

# TRAVEL PRO INSURANCE POLICY INTERNATIONAL



## NOTICE:

This policy is written in English and Bahasa Malaysia. In the event of any conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

## INTRODUCTION

Welcome to the **The Pacific Insurance Berhad** Travel Pro International Policy Wording

By a proposal and declaration which together with all statements made by **You** in writing will be the basis of this contract and is deemed to be incorporated herein, **You** have applied to **The Pacific Insurance Berhad**, for the insurance in respect of each Insured Person named or described in the Policy Schedule.

In consideration of the payment of premium and subject to the definitions, limitations and general provisions contained, endorsed, or attached to this **Policy**, **We** hereby insure the Insured Person and promise to pay indemnity for loss to the extent provided under this Policy. The period of insurance will be as stated in the **Policy Schedule**, at the place where the Policy was issued.

This document contains **Your** insurance Policy Schedule, **Policy** terms, **Benefits**, general conditions and exclusions. It is important that **You** carefully read and understand this **Policy Wording** and keep **Your Policy Wording** and **Policy Schedule** in a safe place in case **You** need to refer them in the future.

This **Policy** is issued by **The Pacific Insurance Berhad**.

### Eligibility and Scope

- Age:** To be eligible for cover under this Policy, **You** must be aged between 18 and 79 years old.
- Residency:** **Your Country of Residence** must be Malaysia and **You** must be residing in Malaysia.
- Operative time:** This **Policy** covers **You** while **you** on a trip and any extension, whether before the trip or after the trip, as mentioned in the **Policy**

### Product and Plan Selection

On **your** Policy Schedule **you** would see **your** selected Product, Policy type, Plan type and Covered Region

#### Product

This is an overseas **single trip** insurance product which covers a single trip, whether one way or return during the **trip** upto the maximum duration as shown in **your** Policy Schedule. If **you** have selected annual multi trip insurance product then **you** are covered for each such single trips **you** undertake during the **Trip**. Each single trip should not exceed 90 days trip duration.

#### Plan type

There are various plans from which **you** have chosen a particular plan for yourself. Different plans have different level of covers and limits.

#### Policy Type:

**Your** Policy Schedule would reflect **your** selected policy type. There can be two possible policy type.

**Self** – where the Policy will cover only **You**, as named in the Policy Schedule.

**Family** – where the Policy would cover **You** and **your** Spouse and child/children named in the Policy Schedule, who travel with **you** for the entire trip on the same itinerary.

### Covered Region

**Asian Region** shall mean Singapore, Indonesia, Japan, Brunei, Philippines, Thailand, Vietnam, Cambodia, Hong Kong, Taiwan, People's Republic of China, South Korea, Sri Lanka, India, Pakistan, Australia and New Zealand.

**Worldwide Region** shall mean Asian Region and all other countries *except* Iran, Syria, Belarus, Cuba, Democratic of Congo, Somalia, Sudan, South Sudan, North Korea, Zimbabwe, Israel and Nigeria.

### Important

This Policy covers **you** in the countries that are included in the Region **you** have selected.

For example if **your** travel itinerary is from Malaysia to Australia return and also includes a stay in UK, **You** must purchase the world wide plan because UK is under the worldwide plan. Otherwise, the claims pertaining to stay in UK would not be covered under the Asian region.

Transit of less than 12 hours of arrival is not considered a destination country for choosing a covered region.

### Important contact numbers and websites

This insurance policy is issued by **The Pacific Insurance Berhad**, 40-01, Q Sentral, 2A, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.

For any questions contact the Customer Service Center at 1-800-88-1629 (customerservice@pacificinsurance.com.my). Official timings: open from 8:45am to 5:30pm (Monday through Thursday), from 8:45am to 5:00pm (Friday).

In case of emergency, please contact Emergency Travel Assistance SOS number at +603-7628 3639 (24-hour Assistance).

## DEFINITION

We use certain words in this Policy which have a specific meaning as stated below. These words appear in the Policy, Policy Schedule or any endorsements and are shown in bold type.

**Accident** shall mean a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, while the Policy is in force.

**Acquired Immune Deficiency Syndrome or AIDS** shall have the meaning assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.

**Act of Terrorism** shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Act of Terrorism. Act of Terrorism also include any

act, which is verified or recognized by the (relevant) government as an act of terrorism.

**Age** shall mean **Your** age as on most recent birthday, regardless of the actual time of birth.

**ATM** shall mean automatic teller machine.

**Child, Children** shall mean an unmarried person or persons not older than 18 years of age or below 23 years of age if enrolled for full-time study in a recognized institution of learning or higher learning during the **Policy** period.

**Chinese Doctor** shall mean a registered herbalist, acupuncturist and bonesetter licensed to practice chinese medicine under applicable laws and acting within the scope of his/her license and training. The attending Chinese Doctor must not be **You**; or **Your** business partner or **Your** employee; or a person who is related to **You** in any way.

**Civil Unrest, Riot or Commotion** means a gathering of persons (organized or unorganized) in disturbance of the public peace with the presence of violence, threats of violence, or the action of any lawfully constituted authority to suppress or attempt to suppress any such gathering.

**Common Carrier** shall mean any land or water conveyance or any fixed-wing aircraft operated by an airline, duly licensed for regular transportation of fare paying passengers, and operating on fixed routes and schedules. It does not mean taxis, cruises or any such conveyance if chartered or arranged as part of a tour, even if such services are regularly scheduled.

**Country of Residence** shall mean the country to which **You** reside permanently and are granted rights of citizenship or permanent residency or working permit by the relevant governmental authorities.

**Disability or Disablement** shall mean each of, or any of, Permanent Disablement that results solely, directly from an Injury and independently of all other cause and which occurs within 365 days of the Accident in which such **Injury** was sustained.

**Doctor** shall mean a qualified and registered medical practitioner licensed to practice western medicine under applicable local laws and acting within the scope of his/her licensing and training. The attending **Doctor** must not be **You**, **Your Immediate Family Member**, **Your** business partner, **Your** employer or employee.

**Effective Date** means the commencement or reinstatement date of insurance as specified in the Policy Schedule or endorsement in respect of the Insured Person.

**Golfing Equipment means** golf clubs and golf bags.

**Hospital** means a place that holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more Doctors available at all times; provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

**Hospitalization or Hospitalized** shall mean admission in a **Hospital** as a registered patient and upon the recommendation of a **Doctor**, the stay is extended beyond 8 hours or overnight and for which the **Hospital** makes a charge for room and board to **You** for the treatment of **injury or Illness**.

**Immediate Family Member** shall mean legal spouse, child, son in-law, daughter in-law, parent, parent in-law, grandparent, grandparent in-law, grandchild, brother, sister, brother in-law, sister in-law.

**Injury** shall mean bodily Injury caused by an Accident solely and independently of any other causes within 365 days from the date of such Accident.

**Illness** shall mean a physical condition marked by a pathological deviation from the normal healthy state.

**Medical Expenses** shall mean the necessary and reasonable expenses incurred within 365 days of sustaining Injury and paid by **You** to a **Doctor** or **Chinese Doctor, Hospital** and/or service for medical, surgical, X-ray or nursing treatment including the cost of medical supplies and ambulance hire.

All treatment and services including medicines must be customary for the treatment of the condition **You** have and cannot be experimental or elective.

**Major Travel Event** means

- a) Natural Disaster;
- b) Epidemic or pandemic as declared by the World Health Organization;
- c) major industrial accident;
- d) Civil Unrest, Riot or Commotion resulting in cancellation of scheduled Common Carrier services or in a relevant government warning against non-essential travel;
- e) Strike resulting in cancellation of scheduled Common Carrier services; or
- f) Any event leading to airspace or multiple airport closures.

