

Terms & Conditions

1. Takaful Operator and Master Certificate Holder

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

2. Eligibility

- 2.1 HSBC TravelSafe is exclusively for HSBC Malaysia credit card and HSBC Amanah Malaysia credit card-i cardholders only.
- 2.2 The Covered Person(s) must be a Malaysian citizen or Malaysian permanent resident or a work permit holder legally employed in Malaysia.
- 2.3 The Covered Person(s) is under 75 years of Age Last Birthday for single trip cover or under 74 years of Age Last Birthday for annual cover.
- 2.4 The coverage will commence after the Takaful Operator has sent the confirmation number and the Covered Person(s) has left his/her place of residence or place of business in Malaysia, subject to successful deduction of contribution from the Covered Person's HSBC credit card or HSBC Amanah credit card-i account. The coverage will cease upon the expiry of the Period of Takaful as applied online or upon the return of the Covered Person(s) to his/her place of residence or business in Malaysia, whichever is earlier.
- 2.5 The Covered Person(s) will not be travelling contrary to the advice of any Registered Medical Practitioner.
- 2.6 The Covered Person(s) is not travelling in order to receive medical treatment.
- 2.7 The Covered Person(s) is not aware of any existing condition, cause or circumstance that may lead to cancellation or curtailment of the scheduled trip.

3. Definitions

- 3.1 "**Age Last Birthday**" means the number of birthday anniversaries passed on the day you fill up the online webform to take up this group General Takaful plan.

- 3.2 **“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 Covered Person(s) in the Certificate shall be limited to your specific rights for the coverage granted to you. A copy of the Certificate can be downloaded from this website or sent to you upon request.
- 3.3 **“Eligible Cardholders”** means you, a HSBC credit card or HSBC Amanah credit card-i cardholders (holders of non-transferable credit cards issued by banks licensed under the Financial Services Act 2013).
- 3.4 **“Covered Person(s)”** means you and any Eligible Family Member as defined in the Certificate.

4. Payment Terms

- 4.1 A Covered Person(s) may participate in 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.
- 4.2 HSBC TravelSafe contribution must be paid via HSBC Malaysia credit card or HSBC Amanah Malaysia credit card-i account held by Eligible Cardholders only.
- 4.3 The credit card used by the Eligible Cardholders when applying for HSBC TravelSafe must be current and not delinquent in any way. The relationship of the payor for HSBC TravelSafe must be the applicant itself, spouse, parents or guardian.
- 4.4 By submitting your proposal, you hereby authorise HSBC Bank to submit your details to the Takaful Operator for it to determine whether your Takaful proposal can be accepted. You also warrant to HSBC Bank that you have obtained the consent of other Covered Person(s) for HSBC Bank to submit their details to the Takaful Operator. In consideration of HSBC Bank acting on this authorisation, you and other Covered Person(s) 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.
- 4.5 Approval or rejection of your proposal is subject to the conduct of the Eligible Cardholders' HSBC Malaysia credit card or HSBC Amanah Malaysia credit card-i account.

(a) Annual Trip Cover

There will be 2 attempts made to charge/collect 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/collected the renewal contribution on the renewal date of the cover, to the Eligible Cardholder's HSBC credit card or HSBC Amanah credit card-i 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, there will be no cover.

5. Coverage, Claims and Disclosure

- 5.1 Coverage and claims are valid only subject to the successful charge/collection of prescribed contribution by the Takaful Operator and the Covered Person(s) compliance of the terms and conditions in the Certificate.
- 5.2 All disclosures in the application must be made, fully and faithfully, of all the facts you know, otherwise the coverage granted to you and the Covered Person(s) 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.
- 5.3 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 Person(s) or has records of the Covered Person(s) 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 Person(s).

