**” means you, the proposer, where coverage is granted under the Certificate.
- 2.4 “**Personal Information**” means all information you provide to HSBC Bank and to the Takaful Operator and shall include but shall not be limited to your personal details and details of transactions with or through the Takaful Operator whether within or outside Malaysia involving any party.

### 3. Payment Terms

- 3.1 You may purchase an HSBC TravelSafe plan at any time SUBJECT TO a minimum period of at least 2 hours before the time of commencement of a scheduled trip.
- 3.2 HSBC TravelSafe contribution may be paid via credit card held by Eligible Cardholders.
- 3.3 The credit card used by the Eligible Cardholders when applying for HSBC TravelSafe must be current and not delinquent in any way.
- 3.4 By submitting your proposal, you hereby authorise HSBC Bank to submit your details to the Takaful Operator any information pertaining to your proposal. In consideration of HSBC Bank acting on this authorisation, you irrevocably agree to waive any right to claim/redress you may have against HSBC Bank as a result of HSBC Bank carrying out this arrangement.
- 3.5 Payment(s) must be made through credit cards issued by banks licensed under BAFIA only. Other types of cards such as charge cards and debit cards whether issued by financial institutions incorporated in Malaysia or overseas cannot be used to purchase HSBC TravelSafe.
- 3.6 Approval or rejection of your proposal is subject to the conduct of the Eligible Cardholders' credit card account. HSBC Bank will not be held responsible or liable for payment rejection made by other credit card issuers resulting in the rejection of your proposal.

#### (a) Annual Trip Cover

There will be 2 attempts made to charge the contribution. If both attempts are unsuccessful the cover will be void or cancelled, as the case may be. The Annual Trip cover will be automatically renewed for 1 year provided that the Takaful Operator has successfully charged the renewal contribution on the renewal date of the cover, to the Eligible Cardholder's credit card account as advised when the cover is purchased.

**(b) Single Trip Cover**

There will be 1 attempt made to charge the contribution. If it is unsuccessful the cover will be void.

- 3.7 HSBC TravelSafe coverage will not be effected until the proposal submitted by you is approved, accepted and the prescribed contribution is received by the Takaful Operator.

**4. Coverage, Claims and Disclosures**

- 4.1 Coverage and claims are valid only subject to the successful collection of prescribed contribution by the Takaful Operator and your compliance of the terms and conditions in the Certificate.
- 4.2 All disclosures in your proposal must be made, fully and faithfully, of all the facts you know or ought to know, otherwise the coverage granted to you may be void and the Takaful Operator reserves the right to refuse any coverage, repudiate our liability, cancel the cover or reject any claim in this circumstance.
- 4.3 You consent and agree to provide the Takaful Operator with such information and documents required by the Takaful Operator and are duly certified from any medical practitioner, hospital, medical centre, clinic, insurance or Takaful company, person and body of persons who has ever attended to the Covered Persons or has records of the Covered Persons or the Covered Persons' health, subject to such information and documents being relevant to assist the Takaful Operator in determining whether to approve any claim made in respect of the Covered Persons.

**5. Consent to Disclose Personal Information**

- 5.1 You irrevocably consent and agree that:
- (a) the Takaful Operator may collate, store, use, disclose, transfer or exchange all Personal Information:
    - (i) to any HSBC Group companies or agents;
    - (ii) to any third party to facilitate the conduct of our business or the operation of our internal procedures;
    - (iii) to Bank Negara Malaysia or any other relevant authority;
    - (iv) to any third party in respect of the insurance or Takaful industry for the maintenance of databases, statistical analysis, anti-fraud, claim verification or operational matters;
    - (v) to prevent or facilitate the investigation of criminal activities or for fraud detection; or
    - (vi) to comply with applicable laws or regulations;
  - (b) you will keep the Takaful Operator updated in respect of all such Personal Information as soon as practicable; and
  - (c) the Takaful Operator shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Information provided to the Takaful Operator.

**6. Disclaimers**

- 6.1 This product is not an obligation of, deposit in or guaranteed by HSBC Bank.
- 6.2 HSBC Bank is neither underwriter nor broker for the customer. To the fullest extent permissible pursuant to applicable law, HSBC Bank makes no warranties or representation as to the accuracy, correctness, reliability or otherwise of the content of this marketing material. Under no circumstances, including, but not limited to negligence, shall HSBC Bank or any party involved in creating, producing or delivering the

marketing material be liable to the Eligible Cardholder for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the liability to use, the information in these marketing materials even if HSBC Bank may have been advised of the possibility of such damages.

- 6.3 HSBC Bank will receive a commission from the Takaful Operator in respect of this transaction. HSBC Bank is not the supplier of the products and services and will not accept liability in relation thereto.

## **7. Amendments to Terms and Conditions**

- 7.1 HSBC Bank and the Takaful Operator reserve the right at their absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time and will notify you accordingly. These Terms and Conditions, as the same may be amended from time to time shall prevail over any provisions or representations contained in any other promotional materials advertising the HSBC Travelsafe plans.

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