

GREAT VOYAGER

This is Your Travel Personal Accident Policy. Please read it carefully and if You find any information contained herein as incorrect, immediately return it to Us for correction.

Your Policy comprises this document, the Policy Schedule and any endorsement. They should be read as one document and any word or expression which has a particular meaning shall have the same meaning wherever it may appear throughout the Policy.

The written proposal and the declaration submitted by You shall form the contract of this insurance. The conditions appearing in this Policy or in any endorsement are part of this contract and must be complied with by You and/or the Insured Person before We pay a claim.

Our Agreement

STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

A 'consumer insurance contract' is a contract of insurance entered into, varied or renewed by an individual wholly for purposes unrelated to Your trade, business or profession.

Consumer Insurance Contract (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, the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

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

A 'non-consumer insurance contract' is a contract of insurance other than a consumer insurance contract.

Non-Consumer Insurance Contract (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.

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

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

GEORGRAPHICAL AREA OF TRAVEL

Area 1 : Australia, Brunei, Cambodia, China, Hong Kong, Macau, India, Indonesia, Japan, Thailand, South Korea, Laos, Myanmar, New Zealand, Pakistan, Philippines, Sri Lanka, Singapore, Taiwan and Vietnam (20 countries)

Area 2 : Worldwide EXCLUDING Israel, Cuba, Iran, Sudan, Democratic People's Republic of Korea/North Korea, Syria and Crimea Region of Ukraine.

DEFINITION

For the purpose of this Policy, the following definitions apply:

"AAN" means ASIA ASSISTANCE NETWORK (M) SDN BHD

"Accident" shall mean a sudden, unforeseen, unexpected and fortuitous event.

"Biological Agent" shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which causes illness and/or death in humans, animals or plants.

"Chemical Agent" shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Children" mean Your legitimate children including stepchildren and legally adopted children aged between one (1) month to eighteen (18) years (or twenty-three (23) years if attending tertiary education) who are unmarried, unemployed and wholly dependent on You for support.

"Dangerous Activities" shall mean the Insured Person engage(s) in activities such as:

- a. Winter sports, ice hockey, sea-angling, boating or yatching beyond five (5) kilometers off any coastline, scuba diving unless the Insured Person is a member of recognized diving club and holds a valid diving license or diving under the guidance of a professional diving instructor, horseback polo playing, steeple-chasing, boxing, wrestling, go-karting, parachuting, hang-gliding, skydiving, bare hand rock or cliff scaling, hunting outside the territorial limits of Malaysia, motor sports rallies or competition, speed testing, reliability trials or racing of any kind other than on foot, professional or semi-professional sports.

- b. Flying or any aerial activities otherwise than as a fare-paying passenger in an common carrier provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers over an established air route.
- c. any field operations undertaken by the military, police or security services, fire-fighting (whether voluntary or otherwise).

“Dental Treatment” shall mean medical dental treatment due to an Accident only.

"Domestic Travel" means the Insured Person leaves his/her Home to travel to the intended destination(s) within Malaysia other than to his/ her normal place of work.

"Family" shall include You, Your Spouse and Children.

"Hijack" means the act of criminal elements (not amounting to an act of terrorism as defined in General Exclusion No. 2 of the Policy) accompanied by the use of violence or threat of violence in unlawfully seizing and detaining a public conveyance.

"Home/Residence" shall mean the Insured Person(s)' permanent residential address in Malaysia

“Home Contents” shall mean all household goods and personal effects at the Insured Person’s Home in Malaysia which belong to You or Your Family, or for which You or Your Family are legally responsible, including furniture and furnishings, carpets whether fixed or unfixed, children’s motor or trail bikes, garden equipment or motorised wheelchairs if they are not registered as motor vehicles. If You are a tenant, Your own fixtures and fittings or for which You are legally liable.

Home Contents do not include:

- Any building or part of any building
- Living plants or trees
- Livestock, pets, aquatic and marine life
- Goods or stock used in your business
- The data or information recorded on a tape, disk or other form of electronic, magnetic or other types of storage device
- Motor vehicles or motor cycles licensed for road use, caravans, trailers, watercraft or parts or accessories thereof
- Monies, credit cards, securities, bonds, collectibles, coin, medal, stamp collections, phone cards and documents of any kind.

“Hospital” means an establishment lawfully constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:

- a. has facilities for diagnosis and major surgery;
- b. provides a twenty-four (24) hour daily nursing service by registered and graduate nurses;
- c. is under the supervision of one or more physicians; and
- d. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing , rest or convalescence home or a home for the aged or similar establishments.

"Illness" shall mean a physical condition marked by a pathological deviation from the normal healthy state and contracted by the Insured Person while travelling overseas. Illness includes the term "Disease" and "Sickness".

