



GROUP TRAVEL PERSONAL ACCIDENT POLICY

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)

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 Us.

For Non - Consumer Insurance Contracts (Insurance for purposes related to Your trade, business or profession)

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. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, 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.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

We hereby insure the Insured Person(s) named in the Policy Schedule attached hereto or the Certificate of Insurance if included hereunder, subject to the terms, conditions and exclusions contained herein.

IN WITNESS WHEREOF We have caused this Policy to be executed on and to commence on the Effective Date of Insurance as stated in the Policy Schedule, provided that this Policy shall not be binding on Us unless the Policy Schedule is signed by Our authorised representative.

PART 1 – ELIGIBILITY

1. An Insured Person can be any person as described in the Policy Schedule/ Certificate of Insurance who is not: -
 - a) a Malaysian; or
 - b) a Malaysia Permanent Resident (PR); or
 - c) permanently residing in Malaysia; or
 - d) legally employed in Malaysia;

and the Insured Person is:

- a) between the age of ninety (90) days and seventy-five (75) years old; and
- b) having a valid visa when he/she is in Malaysia.

PART 2 – SCOPE AND LIMITS OF COVER

Section 1 – Commencement of Coverage

1. The date of departure for the direct journey to Malaysia shall not be later than ninety (90) days from the date of approval of visa in line with the ninety (90) days validity of the visa.
2. Coverage under Section 6 is effective upon the issuance of the Certificate of Issuance and terminates on the date of departure for the direct journey to Malaysia.
3. For other Sections, coverage is effective when the Insured Person is boarding at the last port of embarkation for a direct journey to Malaysia.

Section 3 – Termination of Coverage

1. All the coverage of an Insured Person under this Policy shall terminate automatically on the earliest of the following events: -
 - a. Upon arriving at the first port of disembarkation from a journey directly out of Malaysia;
 - b. Upon the end of the Duration of Cover;
 - c. Upon the Insured Person ceasing to satisfy any of the eligibility requirements set out herein;
 - d. Upon the death of Insured Person

**PART 3 – TABLE OF BENEFITS**

Section	Benefits	Sum Insured (RM)
1	Accidental Death	100,000
2	Permanent Disablement	100,000
3	Medical Related Benefits (<i>Deductible: RM100 for each loss</i>) (a) Medical Expenses due to Accident or Acute Unexpected Sickness (b) Clinical Outpatient Treatment due to Accident	15,000 500
4	Medical Evacuation	100,000
5	Repatriation of Mortal Remains (<i>including Funeral Expenses which is covered up to RM16,000</i>)	30,000
6	Trip Cancellation	5,000
7	Flight Delay (<i>RM200 for every 6 consecutive hours</i>)	600
8	Personal Effects (<i>Deductible: RM100 per event; Maximum RM1,000 per an article or a pair or a set of articles</i>)	2,000
9	Baggage Delay (<i>RM200 for every 6 consecutive hours</i>)	400
10	Legal Expenses	10,000 <i>Any one loss and in aggregate</i>
11	Personal Liability	100,000 <i>Any one loss and in aggregate</i>
12	Emergency Assistance Services 24 Hours Travel Assistance Hotline (03-7628 3835)	Included

PART 4 – DEFINITIONS

These terms, wherever used in this Policy, are defined as follows: -

Accident or Accidental	:	A sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury.
Age	:	The current age. A person is considered to be of his/her current age based on the year of birth.
Appointed Assistance Provider	:	The assistance company authorized by Us to act on Our behalf.
Bodily Injury	:	Physical injury which is caused by an Accident and independent of any other cause and does not include sickness, disease or any naturally occurring condition or degenerative disease.
Child(ren)	:	Legal child(ren) including step-child(ren) or legally adopted child(ren) of the Insured Person.
Civil War	:	Armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. The definition includes armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.
Common Carrier	:	Any mechanically propelled conveyance operated under a licence issued by a governmental authority having jurisdiction, for the regular transportation of fare-paying passengers and which has fixed, established routes only.
Compensation	:	Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
Daily Living Activities	:	Activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
Date of Loss	:	i) for Accident shall be the date of Accident. ii) for all other benefits shall be the date of the event happened that leads to an alleged claim. iii) for Sickness shall be the first date of diagnosis or the date the Insured Person became aware of the Sickness.
Doctor or Physician or	:	A registered medical practitioner who is qualified and licensed to practise western medicine



