

Schedule Of Benefits		Sum Insured maximum up to (RM)		
Plan		Premier	Superior	Domestic
<b>A</b>	<b>Medical Related Benefits</b>	<b>Accident &amp; Illness</b>		<b>Accident only</b>
1	Medical Expenses - Up To The Age Of 70 Years - Above The Age Of 70 Years  <i>Deductible of RM200 for <b>mountain sickness</b> claim</i>	10,000,000 100,000	300,000 75,000	20,000 10,000
2	Medical Expenses In Malaysia - Up To The Age Of 70 Years - Above The Age Of 70 Years  Maximum days of treatment in Malaysia  <i>Subject to Medical Expenses Limit in A1</i>	150,000 50,000  30 days	100,000 30,000  30 days	N/A N/A  N/A
3	Daily Hospital Income (RM 250 for every complete day)  <i>Subject to Medical Expenses Limit in A1</i>	30,000	15,000	N/A
4	Alternative Medicine  <i>Subject to Medical Expenses Limit in A1</i>	1,000	500	N/A
5	Emergency Medical Evacuation and Repatriation of Mortal Remains	Unlimited	Unlimited	20,000
6	Compassionate visit	7,500	5,000	N/A
7	Child Guard	7,500	5,000	N/A
<b>B</b>	<b>Personal Accident Benefits</b>			
1	Accidental Death & Permanent Disablement	300,000	250,000	50,000
<b>C</b>	<b>Travel Inconvenience &amp; Other Travel Related Benefits</b>			
1.1	Travel Cancellation  Per Individual Per Family	25,000 75,000	18,000 54,000	1,000 3,000
1.2	Travel Curtailment  Per Individual Per Family	25,000 75,000	18,000 54,000	N/A
2	Travel Delay  <u>Common Carrier</u> i. Overseas ii. Malaysia (RM 150 for every 6 consecutive hours of delay)  <u>Chartered Flight</u> i. Overseas and Malaysia (RM 150 for every 10 consecutive hours of delay)	3,600 600  1,200	3,150 300  900	N/A 300  150
3.1 3.2 3.3 3.4	Travel Re-route Travel Overbooked Travel Misconnection Missed Departure  (RM 200 for every 6 consecutive hours of delay)	1,200	600	N/A
4	Baggage Delay  <u>Overseas</u> Per Individual Per Family	1,000 3,000	800 2,400	N/A N/A

	<u>Malaysia</u> Per Individual Per Family  (RM200 for every 6 consecutive hours of delay)	400 1,200	200 600	400 1,200
5	Damage or loss of baggage and/or personal effects  <u>Baggage Damage</u> Per baggage  <u>Loss of Baggage and/or Personal Effects</u> Per Individual Per Family (Maximum limit any one item is RM500) (Maximum limit for laptop or golf equipment is RM 1,000)	250  7,500 22,500	250  5,000 15,000	N/A  1,000 3,000
6	Loss of Travel Documents	6,500	5,000	N/A
7	Loss of Money	1,000	750	N/A
8	Personal liability	1,000,000	1,000,000	500,000
9	Home Inconvenience Allowance	2,000	1,000	N/A
<b>D</b>	<b>Trip Assistance Solutions</b>			
1	24/7 Worldwide Travel Assistance	Included	Included	Included
2	Doctor or Physician On Call	Included	Included	N/A
3	World Event Alert Services	Included	Included	N/A
4	Global Weather	Included	Included	N/A
5	Emergency Travel Services	Included	Included	N/A
6	Emergency Language Interpreter	Included	Included	N/A
7	Ambassador Services	Included	Included	N/A
8	Global Cash	Included	Included	N/A

## PART 1 – THE CONTRACT

This policy, together with the **policy schedule**, the application, and any endorsements, is evidence of the contract between **you**, holder of the policy, and if selected, on behalf of **your spouse** or **your family** named in the **certificate of insurance** and **us**. **We** agree to provide **you** the insurance cover described in this policy provided that **you** pay the premium when due and **we** agree to accept it subject to the terms and conditions of this policy.

## PART 2 – DEFINITION

The following words and phrases shown in bold when used anywhere within this policy have specific meanings, are explained below.

### **Accident/Accidental**

shall mean 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 **injury**.

### **AIDS**

shall mean Acquired Immune Deficiency Syndrome or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this policy, the definition of **AIDS** shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in our opinion that either the presence of any HIV or antibodies to such a virus).

### **Annual Trip Plan**

shall refer to a policy for multiple **trip** over the annual period within the **period of insurance** up to:

- (a) 100 consecutive days for an **overseas trip**; or
- (b) 60 consecutive days for a **domestic trip**;

from the time of departure to the date of return to Malaysia.

### **Certificate of Insurance**

shall mean a certificate which is issued by **us** to **you** after payment of the applicable premium has been made and received by **us**.

### **Chartered Flights**

shall mean air conveyance organized by the travel agent for travel on regular and published routes for a period of 1 month or more and is licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers.

### **Child/Children**

shall mean a financially dependant child (including stepchildren and those legally adopted) aged 30 days and above and up to 18 or 25 years if they are financially dependent and are in full time education.

### **Common Carrier**

shall mean any commercial road, rail, sea or air conveyance licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers and which have fixed and established routes only. It does not include taxis, helicopters, limousine services and **chartered flights**.

### **Competent Age**

shall mean the age eligibility for **you** to qualify for cover under this policy as described below:

- (a) age of 30 days and above for a **per trip plan**; or
- (b) age of 18 to 70 years, with policy renewal up to the age of 80 years for an **annual trip plan**.

### **Date of Loss**

is the date when **you** are first diagnosed with a **disability** or an incident which leads to a claim event covered by this policy.

### **Deductible**

shall mean the amount of expenses or loss to be paid by **you** before the policy benefits become payable.

### **Disability**

shall mean an **injury** and/or **illness** including complications arising, sustained or related to the same **injury** or **illness**.

### **Doctor or Physician**

shall mean a medical practitioner who is currently registered, licensed and qualified to practice contemporary western medicine within the scope of expertise in the geographical area and jurisdiction where medical services are provided and is certified by the appropriate health authorities in an area of medical specialty, provided that such medical practitioner:

- (a) is not **you**, **your** business partner or **our** agent; and
- (b) is not related to **you** and/or **your immediate family members**.

### **Domestic Trip (applicable for Domestic Plan)**

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The **policy schedule** and policy wordings shall be read together to form an entire contract between Chartis Malaysia Insurance Berhad and **you**.

shall mean travel undertaken by **you** during the **period of insurance** for the purpose of leisure and/or business travel which is a **per trip plan** or as an optional **annual trip plan** for travels which are:

- (a) within Malaysia including travel from West to East Malaysia and vice versa;
- (b) beyond 50 kilometers from **your** place of residence or stay; and
- (c) excludes any daily commute to and from **your** place of employment or work.