"Immediate Family Member" shall mean Your spouse, parent, parent-in-law, grandparent or grandparent-in-law, child, grandchild, brother, sister, brother or sister-in-law who are residing in Malaysia.

"Injury" shall mean bodily injuries suffered by the Insured Person caused solely and directly by an Accident which, independently and exclusively of any other causes, results in death or disablement.

"Insured Person(s)" shall mean You and/or Your Spouse who are not under the age of eighteen (18) years or over the age of eighty (80) years, and/or Your Children.

"Journey" shall mean:

(a) For Overseas Travel:

Commencing from the time the Insured Person(s) leaves his/her Home for a direct trip to the place of embarkation in Malaysia to travel to the intended destination(s) out of Malaysia and in any event not more than twenty-four (24) hours prior to booked departure time and ceases on the following, whichever occurs first:

- (i) the expiry of the Period of Insurance;
- (ii) the Insured Person(s) return(s) Home; or
- (iii) twenty-four (24) hours upon arrival in Malaysia.

For one-way Overseas Travel, cover will cease seventy-two (72) hours after the scheduled time of arrival at the final destination abroad. Any stop-over for one-way travel should not exceed thirty (30) days.

(b) For Domestic Travel:

Commencing from the time the Insured Person(s) leaves his/her Home for a direct trip to the place of embarkation in Malaysia to travel to the intended destination(s) in Malaysia and in any event not more than twenty-four (24) hours prior to booked departure time and ceases on the following, whichever occurs first:

- (i) the expiry of the Period of Insurance; or
- (ii) the Insured Person(s) return(s) Home.

In any event, the Journey shall not exceed ninety (90) consecutive days from the aforesaid commencement date of the Journey unless prior written agreement has been obtained from Us.

"Loss" as used in reference to limbs shall mean physical severance or total and irrecoverable loss of use.

"Loss of Hearing" shall mean total and irrecoverable loss of hearing, which is medically certified as beyond remedy by surgical or other treatment.

"Loss of Sight" of eye shall mean the total and irrecoverable loss of sight of the eye, which is medically certified as beyond remedy by surgical or other treatment.

"Loss of Speech" shall mean total and permanent inability to communicate verbally, which is medically certified as beyond remedy by surgical or other treatment.

"Medical Expenses" shall mean expenses paid by the Insured Person to a Medical Practitioner, medical clinic, nurse, Hospital and/or ambulance services for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies, ambulance hire and cost of Dental Treatment due to accident. All treatment including Specialist treatment must be prescribed or referred by a Medical Practitioner in order for expenses to be reimbursed.

“Medical Practitioner” shall mean a person qualified by a degree in western medicine and legally registered to practice medicine in the geographical area of practice.

“Nuclear, chemical or biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Overseas Travel" means the Insured Person leaves his/her Home to travel to the intended destination(s) outside Malaysia.

"Pre-existing Illness" means any condition for which You have received medical treatment, diagnosis, consultation or prescribed drugs within a six (6) months period preceding the effective date of this Policy or a condition for which medical advice or treatment was recommended by a registered Medical Practitioner within a six (6) months period preceding the effective date of the Policy.

"Period of Insurance" shall mean:

(a) In the case of a Two-Way Journey (Return Trip) Policy:

The commencement date of the Policy when the Insured Person leaves his Home for a Journey and ends upon return to his Home or on the expiry date of the Policy whichever shall first occur. A new Journey which begins after the Insured Person has arrived at the final destination of an earlier Journey or returned to his Home after such earlier Journey is not covered.

(b) In the case of an Annual Policy:

A period of twelve (12) months from the commencement date of the Policy during which period of cover the Insured Person leaves his Home for any number of Journeys.

“Registered Chinese Physician” shall mean a traditional Chinese medical practitioner who is registered under the Malaysia Chinese Medical Association (MCMA) or any other Chinese medical practitioner registered association in the country of visit.

“Serious Injury or Illness” whenever applied to the Insured Person is an Injury or Illness which requires treatment by a Medical Practitioner in a Hospital and is such that the Medical Practitioner deems Insured Person is unfit to travel or continue with You're the planned Trip. When applied to the Immediate Family Member, it shall mean an Injury or Illness suffered by the Immediate Family Member certified as life threatening by a Medical Practitioner and which results in Insured Person discontinuation or cancellation of the planned Trip.

"Spouse" means Your legally married wife or husband named in the Schedule. For the purpose of this Policy, a common law marriage is not considered a legal marriage except as provided under the Law Reform (Marriage & Divorce) Act 1976.

"Sum Insured" means the maximum amount of the Benefits specified in the Schedule which We will pay in the event of a claim.

"Travelling Companion" means Your Immediate Family Members, relative, friend or close business associate with whom You have booked to travel on a planned Journey.

