

AmGen Personal Accident Insurance Plan (“Programme”) Terms and Conditions for AmBank Credit Card

REMINDER: The Cardholder is reminded to read and understand the Terms and Conditions stated herein. In the event that the Cardholder has any queries pertaining to the Terms and Conditions, kindly discuss with any of AmBank’s staff or authorized representative.

Terms and Conditions

The terms and conditions herein (“**Terms and Conditions**”) are in addition to and are to be read together with the AmBank (M) Berhad (“**AmBank**”) relevant Business Card (“**Card**”) agreement(s) (“**Card Agreement**”) which governs the use of the Card released by AmBank. In the event of any discrepancy or inconsistency between this Terms and Conditions and the Card Agreement, this Terms and Conditions shall prevail in so far as it relates to the Programme.

This programme is a collaboration between AmBank and AmGeneral Insurance Berhad [Registration No.: 197801007153 (44191-P)] (“**AmGen**”) which is AmBank’s strategic partner for the purpose of this Programme. This Programme offers Cardholder protection plan under a customized Personal Accident (“**AmGen Personal Accident Insurance Plan**”) which is exclusive to AmBank Visa Platinum Business Card cardholder as described in Clause 1 hereof.

Except where the context otherwise requires, or unless this terms and conditions otherwise provide, all words, names and expressions defined in the Card Agreement when used or referred to in this Terms and Conditions shall have the same meaning as provided in the Card Agreement.

- 1) This Programme shall be offered for subscription to all AmBank Visa Platinum Business Card Cardholder (“**Cardholder**”) whose account are in good standing and regularised, i.e. not in default and/or not cancelled for whatever reason at the time of subscription
- 2) To participate in this Programme, the Cardholder is required to sign up at AmBank’s website (<https://www.ambank.com.my/eng/lead-form/PA-Insurance>.) After the application is submitted, AmBank will have seven (7) working days to review and approve the application. Once the application is approved, a copy of the certificate of insurance will be sent by AmGen to the Cardholder via e-SMS document delivery to the Cardholder’s given mobile number. In the event the Cardholder would like to request for a reprint copy of the policy, the Cardholder may email the request to ‘customer@amassurance.com.my’.
- 3) AmBank and AmGen reserve the right to approve or reject the application of the Cardholder. In the event the application is rejected, the Cardholder will be notified of the rejection by email within seven (7) working days from the date of application.
- 4) The coverage period for this insurance policy is twelve (12) months, which commences from the first billing date upon approval of the application. The coverage will expire at the end of the twelve (12) months period, and the Cardholder will be required to submit a fresh application should he/she wishes to continue being insured under the insurance policy.

Terms & Conditions for AmGen Personal Accident Insurance Plan Programme

- 5) To qualify for the benefits offered under this Programme, each Cardholder who has successfully enrolled in the Programme is required to spend a **minimum of Ringgit Malaysia Three Thousand Only (RM3,000.00)** cumulatively on retail purchases (**excluding** Balance Transfer, Cash advance, E-wallet top up, QuickCash transactions plus any fees and reversal charges) over a **period of twelve (12) months** from the date of certificate issuance date. In the event the Cardholder does not meet the aforementioned requirement, the Cardholder hereby agrees and expressly consents for AmBank to charge the one-time insurance premium of **Ringgit Malaysia Thirty Two Only (RM32.00)** to the Cardholder's Credit Card account after the period of twelve (12) months from the date of certificate issuance date.
- 6) For the avoidance of doubt, each Nominee Cardholder's spending shall not be combined with others Nominee Cardholders and shall be calculated separately for the purpose of minimum spend calculation set out in Clause 5 above.
- 7) In the event of cancellation and/or termination of the Personal Accident Insurance before the minimum spend requirement is met, the Cardholder hereby agrees for AmBank to charge the a non-refundable insurance premium of Ringgit Malaysia Thirty Two Only (RM32.00) to the Cardholder's Credit Card account immediately succeeding the cancellation/termination.
- 8) AmBank may disclose the Cardholder's information to AmGen for the purpose of this Programme. By participating in this Programme, the Cardholder is deemed to have given his/her consent for such disclosure.
- 9A) In the event AmGen decides to terminate AmGen Personal Accident Insurance Plan, AmGen shall inform AmBank in writing thirty (30) calendar days prior to such termination. AmBank shall inform the Cardholders accordingly upon being notified of such termination. For the avoidance of doubt, the Cardholders shall not hold AmBank responsible for any losses and/or damages suffered as a result of AmGen's termination.
- 9B) AmBank is not liable for any loss or damages suffered such as loss of income or profit, or any indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, arising out of or in connection with this Programme, save and except where such loss or damages were directly caused by AmBank's and/or AmGen's gross negligence, wilful default or fraud.
- 9) The Cardholder hereby expressly agrees to relieve AmBank from any liability, claims or demands regarding the services/products/benefits rendered under the Programme provided and managed by AmGen. Any matter or dispute arising from AmGen Personal Accident Insurance Plan should be directed to AmGen.
- 10) Cardholder's benefits under this Programme shall be governed by this Terms and Conditions stated herein. By submitting an application for this Programme, Cardholder agrees and accepts:
 - (a) This Terms and Conditions;
 - (b) The Manuscript; and
 - (c) The terms and conditions for AmGen's membership;
 - (d) AmBank's Privacy Policy; and
 - (e) AmGen's Privacy Policy.

