

TRAVEL PROTECTION PLAN

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WEST MALAYSIA BRANCH OFFICES

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EAST MALAYSIA BRANCH OFFICES

KOTA KINABALU Block B, Lot 1, 1st Floor, Jalan Lintas Highway, Lintas Jaya New Uptownship, 89500 Penampang, Sabah. P +6088 719 720, +6088 726 022,
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SANDAKAN Lot 9, Block B, Utama Place, Mile 6, North Road, 90000 Sandakan, Sabah. P +6089 212 233 F +6089 222 173

SIBU No. 38, 1st Floor, Jalan Keranji, 96000 Sibu, Sarawak. P +6084 316 633 F +6084 318 933

A PERSONAL NOTE FROM THE CHIEF EXECUTIVE OFFICER

Thank you for choosing MPI Generali Insurans Berhad as your preferred Insurer.

We are continuously seeking to upgrade our services and products. Therefore, to enable us to better understand your needs and expectations and to serve you better, we welcome you to provide us with your valuable feedback for improvement on any areas ranging from your product needs to your service expectations.

Kindly direct your suggestions / complaints directly to our Chief Executive Officer at our Head Office, 8th Floor, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.

In instances when complaints remain unresolved and if such complaints involve financial services or products less than RM250,000 or involve motor third party property damage insurance claims less than RM10,000, you may refer the matter to:

Ombudsman for Financial Services (OFS)

(Formerly known as Financial Mediation Bureau)

Level 14, Main Block, Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur

Tel: +603 2272 2811

Fax: +603 2272 1577

E-mail: enquiry@ofs.org.my

Website: www.ofs.org.my

Notwithstanding the above, for enquiry or complaint if the complaint is not resolved, you may also refer the matter to:

BNMTELELINK

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

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

(Overseas: +603 2174 1717)

Fax: +603 2174 1515

E-mail: bnmtelelink@bnm.gov.my

Website: www.bnm.gov.my

Chief Executive Officer

MPI Generali Insurans Berhad (14730-X)
(Formerly known as Multi-Purpose Insurans Bhd)

TRAVEL PROTECTION PLAN

Note: You are requested to read this document carefully and keep it in a safe place. Please contact us if you need any clarification.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and MPI Generali Insurans Berhad (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.

NOW THIS POLICY WITNESSETH, that is subject to the terms exceptions and conditions contained herein or endorsed hereon the Company agrees to insure the Insured Persons against loss or damage in the manner and to extent hereinafter provided.

DEFINITIONS

1. Accident – means any sudden or unexpected and violent event on Your part, resulting directly and independently from the action of an external cause other than any intentionally self-inflicted injury.
2. AAN – means Asia Assistance Network (M) Sdn Bhd a Medical emergency assistance company appointed by Us to provide emergency medical assistance during the Journey.
3. Air Ticket – means a document, itinerary, confirmation, generated electronically or issued by an airline or a travel agent to confirm that an individual had purchased a seat on the aircraft. This document is then used to obtain a boarding pass at the airport. The fare as shown in the ticket shall exclude all other ancillary charges like assigned seats, meals on board, check-in baggage, credit card fees, priority boarding and all other non-flight related purchases.
4. Bodily Injury - means accidental injuries sustained by You resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means and does not include sickness, disease or gradual physical or mental deterioration.
5. Civil Unrest, Riot or Commotion – means any illegal group gathering (organised or unorganised) for any purpose including but not limited to promotion, manifestation, making heard of views, beliefs and/or grievances which leads to violence whether with or without the presence of police and/or military authorities save and except for the gathering of individuals for purposes of asserting sovereign rights and/or operating on behalf of a sovereign state.
6. Common Carrier(s) – means scheduled aircraft, where the airlines, is listed with the relevant authorities in the countries in which the aircraft, is registered and hold a Certificate, Licence or similar authorisation for scheduled transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports and does not include any chartered flights.
7. Curtailment – means cutting short Your journey by early return to Your home after its commencement
8. Excess Amount – means is the first part of each and every claim that You are required to bear Yourself.
9. Family Member(s) – means Your spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters and legally adopted children or siblings, all residents in Your home territory.
10. First Scheduled Departure Date – means the date and time of departure as stated in Your flight ticket when it was purchased.
11. Geographical Areas – means Brunei, Cambodia, China (excluding Mongolia & Tibet), Hong Kong, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Philippines, Singapore, Taiwan, Thailand, Vietnam and Myanmar.