The coverage for **domestic trip** consists of:

- (i) Travel Cancellation:
  - **Per trip plan**- coverage shall commence after 24 hours from the purchase of the policy, unless due to **accidental** causes in which case cover commences from the policy purchase date;
  - **Annual trip plan**- coverage shall commence after 24 hours from the purchase of the policy or after travel is booked whichever occurring later, unless due to **accidental** causes in which case cover commences from the travel booking date;and shall terminate upon departure from **your** normal place of residence or work, whichever occurring earlier.
- (ii) Travel Delay coverage shall commence within 12 hours prior to departure from **your** normal place of residence or work, whichever occurring later, and shall terminate upon **your** return to **your** normal place of residence or work, whichever occurring earlier.
- (iii) For benefits not stated under items (i) & (ii) above, **your** policy coverage shall commence upon departure from **your** normal place of residence or work, whichever occurring later and terminates upon return to **your** place of residence or work or after the expiry of the policy, whichever occurring earlier.

Please note that the terms and conditions stated in Part 3 - Benefits shall apply to all benefits and no coverage will be provided outside the **period of insurance**.

#### **Effective Date**

shall mean the date this insurance coverage starts as shown in the **policy schedule** or **certificate of insurance** as the case may be.

#### **Family**

shall mean **your spouse** and **child/children**.

#### **Hospital**

shall mean an establishment duly constituted, registered and operating as a **hospital** for the care and treatment of sick and injured persons as paying bed patients and which has:

- (a) facilities for diagnosis and major **surgery**;
- (b) provides 24 hours nursing services by graduate nurses;
- (c) under the supervision of a **doctor** or **physician**; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishments.

#### **Illness**

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

#### **Immediate Family Members**

shall refer to the **spouse**, **child**, **parent** and their siblings, parent-in-law, grandparent, grandparent-in-law, grandchild, sibling, sibling-in-law, niece or nephew.

#### **Injury**

shall mean bodily injury caused solely and directly by an **accident** and does not result from **illness** and shall include food poisoning.

#### **Jewelry**

shall mean objects worn on the body as decoration which have inclusions of precious metals, precious stones or semi precious-stones.

#### **Laptop**

shall mean the complete **laptop** including accessories or attachments that come as standard equipment with the **laptop**. Any handheld computers, tablet computers or devices including but not limited to personal digital assistants (PDA) and the like are excluded from this category.

#### **Limb**

shall mean a hand at or above the wrist or of a foot at or above ankle.

#### **Loss of Hearing**

shall mean **permanent** irrecoverable loss of hearing where:

- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1000 Hertz
- If c dB = Hearing loss at 2000 Hertz

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The **policy schedule** and policy wordings shall be read together to form an entire contract between Chartis Malaysia Insurance Berhad and **you**.

If d dB = Hearing loss at 4000 Hertz  
1/6 of (a+2b+2c+d) is 80dB

### Loss of Speech

shall mean the **permanent disability** in articulating any 3 of the 4 sounds which contribute to speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of the vocal cord or damage of the speech center in the brain resulting in aphasia.

### Loss of Use

shall mean **permanent** total loss of use or **permanent** total loss by physical severance (separation).

### Medically Necessary

shall mean a medical service provided by a **doctor** or **physician** which is:

- (a) consistent with the diagnosis and is a customary medical treatment for the covered **disability**;
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;
- (c) not for the convenience of **you** or the **doctor** or **physician** and unable to be rendered out of a **hospital** (if admitted as an in-patient);
- (d) not of experimental, investigational, research, preventive or screening in nature; and
- (e) for which charges are reasonable, customary and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar **disability** in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting **your disability**.

### Mountain Sickness

shall mean physiological changes and pathological effect caused by an acute exposure to low partial pressure of oxygen at high altitudes resulting in altitude illness.

### Overseas Trip (not applicable for Domestic Plan)

shall mean a travel undertaken by **you** during the **period of insurance** for the purpose of leisure and/or business travel which is:

- (a) a **per trip plan** or **annual trip plan**;
- (b) out of Malaysia; and
- (c) within the selected region as stated in the **policy schedule** or **certificate of insurance**.

The coverage for **overseas trip** consists of:

- (i) Travel Cancellation:
  - **Per trip plan**- coverage shall commence after 24 hours from the purchase of the policy, unless due to accidental causes in which case cover commences from the policy purchase date;
  - **Annual trip plan**- coverage shall commence after 24 hours from the purchase of the policy or after travel is booked whichever occurring later, unless due to **accidental** causes in which case cover commences from the travel booking date;and shall terminate upon departure from Malaysia.
- (ii) Coverage in-respect of the following benefits;
  - Travel Overbooked;
  - Travel Missed Departure;
  - Travel Delay; and
  - Accidental Death & Disablement sections of the policy;
  - shall commence within 12 hours prior to **your** departure from Malaysia; and
  - except for Accidental Death & Disablement shall terminate at the earlier of **your** arrival to Malaysia or the policy expiry date. Accidental Death & Disablement shall terminate at the earlier of 12 hours upon **your** arrival to Malaysia or after the expiry of the policy.
- (iii) For benefits not stated under items (i) & (ii) above, **your** policy coverage shall commence:
  - after **your** departure from Malaysia; and
  - except for Medical Treatment in Malaysia shall terminate at the earlier of **your** arrival to Malaysia or the policy expiry date. Medical Treatment in Malaysia shall terminate at the earlier of 24 hours upon **your** arrival to Malaysia or after the expiry of the policy.

No cover is available outside of the **period of insurance**, except as outlined above for the Accidental Death & Disablement and Medical Treatment in Malaysia benefits.

### Parent

shall mean **your** legal **parent** (whether biological, step or adopted).

### Period of Insurance

shall mean the duration of the policy as stated in the **policy schedule** or **certificate of insurance**.

**Permanent**

shall mean an event, which at the end of 6 months from the **date of loss** is concluded by **us** to be beyond any hope of recovery or improvement.

**Per Trip Plan**

shall refer to a policy for one returning **trip** within the **period of insurance** up to:

- (a) 210 consecutive days for an **overseas trip**; or
- (b) 60 consecutive days for a **domestic trip**;

from the time of departure to the date of return to Malaysia.

For one way travel, coverage terminates 5 days upon **your** arrival at the **common carrier** or **chartered flight** station or terminal.

**Plan**

shall mean the choice of Domestic, Superior, or Premier **plan** as selected by **you** or a representative of **yours, family** or **spouse** as set out in the **policy schedule**.

**Policy Schedule**

shall mean a document which is issued to **you** and acts as written proof of insurance coverage for **you**.

**Region**

shall mean either one of the following as reflected in the **policy schedule** or **certificate of insurance**:

**Region 1:** Australia, Brunei, Cambodia, China [excluding Tibet & Mongolia (Inner & Outer)], Dubai, Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia (West to East & vice versa), Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Vietnam;

**Region 2:** Europe including Region 1 countries;

**Region 3:** Worldwide including Bangladesh, Middle East, Mongolia (Inner & Outer), Nepal, Tibet.

**Schedule of Benefits**

shall mean the benefits made available under this insurance coverage.

**Spouse**

shall mean **your** legal **spouse**.

**Strike**

shall mean work stoppage caused by collective action carried out by a group of workers or employees who willfully refuse to perform work, usually in response to employees' grievances for which there may be presence of relevant authorities for purposes of preventing violent acts.