6. Consent to Process Personal Data

- 6.1 You irrevocably consent and agree that the Takaful Operator may process, use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) all your personal information provided to and/or obtained by the Takaful Operator as well as any information derived from or relating to your Takaful certificate issued based on this Takaful application (collectively "Personal Data"), to, from or with any person as the Takaful Operator may consider necessary (including without limitation (a) any member of the HSBC Group which (i) provides group management oversight of the Takaful Operator and/or global and regional support, or (ii) carries on business within the financial services industry, or (iii) is a provider of services to other members of the HSBC Group; (b) any agent, contractor, service provider or selected third party that provide services to the Takaful Operator or any HSBC Group members; and/or Bank Negara Malaysia or any other relevant authorities the Takaful Operator or any member of the HSBC Group members is under an obligation to make disclosure to under the requirements of any law) for any and all purposes including without limitation:
- a) in connection with the products and/or services offered by the Takaful Operator to you and/or in connection with matching for whatever purpose any such Personal Data with your Personal Data in the Takaful Operator's possession; and/or
 - b) to facilitate the conduct of the Takaful Operator's business or the operation of the Takaful Operator's internal procedures; and/or
 - c) for the purpose of promoting other products and/or services by the Takaful Operator or any member of the HSBC Group generally to you. If you do not wish to receive any promotional information from the Takaful Operator or any member of the HSBC Group, please refer to the Notice to customers relating to the Personal Data Protection Act 2010 attached below; and/or
 - d) to improve the products and/or services provided by the Takaful Operator and to facilitate the provision of products and/or services by any member of the HSBC Group to you; and/or
 - e) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing, fraud, tax evasion and criminal activities generally, maintenance of databases, statistical analysis, claim verification, audit, customer complaints handling and resolution, and operational matters; and/or

- f) for purposes of any legal process initiated by or served on the Takaful Operator, whether or not the Takaful Operator is a party.
- 6.2 You also confirm and warrant that you have obtained the consent of such individual(s) to the provision of their personal data to the Takaful Operator for the purposes of this Takaful application and/or the provision of Takaful coverage and/or services under this Certificate as well as for the disclosure to such parties as stipulated above. For the foregoing purpose, such expression shall include but is not limited to covered person(s) besides yourself, beneficiaries, recipient of Takaful payments, the corporate customer's authorised signatories or the corporate customer's employees.
- 6.3 You or any of the Covered Person(s) who has obtained your written consent or upon your written request to the Takaful Operator, understand that you or any of the Covered Person(s) can request access to and will keep the Takaful Operator updated of any change to your or their Personal Data as soon as practicable and agree that the Takaful Operator shall not be liable for any direct or indirect loss or damage due to any inaccurate or incomplete Personal Data provided.

7. Disclaimers

- 7.1 This product does not form part of the deposit in or guaranteed by HSBC Bank or any of the companies in the HSBC Group.
- 7.2 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.
- 7.3 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.

8. Amendments to Terms and Conditions

- 8.1 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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HSBC AMANAH TAKAFUL (MALAYSIA) Berhad

Notice to Customers Relating to the Personal Data Protection Act 2010 (the Act)

1. HSBC Amanah Takaful (Malaysia) Berhad ("**HSBC Amanah Takaful**") views your personal data and privacy seriously. This Notice is issued pursuant to the requirements of the Personal Data Protection Act 2010.
2. As a customer of HSBC Amanah Takaful, it is necessary for you to supply your personal data to HSBC Amanah Takaful for the provision, continuation and administration of Takaful contracts and Takaful services. Apart from the data provided by you, HSBC Amanah Takaful may obtain and/or verify data on you from or with any third party (whether incorporated or otherwise) including but not limited to medical practitioners, hospitals or medical institutions that has attended to you and/or any member of the HSBC Group. Failure to supply such personal data or to agree to the HSBC Amanah Takaful's collection of such personal data may result in HSBC Amanah Takaful being unable to provide or continue to provide Takaful coverage under the Takaful contract and related Takaful services to you or comply with any laws or guidelines issued by regulatory or other authorities.
3. Such personal data may include information concerning your personal details (*such as name, age, identity card number, passport number, gender, date of birth, race, nationality, and marital status*) contact details (*such as address, email, and phone numbers*), occupation details (*annual income, job title, nature and description of job*) and financial details (*such as bank account number, and credit card number*). In addition, HSBC Amanah Takaful may from time to time request for information relating to a customer's medical records or health condition in general, from the customer or any medical practitioner, hospital, medical institution or any person (whether incorporated or not) who has ever attended to such or has records regarding such customer's health or medical condition.
4. It is also the case that personal data are collected from our customers in the course of the continuation of the customer or Takaful relationship. For example when customers write cheques or provide their credit card or bank account details to HSBC Amanah Takaful for contribution payment of the Takaful coverage.
5. The purposes for which data relating to a customer may be processed are as follows:
 - (i) offering, providing, maintaining and managing Takaful contracts and/or related Takaful services to customers;
 - (ii) for all ancillary purposes relating to the offering, providing, maintaining and managing Takaful contracts and/or related Takaful services including the provision of computer, telecommunications, storage and technology services;
 - (iii) for the daily operation and administration of the Takaful contracts and/or Takaful services provided to customers as well as the Takaful Operator's internal procedures;
 - (iv) maintenance of databases, statistical analysis, claim verification, audit, customer complaints handling and resolution, and operational matters;
 - (v) conducting identity and/or medical checks with any medical practitioner, hospital, medical institution or any person (whether incorporated or not) who has ever attended to you or has records on your health;