12. Hazardous Adventure(s) – means mountaineering more than 3,000 meters high, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, offshore activities including rafting or canoeing involving white water rapids, jet skiing, flying or other aerial activities, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 18 meters, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.
13. Home / Home Territory – means Your usual place of residence in Malaysia.
14. Hospital – means an institution which is legally licensed as a medical or surgical hospital in the country in which it is located. It must be under the constant supervision of a Physician.
15. Illness / Sickness – means any noticeable change in Your physical health that requires the care of a Physician acting within the scope of his/her licence to treat the Illness and so certified by the Physician. Always provided that the nature of the illness is not excluded from this present Policy.
16. Injury/Injuries – means bodily injury suffered anywhere in the world caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance.
17. Insured Person/You/Your – means each person named as an Insured Person in the Certificate of Insurance who is accepted for insurance cover under this Policy by the Company and whose premium has been paid.
18. Journey – means a One Way Journey or a Return Journey, as applicable and stated in the Certificate of Insurance.
19. Medical Practitioner/Physician – means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a medical practitioner or physician who is the insured himself.
20. One Way Cover – means a one way trip made by You within the Period of Insurance that commences when You leave Your Home or usual place of business or employment in Malaysia to commence the trip, until Your scheduled time of arrival at Your final destination. Cover will terminate upon arrival at the airport .
21. Period of Insurance – means the period under which cover is effective under this Policy as stated in the Certificate of Insurance.
22. Policy – means this Policy wordings and the Certificate of Insurance issued to You.
23. Personal Baggage – means each of Your suitcases, trunks and containers of a similar nature and their contents and articles worn or carried by You including Your valuables.
24. Personal Money – means bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travellers cheques which have a monetary value, all held for Your private purposes whilst away from Your home, and while in Your personal custody at all times unless deposited in a hotel safe.
25. Pre-existing Condition – means disabilities of which You had reasonable knowledge of prior to the inception of the Period of Insurance. You may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
 - a. You had received or is receiving treatment;
 - b. medical advise, diagnosis, care or treatment has been recommended;
 - c. clear and distinct symptoms are or were evident; or
 - d. its existence would have been apparent to a reasonable person in the circumstances.
26. Reasonable and Customary Medical Expenses - means charges for treatment, supplies or medical services medically necessary to treat Your condition, does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses is incurred and does not include charges that would not have been made if no insurance existed.
27. Return Journey - means a return trip made by You within the Period of Insurance which commences when You leave Your Home or usual place of business or employment in Malaysia to commence Your trip, until the time You return to Your Home or usual place of business or employment in Malaysia or the expiry date of the Period of Insurance, whichever is earlier.
28. Any subsequent trip, which commences after Your return to Your home, is not covered. The maximum number of days insured for any Return Journey is 60 days from the commencement of the Period of Insurance.
29. Serious Illness or Serious Accidental Bodily Injury - means Illness or Bodily Injury certified by a Physician as being life threatening and requiring immediate treatment by a Physician which renders the Insured Person unfit to travel.
30. Transaction Date - means the date stated as the Transaction Date on the Certificate of Insurance.
31. Travel Agent – means a travel agent with a valid licence and registered with the Ministry of Tourism.
32. Trip – means travel for the purpose of leisure or business within the period of insurance
33. Valuables – means items composed of precious metals or precious stones, jewellery, watches, furs, gold and silver articles, camera, videocams, binoculars, personal digital assistance, hand-held mobile telephones and notebook computer.
34. We/Our/Us/The Company – means MPI Generali Insurans Berhad

SECTION 1 – PERSONAL ACCIDENT BENEFITS

In the event You suffer Bodily Injury arising from an Accident, occurring during the Journey, which results in Your Accidental Death or Disablement, We will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:-

Table of Compensation		
	Events	Percentage of Amount of Benefit
A	Accidental Death	100%
B	Total and Permanent loss of sight in one eye or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs ("Disablement")	100%

Provided that:-

1. such Accidental Death or Disablement occurs within one hundred and eighty (180) calendar days immediately after the date of Accident causing such Accidental Death or Disablement ;
2. the maximum compensation for which We shall be liable in respect of any one of You is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Table of Benefit in the Certificate of Insurance.