“Terrorism” shall mean an act or acts, of any person, or group(s) of person, 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 government(s).

"Use of any Nuclear Weapon" shall mean 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.

"We/Us/Our" means **GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD.**

"You/Your" means the person named as the Insured in the Schedule

SCHEDULE OF BENEFITS

Benefits			Sum Insured (RM)		
			Overseas Travel		Domestic Travel
			Essential	Supreme	
A. Travel Personal Accident					
1	Accidental Death	Per Insured Person (up to age 70)	100,000	300,000	100,000
		Per Insured Person (above age 70)	50,000	150,000	50,000
		Per Child	25,000	75,000	25,000
2	Permanent Disablement as specified below, if occurring within 365 days after the accident		% of Accidental Death Sum Insured		
(i)	Total and incurable paralysis, complete and incurable insanity or injuries resulting in permanent bedridden		100%	100%	100%
(ii)	Loss of two limbs at or above wrist or ankle		100%	100%	100%
(iii)	Loss of sight of both eyes		75%	75%	75%
(iv)	Loss of hearing of both ears		50%	50%	50%
(v)	Loss of speech		50%	50%	50%
(vi)	Loss of one limb at or above wrist or ankle		50%	50%	50%
(vii)	Loss of sight of one eye		50%	50%	50%
(viii)	Loss of hearing of one ear		25%	25%	25%
3	Accidental Death or Permanent Disablement due to Terrorism	Per Insured Person (up to age 70)	100,000	300,000	100,000
		Per Insured Person (above age 70)	50,000	150,000	50,000
		Per Child	25,000	75,000	25,000
4	Child Education Fund		5,000 per child up to 20,000	10,000 per child up to 40,000	Not Available
B. Medical & Other Expenses					
5.	Medical Expenses <i>(Reimbursement of actual medical cost necessarily and reasonably incurred)</i>	Per Insured Person (up to age 70)	50,000	200,000	50,000
		Per Insured Person (above age 70)	25,000	100,000	25,000

Benefits		Sum Insured (RM)			
		Overseas Travel		Domestic Travel	
		Essential	Supreme		
		Per Family	100,000	400,000	100,000
6.	Follow-up Medical Treatment in Malaysia <i>(Reimbursement for follow-up treatment within 90 days upon return to Malaysia)</i>	Per Insured Person (up to age 70)	10,000	30,000	Not Available
		Per Insured Person (above age 70)	5,000	15,000	Not Available
		Per Family	30,000	90,000	Not Available
7.	Alternative Medicine <i>(Reimbursement for follow-up medical treatment by a registered Chinese physician, chiropractor or physiotherapist)</i>	Per Visit	Not Available	80	Not Available
		Per Insured Person	Not Available	1,000	Not Available
		Per Family	Not Available	3,000	Not Available
8.	Compassionate Visit Benefit <i>(Reimbursement for travel and accommodation of one relative/friend)</i>	Per Insured Person	Not Available	7,500	Not Available
		Per Family	Not Available	22,500	Not Available
9.	Child Companion <i>(Reimbursement for travel and accommodation of one relative/friend)</i>	Per Insured Person	Not Available	10,000	Not Available
		Per Family	Not Available	30,000	Not Available
10	Hospital Allowance	Per Day	Not Available	300	Not Available
		Per Insured Person	Not Available	10,000	Not Available
		Per Family	Not Available	30,000	Not Available
C. Emergency Medical Evacuation & Repatriation (by Asia Assistance Network)					
11.	Emergency Medical Evacuation & Repatriation	Per Insured Person (Up to age 70)	1,000,000	1,000,000	Not Available
		Per Insured Person (above age 70)	500,000	500,000	Not Available
12.	Repatriation of Mortal Remains	Per Insured Person (Up to age 70)	1,000,000	1,000,000	Not Available
		Per Insured Person (above age 70)	500,000	500,000	Not Available
D. Travel Inconveniences					
13.	Baggage Delay <i>(Reimbursement for emergency purchases of items or clothing due to misdirection of baggage)</i>	Per Six Consecutive Hours	200	200	200
		Per Insured Person	400	800	400
		Per Family	1,200	2,400	1,200
14.	Loss of Baggage / Personal Effects <i>(An excess of RM50 is</i>	Per Article	1,000	1,000	500
		Per Insured Person	2,000	6,000	1,000