Surgeon	and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is Insured/Insured Person himself/herself.
Duration of Cover	: The duration which the insurance is effective for the respective Insured Person, as stated in his/her Certificate of Insurance.
Effective Date	: The date shown in the Policy Schedule or Endorsement from which cover (or an amendment to the cover) under this Policy commences.
Endorsement	: An authorized amendment to this Policy.
Foreign War	: Armed opposition, whether declared or not between two countries.
Hospital	: An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which: - a. has facilities for diagnosis and major surgery, b. provides twenty-four (24) hours a day nursing services by registered and graduate nurses, c. is under the supervision of a Physician, and d. is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
Hospitalisation	: An admission to a Hospital as a registered inpatient for medically necessary treatments due to an Accident or Sickness upon recommendation of a Doctor. A patient shall not be considered as hospitalised if the patient does not physically stay in the Hospital for the whole period of confinement.
Immediate Family Members	: The Insured Person's spouse, Child(ren), siblings, siblings-in-law, parents, parents-in-law, grandparents, grandchildren, legal guardian or ward, step or adopted children; step-parents, aunts, uncles, nieces and nephews.
Insured	: The Policyholder described in the Policy Schedule/ Certificate of Insurance.
Insured Person	: The person described in the Policy Schedule/ Certificate of Insurance who is the subject of insurance.
Kidnap	: The illegal taking and holding captive of the Insured Person by person(s) who then demand a ransom as a condition of the release of such captive Insured Person.
Limb	: The entire limb between the shoulder and the wrist or between the hip and the ankle.
Loss of Hearing	: Total and permanent loss of hearing which is caused by Bodily Injury.
Loss of Limb	: Permanent physical severance or Permanent total Loss of Use of the limb which is caused by Bodily Injury.
Loss of Sight	: Total and irrecoverable loss of all sight in any eye rendering the Insured Person absolutely blind in that eye and beyond remedy by surgical or other treatment.
Loss of Speech	: Total and Permanent loss of the ability to speak which is caused by Bodily Injury.
Loss of Use	: Permanent and total loss of the use of the Limb in terms of physical incapacity or disability in all aspects of Daily Living Activities and not only in terms of professional or occupational incapacity or disability of the Insured Person.
Medical Treatment	: A Physician's advice, treatment, consultations, and prescribed or remedial attention.
Period of Insurance	: The period which this Policy is effective, as stated in the Policy Schedule.
Permanent	: Having lasted for three hundred and sixty-five (365) consecutive days and at the expiry of that period, being beyond hope of improvement.
Permanent Disablement	: Disablement which, having lasted for at least three hundred and sixty-five (365) consecutive days will, in all probability, entirely prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.
Policy	: The policy wording and the Policy Schedule and the Certificate of Insurance and any other documents that may be subsequently issued to the Policyholder/ Insured Person and which We advise as forming part of the Policy.
Policyholder	: A legally registered corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Person in this Policy. The Policyholder shall also be referred to as the Insured.



- Policy Schedule : The Policy Schedule which is attached to and forms part of this Policy.
- Pre-existing Conditions : Any condition that the Insured Person has reasonable knowledge of, in the twelve (12) months prior to the Issued date of his/her Certificate of Insurance. The Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which: -
a. the Insured Person had received or is receiving treatment; or
b. medical advice, diagnosis, care or treatment has been recommended; or
c. clear and distinct symptoms are or were evident; or
d. its existence would have been apparent to a reasonable person in the circumstances.
- Scheduled Departure Date or Time : The date or time on which the Insured Person is scheduled to depart as set out in his/her travel ticket.
- Serious Bodily Injury or Serious Sickness : Bodily Injury or Sickness certified as being dangerous to life by a Doctor
- Sickness, Disease or Illness : Any fortuitous somatic illness or sickness but excluding any sickness or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
- Specialist : A medical or dental practitioner registered and licensed as such in the geographical area of his/her practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a physician or surgeon who is the Insured/ Insured Person himself/herself.
- Specially Designated Nationals List : Names of a person, entities, groups, corporate specified on a list who are subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union and/or United Kingdom and/or United States of America.
- Trip : A journey made by the Insured Person to Malaysia and shall effect when the Insured Person is boarding at the last port of embarkation for a journey to Malaysia and shall terminate upon arriving at the first port of disembarkation from a journey out of Malaysia or the end of the Duration of Cover, whichever occurs first. The journey would include any stopover enroute as part of the itinerary to the scheduled destination provided that the travel time (including the stopover) to the scheduled destination does not exceed twenty-four (24) hours from the departure time.
- Sum Insured : The amount stated in the Table of Benefits in the Certificate of Insurance as the maximum amount capped to the specific insurance details in any Section of this Policy.
- We/ Our/ Us : Lonpac Insurance Bhd
- You/ Your/ Yours/ Yourself : The Policyholder