SECTION 2 – MEDICAL AND EVACUATION EXPENSES

Section 2.1 - Accidental & Sickness Medical Expenses Reimbursement

We will indemnify You, up to the maximum limit for Accidental Medical Expenses Reimbursement as specified in the Table of Benefit, subject to an Excess of RM50.00 only per claim, for Medical Expenses which are all Reasonable and Customary Charges incurred due to an Accident sustained by You during the Journey.

Provided that:-

- (a) initial treatment for such an Accident or sickness must be received during the Journey; and
- (b) all expenses must be incurred within 30 days after the expiry date of the Period of Insurance.

Always provided that the maximum sum payable for Medical Expenses for follow-up treatment incurred in Malaysia must be within 30 days from the expiry date of the Period of Insurance and not exceeding 10% of the limit as specified for Accidental Medical Reimbursement in the Table of Benefit. The amount is a sub-limit of the aggregate total payable Benefit Amount under the Summary of Benefit for Medical Expenses Reimbursement.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the Bodily Injury which include the following:-

- (a) the services of a Physician ;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;
- (e) physiotherapy treatment by a western qualified physiotherapist.

Section 2.2 - Emergency Medical Evacuation or Mortal Remains Repatriation

- (i) Emergency Medical Evacuation

In the event that You require evacuation in a medical emergency due to an Accident or sickness that occurred to You during the Journey, AAN will organise for an emergency medical transport to the nearest medical facility that is adequately equipped to treat Your medical condition. The type of transportation will depend on the availability and the gravity of Your condition.

In the event that medical repatriation is necessary, AAN will repatriate You back to Your Home subject to maximum limit as specified for Emergency Medical Evacuation in the Table of Benefit.

- (ii) Mortal Remains Repatriation

In the event of Your death due to an Accident or sickness during the Journey, AAN will organise for the repatriation of Your mortal remains to Your Home subject to the maximum limit as specified for Emergency Medical Evacuation and Repatriation in the Table of Benefit. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation.

This Policy will only pay for any claim under Section 2.2 (i) - Emergency Medical Evacuation or Section 2.2 (ii) - Mortal Remains Repatriation but not both.

You hereby agree to pay ANN directly for any Emergency Medical Evacuation incurred by You that is in excess of the relevant Benefit specified in the Table of Benefit.

Section 2.3 – Compassionate Visit

In the event that You are hospitalised overseas for more than five (5) days as a result of Accident or Sickness sustained whilst on the Trip and Your medical condition requires care of one (1) Family Member, We will reimburse for the reasonable travel fare (economy air travel) and hotel accommodation expenses necessarily incurred by one (1) Family Member to stay with You as recommended by a Physician, up to the maximum limit as specified in the Table of Benefit.

Special Conditions Applicable to Section 2 - MEDICAL AND EVACUATION EXPENSES

The Company is not liable to pay:-

- (1) costs for medical care except that prescribed by a licensed Physician or which is delivered by a recognised Hospital;
- (2) for any loss which is directly or indirectly, in whole or in part, due to:-
 - (a) Civil or Foreign war, whether declared or not;
 - (b) The effect of drugs, medication or treatment not prescribed by a Physician ;
 - (c) The influence of alcohol characterised by a blood alcohol level of You equal to or superior to that fixed by the laws regulating the use of automobiles;
 - (d) Suicide, attempt suicide or intentionally self-inflicted injury;
 - (e) Your participation in any competition involving the use of motorised land, water or air vehicle;
 - (f) Your participation in any professional sports;
 - (g) You riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm³;
 - (h) You flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
 - (i) Your active service in any of the armed forces of any nation;
 - (j) Your participation or involvement in a criminal act;
 - (k) Your practice or utilization, either as pilot or passenger, of a ULM, sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) the Company is not liable for expenses incurred:-
 - (a) for medical care incurred in Malaysia except as provided in the Medical Expenses described above ;
 - (b) Pre-Existing conditions;
 - (c) Pregnancy and its consequences;
 - (d) mental or emotional disorder
 - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
 - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident ;
 - (g) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
 - (h) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident , which makes usage medically necessary;
 - (i) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
 - (j) non-emergency medical check-ups;
 - (k) vaccinations and their complications;
 - (l) due to any form of mountain sickness also known as Acute Mountain Sickness (AMS), altitude illness caused by insufficient oxygen at high altitude.