**Medically Necessary** Means those services or supplies which are provided by **Hospital, Doctor** or other approved Provider that are required to identify or treat an Disability and which, are determined by being:

- a) Consistent with the symptom, or diagnosis and treatment of any Illness contracted or **Injury** sustained; and
- b) Appropriate with regard to standards of accepted professional practice; and
- c) Not solely for the Insured's convenience, the **Doctor's** convenience or any other Provider's convenience; and
- d) The most appropriate supply or level of service which can be provided.

**Mountaineering** shall mean the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Natural Disasters** shall mean extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornados), fires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned above.

**Natural Catastrophe** shall mean typhoon, hurricane, earthquake and tsunami.

**Opportunistic Infection** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

**Overseas** shall mean beyond the territorial limits of Malaysia.

**Permanent** shall mean lasting twelve (12) consecutive calendar months from the date of Injury and at the expiry of that period being beyond any reasonable hope of improvement.

**Policyholder** shall mean the person who purchased the Policy and as specified in the Policy Schedule.

**Policy Schedule** shall mean the document issued as proof of insurance which gives details such as, but not limited to, **Insured Person(s), Policy period, Benefits**, premiums, limits of liability, **Deductibles**, attached to and forming part of the **Policy** and duly signed by **Us**.

**Pre-Existing Condition** shall mean any condition which the **Insured Person** received medical care, advice for treatment, diagnosis, consultation or prescribed drugs within 365 days preceding the date that the Insured Person became insured under this **Policy**, or a condition for which medical advice or treatment was recommended by a **Doctor** within 365 days preceding the date that the Insured Person became insured under this Policy.

**Professional Sports** shall mean any sport for which **You** receive, as a result of **Your** direct participation in the sport, any fee or financial reward which is Your primary source of income.

**Reasonable and Customary Medical Expense** shall mean charges for treatment, supplies or medical services which are medically necessary to treat **Your** condition and do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality, for a person of similar gender and age, and for a similar Disability where the expense is incurred and does not include charges that would not have been made if no insurance existed. All the treatment should be prescribed by a **Doctor**.

**Strike** shall mean any organized, willful refusal by any worker or employee to continue working to register a protest, or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of such act.

**Total Disablement** means Injury of a Permanent nature which solely and directly totally disables and prevents an Insured Person from attending to any business or occupation (of any and every kind) or if he has no business or occupation, from attending to his usual duties.

**Travel Assistance company** shall mean Asia Assistance Network (M) Sdn Bhd, Malaysia, a travel assistance company, contracted by Pacific Insurance Berhad, which comprises of a worldwide team of medical professionals and insurance specialists who are available twenty-four (24) hours a day for advice and assistance during medical emergencies and any associated problems faced by You outside Your Usual Country of Residence.

**Serious Injury or serious illness** shall mean Injury or Sickness which requires treatment by a Doctor and which results in You or such member of the Family Plan being certified by that Doctor as unfit to travel or continue with Your or their original Trip and being dangerous to life and which results in Your discontinuation or cancellation of Your Trip.

**Sickness** shall mean any noticeable change in **Your** physical health due to a medical condition contracted, commencing or manifesting whilst Overseas during the period of **Your Trip** in which **You** seek the care of a **doctor** to treat the sickness for which the claim is made provided the sickness is not a Pre-existing Medical Condition and the nature of the sickness is not excluded from this **Policy**. For the purpose of Trip cancellation and curtailment sections, "Sickness" means any noticeable change in Your physical health due to a medical condition contracted, commencing or manifesting before travelling Overseas in which You seek the care of a **doctor** to treat the sickness for which the claim is made provided the sickness is not a **Pre-existing** Medical Condition and the nature of the sickness is not excluded from this **Policy**

**Trip** shall mean an **overseas** journey undertaken under a Per **Trip Policy** or an **Annual Multi-Trip Policy**.

For Per Trip Policy, Trip shall mean an **Overseas** journey that does not exceed 182 consecutive days and for which cover shall commence from:

- a) In respect of **Travel Cancellation** section of the **Policy**: the **Policy issuance date** or as specified under the applicable Section; and
- b) In respect of all other Sections at the later of the departure date shown on the Policy Schedule or the time of departure from Malaysia to travel to the intended destination(s) Overseas; and
- c) Shall continue until the earlier of:
  - i) Your arrival in Malaysia;
  - ii) the expiry date shown in Your Policy Schedule.

For Annual Multi-Trip Policy, Trip means an **Overseas** journey that does not exceed 90 consecutive days for each trip and for which cover shall commence from:

- a) in respect of **Travel cancellation** section of the **Policy**: the Policy issuance date or as specified under the applicable Section;
- b) and in respect of all other Sections at the later of the Policy issuance date or the time of departure from Malaysia to travel to the intended destination(s) Overseas; and
- c) shall continue until the earlier of:
  - i) Your arrival in Malaysia;
  - ii) the expiry date shown in Your Policy Schedule.

**Usual, Customary and Reasonable Medically Necessary Expenses** mean a charge which is made for treatment, supplies or medical services medically necessary to treat the Insured Person's condition; does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.

**War** shall mean war and any war like activities, whether declared or not, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Our/Us** means **The Pacific Insurance Berhad**.

**You/Your/Yours/ Insured person(s)** means the **Policyholder** or any person insured under the **Policy** as listed in the **Policy Schedule**.

**PERSONAL ACCIDENT BENEFIT**

**SECTION 1 – PERSONAL ACCIDENT**

**1.1 Accidental Death**

In the event of an **Injury** occurring during the **Trip**, resulting in **Your** accidental death, **We** will pay up to the sum insured shown in the **Policy Schedule**. The death should occur within twelve (12) consecutive months from the date of the **Accident**.

In the event of death, **we** will reimburse the funeral expenses incurred abroad, up to the amount mentioned in the **Policy Schedule**

**1.2 Permanent Disablement**

In the event of an Injury occurring during the **Trip**, resulting in **Your Permanent Disablement**, **We** will pay a percentage of the sum insured shown in the **Policy Schedule**, as stated in the compensation table below.

The **Permanent Disablement** must occur within twelve (12) months from the date of the **Accident**.

This **Policy** will insure the Insured Person in respect of the following losses per the percentage of the Sum Insured or an amount as stated, in accordance with the defined Injury, resulting in: -

<u>Event of Loss</u>	<u>Compensation % of Sum Insured</u>
1. Permanent Total Disablement	100%
2. Loss of or the permanent total Loss of Use of one limb or two limbs	100%
3. Permanent total Loss of Sight of one eye or both eyes	100%
4. Loss of or the Permanent total Loss of Use of one limb and Loss of Sight of one eye	100%

**Compensation**

- a) If more than one loss specified in the above table results from any one **Accident**, the total indemnity payable herein is established by adding the indemnities corresponding to each single loss and shall not exceed the maximum principal sum insured shown in the **Policy Schedule**.
- b) We shall in Our absolute discretion determine the Percentage payable for any Permanent Disablement not otherwise provided above;

**Definitions**

In addition to the general definitions listed in this **Policy**, the following definitions are applicable for this Benefit.

**Permanent Partial Disablement** shall mean a Permanent partial Loss of physical function or anatomical **Loss of Use** of a body part, which is beyond any reasonable hope of improvement upon the diagnosis from a **Doctor**.

**Permanent Total Disablement** shall mean the Permanent inability to engage in each and every usual business or employment for compensation or profit for which **You** are reasonably qualified by education, training or experience.

### **Exclusions**

In addition to the general exclusions listed in this **Policy** this **Benefit** shall not cover loss caused directly or indirectly, wholly or partly by:

1. Any infection (except pyogenic infections occurring as a direct result of covered **Injury**) regardless of the manner in which they are contracted, or any other kind of **Sickness**
2. Medical or surgical treatment except as may be necessary solely as a result of **Injury**.