PART 5 – DESCRIPTION OF BENEFITS

SECTION 1 & 2 - ACCIDENT DEATH AND PERMANENT DISABLEMENT

If during a Trip, the Insured Person sustains Accidental Bodily Injury which directly and independently of all other cause results in death or Permanent Disablement within twelve (12) months from the date of loss, We will pay the Compensation stated below:

		Percentage of Sum Insured
a.	Accidental Death	100%
b.	Permanent Total Disability	100%
c.	Total and Permanent Loss of Speech and Hearing	100%
d.	Loss of sight in both eyes	100%
e.	Loss of two limbs	100%
f.	Loss of one limb	50%
g.	Loss of sight in one eye	50%
h.	Total and Permanent Loss of lens of one eyes	50%



i.	Total and Permanent Loss of Speech	50%
j.	Total and Permanent Loss of Hearing in:	
	i) both ears	50%
	ii) one ear	15%

The insurance shall terminate for the Insured Person under this section upon payment of a benefit equal to 100% of the Sum Insured.

The total amount payable in respect of more than one disablement due to the same accident is arrived at by adding together the various percentages shown above, but shall not exceed 100% of the Sum Insured.

SECTION 3 - MEDICAL RELATED BENEFITS

(a) Medical Expenses due to Bodily Injury or Acute Unexpected Sickness

When the Insured Person sustains Bodily Injury or sudden unexpected Sickness which leads to Hospitalisation in Malaysia, We will reimburse the Insured Person the necessary Reasonable and Customary Medical Expenses incurred, up to the Sum Insured stated in the Certificate of Insurance. Payment under this benefit is limited to Medical Expenses incurred within the Duration of Cover only.

(b) Clinical Outpatient Treatment due to Accident

We will also reimburse the clinical outpatient treatment for bodily injury arising from an Accident while on a Trip, up to the Sum Insured stated in the Certificate of Insurance. Payment under this benefit is limited to treatment cost incurred within the Duration of Cover only.

Specific Conditions

1. Medical Expenses shall include and be limited to the following services provided during the Hospitalisation of Insured Person:
 - (a) charges for 2-bedded Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
 - (b) fees of Physicians.
 - (c) laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident.
 - (d) charges for a registered nurse (R.N.)
2. If there is any other insurance effected by or on behalf of the Policyholder or the Insured Person insuring the same events insured within this Section, Our liability shall be limited to Our rateable proportion of any such loss.

Specific Definitions

1. Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
2. Reasonable and Customary Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions

We shall not be liable to pay any benefit in respect of any of the Insured Person for:

1. any Medical Expenses incurred where the insured journey is undertaken against the advice of a qualified licensed medical practitioner.
2. any Medical Expenses incurred when the specific purpose of a journey is to receive medical treatment or advice.
3. any Medical Treatment, drugs or medicines, prescribed or applied, before or after the Duration of Cover

SECTION 4 - MEDICAL EVACUATION

When as a result of Bodily Injury or Sickness commencing while the Insured Person is on a Trip and if in the opinion of Our Appointed Assistance Provider, it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to his/her Country of Residence, Our Appointed Assistance Provider shall arrange for the evacuation utilizing the means best suited to do so based on the medical severity of the Insured Person's condition. We shall pay directly to Our Appointed Assistance Provider the Covered Expenses for such evacuation up to the Sum Insured specified in the Certificate of Insurance.

The means of evacuation arranged by Our Appointed Assistance Provider may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions to the means of transportation and the final destination will be made by Our Appointed Assistance Provider and will be based solely upon medically necessity.

Specific Definition

1. Covered Expenses means expenses for services provided and/or arranged by Our Appointed Assistance Provider for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of the Insured Person as described herein.



Specific Exclusions

1. Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the scheduled Trip.
2. Any expenses for a service not approved and arranged by Our Appointed Assistance Provider, except We reserved the right to waive this exclusion in the event the Insured Person or his/her travelling companions cannot for reasons beyond their control notify Our Appointed Assistance Provider during an emergency medical situation. In any event, We reserve the right to reimburse the Insured Person only for those expenses incurred for services which Our Appointed Assistance Provider would have provided under the same circumstances and up to the Sum Insured stated in the Certificate of Insurance.

SECTION 5 - REPATRIATION OF MORTAL REMAINS

When as a result of Bodily Injury or Sickness commencing while the Insured Person is on a Trip and the Insured Person dies in Malaysia, Our Appointed Assistance Provider shall make the necessary arrangements for the return of the Insured Person's mortal remains to his/her Country of Residence. We shall pay directly to Our Appointed Assistance Provider the expenses for such repatriation up to the Sum Insured specified in the Certificate of Insurance.