SECTION 3 - TRAVEL INCONVENIENCE BENEFITS

In addition to the benefits provided under the above Section, You will be covered for the following benefit events as specified below:-

Section 3.1 – Flight Cancellation

We will reimburse You, up to the maximum limit as specified for Flight Cancellation in the Table of Benefit, for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure and after the Transaction Date, You are prevented from taking the scheduled trip on the First Scheduled Departure Date due to the occurrence of any of the following events:-

- (a) Events in connection with Your Family Member suffering from:-
 - i) death within 30 days prior to the First Scheduled Departure Date and occurring after the purchase of the Air Ticket; or
 - ii) hospitalisation which requires Your presence, which is not anticipated at the purchase date of the Air Ticket
- (b) Events in connection with:-
 - i) Your hospitalisation due to Serious Illnesses or Serious Accidental Bodily Injury which was not anticipated at the purchase date of the Air Ticket;
 - ii) Serious damage to Your vehicle within forty eight (48) hours before the First Scheduled Departure Date;
 - iii) Serious damage to Your Home due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc requiring Your presence on the premises on the First Scheduled Departure Date;
 - iv) You being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

Always provided that coverage under this section is effective only if coverage is incepted before You become aware of any circumstances which could lead to the cancellation of the Journey.

Section 3.2 –Flight Curtailment

We will reimburse You, up to the maximum limit as specified for Travel Curtailment in the Table of Benefit, for any unused and non-refundable portion of the Air Ticket if at the time during the Journey You have to curtail Your Journey to return directly to Malaysia due to the occurrence of any of the following events:-

- (a) Your hospitalisation due to Serious Illnesses or Serious Accidental Bodily Injury;
- (b) Death of Your Family Member;
- (c) Hospitalisation of Your Family Member which requires Your presence.

Always provided that coverage under this section is effective only if coverage is incepted before You become aware of any circumstances which could lead to the curtailment of the Journey.

Special Exclusions applicable to Section 3.1 – Flight Cancellation and Section 3.2 – Flight Curtailment

We shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:-

- i) criminal acts committed by the Insured Person;
- ii) war, riot, popular movements, terrorist acts;
- iii) any-existing medical conditions;
- iv) any effect of a source of radioactivity;
- v) pollution;
- vi) epidemics;
- vii) pandemic;
- viii) natural catastrophes;
- ix) climatic events such as lack of snow, etc.;
- x) pregnancy or miscarriage;
- xi) denied of entry by immigration, lack of entry permit/visa

Section 3.3 – Flight Delay

If, during the Journey, Your First Scheduled Departure Date of a Common Carrier is delayed for at least two (2) consecutive hours from the original scheduled time specified in the itinerary supplied to You, and this delay is due to the following:-

- i) Inclement weather;
- ii) Equipment failure;
- iii) hijack (other than aircraft hijacking);
- iv) strike or industrial action by any employee of Common Carrier

We will pay You RM200.00 only for the first two (2) consecutive hours of delay, followed by further sum of RM150.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Table of Benefit.

The period of delay shall be calculated from the original scheduled departure time of the Common Carrier until the commencement of the first available alternative transportation offered by the Common Carrier Management. A letter from the Common Carrier or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

Special Exclusions applicable to Section 3.3 – Flight Delay

We shall not be liable for any loss arising from:-

- (a) Your failure to check in according to the itinerary supplied to You;
- (b) Your failure to obtain written confirmation from the Common Carrier or its handling agents of the number of hours delayed and the reason for such delay;
- (c) Strike or industrial action of companies/carrier involving other than Common Carrier and already in existence on the date the Trip is arranged;
- (d) Your late arrival at an airport (except for late arrival caused by a strike or an industrial action);
- (e) Arising from cancellation or rescheduling of the Common Carrier unless due to natural disaster or equipment failure;
- (f) Delay caused by air traffic control, airport closure or airline operation issues;
- (g) New departure time which the Common Carrier have informed the Insured Person not less than 24 hour from the original schedule time of flight departure;
- (h) Delay caused by passengers of the same Common Carrier.

Section 3.4 – Loss of Travel Deposit Paid

We will reimburse You, up to the maximum limit as specified in the Table of Benefit for Hotel and Tour package, for any unused and non-refundable portion of any Hotel and Tour Package paid in advance in the event You are prevented from making the travel due to the occurrence of any of the following events:-

(a) Events in connection with Your Family Member suffering from:-

- i) death within 30 days prior to the Scheduled Departure date and which occurred prior to You purchasing the Hotel and Tour Package; or
- ii) hospitalisation which requires Your presence, which is not anticipated at the purchase date of the Hotel and Tour Package.