**Surgery**

shall mean any of the following medical procedures:

- (a) to incise, excise or electro cauterize any organ or body part, except for dental services;
- (b) to repair, revise, or reconstruct any organ or body part;
- (c) to reduce by manipulating a fracture or dislocation; or
- (d) use of endoscope to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

**Theft**

shall mean a permanent loss of belongings:

- (a) where there is physical evidence of a break-in of a premises (where applicable);
- (b) where **your** belongings are taken or attempted to be taken by force by causing or attempt to cause death, hurt, wrongful restraint or the fear of the same;
- (c) where the belongings are taken by force at any place where the general public has free access to. Such forceful snatching shall comprise the elements of stealth and surprise;
- (d) where the belongings are taken from a pocket, bag or purse at any place where the general public has free access to, such act shall comprise the elements of stealth;
- (e) shall mean a permanent loss of belongings where the belongings are taken without **your** consent with the intention of permanently depriving **you** of **your** belongings.

**Travel companion**

shall mean **your** sole travelling companion (whom **your trip** depends on) who has travel bookings to accompany **you** for the entire **trip** who is not **your immediate family members**.

**Travel Guard**

is **our** business partner that provides travel, medical and claim service assistance.

**Trip**

shall mean either the **domestic** or **overseas trip** for the purpose of leisure and/or business within the **period of insurance**.

**You/Your**

shall mean the person of **competent age** or cooperate body as described in the **policy schedule** or **certificate of insurance** to whom this policy has been issued to and if selected, includes **your spouse** or **your family** of which **you** have paid the applicable premium.

**We, us or our**

shall mean Chartis Malaysia Insurance Berhad (795492-W).

<b>PART 3 – BENEFITS</b>
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**We** will pay for the benefits described below for a loss occurring during the **period of insurance**. **We** will pay the limits that corresponds set to the **plan** stated in the **schedule of benefits** as stated in the **policy schedule** or **certificate of insurance**.

**A) Medical Related Benefits****1. Medical expenses**

If **you** suffer from a **disability** while on a **trip**, **we** will reimburse the **medically necessary** expenses, incurred within 52 weeks from the **date of loss** up to the amount specified in item A1 of the **schedule of benefits**, subject to the **deductible** for **mountain sickness** claim as specified.

All arrangements for **hospital** admission must be done via **Travel Guard** unless the arrangements were beyond **your** control and deemed reasonable by **us**.

In respect of **overseas trips** no cover is provided for any expenses incurred in Malaysia except to the extent provided below under item A)2. Medical Expenses in Malaysia.

In respect of **domestic trip**, this benefit is only applicable to **accidental** causes; we will reimburse the **medically necessary** expenses, incurred within 30 days from the **date of loss**.

**2. Medical expenses in Malaysia**

If **you** suffer from a **disability** while on an **overseas trip** and then seek follow-up treatment in Malaysia, **we** will reimburse the **medically necessary** expenses:

- (a) incurred within 30 days upon arrival to Malaysia; or
- (b) if no treatment was sought overseas, the treatment must be sought within 24 hours from the date of arrival to Malaysia;

up to the number of days or amount specified in item A2 of the **schedule of benefits** subject to medical expenses limit specified in item A1, whichever occurring first.

For the purpose of item A1 to A2 above, medical expenses includes: **hospital** accommodation and meals (semi private room and intensive care unit), nursing care during admission, medicines, **hospital** supplies, laboratory examinations and tests, physiotherapy, **surgery**, anesthetic, operating theatre, consultation, diagnostic tests, ambulance fees, medical reports fees, **hospital** registration, administration charges and taxes charges for the stated items.

In the event of admission for item A1 and A2, where permissible, **Travel Guard** will advance payment to the **hospital**.

**3. Daily hospital income**

If **you** suffer from a **disability** while on an **overseas trip** which requires admission as an in-patient in a **hospital** overseas and such admission is **medically necessary**, **we** will pay for every day of admission at and up to the amount specified in item A3 of the **schedule of benefits** subject to the medical expenses limit specified in item A1.

**4. Alternative medicine**

If **you** suffer from a **disability** while on an **overseas trip** which requires alternative treatment, **we** will reimburse the **medically necessary** expenses incurred overseas up to the amount specified in item A4 of the **schedule of benefits** subject to the medical expenses limit specified in item A1.

The **disability** must be attended and diagnosed by a registered traditional medicine practitioner, osteopath, physiotherapist and/or a chiropractor who is not **you**, **your** business partner or **our** agent or who is not related to **you** or **your immediate family members**.

**5. Emergency medical evacuation and repatriation of mortal remains**

If **you** suffer from a **disability** while on a **trip** and deemed reasonable and necessary by **us**, **Travel Guard** will:

- (a) transport **you** to a medical facility deemed appropriate for **medically necessary** treatment; or
- (b) transport **you** to Malaysia;

using transportation that is deemed to be the most suitable up to the amount specified in item A5 of the **schedule of benefits**.

If **you** suffer from a **disability** while on a **trip** and as a result dies, **Travel Guard** will arrange for **your** repatriation back to **your** place of residence in Malaysia. **We** will reimburse the reasonable and necessary expenses incurred overseas or within Malaysia (applicable for **domestic trip** only) for services and supplies provided by the mortician or undertaker, including but not limited to the cost of a basic casket, embalment and cremation if so elected. This will not include expenses related to religious ceremony or rites.

All arrangements for the evacuation and repatriation must be done via **Travel Guard** unless the arrangements were beyond **your** control and deemed reasonable by **us**.

For arrangements done by **you**, **we** will reimburse the reasonable and necessary expenses to **you** for an amount that would have been incurred if **Travel Guard** had made the arrangement.

## 6. Compassionate visit

If **you** suffer from death or a **disability** while on an **overseas trip**, **we** will reimburse the reasonable and necessary additional expenses incurred by 1 person for accommodation, communication, travel and meals up to the amount specified in item A6 of the **schedule of benefits**;

- (a) to take care of **you** while **you** are admitted as an in-patient in an overseas **hospital** for more than 5 consecutive days and such admission is **medically necessary**; or
- (b) to assist with **your** repatriation and burial or cremation at the location of **your** death.

For the purpose of item A6, if **you** have purchased:

- a **per trip plan**, **you** are entitled to only 1 reimbursement for 1 return **trip** within the **period of insurance**; or
- an **annual trip plan**, **you** are entitled to only 1 reimbursement for every **trip** commenced over the annual period within the **period of insurance**.

## 7. Child Guard

If **you** suffer from a **disability** while on an **overseas trip**, **we** will reimburse **Travel Guard** for the reasonable and necessary expenses incurred to accompany **your child/children** back to Malaysia in an event:

- (a) **you** are admitted as an in-patient in an overseas **hospital** and such admission is **medically necessary**; and
- (b) there is no one to look after the **child/children**.

## B) Personal Accident Benefits

### 1) Accidental death and permanent disablement

If **you** are involved in an **accident** while on a **trip** and as a result suffers from death or a **disability** set out in the Compensation Table below that occurs within 1 year from the **date of loss**, **we** will pay based on the percentage that corresponds to the loss, stated in the Compensation Table below multiplied by the sum insured in item B1 of the **schedule of benefits**.