In addition to the repatriation of mortal remains, We shall reimburse to the Insured Person's estate the funeral expenses actually incurred, for services and supplies provided by the mortician or undertaker, including but not limited to the cost of the casket, the embalming and cremation if so elected up to Ringgit Malaysia ten thousands (RM10,000.00).

If the expenses of repatriation and funeral as described herein are payable, the total amount of benefit payable under Section 5 shall not exceed the Sum Insured stated in the Certificate of Insurance.

Specific Exclusions

1. Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of the scheduled Trip.
2. Any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by Our Appointed Assistance Provider.

SECTION 6 - TRIP CANCELLATION

We will pay the loss of travel and/or accommodation expenses up to the Sum Insured stated in the Certificate of Insurance for such expenses paid in advance by the Insured Person for the scheduled Trip to Malaysia, and for which the Insured Person is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of travel and/or accommodation expenses and the date of departure of the scheduled Trip to Malaysia caused by:

1. Unexpected death, Serious Injury or Serious Sickness of the Insured Person, and/or the Insured Person's Immediate Family Members.
2. The Insured Person's place or residence or business being rendered uninhabitable ten (10) days or less prior to the commencement of the scheduled Trip to Malaysia as a result of accidental damage or the Insured Person's presence being required by the Police following burglary or attempt thereof at the Insured Person's place of residence or business.
3. Cancellation of the scheduled public transport services consequent upon riot, strike, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
4. Compulsory quarantine, jury service or service of a subpoena involving the Insured Person.

Specific Conditions

If there is any other insurance effected by or on behalf of the Policyholder or the Insured Person insuring the same events insured within this Section, Our liability shall be limited to Our rateable proportion of any such loss.

Specific Exclusions

We shall not be liable to pay any benefit in respect of the Insured Person for:

1. the default of any:
 - (a) provider of transport; or
 - (b) agent of such provider; or
 - (c) agent acting for the Insured Person.
2. regulations made by any government or public authority.
3. strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an insured Trip was booked.
4. delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or Aviation Agency or any similar body in any country.
5. any of the Insured Person or the Insured Person's Immediate Family's business or financial contractual obligations.
6. a change of the Insured Person's plans or disinclination.

SECTION 7 - FLIGHT DELAY

In the event that the departure of the air Common Carrier in which the Insured Person had arranged for the scheduled Trip is delayed for at least six (6) hours from the time specified in the itinerary supplied to the Insured Person due to inclement weather, equipment failure or strike or other job action by the employees of the air Common Carrier or airport, We will pay the Insured Person Ringgit Malaysia two hundreds (RM200) for each full 6 consecutive hours delay up to the Sum Insured stated in the Certificate of Insurance.

Specific Claims Provisions

All claims must be submitted in writing to Us by the Insured Person, or the Insured Person's legal representative and all information, documents, and evidence required by Us shall be furnished at no expense to Us and shall be in such form and of such nature as We may prescribe. All claims must be reported to Us within thirty (30) days of a delay occurring, and must contain:

- (a) the policy number.
- (b) detailed circumstances of the delay.
- (c) a copy of declaration of delay made by the air Common Carrier.

Specific Exclusions

We shall not be liable for any claim:

1. arising or as the result of a chartered flights, unless such flights are registered in the international data system.
2. if comparable alternative transport has been made available within six (6) hours after Scheduled Departure Time or within six (6) hours of an actual connecting flight arrival time.
3. if the Insured Person fails to check-in according to the itinerary supplied, unless it is due to a strike.
4. if the delay is due to a strike or industrial action existing or announced before the start of the Trip.
5. if the delay is due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the Trip.

SECTION 8 - PERSONAL EFFECTS

If during a Trip, the baggage, and/or personal effects owned by the Insured Person or in the Insured Person's custody is damaged or lost, We will indemnify the Insured Person the cost of replacement of the articles for any amount up to the Sum Insured stated in the Certificate of Insurance, subject to the following clauses.

Specific Conditions

1. Any valid claim involving a motor vehicle, and at all time subject to Specific Exclusions 7, will be limited to a maximum of 50% of the Sum Insured stated in the Certificate of Insurance.
2. All claims will be subject to Us at Our discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
3. If applicable and if payment has been made under the Baggage Delay under Section 9, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
4. If there is any other insurance effected by or on behalf of the Policyholder or the Insured Person insuring the same events insured within this Section, Our liability shall be limited to Our rateable proportion of any such loss.
5. The deductible applied under this Section is Ringgit Malaysia one hundred (RM100) per event.