## **SECTION 2 – CHILD EDUCATION BENEFIT**

In the event of an **Injury** occurring during the **trip** resulting in **Your** accidental death, and **You** have a Dependent Child who, at the time of the **Injury** occurring, is enrolled as a full-time student in a recognized institution of higher learning, We will pay to **Your** child's legal guardian, the amount shown in the **Policy Schedule**.

## **MEDICAL BENEFITS (ACCIDENTAL AND SICKNESS)**

### **SECTION 3 – MEDICAL & OTHER EXPENSES**

#### **3.1 Accident and Sickness Medical Reimbursement**

In the event of an **Injury or sickness** occurring during the **trip**, We will reimburse **You** the **Reasonable and Customary Medical Expense** incurred within twelve (12) consecutive months from the date of the **Accident or sickness** for such medical treatment, up to the amount shown in the **Policy Schedule**, subject to the **Deductible** for covered medical expenses incurred by **You**.

Covered medical expenses: expenses incurred by **You** for medical services and supplies which are recommended by the **Doctor**. They are:

- a) The services of a **Doctor**;
- b) During **Hospitalization** a daily room and board charge and general nursing care provided and charged by the **Hospital**;
- c) Anesthetics used during inpatient **Surgery** (including administration);
- d) Pre-admission Diagnostic and Lab tests, x-ray examinations, Cat-scans and Magnetic resonance imaging (MRI);
- e) Prescription Drugs and therapeutic services and supplies;
- f) Surgical treatment and use of operating room;
- g) **Physiotherapy** treatments; and
- h) Dental treatment resulting from **Injury** sustained to sound natural teeth, subject to dental sub-limit as shown in the **Policy Schedule** of liability, if any.

### **Exclusions**

In addition to the general exclusions listed in this **Policy** this **Benefit** shall not cover:

- a) Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof; or
- b) Medical expenses covered under any workers' compensation or similar **Policy**; or
- c) Any chiropractic treatment or acupuncture treatment, unless traditional Chinese medicine is covered as part of the **Policy**

### **Definitions**

In addition to the general definitions listed in this **Policy**, the following definitions are applicable for this **Benefit**.

**Physiotherapy** treatments shall mean any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a **Doctor**.

#### **3.2 Follow up treatment for Injury or Sickness sustained while on overseas trip**

In the event of an **Injury or sickness** occurring during the **overseas trip**, We will reimburse **You** the **Reasonable and Customary Medical Expense** incurred within thirty (30) days upon **your** return to Malaysia from Overseas trip for such medical treatment or follow up medical treatment, up to the amount shown in the **Policy Schedule**, subject to the **Deductible** for covered medical expenses incurred by **You**.

If prior medical treatment has not been sought Overseas, **You** must seek medical treatment in Malaysia within 2 days from the date of return to Malaysia. If the sickness is H1N1 flu, dengue fever, Severe Acute Respiratory Syndrome (SARS), Avian flu or any **Sickness** which a doctor certifies, was sustained while Overseas but symptoms would not manifest within 2 days from the date of return to Malaysia, **You** must seek medical treatment in Malaysia within 7 days from the date of return to Malaysia.

#### **3.3 Funeral Expenses**

In the event of death, we will reimburse the funeral expenses incurred abroad, up to the amount mentioned in the **Policy Schedule**.

### **SECTION 4 – ALTERNATIVE MEDICINE**

In the event of an **Injury** occurring during the **Trip**, We will reimburse **You** the **Reasonable and Customary Medical Expense** incurred towards treatment by a registered traditional Chinese medicine practitioner, osteopath, physiotherapist and/or chiropractor, within twelve (12) consecutive months from the date of the **Accident** for such medical treatment, up to the amount shown in the **Policy Schedule**, subject to the **Deductible** for covered medical expenses incurred by **You**. Provided treatment is first sought from a Medical Practitioner in the first instance,

This benefit exclude treatment prescribed by someone who is the Insured Person himself/herself or an immediate Family Member of the Insured Person

**NOTE:** Your claim must be accompanied with an official payment receipt.

### **SECTION 5 – MEDICAL INCONVENIENCE BENEFIT**

In the event of an **Injury or Sickness** occurring during the **Trip**, resulting in **Your Hospitalization** which is medically necessary and recommended by a **Doctor**, We will, pay the amount, in addition to the any medical expenses incurred under Section 3 of this policy, up to the amount shown in the **Policy Schedule** subject to any applicable **Deductible**.

Successive confinements as an inpatient caused by or attributable to the same **Injury or sickness** are considered to be part of the same period of confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 days.

**NOTE:** Documentation must be submitted to confirm the date and time of admission and discharge.

### **SECTION 6 – COMPASSIONATE VISITATION**

#### **6.1 Hospitalization**

In the event **You** are **Hospitalized** during a **Trip** for more than 5 consecutive days due to an **Injury or Sickness** sustained whilst **Overseas** and it is not judged medically appropriate to move **You** to another location or to return **You** to Malaysia for medical treatment,

and no adult member is with **You**, We will pay, up to the amount shown in the **Policy Schedule**, the following:

- a) Reasonable travel expense (economy class airfare, rail or sea transport fare) necessarily incurred by one **Immediate family member** departing from Malaysia to the place where **you** are Hospitalized; and
- b) Reasonable hotel accommodation expenses, necessarily incurred by the **immediate family member** to visit and stay with **You** for the duration of **Your** Hospitalization.

In the event **You** are **Hospitalized** during a **Trip** for more than 5 consecutive days due to an **Injury** or **Sickness** sustained whilst **Overseas** and it is not judged medically appropriate to move **You** to another location or to return **You** to Malaysia for medical treatment, and an adult member is present with **You**, We will pay, up to the amount shown in the **Policy Schedule**, the following

- a) Resulting administrative charges for postponement of return travel to Malaysia; and
- b) Reasonable hotel accommodation expenses necessarily incurred by the adult member of **Your immediate family member** to stay with **You** for the duration of **Your** Hospitalization. For the avoidance of doubt, the accommodation expense will only be covered from the 6<sup>th</sup> day of **Your** Hospitalization.

No coverage will be provided under this Section if **Your immediate family member** becomes entitled to a refund of all or part of such expenses from another source, including under any other existing insurance **policy** or under Travel Curtailment Section of this **Policy**.

## 6.2 Death of Named Insured

In the event of **Your** death due to an Accident or Sickness whilst on **Overseas Trip** and no adult member of **Your** family was present at **Your** death, **We** will reimburse, up to the amount shown in the **Policy Schedule**, the reasonable travel (economy class airfare, rail or sea transport fare) and hotel accommodation expenses incurred by one **immediate family member** to assist in the final arrangements at **Your** destination.

This **Policy** will only pay for a claim either under this section or under Hospitalization Section, but not both.

## SECTION 7 – CHILD CARE BENEFIT

In the event **You** are **Hospitalized** whilst on **Overseas Trip** and there is no adult to accompany the **child/children** who is/are below 18 years old who has/have travelled with **You** Overseas, **We** will pay, up to the amount shown in the **Policy Schedule**, the reasonable travel (economy class airfare, rail or sea transport fare) and hotel accommodation expenses for one **immediate family member** to accompany the child/children back to Malaysia.

## SECTION 8 – EMERGENCY MEDICAL EVACUATION

When as the result of **Injury** or **Sickness** commencing while **You** are on an **Overseas Trip** and if in **Our** opinion or in the opinion of our **Travel Assistance Company**, it is judged medically appropriate to move **You** to another location or to return **You** to Malaysia for medical treatment, our **Travel Assistance Company**, will arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of **Your** condition. We will pay the **Travel Assistance Company** directly for the covered expenses for such evacuation, up to the relevant Benefit amount specified in the **Policy Schedule**.

The means of evacuation arranged by the **Travel Assistance Company** may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by **Travel Assistance Company**, and will be based solely on medical necessity.