Compensation Table		
Conditions		% of sum insured
Death		
1.	<b>Injury</b> resulting in <b>accidental</b> death	100%
<b>Permanent disablement</b>		
2.	<b>Permanent total disablement</b> where <b>you</b> are <b>permanently</b> unable to perform 3 of the activities of daily living as below: (a) dressing means the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical or medical appliances; (b) feeding means the ability to feed oneself food after its preparation and being made available; (c) mobility means the ability to move indoors from room to room on level surfaces; (d) toileting means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate; (e) transferring means the ability to move from a bed to an upright chair or wheelchair and vice versa; or (f) washing means the ability to wash in the bath, or shower or wash by other means.	100%
3.	<b>Permanent loss of use</b> of two or more <b>limbs</b> .	100%
4.	<b>Permanent loss of use</b> of one <b>limb</b> .	100%
5.	<b>Permanent</b> loss of sight of both eyes.	100%
6.	<b>Permanent</b> loss of sight of one eye.	100%
7.	<b>Permanent</b> loss of the lens in one eye.	50%
8.	<b>Permanent loss of hearing</b> and <b>loss of speech</b> .	100%



9.	<b>Permanent loss of hearing</b> of both ears.	75%
10.	<b>Permanent loss of hearing</b> of one ear.	25%
11.	<b>Permanent loss of speech.</b>	50%

Compensation Limit:

- (a) when more than one form of **permanent disablement** results from 1 **accident** the percentages are added together, but **we** will not pay more than 100% of the sum insured stated in item B1 of the **schedule of benefits**.
- (b) the amount payable to **you** in 1 policy year in respect of an **annual trip plan** is limited to 100% of the sum insured stated in item B1 of the **schedule of benefits**. The coverage in respect of **you** will lapse upon payment of 100%.
- (c) if a claim is payable for loss of or loss of use, of a whole part of the body, a claim for any component cannot be made.
- (d) **you** will be deemed dead for purpose of this policy if **your** body is not found for more than 1 year as a result of sinking or wreckage of the **common carrier** in which **you** were a fare-paying passenger and onboard at the time of the **accident**.
- (e) any payment made for disappearance will be collected back by **us** from **you**, if **we** are made aware that **you** are alive for which the claim is made in respect of this benefit.
- (f) for **family plan**, **our** liability in respect of **child** will be limited to 25% of the sum insured stated in item B1 of the **schedule of benefits**.
- (g) for policy purchased on the life of a person who is below 18 years, **our** liability will be limited to 25% of the sum insured stated in item B1 of the **schedule of benefits**.

### **C) Travel Inconvenience & Other Travel Related Benefits**

#### **1.1 Travel cancellation**

If **you** are prevented from commencing the **trip** due to:

- (a) a **disability** resulting in:
  - (i) death;
  - (ii) **permanent total disablement**; or
  - (iii) an admission as an in-patient in a **hospital** where such admission is **medically necessary**; occurring to **you**, **your immediate family members** or **travel companion** within 60 days prior to original scheduled departure from Malaysia as stated in the **policy schedule** or **certificate of insurance**.
- (b) recommendation to rest at home by a **doctor** or **physician** and is deemed reasonable by **us** for **you**, **your immediate family members** or **travel companion**;
- (c) a fire or natural disaster resulting in serious damage to **your** place of residence in Malaysia;
- (d) any event excluding **strike** which:
  - (i) leads to widespread violence;
  - (ii) is not due to reasons for purposes of asserting sovereign rights and/or operating on behalf of a sovereign state;
  - (iii) put **your** life in danger; and
  - (iv) following the advise and/or warning of the Malaysian government or the government of the destination country declaring unsafe conditions for travel through or by general mass media;
- (e) natural disasters including but not limited to volcanic eruption, flood, earthquake, tsunami, hurricane or wildfire.

For the purposes of item C1.1b to C1.1e, if any of the above occurs within 14 days prior to the original scheduled time of departure from Malaysia as stated in the **policy schedule** or **certificate of insurance**.

Please note that in relation to item C1.1d and C1.1e, such claims should be made against relevant parties prior to **us** making any payment under this benefit. Such claims must be submitted with proof of compensation received from these relevant parties or if such compensation is denied, proof of such denial. At no time, **we** will reimburse **you** more than the amount specified in item C1.1 of the **schedule of benefits**.

**we** will reimburse the reasonable and necessary travel and accommodation expenses which:

- has been paid in advance; and
  - are not recoverable from any relevant parties;
- up to the amount specified in item C1.1 of the **schedule of benefits**.

#### **1.2 Travel curtailment**

If **you** are prevented from continuing an **overseas trip** and return directly to Malaysia due to:

- (a) a **disability** resulting in:
  - (i) death;
  - (ii) **permanent total disablement**;
  - (iii) an admission as an in-patient in a **hospital** for at least 48 hours where such admission is **medically necessary**;
  - (iv) quarantined for at least 48 hours as advised by the **doctor** or **physician**; or
  - (v) recommendation by the attending **doctor** or **physician** to return home and is deemed reasonable by **us**;
 occurring to **you**, **your immediate family members** or **travel companion**;
- (b) a fire or natural disaster resulting in serious damage to **your** place of residence in Malaysia;
- (c) any event excluding **strike** which:
  - (i) leads to widespread violence;

- (ii) is not due to reasons for purposes of asserting sovereign rights and/or operating on behalf of a sovereign state;
  - (iii) put **your** life in danger;
  - (iv) occurs after departure from Malaysia; and
  - (v) following the advise and/or warning of the Malaysian government or the government of the destination country declaring unsafe conditions for travel through or by general mass media;
- (d) natural disasters including but not limited to volcanic eruption, flood, earthquake, tsunami, hurricane or wildfire.

Please note that in relation to item C1.2c and C1.2d, such claims should be made against relevant parties prior to **us** making any payment under this benefit. Such claims must be submitted with proof of compensation received from these relevant parties or if such compensation is denied, proof of such denial. At no time, **we** will reimburse **you** more than the amount specified in item C1.2 of the **schedule of benefits**.

**we** will reimburse the reasonable and necessary:

- additional cost of travel and accommodation up to an amount of RM 1,000; and
- unused and non-refundable expenses which is paid in advance and not recoverable from any relevant parties; up to the amount specified in item C1.2 of the **schedule of benefits**.

This policy will only pay for one claim made either under item C1.1 or C1.2 above.