(b) Events in connection with:-

- i) Your hospitalisation due to Serious Illnesses or Serious Accidental Bodily Injury not anticipated at the purchase date of the Air Ticket;

- ii) Serious damage to Your vehicle within forty eight (48) hours before the First Scheduled Departure Date;
- iii) Serious damage to Your Home due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc requiring Your presence on the premises on the First Scheduled Departure Date;
- iv) You being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

We will not pay for loss directly or indirectly arising as a result of:-

- i) caused directly or indirectly by any government requirement, regulation or act;
- ii) covered by any other existing insurance scheme or government programme;
- iii) deposits which will be refunded by a hotel, airline, industry compensation scheme, Travel Agent or any other travel services or accommodation;
- iv) insolvency which occurred or for which a bankruptcy was filed before the effective date of this cover;
- v) caused by failure of any Travel Agent, person or agency to provide the travel arrangements for reasons other than insolvency;
- vi) war, riot, popular movements, terrorist acts;
- vii) any-existing medical conditions;
- viii) epidemics;
- ix) pandemic;
- x) natural catastrophes ;
- xi) pregnancy or miscarriage;
- xii) denied of entry by immigration, lack of entry permit/visa

Section 3.5 – Baggage Delay

We will pay You RM200.00 for every six (6) complete hours whereby Your checked-in baggage is delayed, misdirected or temporarily misplaced by the Common Carrier from the time of Your arrival at the scheduled destination abroad till the time You received Your baggage. The maximum amount payable is up to the limit stated in the Table of Benefit.

Special Exclusions applicable to Section 3.5 – Baggage Delay

We will not pay for claims in respect of:-

- i) Baggage delay not immediately reported to Common Carrier or Airport Authority;
- ii) Confiscation or detention by customs, immigration and/or public authorities;
- iii) Baggage delay on your return journey to Malaysia except non-resident of Malaysia;
- iv) Your failure to obtain a written confirmation from Common Carrier Company or their handling agents on the actual date and time of baggage delivery.

Section 3.6 – Damage or Loss of Baggage and Personal Effects

We will indemnify You up to the maximum limit as specified in the Table of Benefit for Damage or Loss of Baggage and Personal Effects subject to an excess of RM50.00 only per claim and a limit of RM500.00 only per item, per Insured Person per flight taken, in consequence of:-

- (a) a theft or damage due to theft or any attempted theft;
- (b) loss or damage to Your baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried by common carrier.

Provided that these items must travel together with You during the flight.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:-

- i) the original cash value of the items less depreciation; or
- ii) the cost of replacement of a similar make and model; or
- iii) the cost of repair of the items,

as determined by Our sole discretion.

Where any item consists of articles in a pair or set, We shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. We may at Our option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered baggage and personal effects before and after the loss.

All jewelry, articles consisting in whole or in part of silver, gold, or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer or telephone equipment, equipment for the recording of sound or pictures and its accessories, are only covered against theft if such item or equipment are physically carried along personally by You during the Journey.

Special Exclusions applicable to Section 3.6 – Damage or Loss of Baggage and Personal Effects

- (a) This insurance does not cover:-
 1. Animals
 2. Automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
 3. contraband or illegal goods
 4. documents, identity papers. Credit and payment cards, transport tickets, cash, stocks and securities
 5. equipment for professional use
 6. eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
 7. toiletries, cosmetics of any kind
 8. accessories of any kind including fashion accessory

9. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
10. hand-held mobile telephones, pagers, portable computer equipment including personal digital assistance and its accessories
11. keys
12. musical instruments, objects of art, antiques, collector's items, furniture, household appliances
13. perishables and consumables
14. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage

(b) We shall not be liable for any loss or damage resulting from:-

1. breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property
2. confiscation or expropriation by order of any government or public authority
3. criminal acts
4. gradual deterioration or wear and tear
5. insects or vermin
6. inherent vice or damage
7. mysterious disappearance
8. transportation of contraband or illegal trade
9. seizure whether for destruction under quarantine or custom regulation or not

(c) We shall be not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Insurance, be insured by any other insurance policy or policies, and compensated by Common Carrier.

This policy shall not pay for Section 3.5 - Baggage Delay and Section 3.6 - Baggage Loss at the same time for any one scheduled trip.