Specific Claims Provisions

In the event of a claim the Insured Person must give immediate written notice:

1. to the relevant carrier in the event of loss or damage in transit.
2. to the relevant police authority in the event of loss or theft.
3. a copy of the relevant carrier or police report must be submitted when a claim is made.
4. carrier or police reports must be obtained in the area where the loss occurred.
5. in the event of loss by a carrier, original tickets and baggage slips must be retained by the Insured Person and submitted when a claim is made.
6. benefits for baggage and personal effects will be in excess of all other valid and collectible insurance, including any payments made by a Common Carrier.
7. If at the time of occurrence of any loss there is other valid and collectible insurance in place, We will be liable only for the excess of the amount of loss, over the amount of such other insurance.
8. original purchase receipts are required in the event of claims regarding goods purchased during the Trip.
9. any item that comes in pairs or sets shall be regarded as one item.
10. in respect of jewellery claims, original or certified copies of valuation certificates issued prior to the commencement of the Duration of Cover must be submitted when a claim is made.
11. bottles of perfume, aftershave, and make up shall together be regarded as one item.
12. the equipment and accessories of any sport that the Insured Person takes on a Trip shall be regarded as one item.

Specific Exclusions

We shall not be liable to pay any benefit in respect of the Insured Person for:

1. loss to the Insured Person's baggage and/or personal effects left unattended in any public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
2. loss of the Insured Person's cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, securities of any kind and petrol or other coupons.
3. more than Ringgit Malaysia one thousand (RM1,000) in respect of any one article, or a pair or a set of articles.
4. mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by accident to the conveying vehicle.
5. destruction or damage due to wear and tear, moth or vermin.
6. baggage, clothing, and personal effects despatched as unaccompanied baggage.



7. theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means.
8. loss or damage to sports equipment whilst in use.
9. business goods and samples, tools.
10. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority.
11. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
12. for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring.
13. for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause.
14. a claim involving animals.
15. for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery or if the carrier is an airline if a property irregularity report is not obtained.
16. baggage and/or personal effects sent under an airway-bill or bill of lading.
17. contact lenses, hearing aids or bridges for a tooth or teeth.

SECTION 9 - BAGGAGE DELAY

If during a Trip, the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced by the air Common Carrier and is not delivered to the Insured Person within six (6) hours of his/her arrival at the airport in Malaysia, We will pay the Insured Person Ringgit Malaysia two hundreds (RM200) for every full six (6) consecutive hours of delay up to the Sum Insured stated in the Certificate of Insurance.

Specific Claims Provisions

All claims must be submitted in writing to Us by the Insured Person, or the Insured Person's legal representative and all information, documents, and evidence required by Us shall be furnished at no expense to Us and shall be in such form and of such nature as We may prescribe. All claims must be reported to Us within thirty (30) days of a delay occurring, and must contain:

- (a) the policy number.
- (b) detailed circumstances of the delay.
- (c) a copy of declaration of delay made by the air Common Carrier.

Special Conditions

1. The baggage and/or personal effects must have been checked in as registered baggage by the air Common Carrier for any benefit to be payable under this Section.
2. If upon further investigation it is later determined that the baggage and/or personal effects has been lost, any amount claimed and paid to the Insured Person under this Section will be deducted from any payment under the Personal Effects under Section 8.
3. The Insured Person shall exercise all reasonable measures and precautions for the safety of, and recovery of, any property insured hereunder. Notification of any apparent delay to baggage must be made immediately to the airline concerned.
4. If there is any other insurance effected by or on behalf of the Policyholder or the Insured Person insuring the same events insured within this Section, Our liability shall be limited to Our rateable proportion of any such loss.

Specific Exclusions

We will not indemnify the Insured Person for delayed baggage as a result of the following:

1. chartered flights, unless such flights are registered in the International Data System;
2. confiscation of baggage by customs or any government authority.
3. baggage and/or personal effects sent under an airway-bill or bill of lading.
4. delays due to a strike or industrial action existing or announced before the start of the Trip.
5. delays due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the Trip.
6. any delays of the return Trip.

SECTION 10 - LEGAL EXPENSES

If during a Trip, the Insured Person is arrested or are in danger of being arrested as the result of an automobile Accident, We agree to pay for any legal expenses incurred up to the Sum Insured stated in the Certificate of Insurance.

SECTION 11 - PERSONAL LIABILITY

Property Damage

If during a Trip, a claim is made or a suit brought against the Insured Person for Property Damage, We agree to pay to the Insured Person the Compensation up to the Sum Insured stated in the Certificate of Insurance for the damages for which the Insured Person is legally liable.