**Exclusions:**

For purposes of item A1 to C1.2, **we** will not pay for any losses arising under, through or attributed to the exclusions below:

1. if **you** are involved in the following activities related to:
  - (a) armed forces, peacekeeping forces and similar groups;
  - (b) semi professional and professional sports or where a periodic income is received in relation to such sports;
  - (c) racing involving motorized vehicles;
  - (d) any occupation unless it is solely administrative or management related;
  - (e) diving beyond 10 meters in depth; or
  - (f) the engagement of any avocational (including but not limited to extreme sports) activities without the proper conduct, guidance and supervision of a licensed operator.
2. injuries that are intentionally self-inflicted, suicide or attempt to commit suicide, deliberate or reckless exposure to danger;
3. taking drugs:
  - (a) other than according to the manufacturer's instructions or taken as prescribed by a registered medical practitioner; or
  - (b) for the treatment of drug addiction;
4. any pre-existing condition where **you** or **your family**:
  - (a) received or is receiving treatment;
  - (b) medical advice, diagnosis, care or treatment has been recommended;
  - (c) clear and distinct symptoms are or were evident; or
  - (d) its existence would have been apparent to a reasonable person in the circumstances, within 1 year prior to the **effective date** as stated in **policy schedule** or **certificate of insurance**.
5. any venereal disease and its sequel;
6. any communicable diseases which requires quarantine by law;
7. any congenital condition which includes any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth;
8. **AIDS**; including HIV, HIV Wasting Syndrome and **AIDS**-related conditions (ARC). **We** reserve the right to require **you** to undergo a blood test for HIV as a condition precedent to any processing of any claim;
9. anxiety, stress, psychotic, mental and nervous disorders (including any neuroses, and their physiological or psychosomatic manifestations);
10. cosmetic or plastic **surgery** unless caused by an **accident** and recommended by the **doctor** or **physician** or any elective **surgery**;
11. pregnancy, fertility or birth control;
12. treatments for weight reduction or gain;
13. investigation and treatment of sleep and snoring disorders and hormone replacement therapy;
14. any eye examination, refractive **surgery**, dental treatment or oral **surgery** unless they are direct consequences of an **accident**;
15. circumcision or expenses incurred for sex change;
16. vaccinations and their complications;
17. donation of any body organ including costs of acquisition and donation;
18. external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses and prescription thereof;
19. admission as an in-patient to a **hospital** to receive treatment not incidental to the treatment or diagnosis of a **disability**;
20. any treatment or admission which is deemed not **medically necessary** by **us**;
21. costs and expenses which are of non-medical nature;
22. private nursing, rest cures, sanatoria care or detoxification;
23. routine health checks;
24. any **trip** overseas undertaken against the advice of a **doctor** or **physician** or when the purpose of such travel was to obtain any form of medical treatment, consultation or advice;

25. any medical expenses incurred overseas after **we** are of the opinion that **you** are fit for return to Malaysia but **you** have refused;
26. any medical expenses incurred overseas which we are of the opinion can be delayed for treatment upon return to Malaysia; and
27. any expenses incurred in Malaysia except to the extent provided under A)2. Medical expenses in Malaysia and medical expenses under **domestic trip**.

## 2. Travel delay

If the original scheduled departure time of **your common carrier** or **chartered flight** as stated in **your** ticket or travel itinerary is delayed while on a **trip**, **we** shall pay the amount specified in C2 of the **schedule of benefits**.

**We** would however not pay in the event:

- (a) **you** missed a schedule **common carrier** or **chartered flight** as a result of **your** failure to check in within the stipulated time as specified in **your** ticket or travel itinerary;
- (b) any **strike** by the scheduled **common carrier** or **chartered flight** existing on the date of **your overseas trip** or **domestic trip** is arranged or there had been warning in the mass media of the pending **strike** when **your overseas trip** or **domestic trip** is arranged;
- (c) **you** arrive late to a **common carrier** or **chartered flight** terminal where **your** covered scheduled **common carrier** or **chartered flight** is to depart from save and except when such late arrival is caused by a **strike**
- (d) rescheduling of the **common carrier** or **chartered flight** unless due to natural disaster or equipment failure;
- (e) any delay which **you** have been made aware of 24 hours prior to the original scheduled departure as stated in **your** ticket or travel itinerary; or
- (f) any travel insurance purchased within 6 hours from the original scheduled departure time as stated in **your** ticket or travel itinerary.

The period of delay shall be calculated from the original scheduled departure time as stated in **your** ticket or travel itinerary to the next available **common carrier**, **chartered flight** or any alternative means of transportation, whichever is earlier.

### 3.1) Travel reroute (Not applicable for **domestic trip**)

If the **common carrier** in which **you** have boarded while on an **overseas trip** is rerouted due to:

- (a) adverse weather; or
- (b) mechanical breakdown of the **common carrier**,

while on a **trip**, **we** shall pay the amount specified in item C3 of the **schedule of benefits**.

**We** would however not pay for any travel insurance purchased within 6 hours from the original scheduled departure time as stated in **your** ticket or travel itinerary.

The period of delay shall be calculated from the original scheduled arrival time as stated in **your** ticket or travel itinerary to the actual arrival time.

### 3.2) Travel overbooked (Not applicable for **domestic trip**)

If **you** have a confirmed booking seat and is denied boarding on a **common carrier** while on an **overseas trip** due to overbooking and no alternative transport is made available by the **common carrier**, **we** shall pay the amount specified in item C3 of the **schedule of benefits**

**We** would however not pay for:

- a journey arranged through an unlicensed travel agent;
- any tickets purchased fully or partially using airline mileage and/or other reward schemes;
- if **you** have been issued with a standby or discount ticket which does not guarantee a seat on the **common carrier**;
- any travel insurance purchased within 6 hours from the original scheduled departure time as stated in **your** ticket or travel itinerary.

The period of delay shall be calculated from the original scheduled departure time as stated in the ticket or travel itinerary to the next available **common carrier** arranged by the **common carrier**.

### 3.3) Travel misconnection

If **you** miss a scheduled connecting **common carrier** at the transit point due to the delay of an incoming **common carrier** and no alternative transport is made available by the **common carrier**, **we** shall pay the amount specified in item C3 of the **schedule of benefits**.

**We** would however not pay for:

- If **your** in-coming **common carrier** was schedule to arrive after the stated check-in time required by the connecting **common carrier**; and
- any travel insurance purchased within 6 hours from the original scheduled departure time as stated in the ticket or travel itinerary.

The period of delay shall be calculated from the original scheduled departure time as stated in the ticket or travel itinerary to the next available **common carrier** or any alternative means of transportation, whichever is earlier.

### 3.4) Missed departure

If **you** miss a scheduled departing **common carrier** while **you** are traveling to the airport due to:

- (a) an **accident** occurring to **you**; or
- (b) loss of a passport due to **theft**;

**we** shall pay the amount specified in item C3 of the **schedule of benefits**.

We would however not pay for any travel insurance purchased within 6 hours from the original scheduled departure time as stated in **your** ticket or travel itinerary.

The period of delay shall be calculated from the original scheduled departure time as stated in the ticket or travel itinerary to the next available **common carrier** or any alternative means of transportation, whichever is earlier.

This policy will only pay for one claim made either under item C2, C3.1, C3.2, C3.3 or C3.4.

### 4. Baggage delay

If **your** accompanying checked-in baggage is delayed from the time of arrival while on a **trip**, **we** shall pay the amount specified in item C4 of the **schedule of benefits**.

**We** would however not pay for confiscation or detention by customs, immigration and/or public authorities.

The period of delay shall be calculated from the time of arrival at the baggage pick-up point until the receipt or delivery of baggage to **you** or a person authorized by **you** to receive the baggage.