Terms & Conditions for AmGen Personal Accident Insurance Plan Programme

- 11) Cardholder may submit their claims to AmGen's Customer Service by e-mail to customer@amassurance.com.my. All payments will be made directly to the Cardholder according to the Policy, his/her nominee or to his/her estate if no nominee has been named. For ease of reference, the Sum Insured is listed as per table below.

Item	Benefits	Sum Insured (RM)
A	Accidental Death	30,000
B	Permanent Disablement	30,000
C	Medical Expenses (any one accident and in the aggregate any one period of insurance)	1,000
D	Snatch Theft	300
E	Personal Liability	30,000
F	Token of Bereavement /Funeral Allowance	1,000
	Gross Premium (Excluding 6% SST)	32.00

- 12) Claims shall be made in accordance with the terms stated in the Master Policy and by completing the required documents obtained from AmGen.
- 13) In the event of accidental death, immediate notice of claim must be given to AmGen. For Personal Accident, Cardholder is required to submit to AmGen a written notice of any event likely to give rise to a claim as soon as reasonably possible and in any case not later than thirty (30) calendar days from the date of accident. Other claims shall be made together with proof of loss within ninety (90) calendar days from the date such loss incurred. Please refer to the Master Policy for other details, conditions and procedures in relations to making claims.
- 14) In the event AmGen intends to amend, replace or otherwise amend the terms and conditions relating to the insurance policy, AmGen will notify the Cardholder of such amendments within thirty (30) calendar days.
- 15) If Cardholders have further enquiries on AmGen Personal Accident Insurance Plan, please call AmGen Customer Service at **1 800 88 6333** from 8.45 a.m. to 5.45 p.m.
- 16) The salient terms and conditions relating to the Programme set out above are not comprehensive and intended to only provide a brief overview of the Programme. In the event of any conflict between this Terms and Conditions and the Master Policy pertaining to the personal accident insurance, the provisions of the Master Policy shall prevail. The Master Policy for AmGen Personal Accident Insurance Plan can be found [here](#). The Cardholder are advised to read the Master Policy for full information on the Cardholder's rights, obligations and benefits pertaining to the insurance and to consult AmGen's representative in the event of uncertainties or further clarifications.
- 17) The construction, validity, enforcement and interpretation of the Terms and Conditions stipulated herein shall be governed by, construed and enforced in accordance with the laws of Malaysia. By

participating in this Programme, the Cardholder hereby submits to the exclusive jurisdiction of the Courts of Malaysia for the purpose of any suit, action and/or other proceeding arising out of or based on the terms and conditions herein.

- 21)(A) AmBank reserves the right to add, amend, alter, modify, delete any of the terms and conditions stated herein provided with prior written notice of at least Twenty One (21) calendar days to the Cardholder before the revision or amendment/s takes effect. If the Cardholder continues to participate in this Programme Twenty One (21) calendar days after being notified of such amendments and revision, the Cardholder are deemed to have agreed to such amendments and revisions and are bound by the same.
- 21)(B) To the extent permitted by law, AmBank shall not be liable to the Cardholder when any Force Majeure event occurs. "Force Majeure" refers to any unforeseen events and/or circumstances not within the reasonable control of AmBank, which AmBank is unable to prevent, avoid or remove including natural disasters such as flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil or earth or acts of public unrest such as strikes, lock out, industrial disturbances, riots, wars, pandemic, epidemic and each of which is beyond the control of neither Party or such other event, condition or circumstances of similar nature as may be classified as Force Majeure by AmBank from time to time.
- 18) For any assistance and/or feedback in relation to this Programme, the Cardholder may contact AmBank's Contact Centre at 03-2178 8888 daily from 7.00 a.m. – 11.00 p.m. or email customercare@ambankgroup.com.