Covered expenses are expenses for services provided and/or arranged by **Travel Assistance Company** for **Your** transportation and shall include medical services and medical supplies necessarily

incurred as a result of the emergency medical evacuation.

## Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for:

- a) any expenses incurred for services provided by another party for which **You** are not liable to pay, or any expenses already included in the cost of a scheduled Trip, including but not limited to the unutilized portion of the return air ticket for the scheduled Trip; and/or
- b) any expenses for a service not approved and arranged by **Travel Assistance Company**, unless **We** decide that such expenses were necessarily incurred and for reasons beyond the control of **You**, **Your Immediate family member** or Travel Companion, **Travel Assistance Company** could not be contacted during the emergency. In any event, **We** reserve the right to reimburse **You** only for those expenses incurred for services which the **Travel Assistance Company** would have provided under the same circumstances and up to the limit specified in the **Policy Schedule**.

## SECTION 9 – REPATRIATION

When as the result of **Injury** or **Sickness** commencing while **you** are on an **overseas trip**, **you** suffer death within 30 days from the date of the **Injury** or commencement of the **Sickness**, the **Travel Assistance Company** will make the necessary arrangements for the return of **your** mortal remains to Malaysia. **We** will also pay the associated reasonable expenses necessarily incurred **overseas** for services and supplies provided by the mortician or undertaker, including but not limited to the cost of a basic casket, embalment and cremation if so elected. This will not include expenses related to religious ceremony or rites.

**We** will pay the **Travel Assistant Company** directly for the covered expenses for such repatriation, up to the relevant Benefit amount specified in the **Policy Schedule**.

All arrangements for the repatriation must be approved and arranged through **Travel Assistance Company** unless making such arrangements through **Travel Assistance Company** was not possible in the circumstances due to reasons beyond **Your** estate's control and any alternative arrangements are deemed reasonable by **Us**.

## Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for:

- a) any expenses incurred for services provided by another party for which **You** are not liable to pay, or any expenses already included in the cost of a scheduled Trip including but not limited to the unutilized portion of the return air ticket for the scheduled Trip; and/or
- b) any expenses incurred for the transportation of **Your** remains not approved and arranged by **Travel Assistance Company**.

## PERSONAL LIABILITY

### SECTION 10 – PERSONAL LIABILITY

**We** will indemnify **You**, up to the limit specified in the **Policy Schedule**, for legal liability to a third party arising during the **Trip** as a result of:

- a) death or **Injury** to any third party; or
- b) Accidental loss of or damage to property of any third party.

## Exclusions

In addition to the General Exclusions listed in this **Policy**, No benefits will be provided for:

- a) property belonging to a member of **Your** family or employer or deemed by law to be **your** employee;
- b) liability to any person who is a member of **Your** family or employer or deemed by law to be **your employee**;
- c) property belonging to **You** or in **your** care, custody or control;

- d) any liability assumed under contract;
- e) liability arising directly or indirectly from, in respect of, or due to **Your** willful, malicious or unlawful acts;
- f) liability arising directly or indirectly from, in respect of, or due to the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- g) liability arising directly or indirectly from, in respect of, or due to ownership or occupation of land or buildings (other than occupation only of any temporary residence);
- h) liability arising directly or indirectly from, in respect of, or due to the undertaking or pursuit of any trade, business or profession;
- i) liability arising directly or indirectly from, in respect of, or due to any criminal acts;
- j) legal costs resulting from any criminal proceedings;
- k) **Your** participation in any motor rallies, or car, motorcycle, boat or aerial racing;
- l) judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia; and/or
- m) punitive, aggravated or exemplary damages.

As a condition precedent to Our liability, **You** must not make any offer or promise of payment or admit any liability or fault to any other party, or become involved in any litigation without **our** written approval.

## TRAVEL INCONVENIENCES

### SECTION 11 – LOSS OF DEPOSIT OR TRIP CANCELLATION

- (A) If **Your** Trip is cancelled due to any of the following unexpected events occurring within 30 days (except item c below) before the date of departure of the **Trip**:
- a) **Major Travel Event** that prevents **You** from travelling to **Your** main destination(s) as outlined in **Your** Trip itinerary;
  - b) death or **Serious Injury** or Serious Sickness or compulsory quarantine of **You** or **Your** Immediate family member or Travel Companion;
  - c) serious damage to **Your** permanent place of residence in Malaysia arising from **Natural Disasters** occurring after the issue date of the **Policy** and within 1 week before the date of departure and which requires **You** to be present at the permanent place of residence on the date of departure; or
  - d) witness summons.

**We** will pay up to the limit specified in **the Policy Schedule**, for the resulting loss of travel and/or accommodation expenses paid in advance by **You** for which **You** are legally liable and which are not recoverable from any other source.

- (B) Alternatively, if the Trip is cancelled due to an unexpected **death** of an **Immediate family member** or Travel Companion occurring within 30 days before the date of departure of the **Trip** and as a result, **You** are unable to travel, **We** will pay any replacement administrative expenses incurred in respect of the change of traveler made before the commencement of the **Trip** subject to the limits specified in the **Policy Schedule**. Such replacement administrative expenses are paid by **Us** as an alternative to (A) above and there will be no further payment by **Us** for any travel losses or accommodation expenses.

### Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for any loss or expenses:

- a) caused directly or indirectly by government regulations or control;
- b) caused by cancellation by the Common Carrier or any other provider of the travel and/or accommodation;
- c) that is covered by any other existing insurance scheme or government program;
- d) which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation;
- e) should this insurance be purchased less than 14 days before the date of departure (date of departure inclusive) (with the exception of **Your** death or the death of **Your Immediate family member** or Travel Companion caused by an Accident);
- f) that results from a Major Travel Event which was publicly known at the time **You** booked **Your** Trip or purchased this insurance, whichever occurs last; and/or

- g) being compensation for any air miles or holiday points **You** used to pay for the Trip in part or in full.

In a Per **Trip Policy**, once an Insured Person under the Individual Plan or a Family Plan cancels the Trip and a claim is made for Travel Cancellation under the **Policy**, the **Policy** immediately terminates upon such cancellation of the Trip. For the avoidance of doubt, the **Policy** continues to have force and effect with regards to other Insured Persons in a Family Plan who continue with the Trip.

**N.B.** This **Policy** will only pay for any claim under any one of Sections namely **Trip cancellation** or **Trip curtailment**, for the same event but not for more than one of the Sections.

### SECTION 12 – TRIP CURTAILMENT

If **Your** Trip is disrupted and **You** have to shorten **Your Trip** and return directly to Malaysia from Overseas:

- a) due to **Major Travel Event** which prevents **You** from continuing with **Your** scheduled **Trip**;
- b) because **You** suffer Serious Injury or Serious Sickness and receive medical advice to do so;
- c) because the aircraft on which **You** are on board as a passenger is hijacked;
- d) due to the unexpected death or **Injury or Sickness** of **Your Immediate family member** or Travel Companion, or

If **Your** Trip is disrupted and **You** have to return directly to Malaysia from Overseas:

- a) due to quarantine upon medical advice which prevents **You** from continuing with **Your** scheduled **Trip**; or
- b) due to **You** or **Your Immediate family member** being under **Hospital Confinement** whilst **Overseas** for more than 5 days consecutively or where such Hospital Confinement is for less than 5 days, upon medical advice against travelling, thus resulting in **You** being unable to return to Malaysia in accordance with **Your** scheduled Trip.

**We** will pay, up to the limits specified in the **Policy Schedule**, for:-

- a) any additional air, land or sea travel (economy class fare whenever possible) expenses incurred as a result (where the original travel ticket can be amended at a lower cost than the purchase of a new ticket, the original travel ticket should be amended); and/or
- b) pay for additional accommodation expenses incurred as a result; and/or
- c) any loss of travel and/or accommodation expenses paid in advance by or forfeited from **You** after the commencement of the **Trip** as a result of any of the above stated reasons, less any refund that may be obtained by **You**.

