

## 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 thirty (30) 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. Coverage under Section 4 is effective upon the issuance of the Certificate of Issuance and terminates on the date of departure for the direct journey to Malaysia.
2. 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 port in Malaysia or Singapore or Brunei;
  - 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	<b>Accidental Death</b> - Per Adult - Per Child	50,000 15,000
2	<b>Permanent Disablement</b> - Per Adult - Per Child	50,000 15,000
3	<b>Medical Related Benefits</b> (a) Medical Expenses due to Accident or Acute Unexpected Sickness (b) Clinical Outpatient Treatment due to Accident	10,000 500
4	<b>Trip Cancellation</b>	1,000
5	<b>Flight Delay</b> (RM100 for every 6 consecutive hours)	400
6	<b>Travel Re-route</b> (RM150 for every 6 consecutive hours)	150
7	<b>Loss of or Damage to Check-in Baggage</b>	500
8	<b>Personal Liability</b>	50,000 <i>Any one loss and in aggregate</i>

## 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 age of the Insured Person at his/her last birthday.
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 Surgeon	:	A registered medical practitioner who is qualified and licensed to practise western medicine 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.
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: - <ol style="list-style-type: none"> <li>a. has facilities for diagnosis and major surgery,</li> <li>b. provides twenty-four (24) hours a day nursing services by registered and graduate nurses,</li> <li>c. is under the supervision of a Physician, and</li> <li>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.</li> </ol>
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: - <ol style="list-style-type: none"> <li>a. the Insured Person had received or is receiving treatment; or</li> <li>b. medical advice, diagnosis, care or treatment has been recommended; or</li> <li>c. clear and distinct symptoms are or were evident; or</li> <li>d. its existence would have been apparent to a reasonable person in the circumstances.</li> </ol>

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 port in Malaysia or Singapore or Brunei 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:

		<b>Percentage of Sum Insured</b>
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**

- Medical Expenses shall include and be limited to the following services provided during the Hospitalisation of Insured Person:
  - charges for 2-bedded Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre.
  - fees of Physicians.
  - 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.
  - charges for a registered nurse (R.N.)
- 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**

- Ambulatory Medical Centre means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
- 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 - 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 thereat 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 5 - 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 one hundred (RM100) 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 6 – TRAVEL RE-ROUTE**

If during the Trip, the Common Carrier in which the Insured Person had arranged to travel is re-routed and the Insured Person's arrival at the scheduled Destination has been delayed for at least six (6) consecutive hours from the time specified in the ticket or itinerary supplied to him/her due to adverse weather conditions or mechanical breakdown, We will pay the Insured Person ringgit Malaysia one hundred and fifty (RM150) for every full six (6) consecutive hours of delay due to the diversion, up to the maximum relevant Sum Insured specified in Your Policy Schedule.

The period of delay shall be calculated from the original scheduled arrival time as stated in the Insured Person's ticket or travel itinerary to the actual arrival time at the scheduled Destination.

### **Specific Conditions**

- a. This coverage is effective only if You purchased this Policy before You or the Insured Person becomes aware of any circumstances, which could lead to the disruption of the scheduled Trip.
- b. This Benefit is payable only once for each Trip.

### **Specific Claims Provisions**

- a. All claims must be submitted in writing to Us 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:-
  - (i) the policy number
  - (ii) detailed circumstances of the delay
  - (iii) any proof of the delay and the flight number and place where the delay occurred.
- b. The delay must be verified in writing by the operator(s) of the Common Carrier or their handling agent(s) as well as the number of hours delayed and the reason for the delay.

### **Specific Exclusions**

In addition to the General Exclusions, We shall not be liable to pay any benefit in respect of any claim under this Section which is directly or indirectly caused by any of the following:-

- a. Any travel insurance purchased within six (6) hours from the original Scheduled Departure Time as stated in the Insured Person's ticket or travel itinerary;
- b. Any delay which is arising from or as the result of a chartered flight, unless such flight is registered in the International Data System;
- c. If comparable alternative transport has been made available within six (6) hours after the Scheduled Departure Time.

## **SECTION 7 - LOSS OF OR DAMAGE TO CHECK-IN BAGGAGE**

If during a Trip, the checked-in baggage of the Insured Person is lost or damaged due to negligence of the Common Carrier or theft, We will reimburse for the purchase cost of the lost item or reimburse the repair cost of the damaged item up to the Sum Insured specified in the Certificate of Insurance.

### **Specific Conditions**

1. The claim should be made against the Common Carrier first prior to Us making any payment under this benefit. Such claims must be submitted with proof of compensation received from the Common Carrier or if such compensation is denied, proof of such denial.
2. If the Insured Person becomes entitled to a refund of or reimbursement of all or part of such expenses from any source, or if there is in place any other insurance against the events covered under this Section, We will only be liable for the excess of the amount recoverable from such other source of insurance

### **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.

### **Specific Exclusions**

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

1. for loss, destruction, or damage due to delay, confiscation or detention by order of any government or Public Authority;
2. for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
3. 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; or
4. loss of or damage to baggage sent under an airway-bill or bill of lading.
5. Any unexplained loss or damage

## **SECTION 8 - 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.

## **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**

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### **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 have 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 have 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.