- (vi) conducting risk survey on a property and/or contents in a property and all associated risk;
- (vii) for making enquiries or investigations as to whether or not the customer or person whose data is collected, used and/or processed by HSBC Amanah Takaful is actually a sanctioned person, or is otherwise howsoever related to, or associated with, a sanctioned person or entity; and also for the reporting or the taking of any remedial or preventive action in relation thereto;
- (viii) processing, assessing and determining any proposal or request made by a customer for Takaful products or services, issuing or arranging Takaful contracts and maintaining the customer's record with HSBC Amanah Takaful;
- (ix) purposes related to any claims made by or against or otherwise involving a customer in respect of Takaful contracts and/or Takaful related services provided by HSBC Amanah Takaful including, without limitation, making, defending, analyzing, investigating, processing, assessing, determining responding to, resolving or settling such claims;
- (x) promoting products and/or services by HSBC Amanah Takaful or any member of the HSBC Group to you.
If you do not wish to receive any promotional information from HSBC Amanah Takaful and/or any member of the HSBC Group, please refer to paragraph 11 below;
- (xi) improving the products and/or services provided by HSBC Amanah Takaful and to facilitate the provision of products and/or services by any member of the HSBC Group to the customer;
- (xii) determining the amount of indebtedness owed to or by a customer;
- (xiii) collection of amounts outstanding from a customer;
- (xiv) exercising any rights HSBC Amanah Takaful may have in connection with the Takaful contract and/or services provided to a customer;
- (xv) in connection with matching for whatever purpose any such personal data with your personal data in our possession from time to time for any of the purposes listed in this paragraph (5);
- (xvi) for purposes of investigating, reporting or otherwise in relation to money laundering, terrorist financing, fraud, tax evasion and criminal activities generally;
- (xvii) meeting disclosure requirements of any law binding on HSBC Amanah Takaful or any of the HSBC Group companies or any third party to whom HSBC Amanah Takaful provides customer data pursuant to paragraph (6) below or under and for the purposes of any regulations or guidelines issued by regulatory or other authorities with which HSBC Amanah Takaful or any of the HSBC Group companies or any third party to whom HSBC Amanah Takaful provides customer data pursuant to paragraph (6) below are expected to comply;
- (xviii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance

with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

- (xix) enabling an actual or proposed assignee or transferee of HSBC Amanah Takaful or any of the HSBC Group companies, or participant or sub-participant of HSBC Amanah Takaful's or any of the HSBC Group companies' rights to evaluate and/or undertake due diligence in relation to the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
 - (xx) to support the Group's business, financial and risk monitoring, planning and decision making;
 - (xxi) for any purpose required by law or regulation;
 - (xxii) for the purpose of enforcing its legal rights and/or obtaining legal advice; and/or
 - (xxiii) purposes relating thereto.
- (6) Data held by HSBC Amanah Takaful relating to a customer will be kept confidential but HSBC Amanah Takaful may provide or disclose such information to the following parties (whether within or outside Malaysia) for the purposes set out in paragraph (5) (who may also subsequently process, transfer and disclose such data for the purposes set out in paragraph 5):
- (i) any agent, contractor, lawyers or third party service provider who provides services to HSBC Amanah Takaful or any HSBC Group companies in connection with the operation of its businesses including but not limited to administrative, telecommunications, computer, payment, telemarketing, call centre, data processing and storage services;
 - (ii) any other person in the context of the sale by HSBC Amanah Takaful or any HSBC Group companies of all or part of its business or portfolio of products, Takaful certificates or other assets or any proposed or confirmed transaction relating to such a sale provided that such person is under a duty of confidentiality to HSBC Amanah Takaful or to any of the HSBC Group companies which has undertaken to keep such information confidential;
 - (iii) reinsurance / retakaful operators or co-insurance / co-takaful for the purposes of underwriting, administration or evaluation of a Takaful contract, or any purposes in connection with any claims pursuant to a Takaful contract;
 - (iv) any person to whom HSBC Amanah Takaful is under an obligation to make disclosure under the requirements of any law binding on HSBC Amanah Takaful or any of the HSBC Group companies or under and for the purposes of any regulations, codes of practice or guidelines issued by regulatory or other authorities with which HSBC Amanah Takaful or any of the HSBC Group companies are expected to comply;
 - (v) any actual or proposed assignee or transferee of HSBC Amanah Takaful or any of the HSBC Group companies or participant or sub-participant of HSBC Amanah Takaful's or any of the HSBC Group companies' rights in respect of the customer;

- (vi) any other person under a duty of confidentiality to HSBC Amanah Takaful including any HSBC Group member which has undertaken to keep such information confidential;
- (vii) HSBC Group companies; and
- (viii) hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, legal advisers or private investigators that may be engaged by HSBC Amanah Takaful or on behalf of HSBC Amanah Takaful.