### N.B.

- a) This coverage is effective only if this insurance is purchased before **You** became aware of any circumstances set out below which could lead to the disruption of **Your Trip**.
- b) This Policy will only pay for any claim under any one of Sections namely **Trip cancellation** or **Trip curtailment**, for the same event but not for more than one of the Sections.

### SECTION 13 – TRAVEL DELAY

In the event that the scheduled **Common Carrier** in which **you** had arranged to travel while on a **trip** is delayed for a minimum of 6 hours, from the time specified in the itinerary supplied to **you** due to a **Strike** or industrial action, adverse weather condition, mechanical breakdown/derangement and/or a structural defect of the **Common Carrier**, **We** will pay the amount as mentioned in the **policy schedule** for every full 6 hours as mentioned in the **policy schedule**.

### Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not be liable for:-

- a) Any loss caused directly or indirectly by a cancellation caused by the **Common Carrier**;
- b) Any loss that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel

- and/or accommodation;
- c) Any loss arising from **you** failure to check in according to the itinerary supplied to **you**, and failure to obtain written confirmation from the **Common Carrier** or their handling agents of the number of hours delayed and the reason for such delay; and/or
- d) Any **Strike** or industrial action existing on the date the **Overseas Trip** is arranged.

This Policy will only pay for any claim under any one of the Travel delay or Rerouting of Flight Sections for the same event but not for more than one of the Sections

#### SECTION 14 – TRAVEL OVERBOOKED

In the event that **You** fail to board the aircraft whilst Overseas due to overbooking of the flight in which a confirmed reservation had been received from the airline and no alternative transportation is made available to **You** within 6 consecutive hours **We** will pay the amount as mentioned in the **policy schedule** for every full 6 hours. This benefit is payable only once for each **Trip** out of Malaysia.

The overbooked flight details to be obtained by **You** must be verified in writing by the operator(s) of the Common Air Carrier or their handling agent(s).

This Policy will only pay for any claim under any one of the Travel misconnections or flight overbooked Sections for the same event but not for more than one of the Sections

#### SECTION 15 – TRAVEL MISCONNECTION

In the event that **Your** confirmed onward travel connection whilst Overseas is missed at the transfer point due to the late arrival of **Your** incoming confirmed connecting scheduled Common Carrier, or any land, water or air conveyance operating under a valid license in the country that **You** are in which is chartered or arranged as part of a tour (but always excluding taxis and/or private cars), and no onward transportation is made available to **You** within 6 consecutive hours on **Your** arrival, **We** will pay the amount as mentioned in the **policy schedule**. This benefit is payable only once for each Trip out of Malaysia.

#### Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not be liable for any claim arising directly or indirectly from, in respect of or due to any of the following:-

- Any loss arising from **you** failure to check-in according to the itinerary supplied to **you**,
- Any loss that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

This Policy will only pay for any claim under any one of the Travel misconnections or flight overbooked Sections for the same event but not for more than one of the Sections

#### SECTION 16 – REROUTING OF FLIGHT

In the event that whilst traveling on a scheduled flight, **Your** flight is diverted due to a **Major Travel Event** or adverse weather conditions, actual or suspected mechanical breakdown/derangement or structural defect of the air conveyance **You** are traveling in, which prevents **You** from continuing **Your** Trip as scheduled and **You** are delayed from arriving at **Your** planned destination by at least 6 consecutive hours, **We** will pay the amount as mentioned in the **policy schedule**.

**We** will not pay for any rerouting of flight that results from a Major Travel Event or adverse weather condition which was publicly known at the time **You** booked **Your** Trip or purchased this insurance, whichever occurs last.

This Policy will only pay for any claim under any one of the Travel delay or rerouting of flight Sections for the same event but not for more than one of the Sections.

#### SECTION 17 – MISSED DEPARTURE

**We** will reimburse **You** up to the amount stated in the **Policy Schedule** for necessary hotel and travelling expenses incurred, if the car/train/bus **You** are travelling in is involved in an accident, resulting in **You** arriving late to commence **Your** booked journey from **Your** home.

**You** are not covered:

- If insufficient time has been allowed for **Your** journey;
- If **You** are not proceeding directly to the departure point;
- Failure of the public transport services arising from strike or industrial action which commenced or was announced before the date of departure.

#### SECTION 18 – PERSONAL PROPERTY

##### 18.1 Loss and/or damage of Personal Baggage (including golf equipment)

**We** will pay **You**, up to the amount stated in the **Policy Schedule**, for loss of or damage sustained while on **Overseas trip** to personal baggage taken or purchased where such loss or damage is due to circumstances beyond **Your** control at the planned destination including Natural Disasters. This includes compensation for **Your** clothing and personal effects which are stored in the personal baggage that is lost or which are worn or carried on **You**. All items must be owned by **You** or in **Your** custody or which is loaned or entrusted to **You**.

In the event any of **Your** article of personal baggage is proven to be beyond economical repair, a claim under this **Policy** will be treated as if the article had been lost.

A pair or set of items is treated as one item (e.g. a pair of shoes, a camera and its accompanying lens and any accessories even if purchased separately and are of different brands, a set of diving gear and any accessories even if purchased separately and are of different brands).

**We** may, at **Our** sole discretion and option, make payment or reinstate or repair the damaged personal baggage.

All claim settlements will be subject to due allowance for wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased less than 1 year from the date of the incident if **You** can produce supporting documents (i.e. original receipts or original warranty cards) for claims.

The loss must be reported to the police or relevant authority such as hotel and airline management or other service provider having jurisdiction at the place of the loss within 24-hours of the incident. Any claim must be accompanied by written documentation from such authorities. **You** must take every possible step and reasonable precaution to ensure:-

- that **Your** baggage or personal effects are not left unattended in a Public Place; and
- the safety of all personal property and baggage.

Claims that result from **You** losing **Your** baggage or it being damaged while being held by an airline or service provider should be made to the airline or service provider first. Any payment under this **Policy** shall be made upon proof of compensation received from the airline or service provider or where such compensation is denied, proof of such denial.

#### Exclusions

In addition to the General Exclusions listed in this **Policy**, **We** will not be liable for:

- the following classes of property which are excluded from coverage: animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, boards or toboggans, fruits, perishables and consumables, household effects, antiques, artifacts, paintings, objects of art, computers (including handheld computers, software and accessories with the exception of Laptop Computers as provided herein above), manuscripts, Jewellery, gem stones, watches, contact or corneal lenses, securities, musical instruments, bridges for tooth or teeth, dentures;

- b) loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon resulting in such loss or damage;
- c) loss or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risk of contraband or illegal transportation or trade;
- d) loss or damage to property insured under any other insurance **policy**, or reimbursed by any other carrier, hotel or any other party;
- e) loss or damage to **Your** baggage sent in advance, mailed or shipped separately;
- f) loss or damage to **Your** baggage left unattended in any Public Place;
- g) loss or damage resulting from **Your** failure to take due care and precaution for the safeguard and security of such property;
- h) loss of or damage resulting from **Your** willful act, omission, negligence or carelessness;
- i) loss of or damage arising from confiscation or retention by customs or other officials;
- j) loss or damage of business goods or samples or equipment of any kind;
- k) loss of or damage to data recorded on tapes, cards, discs or otherwise;
- l) loss of or damage to cash or cash equivalents, bank notes, casino chips, vouchers, cash card, stored value Transit Card, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of credit cards, Identity Cards (IC) and driving licenses, travel documents except as provided for in Section 18.3;
- m) loss of damage or derangement or breakage of fragile or brittle articles; and/or
- n) loss or damage resulting from mysterious disappearance of such property.