Bodily Injury to Third Party

If during a Trip, a claim is made or a suit brought against the Insured Person for Medical Expenses, Death or Accidental Bodily Injury as the result of an Accident caused by the Insured Person to another person, We agree to pay to the Insured Person the Compensation up to the Sum Insured stated in the Certificate of Insurance for the bodily injuries for which the Insured Person is legally liable.



Specific Conditions

1. The territorial limit of this Section is within Malaysia only.
2. If there is any other insurance effected by or on behalf of the Policyholder or the Insured Person insuring the same events insured within this Section, Our liability shall be limited to Our rateable proportion of any such loss.

Specific Definitions

1. Medical Expenses shall mean reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.
2. Property Damage shall mean damages to, destruction of or loss of use of tangible property.

Specific Exclusions

We will not be liable for any claims caused by or resulting either directly or indirectly from:

1. liability which is expected or intended by the Insured Person.
2. liability arising out of or in connection with a business engaged in by the Insured Person. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the business.
3. liability arising out of the rental or holding for rental of any part of any premises by the Insured Person.
4. liability arising out of the rendering of or failure to render professional services.
5. liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by the Insured Person.
6. liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft.
7. liability arising out of the transmission of a communicable disease by the Insured Person.
8. liability arising out of sexual molestation, corporal punishment, or physical or mental abuse.
9. liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug agency.
10. liability under any contract or agreement.
11. Property Damage to property owned by the Insured Person.
12. Property Damage to property rented to, occupied, or used by the Insured Person or in the Insured Person's care.
13. Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by the Insured Person under any worker's compensation law, non-occupational disablement law or occupational diseases law.
14. suits arising from any of the Insured Person's Immediate Family Member against the Insured Person.

SECTION 12 – EMERGENCY ASSISTANCE SERVICES (24 Hours Hotline: 03-7628 3835)

The Insured Person is entitled to obtain assistance from Our Appointed Assistance Provider in respect of the following:

Round-the-Clock Telephone Access

If the Insured Person requires assistance, he/she may contact Our Appointed Assistance Provider's 24-hour dedicated hotline made available around the clock for immediate assistance and advice.

Medical Assistance

1. **Tele-Medical Consultation**
Our Appointed Assistance Provider will arrange for the provision of medical consultation for Insured Person over the telephone.
2. **Medical Referral and Arrangement for Medical Appointments**
Our Appointed Assistance Provider shall exercise its best efforts to provide to the Insured Person, upon request, the name, address, telephone number and, if available, the business operating hours of local Physician, Hospitals, clinics, dentist and dental clinics.

Our Appointed Assistance Provider shall also when requested, assist to confirm the availability of the applicable medical or dental professional to arrange the medical or dental appointment on behalf of the Insured Person to enable the Insured Person to seek treatment.

3. **Monitoring of Medical Condition**
In the event the Insured Person is hospitalised, Our Appointed Assistance Provider shall monitor the Insured Person's medical condition from time to time until the Insured Person is discharged from the Hospital.

Travel Assistance

1. **Inoculation, Passport and Visa Information**
Our Appointed Assistance Provider will provide information concerning inoculation and visa requirement for foreign countries, as those requirements are specified from time to time.
2. **Weather and Foreign Exchange Information**
Our Appointed Assistance Provider will provide information to the Insured Person regarding the exchange rate of major foreign currencies and weather forecasts and temperatures of foreign countries.



3. Location of Lost Items/ Personal Belongings
Our Appointed Assistance Provider will assist the Insured Person who has lost their luggage, documents and personal belongings while trying by referring the Insured Person to the appropriate authorities involved.
4. Consulate/ Embassy Referral
Our Appointed Assistance Provider will provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.
5. Flight Information
Our Appointed Assistance Provider will provide flight information on the arrival and departure by destination, time and flight number upon request. The information will only be available for present day, the day before and the day after the Insured Person's enquiry.
6. Legal Referral
Our Appointed Assistance Provider will provide contact information pertaining to the coordination of bail bond and legal assistance worldwide upon the Insured Person's request. The Insured Person shall be responsible for the selection and payment incurred of the law firm selected.
7. Translator/ Interpreter Referral
Our Appointed Assistance Provider will provide contact information for translators and interpreters in the area in which the Insured Person is travelling in the case of communication problems. The Insured Person shall be responsible for the selection and payment incurred of the interpreter.

For the purpose of Section 12, the following applies:

Indemnity Clause:

Our Appointed Assistance Provider undertakes to exercise due care and diligence in the appointment and/or referral of any service provider to assist the Insured Person. Our Appointed Assistance Provider assumes no responsibility for any advice or service provided by any third-party service provider.

Third Party Costs:

All third-party costs associated with the services provided are the Insured Person's responsibility.