### 5. Damage or loss of baggage and/or personal effects

If **your** baggage and/or personal effects taken or purchased while on a **trip** are lost or damaged, due to **theft** or the negligence of the **common carrier**, at our sole discretion **we** will either reimburse **you** for the purchase cost of the lost item or reimburse the repair cost of the damaged item, up to the amount specified in item C5 of the **schedule of benefits**, but always subject to the following:

- (a) for loss or damage due to **common carrier's** negligence, the baggage must be checked-in with the common carrier;
- (b) for loss of **jewelry**, the **jewelry** must be worn by **you** at the time of loss and taken by force;
- (c) for loss of watches, furs, electronic items including but not limited to hand-held mobile telephone, cameras (including digital), video cameras, binoculars, computers and computer related products, it must be carried by **you** at the time of loss;
- (d) for loss including item (c) as above stated, occurring in a hotel room, there must be physical evidence of break-in.

**We** will pay the original purchase price of the lost item given the provision of an original receipt otherwise reimbursement is based on the depreciation value made solely at **our** discretion.

For loss or damage due to the **common carrier** or hotel, the claim should be made against the **common carrier** or hotel 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 hotel or if such compensation is denied, proof of such denial. At no time **we** will reimburse **you** more than the amount specified in item C5 of the **schedule of benefits**.

### Exclusions:

For purposes of item C5, **we** will not pay benefits for a loss due to or expenses incurred for:

- 1) any motorized conveyances;
- 2) sports equipments excluding golfing equipment;
- 3) perishable and consumable items;
- 4) antiques, artifacts, paintings, objects of art or any object with intrinsic value;
- 5) manuscripts, financial securities or instruments of any kind, currency notes or travelers cheques;
- 6) stamps, travel documents, credit cards, title deeds, driving license and identity cards;
- 7) external prosthetic appliances or devices which includes but is not limited to artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses, artificial teeth and dental bridges;
- 8) musical instruments;
- 9) fragile items;
- 10) wear and tear or damage due to any process of repair, gradual deterioration, moths, vermin, atmospheric or weather condition or damage sustained due to any process or while actually being worked upon or resulting there from, mechanical or electrical failure or breakdown;
- 11) hired or leased equipment;
- 12) loss to baggage sent in advance, mailed or shipped separately;
- 13) loss to baggage left unattended in any place of which the general public have free access to;
- 14) loss of business goods or samples or equipment of any kind;
- 15) loss of data recorded on tapes, cards, discs or otherwise;
- 16) loss in respect of shortage due to error, omission, exchange transactions or depreciation in value;

- 17) loss or damage by **theft** from an unattended vehicle unless it was completely out of sight in the trunk of the vehicle which is fully locked and windows are closed and there is visible evidence of forced entry;
- 18) confiscation, detention, destruction by customs, immigration and/or public authorities;
- 19) any electronic items, **laptop** or **jewelry** that is checked-in with the **common carrier**;
- 20) mysterious disappearance.

#### 6. Loss of travel documents

If **you** lose **your** passport or visa while on an **overseas trip** due to **theft**, **we** shall reimburse the reasonable and necessary expenses incurred for:

- i) the replacement of such passport and/or visa;

and any additional reasonable and necessary expenses incurred overseas for:

- (i) accommodation;
- (ii) communication;
- (iii) travel at the place of loss; and
- (iv) meals;

up to the amount specified in item C6 of the **schedule of benefits**.

#### 7. Loss of money

If **you** lose **your** currency notes or traveler's cheques while on an **overseas trip** due to **theft**, **we** shall pay the amount lost stated in the police report subject up to the amount specified in item C7 of the **schedule of benefits**.

#### Exclusions:

For purposes of items C6 and C7, **we** will not pay benefits for a loss due to or expenses incurred for:

- (a) shortage of currency due to error, omission, exchange transaction or depreciation in value;
- (b) detention or confiscation by any lawfully constituted authorities;
- (c) mysterious disappearance; and
- (d) items left unattended in any place of which the general public have free access to.

#### 8. Personal liability

If **you** are held to be legally liable to a third party for:

- (a) death or **accidental** bodily **injury**; or
- (b) **accidental** loss of or damage to property.

which occurs on a **trip**, **we** will reimburse up to the amount specified in item C8 of the **schedule of benefits** for:

- (a) the amount that **you** are held liable for to the third party;
- (b) the cost and expenses incurred on the defense of the claim subject to **our** written approval and consent;

provided always that **you** must not:

- (a) make or attempt to make any offer of settlement;
- (b) promise of payment;
- (c) admit liability to any party; or
- (d) become involved in any litigation without **our** prior written approval.

#### Exclusions:

For purposes of item C8, **we** will not pay benefits due to or expenses incurred for:

- 1) the death or **accidental** bodily **injury** of any person who is under a contract of employment, service or apprenticeship with **you**;
- 2) liability attaching under an express term of a contract, unless liability would attach whether the express term existed or not;
- 3) liability arising directly or indirectly by or through or in connection with any loss or damage to property due to act of animals belonging to, held in trust or in the custody or control of **you** or any of their employees or any of **your immediate family member** or household;
- 4) liability arising directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft, watercraft; animals;
- 5) liability arising directly or indirectly by or through or in connection with:
  - (a) the ownership, possession or occupation of land or buildings, immobile property or caravans other than occupying on a temporary basis;
  - (b) any willful, malicious, or unlawful act;
  - (c) the carrying on of any trade, business or profession;
  - (d) any racing or rallying activities.
- 6) **accidental** loss or damage to property belonging to, held in trust or in the custody or control of **you** or any of **your** employees or any of **your immediate family member** or household;
- 7) any claims arising out of criminal, malicious or deliberate acts;
- 8) any legal costs resulting from any criminal proceedings;
- 9) any claim involving a member of **your immediate family member**;
- 10) any claim where an **you** are insane or which results from **you** being under the influence of or affected by drugs (other than taken under the direction of a **doctor** or **physician**), alcohol or solvents;
- 11) judgment(s) that is or are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia;
- 12) sexual molestation, physical or mental abuse;
- 13) golfing either in the course of play or practice;
- 14) any punitive, aggravated or exemplary damages awarded by any courts;

- 15) any non-pecuniary losses; and
- 16) liability for which payment should be more specifically claimed under any other contract of insurance in **your** name.

### **9. Home inconvenience allowance**

If **your** place of residence in Malaysia is left vacant while **you** are on an **overseas trip**, and **you** suffer physical loss or damage to **your** household contents due to **theft**, **we** will pay the amount specified in item C9 of the **schedule of benefits**.

**We** will however not pay for:

- (a) any losses or damage occasioned through **your** willful act or **your** involvement;
- (b) losses (whether temporary or permanent) of the **your** property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- (c) consequential loss or damage of any kind;
- (d) business or professional use in respect of photographic and sports equipment and accessories and musical instruments; and
- (e) motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.