#### **Damage/Loss of Golfing Equipment**

**We** will pay **You**, up to amount mentioned in the **policy schedule** for loss of or damage sustained during the **Trip to Golfing Equipment** taken or purchased provided that such event giving rise to the loss or damage occurs in a Public Place and is due to circumstances beyond **Your** control. The **Golfing Equipment** must be owned by **You** or in **Your** custody or which is loaned or entrusted to **You**. **We** will not be liable for more than the limit applicable as per the policy schedule, in respect of any one article or pair or set of articles.

If as a result of any damage, the **Golfing Equipment** is proven to be beyond economical repair, **We** will treat a claim under this **Policy** as if the article had been lost. **We** may, at **Our** sole discretion and option, make payment or reinstate or repair the Golfing Equipment.

All claim settlements will be subject to due allowance for wear and tear and depreciation.

The loss must be reported to the police or relevant authority such as hotel and airline management or other service provider having jurisdiction at the place of the loss within 24-hours of the incident. Any claim must be accompanied by written documentation from such authorities.

**You** must take every possible step to ensure that **Your** Golfing Equipment is not left unattended in a Public Place and is safe at all times.

Claims that result from **You** losing **Your** Golfing Equipment or it being damaged while being held by an airline or service provider should be made to the airline or service provider first. Any payment under this **Policy** shall be made upon proof of compensation received from the airline or service provider or where such compensation is denied, proof of such denial.

#### **Exclusions Applicable to Golfing Equipment**

**We** will not be liable for:

- a) Loss of or damage to golf balls and clubs whilst actually in the course of play or practice.

- b) Loss of or damage due to wear and tear or damage due to any process of repair or while being worked upon resulting therefrom.
- c) Loss of or damage resulting from willful act or negligence on **your** part.
- d) Loss of or damage arising from confiscation or retention by customs or other officials.
- e) Loss or damage covered by any other **Policy**.

#### **18.2 Baggage Delay**

In the event that the scheduled **Common Carrier** in which **you** had arranged to travel while on a **trip** is delayed for a minimum of full 6 hours as mentioned in the policy schedule, from the time specified in the itinerary supplied to **you** due to a **Strike** or industrial action, adverse weather condition, mechanical breakdown/derangement and/or a structural defect of the **Common Carrier**, **We** will pay the amount as mentioned in the **policy schedule** for every consecutive full 6 hours as mentioned in the **policy schedule**.

In the event the checked-in baggage accompanying **You** has been delayed, misdirected or temporarily misplaced by the carrier, **We** will pay up to the amount mentioned in the **policy schedule** for every full 6 consecutive hours of delay after **Your** arrival at the baggage pick-up point in the scheduled destination Overseas during the **Trip** or after reaching Malaysia at the end of **your trip**. For the avoidance of doubt, the amount stated under this Section is based on each claim and not on each piece of baggage. A Property Irregularity Report or equivalent report issued by the **Common Carrier** is required indicating the date and time of loss and the date and time the baggage was delivered to **you**.

#### **18.3 Travel Documents**

**We** will pay **You**, upto the amount mentioned in the **policy schedule**, for the cost of obtaining, whilst on **Overseas trip**, replacement passports, travel tickets and visa, if any, which have been lost as well as additional travel expenses and hotel accommodation incurred whilst on **Overseas trip**, to replace such lost travel documents. Such loss must be due to robbery, burglary, theft or Natural Disasters whilst Overseas.

Where replacement passports which have been lost whilst on Overseas trip are to be obtained upon **Your** return to Malaysia, **We** will pay **You**, up to the limit specified in the Selected Plan under Section 18.3, only for the cost of obtaining such passports excluding any transport or other incidental costs incurred in Malaysia.

#### **18.4 Personal Money**

If as a result of robbery, burglary, theft or **Natural Disasters** **You** experience a loss of cash, travellers' cheques or banknotes which were on **your** person, or properly secured in a locked safe or strongroom or under **your** active supervision when the event occurs during a **Trip**, **We** will pay for the actual loss up to the amount mentioned in the **policy schedule**, provided that such loss is reported to the police or relevant authority having jurisdiction at the place of the loss no later than 24-hours after the incident. Any claim must be accompanied by written documentation from the police or such other authorities.

#### **Exclusions**

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for any shortage due to exchange rate or depreciation in value and for loss of travellers' cheques not immediately reported to the local branch or agent of the issuing authority.

### **SECTION 19 – LOSS OF CREDIT CARD**

If **You** suffer financial loss whilst on **Overseas trip** due to unauthorized charges being made from **Your** Payment Card, **We** will reimburse **You** for such unauthorized charges, the amount mentioned in the **policy schedule**, if:

- a) such unauthorized charges were made Overseas with **Your** Stolen Payment Card; or
- b) **Your** Payment Card was not Stolen, but such unauthorized charges were made through any Overseas ATM withdrawal, in-store or online purchases with **Your** Payment Card information; then



- i) in respect of a) above, **We** will reimburse the unauthorized charges incurred 12 hours prior to **Your** first reporting the event to **Your** Payment Card issuer(s); and
- ii) in respect of b) above, **We** will reimburse the unauthorized charges incurred prior to **Your** first reporting the event to **Your** Payment Card issuer(s), or **Us**, or, **Your** Payment Card issuer(s) notifying **You** about the event (whichever occurs first).

Any reimbursement by **Us** under this Section is subject to the following conditions:

- 1) **We** will only pay for such unauthorized charges which **You** are made liable for, under the terms and conditions of **Your** Payment Card;
- 2) **You** must report the theft of **Your** Payment Card to the issuer(s) and to **Us** within 12-hours of discovering that **Your** Payment Card was Stolen or any unauthorized charges were made from it;
- 3) **You** must complete and return any documents including but not limited to claims forms, police reports, demands, notices and any other relevant documents **You** may be asked to provide;
- 4) **You** must comply with all the terms and conditions by which **Your** Payment Card was issued; and
- 5) **Your** Payment Card must be valid and in good standing for coverage to apply.

#### **Exclusions**

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for:-

- a) losses that have occurred prior to the inception of cover or, after the termination of the **Policy**;
- b) losses that result from any business pursuits or, relating to **Your** work or profession;
- c) losses caused by any illegal acts on **Your** part;
- d) losses that **You** have intentionally or deliberately caused;
- e) cash advances made with **Your** Stolen Payment Card;
- f) charges made by a resident of **Your** household, **Your Immediate family member** or Travel Companion or by a person entrusted with **Your** Payment Card;
- g) losses that result from the direct actions of an **Immediate family member** or Travel Companion or actions that a **Immediate family member** or Travel Companion knew of or planned; and
- h) losses due to the order of any government, public authority

#### **SECTION 20 – LOSS OF USE OF ENTERTAINMENT TICKET**

**We** will pay, during the period of insurance, up to the amount mentioned in the **policy schedule**, for the cost of any unused portion of **Your** Entertainment Ticket to be used during a **Trip** which **You** have purchased in advance and which **You** are not able to use;

**We** will only pay for the losses that such losses arise due to the occurrence of the following events that prevent **You** from using **Your** Entertainment Ticket or the benefits redeemed using **Your** Frequent Flyer points:-

- 1) Serious Injury or Serious Sickness suffered by **You** and **You** receive medical advice against attending events using **Your** Entertainment Ticket or the benefits redeemed or completing **Your** booked hotel accommodation;
- 2) the unexpected death or Injury or Sickness of **Your Immediate family member** or Travel Companion;
- 3) a Major Travel Event; or
- 4) quarantine upon medical advice.

For the purpose of this Section:

- (a) "Entertainment Tickets" shall refer to tickets granting admission to theme parks, musicals, plays, theatre or drama performances, concerts and sports events.