PART 6 – SPECIAL EXTENSION

The benefits under this Policy are extended to include the following:-

1. **Strike, Riot and Civil Commotion**
Unless specifically stated otherwise, this Policy is extended to cover the Insured Person as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as the Insured Person himself/herself is actively participating when this extension becomes null and void.
2. **Unprovoked Murder or Assault**
This Policy is extended to cover the Insured Person as within mentioned resulting from murder or assault provided always that this extension does not apply if the event is due to provocation by the Insured Person.

PART 7 – GENERAL EXCLUSIONS

We shall not be liable to pay any benefit in respect of Insured Person:-

War or Terrorism

1. for any losses occasioned by Civil War or Foreign War.
2. for any losses sustained or suffered whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
3. for any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with act of Terrorism but only as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- a) Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.



- d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Suicide or Wilful Act

4. for any losses caused or provoked intentionally by the Insured Person.
5. for any losses due to wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice.

Drugs or Alcohol

6. for any losses sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.

Criminal or Fraudulent

7. for any losses sustained whilst or as a result of participating in any criminal act.
8. for any losses which is in any part fraudulent, false, exaggerated or if the Insured Person or anyone acting for Insured Person, makes a claim in a fraudulent or false way, or where We have been given documents or information that are false or stolen or incomplete.

Pregnancy or Cosmetic

9. for any losses resulting from pregnancy or childbirth.
10. for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.

Health Conditions

11. any Pre-existing physical defects or infirmity or congenital conditions
12. osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area when pre-existing disease has caused the weakening of the bone) if osteoporosis or bone disease diagnosed prior to the Issued Date of Certificate of Insurance.
13. for Bodily Injury or Sickness caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or HIV and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the Insured Person to show that Bodily Injury or Sickness was not caused by or did not arise through AIDS or HIV.
14. for Bodily Injury or Sickness caused by or arising from or due to venereal or venereal related disease.
15. for treatments of nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
16. for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
17. any pathological fracture.

Hazardous Sports or Activities

18. for any losses sustained whilst or as a result of participating in any sport including the training as a professional player.
19. for any losses sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
20. for any losses sustained whilst or as a result of active participation in any hazardous sport such as but not limited to :-
i) Parachuting, skydiving, hangliding, paragliding, parasailing, bungee jumping or any other airborne like activities
ii) Base Jumping , cliff diving and cliff jumping
iii) Off-piste skiing/snowboarding
iv) White water rafting grade 4 or above
v) Scuba diving unless the Insured Person is accompanied by a qualified instructor up to a depth of eighteen (18) meters or the Insured Person holds a PADI certificate (or similar recognized qualification) up to a maximum depth as stated in his/her PADI certificate (or similar recognized qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.
vi) Sailing
vii) Martial Arts, boxing , wrestling and other activities with rough physical contacts
viii) Performing any sports whilst the Insured Person does not hold a valid qualification. This applies to any sports which require the Insured Person to hold a valid qualification to perform the sports.
ix) Any competition sports which means any involvement in training or participating in an organised sport event or contest of a physically demanding, acrobatic and/or combative nature. These include but are not limited to cycling, triathlons, biathlons, ultra marathons, equestrian, sailing and other water sports, football, rugby, hockey, gymnastics, pole jumping, fencing, weight lifting, archery, shooting, martial arts, boxing and all winter sports.
x) Hiking, trekking or mountaineering above three thousands (3,000) metres from sea level
xi) Outdoor rock climbing or abseiling unless it is:-
• Climbing or abseiling an artificial wall and,
• Provided under the guidance and supervision of qualified guides and/or instructors of the tour operator or activity provider and always subject to the Insured Person following their advice and /or instruction; and
• Height of less than thirty (30) metres.

Flying

21. for any losses whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.



Occupation

22. for any losses sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the Bodily Injury occurred whilst the Insured Person is on leave or not in uniform.
23. for any claim involving Insured Person taking part in any of the following:-
 - i) Expeditions
 - ii) Missionary or humanitarian travel
24. While the Insured Person is involved in any of the occupations mentioned hereunder:-
 - i) While performing work as a manual workers, engaging in manual labour or using hazardous machineries
 - ii) Wood working machinists - using wood working machinery driven by mechanical power
 - iii) Aircraft testers and aircraft crews (not applicable when **You** are not engaging in any trade or technical operation in the aircraft)
 - iv) Armed forces personnel including police, army/military and law enforcement officers
 - v) Commercial divers, dive instructors and divemasters (not applicable when the Insured Person is diving for leisure)
 - vi) Racing drivers
 - vii) Seamen and Fishermen
 - viii) Oil rig workers including Off-shore workers
 - ix) Circus Performers
 - x) Stuntman
 - xi) Entertainer
 - xii) Whilst engaged in demolition of buildings
 - xiii) Firemen
 - xiv) Jockeys
 - xv) Whilst engaged in underground mining and tunnelling
 - xvi) Explosive handlers
 - xvii) Quarrymen
 - xviii) Security personnel using firearms
 - xix) Stevedores
 - xx) Sawyers, logging workers and tree fellers
 - xxi) Window cleaners (High rise building exceeding 9m)/ Painters (High rise building exceeding 9m)
 - xxii) War correspondents