For the purpose of item C9, household contents shall include any household furniture, fixtures, fittings and furnishing, clothing and personal effects belonging to **you**, **your immediate family members** and/or domestic servants who are permanently residing with **you** and excludes the following items:

antiques, artifacts, paintings, objects of art or intrinsic value, manuscripts, financial securities of any kind, money, stamps, travel documents, credit cards, bonds, coupons, negotiable instruments, title deeds, driving license and identity cards.

### **D. Trip Assistance Solutions**

**You** may contact **Travel Guard** for the following listed services:

#### **1. 24/7 Worldwide Travel Assistance**

**Travel Guard** can provide **you** with assistance on visa requirements, medical advisories, inoculation recommendations and preventive measures that may be needed prior to traveling to **your** destination. **Travel Guard** can also provide the information concerning the exchange rates of major currencies against the Malaysian Ringgit.

#### **2. Doctor or physician on Call**

**Travel Guard's doctor or physician** and medical professionals are available by telephone to provide **you** with advice and assistance in the event **you** experience a medical emergency and/or any medical-related issues while on a **trip**. If **you** are admitted to a **hospital**, **Travel Guard's doctor or physician** can monitor **your** treatments and keep in regular contact with **your** treating **doctor or physician** to ensure that **you** get the appropriate care.

#### **3. World Event Alert Services**

**You** may contact **Travel Guard** at any time to get information on political and mass medical events around the world which may pose a threat to **your** travel safety.

#### **4. Global Weather**

**You** may contact **Travel Guard** at any time to receive worldwide weather forecasts and information which may affect their travel plans.

#### **5. Emergency Travel Services**

**Travel Guard** can assist **you** to re-book flight, hotel and car rental in the event of emergency and unforeseen circumstances.

#### **6. Emergency Language Interpreter**

If **you** are in an emergency situation, **Travel Guard** can provide personal telephone translation services through its assistance centre and referrals to interpreter services if required.

#### **7. Ambassador Services**

**Travel Guard** can act as **your** personal ambassador while **you** are on a **trip** and provide assistance such as directions to embassies, replacement of travel documents, legal referral and delivery of urgent messages to **your immediate family members**.

#### **8. Global Cash**

If **you** lose **your** wallet or purse while on a **trip**, **Travel Guard** can assist **you** to obtain cash overseas for emergencies from **your** home bank accounts. Upon **your** request, **Travel Guard** can also assist **you** to replace **your** credit card replacement.

For the purpose of items D1 to D8, the following applies:

#### **Indemnity Clause:**

**Travel Guard** undertakes to exercise due care and diligence in the appointment and/or referral of any service provider to assist **you**. **Travel Guard** 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 **your** responsibility.

## PART 4 – TERMINATION CLAUSE

The insurance coverage provided to **you** shall terminate automatically upon the earliest of any of the following listed events:

- (a) in the event of fraud involved the procurement of this insurance or in deriving any benefits from this policy committed by **you**;
- (b) immediately after an admission of 100% liability for a claim of **accidental** death and **permanent disablement** by **you**;
- (c) any premium due which remains unpaid by **you** after the due date;
- (d) upon expiry of the **period of insurance**;
- (e) **you** are not within the **competent age** to qualify for cover;
- (f) **you** are involved in the excluded activities as stated in the Part 3 – Benefits; or
- (g) cancellation made by **you or us** as stated in Part 6- General Conditions, item 20 of the policy.

## PART 5 – GENERAL EXCLUSIONS

**We** will not pay benefits due to or expenses incurred for or losses arising under, through or attributed to the exclusions below:

- 1) violation of law;
- 2) where payment would violate a government prohibition, regulation or law;
- 3) failure to take reasonable precautions to avoid a claim under the policy following the advise and/or warning of the Malaysian government or the government of the destination country declaring unsafe conditions for travel through or by general mass media;
- 4) activities related to any air or sea conveyance unless as a fare paying passenger in commercial airlines or cruise lines;
- 5) any act of war, act of a foreign enemy, civil war, invasion, revolution, insurrection, use of military power or usurpation of government or military power. War shall mean war, whether declared or not, any warlike activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;
- 6) any **disability**, resulting directly or indirectly from, attributed to, or accelerated by :
  - (a) the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction, or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; and/or
  - (b) the release of pathogenic or poisonous biological or chemical materials.For the purpose of this exclusion, serious physical **injury** means:
  - (c) physical injury that involves a substantial risk of death;
  - (d) protracted and obvious physical disfigurement; and/or
  - (e) protracted loss of or impairment of the function of a bodily member or organ;
- 7) loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising there from or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 8) cover or service for:
  - (a) any loss, **injury**, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria;
  - (b) any loss, **injury**, damage, or legal liability suffered or sustained directly or indirectly by **you**, if **you** are a:
    - (i) terrorist;
    - (ii) member of a terrorist organization;
    - (iii) narcotics trafficker; or
    - (iv) purveyor of nuclear, chemical or biological weapons.
- 9) failure to take all reasonable efforts to safeguard property or to avoid **injury** or minimize any claim under the policy;
- 10) willful, malicious or unlawful act or negligence;
- 11) any consequential loss;
- 12) any losses due to **theft** which is not reported to the police or other relevant authorities having jurisdiction at the place of loss within 24 hours day from the discovery of such loss; and
- 13) any circumstances which **you** have been made aware of prior to the purchase of the policy;
- 14) travel insurance purchased after the **trip** has commenced;
- 15) any change of plans or disinclination on **your** part or any other person for the commencement or continuing of **your** planned travel;
- 16) any consequential loss, economic or otherwise, loss of enjoyment or other loss not mentioned in this policy, whether financial or non-financial, including but not limited to any legal or other professional costs and/or travel expenses arising directly or indirectly out of any claim made by **you** under this policy.