#### **Exclusions**

In addition to the General Exclusions listed in this **Policy**, **We** will not be liable for any loss:

- a) arising from a Major Travel Event which was publicly known at

- the time **You** booked the arrangements or purchased this insurance, whichever occurs last; and/or
- b) that has been reimbursed by any other party or is payable under any other Section of the **Policy**.

#### **SECTION 21 – EMERGENCY TELEPHONE CHARGES**

**We** will reimburse **You**, the amount mentioned in the **Policy Schedule**, the telephone charges incurred by use of **Your** or a third party's personal mobile phone or of a phone using a standard LAN Line for the sole purpose of:

- 1) engaging the services of **The Travel Assistance Company** during a medical assistance/emergency, and for which a medical claim has been submitted; or
- 2) engaging the services of **The Travel Assistance Company** to organize calls to **your** Payment Card(s) issuer(s)' to report that **your** Payment Card(s) has been Stolen or lost or that unauthorized charges have been made from **your** Payment Card(s); or
- 3) directly calling your Payment Card(s) issuing bank(s) to report that **your** Payment Card(s) has been Stolen or lost or that unauthorized charges have been made from **your** Payment Card(s), only if **The Travel Assistance Company** is unable to assist **you** in making these calls.

#### **SECTION 22 - RENTAL CAR EXCESS COVER**

##### **Car Rental Excess Charges**

**We** will reimburse **You**, up to the limit mentioned in the **Policy Schedule**, for any excess or deductible which **You** become legally liable to pay in respect of loss or damage caused by an **Accident** to the rental vehicle during a **Trip**. **You** must be either a named driver or co-driver of the rental vehicle.

**We** will only be liable under this Section if the following conditions are satisfied:-

- 1) the rental vehicle must be rented from a licensed rental agency;
- 2) as part of the hiring arrangement, **You** must take up all comprehensive motor insurance against loss or damage to the rental vehicle during the rental period; and
- 3) **You** must comply with all requirements of the rental organization under the hiring agreement and of the insurer under such insurance, as well as the laws, rules and regulations of the country.

**We** will not be liable for:

- a) loss or damage arising from operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country; and/or
- b) loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

#### **SECTION 23 – KIDNAP/HOSTAGE/HIJACKING**

In the event **You** being held as a hostage following kidnap, **We** will pay any ransom demand up to the limit stated in the.

#### **Exclusions**

**We** will not pay any benefit for Loss or Damage due to the following:

- a) **Your** fraudulent, dishonest or criminal acts;
- b) Events, which take place in **Your** country or residence, any country located in Central or Southern America or Africa, or any country in which United Nations armed forces are present and active;
- c) Payment of ransom prior to the kidnapping incident being reported to the Police or relevant authorities
- d) Failure of **You** or any member of **Your immediate family** to cooperate with the policies of relevant authorities.

**You** are covered for a benefit of RM500 each Person of family for every consecutive full 24 hours up to the maximum as per the **Policy Schedule** for the duration of the hijack.

## HOME CARE

### SECTION 24 – HOME CARE BENEFIT

We will, at Our sole discretion and option, either indemnify You or reinstate or repair, the amount mentioned in the **policy schedule**, against physical loss or damage to the Household **Contents**, Jewellery, stamp, coin and/or medal collections, works of art stored within Your permanent place of residence in Malaysia that was left vacant for the full duration of the **Trip** and which loss or damage was caused by fire during the period of insurance but which occurred only after You have actually departed from Malaysia for the **Trip**.

“**Contents**” shall mean household furniture and furnishing, clothing and personal effects belonging to You or to members of Your family or domestic servants permanently residing with You and fixtures and fittings You own (or for which You are responsible) not being landlord’s fixtures and fittings excluding deeds, bonds, bills of exchange, promissory notes, cheques, traveler’s cheques, securities for money, documents of any kind, cash and currency notes.

#### Exclusions

In addition to the General Exclusions listed in this **Policy**, We will not be liable for:

- a) wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- b) any loss or damage occasioned through Your willful act or omission or with Your connivance;
- c) loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- d) any loss or damage where the fire was caused by an electrical or mechanical breakdown (including electrical short-circuit);
- e) consequential loss or damage of any kind;
- f) business or professional use in respect of photographic and sports equipment and accessories and musical instruments;
- g) motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto; and
- h) loss or damage insured under any other insurance **policy**, or reimbursed by any other party.

### SECTION 25 – DOMESTIC PET CARE

We will pay up to the amount mentioned in the **policy schedule** for every full 6 consecutive hours of delay, the amount mentioned in the **policy schedule**, being compensation for such sums which You become legally liable to pay for placing Your cat or dog in a kennel/cattery or pet hotel by reason of the Trip and You are unable to collect the pet on the day as agreed with the kennel/cattery or pet hotel, and this is solely due to the delay of Your final inbound Common Carrier to Malaysia.

You are to provide Us with written confirmation from:

- 1) the Common Carrier stating the reason for the delay and the scheduled and actual departure time of the Common Carrier; and/or
- 2) the kennel/cattery or pet hotel stating the original and actual pick-up dates.

#### Exclusions

In addition to the General Exclusions listed in this **Policy**, We will not pay for a claim under this Section if the reason for the delay was made known or was informed publicly prior to the purchase of this **Policy**.

### GENERAL EXCLUSIONS

The following general exclusions apply to all sections of this **Policy**. In addition to these General Exclusions, please refer to the Specific Exclusions which apply to certain sections of the **Policy**.

The **Policy** does not apply to any claim arising directly or indirectly out of:

1. Any act of **war**, or warlike operations (whether war be declared or not), civil **War**, Civil Unrest, invasion, insurrection, revolution, rebellion, mutiny, hostile acts of sovereign or government entities, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority
2. An Insured Person employed by the Armed or Air Forces, Navy, Police, Fire Service, Civil Defence Forces, or whilst involved in underground work or off-shore work or operations; or whilst driving or riding in any kind of motorized sea, land or air race; or whilst in violation or attempted violation of the law or resistance to arrest.
3. You being engaged in any aerial activity, (except as a fare paying passenger on a regularly scheduled flight on a properly licensed commercial aircraft), or You are a pilot or crew member in any aircraft or ship or cruise.
4. Participation or training in any **Professional Sports**. Active personal participation in activities including but not limited to underground work, offshore work, construction work, work done outside buildings or installation work exceeding 30 feet in height or work that involves heavy machinery, explosives or hazardous materials, or activities of mountaineering, adventure climbing, white water rafting, diving or mining
5. Suicide or attempted suicide or intentional self-inflicted **Injury** or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from Your own criminal act;
6. Any mental, emotional, psychiatric and/or nervous disorders including stress, anxiety or depression, sleep disorders, convalescence of rest care, alcoholism and drug related treatment;
7. Pregnancy, miscarriage (except if miscarriage is caused by an **Accident**), abortion, childbirth, sterilisation, contraception as well as treatment for infertility;
8. Any **Illness**, disease or bacterial infection or Injury arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named;
9. The influence of alcohol, or other intoxicants or hallucinogens or drugs unless properly prescribed by a **Doctor** and taken as prescribed;
10. Pre-existing Condition; Congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
11. Any **Loss, Injury**, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons
12. Travelling against the advice of your doctor or the purpose of your trip is to obtain medical treatment, care or advice overseas whether that is the sole purpose of your trip or not.

Any incident of which you were or should reasonably be expected to be aware of or any circumstances that already existed or are known to the public before or at the time of booking your travel or purchasing the **policy**.

### GENERAL CONDITIONS

#### 1. Entire Contract

The **Policy, Policy Schedule, Endorsements**, Application Form, Declaration and attached papers together with other statement in writing shall be read together as one contract.