Such information may be transferred to a place outside Malaysia.

“HSBC Group member” means a legal entity from time to time (1) in which HSBC Holdings plc (or one or more of its subsidiary companies, or subsequent holding or subsidiary companies of such entity) owns at least fifty percent (50%) or more of the voting shares or (2) over which HSBC Holdings plc (or one or more of its subsidiary companies, or subsequent holding or subsidiary companies of such entity) either directly or indirectly exercises management control, even though it may own less than fifty percent (50%) of the shares and is prevented by law from owning a greater shareholding or (3) the legal entities otherwise notified by HSBC Holdings plc from time to time.

- (7) Under and in accordance with the provisions of the Act, any individual may:
 - (i) check whether HSBC Amanah Takaful holds data about him/her and of access to such data;
 - (ii) request HSBC Amanah Takaful to correct any data relating to him/her which is inaccurate; and
 - (iii) request for clarification of HSBC Amanah Takaful's policies and practices in relation to data and to be informed of the kind of personal data held by HSBC Amanah Takaful.
- (8) In accordance with the terms of the Act, HSBC Amanah Takaful has the right to charge a fee for the processing of any data access request.
- (9) The customer can request access to data or correction of data or for information regarding policies and practices and kinds of data held by filling and returning a Data Access Request form available at the following internet address <http://www.takaful.hsbcamanah.com.my>. or any HSBC Bank Malaysia Bhd / HSBC Amanah Malaysia Bhd branches to:

The Personal Data Protection Officer
 HSBC Amanah Takaful (Malaysia) Berhad
 P.O. Box 13343
 50806 Kuala Lumpur
 Tel: 1-800-88-9659
 Email: contacttakaful@hsbc.com.my
- (10) If customers have any queries or complaints regarding this Notice or otherwise relating to misuse or suspected misuse of their personal information, you may send an email to contacttakaful@hsbc.com.my or call HSBC Amanah Takaful's call centre at 1-800-88-9659.

- (11) If you do not want us to process and further disclose any of your personal data to any company within the HSBC Group member for the purposes of direct selling and/or cross selling, please notify us in writing by filling the Opt-Out Form which is available for download at <http://www.takaful.hsbcamanah.com.my> or any HSBC Bank Malaysia Berhad / HSBC Amanah Malaysia Berhad branches.
- (12) HSBC Amanah Takaful reserves the right to amend this Notice at any time and will place notice of such amendments on HSBC Amanah Takaful's website or via any other mode HSBC Amanah Takaful views suitable.
- (13) Where the customer is a partnership (that is not registered under the Limited Liability Partnerships Act 2012) or other unincorporated body of persons, the giving of this Notice addressed to the partnership or the unincorporated body of persons shall be deemed as notice given to all the partners or the office bearers (as the case maybe) of such customer whose data are collected and/or processed by HSBC Amanah Takaful for the purposes as stated herein. In this regard, the customer warrants that the customer has obtained the consent of all such individuals to the provision of their data to HSBC Amanah Takaful for the foregoing purposes and for disclosure to such parties as stipulated above and the customer undertakes to extend a copy of this Notice to all such individuals, which expression shall include all such existing and new partners or office-bearers (as the case maybe) of the customer from time to time.
- (14) Aside from customers, this Notice shall also apply (as the context shall require) in relation to the usage, processing and disclosure of the data of any other individual who is not a customer but whose data is required to be collected by HSBC Amanah Takaful by reason of, or incidental to, a Takaful contract and/or the provision of Takaful services by HSBC Amanah Takaful to its customers, whether the customer concerned is another individual(s) or is a company, business entity, organization or unincorporated body. In this regard, the customer confirms and warrants that the customer has obtained the consent of such individuals to the provision of such data to HSBC Amanah Takaful for the foregoing purposes and for disclosure to such parties as stipulated above. For the foregoing purpose, such expression shall include but is not limited to beneficiaries, recipient of Takaful payments, the corporate customer's authorized signatories or the corporate customer's employees,
- (15) Nothing in this Notice shall limit the rights of customers or HSBC Amanah Takaful under the Act.