Travelling Against Advice

25. If the Insured Person is medically unfit for travel, or travelling against a Doctor's advice, or travelling for the specific purpose of seeking medical advice, care, or treatment.

Awareness of Circumstances

26. For any incident or circumstance of which the Insured Person was aware of or could reasonably be expected to be aware of at the time the Insured Person purchased this Policy or booked his/her travel (whichever occurs last) and which could reasonably be expected to lead to the Insured Person making a claim under this Policy.
27. For the Insured Person not taking precaution to avoid a claim after there was a warning in the mass media including from the government or news channel of a strike, riot, natural disaster or extreme weather conditions or other circumstances.
28. If the Insured Person does not take reasonable efforts to safeguard his/her property or to avoid Injury or minimise any claim under this Policy

Consequential Loss

29. Any consequential loss or damage arising from or in connection with any covered events.

PART 8 – GENERAL CONDITIONS

1. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

2. Conditions Precedent To Ours Liability

Our liability is conditional upon :-

- i) the truth of the statements and information as provided to Us.
- ii) the due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You and the Insured Person.

3. Cancellation

We will not allow any refund of premium once the Policy and/or the Certificate of Insurance is issued.

4. Notice of Claim

Written notice of claim must be given to Us within thirty (30) days from the Date of Loss or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured Person to Us with information sufficient to quantify the Insured Person shall be deemed notice to Us.

5. Right of Recovery

In the event authorization of payment and/or payment is made by Us or Our Appointed Assistance Provider for a medical claim whereby policy liability is not engaged, We or Our Appointed Assistance Provider reserves the right to recover against You and/or the Insured Person for the full sum which We or Our Appointed Assistance Provider is liable to the medical institution which Insured Person was admitted to.



6. Multiple Insurance

For each Insured Person, We shall not be liable for the same claim under more than one Travel Insurance Policy relating to the same Duration of Cover. In the event of multiple Travel Insurance Policies being issued for the same Insured Person, We shall only be liable under one insurance policy, whichever is issued later.

7. Payment of Claim

Indemnity for Accidental Death of Insured Person will be paid to the Insured Person's estate. All other indemnities shall be payable to the Insured Person, with exception of Section 4 and 5.

8. Policy Not Assignable

This Policy is not assignable and We shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. Benefits shall only be payable to the Insured Person or his/her legal representatives, whose receipts shall effectually discharge Us.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us. Unless any such action or suit is commenced within six months of the making of an award We shall not be liable to make any payment in excess of the amount of the award.

10. Governing Law

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, nor to orders obtained in the said Court for the enforcement of judgments made outside Malaysia, whether by reciprocal agreements or otherwise.

11. Fraud

Any statement made by You and/or the Insured Person which is an intentional misstatement of fact or which constitutes a fraud, shall result in Our right to terminate this Policy immediately.

12. Legal Action

No legal action may be brought to recover on the Policy under sixty (60) days after We have been given written proof of loss. No such action may be brought after two (2) years from the date of loss.

13. Interest

No amounts payable by Us under this Policy shall carry interest.

14. Currency

Premium and benefits payable under this Policy shall be in Ringgit Malaysia.

15. Subrogation

Any claimant under this Policy shall at the request and at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall or would be entitled to subrogated to upon its paying for or making good any destruction or damage under the respective section whether such acts and things shall be or become necessary or required before or after his or her indemnification by Us.

16. Termination By Us

Subject to the provisions of this Policy, We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective seven (7) days following the date of such notice.

17. CASH BEFORE COVER

It is fundamental and absolute condition of this Policy that the full premium payable is received by Us on or before the effective date of this Policy/ Certificate of Insurance or endorsed hereafter. We shall not be liable upon this Policy unless the said premium is paid to Us before commencement of cover.

18. DUTY OF DISCLOSURE

Consumer Insurance Contracts

Where You have applied for this Insurance wholly for Yourself/family/dependants, 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.

Non-Consumer Insurance Contracts

Where You have applied for this Insurance for the purpose of providing insurance benefits to Your employees and their family/dependants, 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.