## PART 6 - GENERAL CONDITIONS

- 1) **Age to qualify for cover:** For **annual trip plan**, you must be aged 18 years or above and below the age of 71 years and is renewable up to 80 years. For **per trip plan**, you must be aged 30 days and above. All ages refers to the age as of **your** last birthday.
- 2) **Number of policies:** You are only allowed to be covered under 1 policy by **us** for each **trip**. Cover will only be provided by the policy that provides the highest coverage.
- 3) **Claims procedure:** Before claiming under this policy, please contact **your** travel agent, airline or transport provider beforehand to seek alternative relief such as re-arranging **your trip** or obtaining a refund. **We** will only pay the covered amount that cannot be claimed or recovered from another source. **You** or someone duly authorized on **your** behalf must contact **us** within 30 days after **you** incur and loss which is likely to lead to a claim. This can be done by contacting **us** at 1-800-88-88-11, by e-mailing to CMICare@chartisinsurance.com or by writing to The Claims Department, Wisma Chartis, No.99 Jalan Ampang, 50450 Kuala Lumpur, Malaysia. Any delay must be supported by justifiable reasons for the delay and acceptance is at **our** sole discretion. **We** will not pay any claims that are notified to **us** after 1 year from the **date of loss**.  
A completed claim form along with supporting evidence (original copies, where applicable) must be supplied to **us** at **your** expense within 90 days from the **date of loss**. **We** have the right to ask for a post-mortem examination and/or to undergo a blood test for HIV as a condition precedent to any processing of any claim.  
It is **your** responsibility to prove that the loss did not in any way arise under or through any of the exclusion set in this policy.  
If **we** request **you** to take a medical examination, **we** will pay the cost of such medical examination.
- 4) **Payment of claims:** All claims payment will be made to **you**. In the event of **your** death, **we** shall pay the claims proceeds to **your** named nominee(s) (if applicable) or to **your** estate. Upon payment **we** will be fully discharged of **our** obligations under this policy.  
In the event costs and expenses for emergency medical treatment are guaranteed to be paid to the **hospital** by **Travel Guard**, indemnities shall be payable directly to such **hospital**. For "**Emergency Medical Evacuation**", the benefits will be paid directly to the service provider(s). For "**Repatriation of Mortal Remain**", the arrangement and repatriation of the mortal will be paid directly to the service provider(s). For "**Child Guard**" indemnities shall be paid directly to the service provider(s)." For "**Personal Liability**", claim monies shall be payable directly to whom **you** are legally liable to.  
If **you** are incompetent or otherwise unable to give a valid release for the claim, **we** may make arrangements to pay claims to a trustee pursuant to Section 166 of the Insurance Act, 1996. Their receipt will discharge **our** liability under the policy.
- 5) **Contribution:** If **you** are covered by another policy which covers the benefit in respect of Part 3 – Benefits, item A1, A2, A4, A5, A6, A7, C1.1, C1.2, C5, C6, C7 and C8, **we** will only reimburse the excess amount that is not payable by any other source or other insurance policies provided that the benefit is payable by this policy.
- 6) **Upgraded policies:** Any upgrade is applicable to the **annual trip plan** only and is subject to **our** prior approval. If **you** suffer from a **disability** prior to this change, **we** will pay based on the limits prior to the upgrade.
- 7) **Extension of coverage:** Coverage shall be extended at **our** discretion for up to 30 days from the expiry of the **period of insurance** for a **trip** without payment of any additional premium if **you** are hospitalized and/or quarantined overseas as recommended by a **doctor** or **physician** or any other circumstances beyond **your** control which is deemed reasonable by **us** prohibiting **your** return to Malaysia prior to the expiry of the **period of insurance**.
- 8) **Our rights to recover:** If **we** make a payment and subsequently are made aware that the claim is not payable, **we** have the right to recover the amount paid.
- 9) **Currency of payment:** All payments will be made in Ringgit Malaysia.
- 10) **Rights of ownership:** **You** have the right to exercise every benefit covered in this policy. Every transaction relating to the policy shall however be between **you** and **us** and shall be valid without notice to **you**. **We** will not recognize any claim made by another party who is not insured by this policy. **You** cannot assign the benefits covered in this policy to another person or entity.
- 11) **Rights of nominees:** Nominees do not have any rights to make any changes to the policy.
- 12) **Legal proceedings:** No legal proceeding against **us** is valid within 90 days from the **date of loss**.
- 13) **Arbitration:** Any dispute or difference which may arise between **you** and **us** can be referred to the Kuala Lumpur Regional Centre for Arbitration. All arbitration proceedings must take place, within 6 months from the date of disclaimer, failing which; **we** would have no obligation over the claim.
- 14) **Subrogation:** Upon making a claim payment, **we** will acquire all **your** rights to recover against any third party that may have contributed in the loss, at **our** own cost. **You** must however give **us** **your** full cooperation to secure these rights and provide all assistance **we** require to institute legal proceedings against the third party.
- 15) **Condition precedent to liability:** **You** must follow the terms, provisions and conditions of this policy in order to qualify for any payment under this policy. **Your** failure to do so will invalidate all claims made under this policy.
- 16) **Conformity with law.** All the terms and conditions of this policy are in accordance to the Malaysian laws and/or directives issued by the Malaysian insurance regulatory bodies.
- 17) **Renewal:** Any renewal is applicable to the **annual trip plan** only and is subject to **our** prior approval. Premium rates are not guaranteed. **We** reserve the right to revise the premium based on **your** claim experience covered by this policy, for which the changes will be applicable for all persons under this policy irrespective of their individual claims experience prior to the expiry of the policy.
- 18) **Changes:** **We** can change the terms and provisions of this policy by giving **you** a 30 days prior notice. No changes to this policy shall be valid unless authorized by **us** and is endorsed thereon.
- 19) **Reinstatement:** Any reinstatement is applicable to the **annual trip plan** only and is subject to **our** prior approval provided that **you** make an application to reinstate and provide **us** with all the information **we** require within 90 days from the defaulted premium due date. If accepted, **we** will reinstate the policy from the 1<sup>st</sup> day of the calendar month following the receipt of the premium by **us**.



For the avoidance of doubt, **we** will not however accept any premium payment for the period the policy was lapsed due to non payment of the premium. **We** will not pay for any claims which occur during the interval of time between lapsation date of the policy and reinstatement of the policy.

- 20) **Cancellation:** **You** may cancel this policy and coverage in respect of a **trip** by giving **us** a 30 days notice in writing to The Customer Servicing Group, Wisma Chartis, No.99 Jalan Ampang, 50450 Kuala Lumpur, Malaysia. Cancellation for an **annual trip plan** will take effect from the 1<sup>st</sup> day of the calendar month following the receipt of cancellation notice. Cancellation for **per trip plan** is at **our** discretion and shall be deemed cancelled on the cancellation request date provided that the request date is prior to the commencement of the **trip** or **period of insurance** whichever is earlier. **We** will refund the premium to **you** for all the premium that has been paid for the unexpired term. The cancellation shall be without prejudice to any claim originating prior thereto. **We** can cancel this policy or cover in respect of a **trip** by giving **you** a 30 days notice to the last known address. **We** will refund the premium to **you** for all the premium that has been paid for the unexpired term.
- 21) **Communication to us:** All communication to **us** shall be in writing or other means acceptable by **us**.
- 22) **Time:** Refers to Malaysian time.
- 23) **Premium warranty endorsement** (only applicable to policies issued to corporate entity): It is a fundamental and absolute condition of this contract of insurance that the premium due must be paid and received by **us** within 60 days from the inception date of this policy, endorsement and/or renewal. If this condition is not complied with then this contract is automatically cancelled and **we** shall be entitled to the pro-rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by **our** authorized agent, the payment shall be deemed to be received by **us** for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium, shall lie on **us**.
- 24) **Consent to use personal data:** By submitting the respective proposals and declarations for coverage, **you** have consented **us** to collecting **your** personal information (whether through the telephone or otherwise obtained) and such information may be held, used, or disclosed by **us** or any selected third party for the purposes of processing this policy and providing subsequent services for this or other financial products and services. In addition, with **your** express consent, **we** may disclose **your** information to selected third parties for data matching and to communicate with **you** for such purposes. **You** reserve the right to obtain access, request correction or withdraw **your** consent to the use of any of **your** personal information held by **us**.
- 25) **Consent to update personal data:** By submitting the application for coverage, **you** have agreed and given consent to **us** to the inquiry and use of **your** updated payment details of all the credits cards maintained with the same issuing bank providing the credit card facilities.

If there is a conflict between a translated text, for all applicable purposes, the English text shall prevail.