Section 3.7 – Loss of Personal Money

We will reimburse You up to the limit as specified in the Table of Benefit for actual loss of Personal Money as a result of robbery, burglary, theft or natural disaster during the Journey, provided that :-

- (a) the items are within Your control or custody at all times ; and
- (b) the items must not be left unattended ; and
- (c) such loss is reported to the police having jurisdiction at the place of loss immediately but in no case be later than 24 hours after the incident. Any claim must be accompanied by written documentation from the Police.

Special Exclusion to Section 3.7 – Loss of Personal Money

We shall not be liable for any Personal Money of cash, travelers checks, postal or money orders kept in the baggage checked in with a Common Carrier.

Section 3.8 – Loss of Travel Documents

In the event that Your passports, travel tickets and other relevant travel documents are loss as a result of robbery, burglary, theft or natural disaster during the Journey, We will reimburse You up to the limit as specified in the Table of Benefit for actual cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses, communication expenses and hotel accommodation necessary incurred to replace lost documents.

Provided always that:-

- (a) the items are within Your control or custody at all times ; and
- (b) the items must not be left unattended ; and
- (c) such loss is reported to the police having jurisdiction at the place of loss immediately but in no case be later than 24 hours after the incident. Any claim must be accompanied by written documentation from the Police.

GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE POLICY

This Insurance does not cover:-

1. payment which would violate a government prohibition or regulation;
2. death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by our under the order of any government or public or local authority;
3. delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
4. any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
5. if You are below the age of 2 years or over the age of 75;
6. members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
7. any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious

- physical injury means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfiguration, and/or protracted loss of or impairment of the function of a bodily member or an organ;
8. any Pre-Existing Condition;
 9. suicide, attempted suicide or any intentional self-inflicted injuries acted upon by You to Yourself whether sane or insane;
 10. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related accident;
 11. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
 12. psychosis, mental or nervous disorders or sleep disturbance disorders;
 13. cosmetic or plastic surgery or any elective surgery;
 14. any congenital defect which has manifested or was diagnosed before the policy commencement date;
 15. any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;
 16. routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury, or any related treatment;
 17. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus (HIV) or Antibodies to such Virus);
 18. any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
 19. any claim arising directly or indirectly from You travelling on a chartered flight or a Journey involving in a chartered flight;
 20. driving or riding in any kind of race involving motorized vehicles;
 21. death or injury directly or indirectly arising from participating in hazardous adventures;
 22. Your late arrival at the airport for the Scheduled Flight after the official check-in time;
 23. Your failure to take reasonable measure to protect, save or recover lost luggage;
 24. Your failure to notify the relevant airline authorities of damaged baggage, missing baggage at the scheduled destination point and to obtain a property irregularity report immediately;
 25. any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria;
 26. engaging practicing or participating in sports in a professional capacity or when You would or could earn income or remuneration from engaging in such sports;
 27. investigation which is not medically necessary, or convalescence, custodial or rest care;
 28. any loss, injury, damage or legal liability suffered or sustained directly or indirectly by You if You are :-
 - i) a terrorist;
 - ii) a member of a terrorist organisation; or
 - iii) a purveyor of nuclear, chemical or biological weapons;
 - iv) a narcotics trafficker
 29. any loss resulting directly and indirectly (in whole or in part) from :
 - i) pandemic
 - ii) epidemic

GENERAL CONDITIONS APPLICABLE TO THE ENTIRE POLICY

- (1) Entire Contract

This Policy, the Certificate of Insurance and any amendments or endorsements shall constitute the entire contract of insurance.
- (2) Observance of Insurance Terms and Conditions

The truth of the statements and information as provided to Us by You and the due observation and fulfillment of terms and conditions of this Policy in so far as they relate to anything to done or complied with by You or any claimant under this Policy shall be conditions precedent to Our liability to make any payment under this Policy.
- (3) Misrepresentation in Application

The benefits shall not be payable and the Policy, at Our option, shall be considered voidable in the event:-

 - (a) there is a failure to disclose or misrepresentation of any fact with respect to You that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
 - (b) in all cases of fraud.
- (4) Alterations

We reserve the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written notice from Us. Any amendment to the Policy shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration in the Policy shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.
- (5) Currency of Payment

Payment of any claim covered under this Policy shall be made in Malaysian currency or its equivalent in any other currency at the prevailing rate of exchange as declared by Bank Negara at the time of effecting payment if so required by You or Your permitted legal personal representatives.

(6) Compensation Limit

The compensation limit is that expressed in the Table of Benefit stated in the Certificate of Insurance.