Any word or expression to which a specific meaning has been ascribed in any part of the **Policy Schedule** attached shall bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the **Policy Schedule** attached shall prevail. No statement made by the applicant for insurance not included herein shall void the insurance cover or be used in any legal proceedings hereunder. No agent has the authority to change or waive any provisions of the insurance. No change of provisions shall be valid unless approved by an officer authorized by Us and such approval is endorsed.

## 2. Change of risk or occupation

If an **Insured Person** engages in any occupation in which a greater risk may be incurred than in the occupation disclosed in the proposal for this **Policy** without first notifying **Us** and obtaining written agreement to the amendment of the **Policy** (subject to the payment of such reasonable additional premium as **We** may require as the consideration for such agreement), then no claim shall be payable in respect of any Injury arising out of or in the course of such occupation.

In the event of any material change in any of the information disclosed to **Us** or circumstances which may increase the possibility of a claim under the **Policy**, in particular the nature of **Your** occupation or any change in **Your Country of Residence**, **You** shall give written notice to **Us** and shall pay any additional premium if required by **Us**. **We** reserve the right to continue to cover on terms and conditions **We** may consider appropriate or to decline cover under the **Policy**.

A change in the **Country of Residence** will be deemed to mean **You** living or intending to live in another country other than **Your Country of Residence** at the **Effective Date** of this **Policy** in excess of 182 consecutive days.

## 3. Discharge of liability

**We** shall not be committed by any notice or any trust, charge, a lien, assignment or other dealing with the **Policy** and the receipt of the **Insured Person** for any compensation payable herein shall in all cases be effectual discharge of **Our** liability.

## 4. Contracts (Rights of third parties)

A person who is not a party to this **Policy** contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of the terms and conditions of this **Policy**.

## 5. Proof of Loss

Upon receipt of a notice of claim, **We** will furnish to **You** such claim forms which are usually furnished by **Us** for filing proofs of loss. **You** must return such claim forms with full particulars within 15 days after the receipt of such claim forms from **Us**. **You** shall also at the same time when returning the completed claim form within the said 15 days submit to **Us** written proofs covering the occurrence, the circumstances and the extent of the loss for which the claim is made. **You** shall also at any time at **Our** request submit whatever documents required by **Us** in support of the claim as soon as possible and in any event within 60 days after receipt of notice of such requirement.

## 6. Time for notice of Claim

**You** must give **Us** written notice of any claim or any event which may give rise to a claim under this **Policy** immediately and in any case within 30 days after the occurrence of any event which may give rise to a claim. Any notice given by **You** or on **Your** behalf with information sufficient to identify **You** will be deemed to be notice to **Us**.

## 7. Time limitations for filing proof of loss

Affirmative proof of loss must be furnished to **Us** at **Our** office in case of a claim for loss of time from **Disability** within 90 days after the termination of the period for which **We** are liable, and in case of a claim for any other loss, within 180 days after the date of such loss.

## 8. Time Limitation for filing suit

No action at law or in equity shall be brought to recover on this **Policy** prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of this **Policy**, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by this **Policy**.

## 9. Medical examination

**You** shall at **Your** expense furnish to **Us** all such certificates, information and evidence as may be required by **Us** and **You** shall

whenever reasonably required to do so, arrange to submit to medical examination by **Doctors** appointed by **Us**. In the event of **Accidental Death** of the **Insured Person**, where it is not forbidden by law, **We** shall be entitled to have a post-mortem examination at **Our** own expense, and notice shall, where practicable, be given to **Us** before interment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between **Our doctors** and the **Insured Person's Doctor**, the opinion of **Our doctors** shall prevail and be binding on the **Insured Person** or his/her estate as the case may be.

## 10. To whom the Indemnities are payable

**We** shall be entitled to treat **You**, the **Policy Holder**, as the absolute owner of this **Policy** and shall not be bound to recognize any equitable or other claim to or interest in the **Policy** and **Your** receipt or receipt of an **Insured Person's** legal representative alone shall be an effectual discharge.

## 11. Arbitration

Any dispute, difference or question which may arise at any time hereafter between **Us**, **You** and the **Your** legal personal representatives touching the true construction of the **Policy** or the rights or liabilities of the parties hereto shall be referred to the decision of a single arbitrator in Malaysia to be agreed upon by the parties or in default of agreement for 14 days to be appointed in accordance with the statutory provisions for the time being in force.

## 12. Assignment

No assignment of interest under this **Policy** shall be binding upon **Us** unless and until the original or a duplicate thereof is filed at **Our** office. **We** do not assume any responsibility for the validity of an assignment. No change of beneficiary under this **Policy** shall bind **Us**, unless consent thereto is formally endorsed hereon by an officer authorised by **Us**. No provision of **Our** charter, constitution or by-laws shall be used in defence of any claim arising under this **Policy**, unless such provision is incorporated in full in this **Policy**.

## 13. Cancellation

### Applicable to Annual Policies only

- 1) This **Policy** may be cancelled by 30 days' notice in writing at **Your** request in which case **We** will retain **Our** short period rate for the time the **Policy** has been enforced. This **Policy** shall be deemed to be cancelled upon the date of expiry of 30 days from the date of **Our** receipt of the notice in writing.
- 2) **We** may cancel this **Policy** by sending **You** 30 days' notice in writing by A.R. Registered post at **Your** last address known to **Us**. The **Policy** shall be deemed to be cancelled upon the date of expiry of 30 days from the date of posting of the notice. After cancellation of the **Policy**, **We** will refund to **You** the proportionate part of any premium received in respect of the unexpired period of the **Policy** as soon as possible.

### Applicable to Single Trip Policies only

- 1) No refund premium is allowed once the Certificate of Insurance or **Policy** is issued.

## 14. Renewal

This **Policy** may be renewed with **Our** consent from term to term, by payment of the premium in advance at **Our** premium rate in force at time of renewal.

## 15. Legal Actions

An Award given in arbitration pursuant herein shall be a condition precedent to **Our** liability or any right of action against **Us**.

## 16. Compliance with Policy Provisions

The due observance and fulfilment of the terms and conditions of this **Policy** so far as they relate to anything to be done or complied with and the truth to the best of **Your** knowledge and belief of the information furnished to **Us** in connection with this insurance shall be conditions precedent to **Our** liability. **Your** failure to comply with any of the provisions contained in this **Policy** will invalidate all claims made under this **Policy**

## 17. Governing Law

This **Policy** shall be governed by and interpreted in accordance with Malaysia Law.

## 18. Duty Of Disclosure

### A. Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

**You** also have a duty to tell us immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

### B. Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

## 19. Goods and Services Tax Impact on Claims Settlement

### Claims Settlement

The Company will pay the Insured Person's claim inclusive of the Goods and Services Tax on items which are taxable supplies, up to the limit of the Sum Insured.

In the event that the Insured Person's is entitled to claim for the Input Tax credit and if the Company make a payment under this policy as compensation to the Insured Person, the Company will reduce the amount of the payment by deducting the Insured Person's Input tax credit entitlement irrespective of whether the Insured Person has or has not claimed the Input tax Credit, up to the limit of the Sum Insured.

## PERSONAL DATA PROTECTION ACT 2010

By giving personal information **You** give Us permission for its use as described below:

- 1) To process **Your** personal data with the intention of entering into the contract of insurance.
- 2) **You** consent and allow Us to retain the data and share the data with Our service provider namely,
  - a) Registered licensed Adjuster,
  - b) Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance contract,
  - c) Insurer and Reinsurer,
  - d) ISM Insurance Services Malaysia Bhd
- 3) Data subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

**Notice:** In accordance to the provision of the Personal Data Protection Act 2010, **You** may contact our Customer Contact Center for the details of **Your** personal data. Such information will only be granted after verification. **You** may update/correct the data by providing Us in writing.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not deem to provide any cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such covers, payment of such claims or provision for such benefits would expose **Us** to any sanction, prohibition or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.