(7) Ages

All ages referred to in this Policy shall be Your age at his/her last birthday.

(8) Notice and Procedures of Claims

(a) Upon the happening of any event which may give rise to a claim, You shall:-

(i) notify Us in writing as soon as possible but not later than thirty (30 days) after any event which may give rise to such claim by filling up the claim form as provided by Us;

(ii) furnish to Us in writing, at Your own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Your statements, reports and any other documents as We may require and shall be in such form and of such nature as We may prescribe.

(iii) produce for Our examination pertinent documents at such reasonable times and shall co-operate with Us in all matters pertaining to any loss and/or claims. Failure to comply with this condition will prejudice the claim.

(b) The following information and documents shall be furnished to Us under any circumstances in matters of claims:-

(i) copies of the record and/or charge forms verifying the relevant Air Tickets / hotels / tour package charged to You.

(ii) a property irregularity report obtained from Common Carrier within 24 hours in respect of loss or damage to baggage including details of the flight and/or written details and confirmation of the delay or loss incurred.

(c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by You. Any delay or non-delivery of baggage shall immediately be reported to an official of the Common Carrier authorised to receive such notification.

(9) Proof of Loss

Written proof of loss must be furnished to Us at Our office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

(10) Effect of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

(11) Medical Examination

We, at Our own expense, shall have the right to require additional proof and request medical examination of You when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

(12) To Whom Benefit is Payable

Indemnity for Your Accidental Death is payable to the nominee(s) elected by You and in the event of failure of nominee, as stipulated under the Financial Services Act 2013 (FSA). (for foreigners, such pay out shall be made in accordance to Your country's probate laws). Indemnity for all other benefits will be paid to You or his/her estate upon his death. The process of claim including settlement shall be handled between Us, and You or Your estate or nominee as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

(13) Sanctions Clause

We are not liable to make any payment for liability under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us from providing insurance coverage transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or Us, Our company or Our ultimate controlling entity.

(14) Receipts

We shall not be bound by any notice or any trust charge, a lien, assignment or other dealing with the Policy. Your receipt for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

(15) Arbitration Clause

Any dispute which may arise between the Us and You and/or Your legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification or reenactment thereof for the time being in force. And it is hereby expressly stipulated and declared it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator shall be first obtained.

(16) Limitation of Time of Bringing Arbitration

If a claim is made under the Policy and rejected by Us, You or Your legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which We shall be discharged from all liability whatsoever for that claim.

(17) Applicable Law

This Policy shall be governed and interpreted in accordance with Malaysian law.

(18) Jurisdiction

All disputes relating to this Policy must be submitted to the jurisdiction of the courts in Malaysia.

(19) Termination for Non-Payment of Premium

This Policy shall be deemed void from the intended Transaction Date if the premium is not paid.

(20) Cancellation

Subject to the Cooling-off Period Clause, We will not refund the premium once the Certificate of Insurance or Policy is issued.

(21) Cooling-off Period

If this Policy has been issued and for any reason whatsoever You shall decide not to take up the Insurance and always provided no claims have been made, You may notify Us to cancel this Policy provided that such request for cancellation shall be made before the first date of departure. You will be entitled to the full premium refund

(22) Extension of insurance coverage up to maximum 3 days (only for the return flight).

The extension covers any of You whose actual itinerary does not correspond to the original itinerary due to rescheduling of Flight by Common Carrier. In such instances, We will honor any valid claims which would fall within this Policy and the period of Insurance is extended to a maximum of three (3) days or when You return Home, whichever is earlier.

(23) Duplication of Cover

We will not pay any claim if any Loss, Damage or liability covered under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this Policy not been effected. For avoidance of doubt, the Insured is only eligible for one Cover under this Policy in any one Period of Insurance. In the event of dual or multiple Cover purchased for the same risk, We reserve the right to pay for claims under any one of the policies and forthwith cancel and refund to the Policyholder or Insured (as applicable) the Premium(s) paid in respect of the remaining policy(ies). Where the Insured has more than one policy with Us for different insurance coverage, with overlapping benefits, claim(s) can only be made under one of the policies (at the Insured's option) and there will be no refund or cancellation of other policy(ies).

(24) Duty of Disclosure

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.

(25) Goods and Service Tax Clause

The Insured agrees to pay and to hold harmless the Insurer for any taxes or other government charges (however denominated) imposed by the government with respect to the execution or delivery of this Policy.