Benefits		Sum Insured (RM)			
		Overseas Travel		Domestic Travel	
		Essential	Supreme		
	<i>applicable)</i>	Per Family	6,000	18,000	3,000
15.	Loss of Travel Documents & Personal Money <i>(Reimbursement for cost of obtaining replacement travel documents.)</i> <i>(Loss of money due to theft is covered up to RM 1,000/ per Insured Person)</i>	Per Insured Person	3,000	8,000	Not Available
		Per Family	15,000	25,000	Not Available
16.	Flight Delay	Per Six Consecutive Hours	200	200	200
		Per Insured Person	1,000	3,000	400
		Per Family	3,000	9,000	1,200
17.	Personal Liability		Not Available	1,000,000	Not Available
18.	Hijacking Inconvenience	Per Insured Person	Not Available	1,000 per day up to 10,000	Not Available
		Per Family	Not Available	3,000 per day up to 30,000	Not Available
19.	Trip Cancellation <i>(Reimbursement on expenses paid for cancelled trip before the journey commencement due to unexpected events)</i>	Per Insured Person	5,000	20,000	2,500
		Per Family	15,000	60,000	7,500
20.	Trip Curtailment Expenses <i>(Reimbursement for proportion of irrecoverable prepaid costs, if necessarily and unavoidably to curtailed)</i>	Per Insured Person	5,000	20,000	2,500
		Per Family	15,000	60,000	7,500
21.	Travel Missed Connections	Per Insured Person	Not Available	200	Not Available
		Per Family	Not Available	600	Not Available
22.	Travel Overbooked	Per Six Consecutive Hours	Not Available	200	Not Available
		Per Insured Person	Not Available	3,000	Not Available
		Per Family	Not Available	9,000	Not Available
23.	Travel Reroute	Per Insured Person	Not Available	200	Not Available
		Per Family	Not Available	600	Not Available
24.	Missed Departure <i>(Reimbursement for additional accommodation and travel expenses necessarily and</i>	Per Insured Person	Not Available	1,000	Not Available
		Per Family	Not	3,000	Not

Benefits		Sum Insured (RM)			
		Overseas Travel		Domestic Travel	
		Essential	Supreme		
	<i>reasonably incurred)</i>		Available		Available
25.	Home Content Benefit <i>(Reimbursement for physical loss or damage to the home contents)</i>	Per Household	Not Available	10,000	Not Available
26.	Rental Car Excess Cover <i>(Reimbursement for any excess or deductible imposed)</i>		Not Available	1,000	Not Available
27.	Emergency Telephone Charges		Not Available	100	Not Available
28.	Automatic Extension of Cover		Up to 30 days	Up to 30 days	Up to 30 days

BENEFITS APPLYING TO DOMESTIC AND OVERSEAS TRAVEL

BENEFIT 1 AND 2 – ACCIDENTAL DEATH OR PERMANENT DISABLEMENT

BENEFIT	Benefits Payable To Any One Person Per Accident	Percentage Payable of Capital Sum Insured
1	ACCIDENTAL DEATH , if occurring within 365 days after the date of Accident – Adult (up to age 70)	100%
	ACCIDENTAL DEATH , if occurring within 365 days after the date of Accident – Adult (above age 70)	50%
	ACCIDENTAL DEATH , if occurring within 365 days after the date of Accident – Child	25%
2	PERMANENT DISABLEMENT specified below, if occurring within 365 days after Accident:	
	(i) Total and incurable paralysis, complete and incurable insanity or injuries resulting in permanently bedridden	100%
	(ii) Loss of two limbs at or above wrist or ankle	100%
	(iii) Loss of sight of both eyes	75%
	(iv) Loss of hearing of both ears	50%
	(v) Loss of speech	50%
	(vi) Loss of one limb at or above wrist or ankle	50%
	(vii) Loss of sight of one eye	50%
(viii) Loss of hearing of one ear	25%	

Limitations As To Payment of Benefits

1. The aggregate of all percentages payable for Death and Permanent Disablement in respect of any one Accident shall not exceed 100% of the Sum Insured of the individual Insured Person specified in the Schedule of Benefits. If We have paid a total of 100% of the Sum Insured to any Insured Person, the insurance in respect of such Insured Person shall immediately cease to be in force. Further, only either of Benefit 1 or 2 shall be payable.
2. We will pay the Benefit under Benefit 2(i) only if the paralysis, insanity or disablement is certified by a Medical Practitioner that the paralysis, insanity or disablement sustained by such Insured Person is beyond hope of improvement and will continue for the remainder of the Insured Person's life. For Benefit 2(ii) till 2(viii), , we will pay the aggregate of percentages as specified in the Schedule of Benefits for any condition that is beyond hope of improvement as certified by a Medical Practitioner (irrecoverable). All Benefits paid shall be subject to Limitation No.1 above.
3. We will not pay the Benefit 1 or 2 if the Insured Person does not seek, obtain and comply with proper medical treatment within forty-eight (48) hours from the time of the Injury.

BENEFIT 3 – ACCIDENTAL DEATH OR PERMANENT DISABLEMENT DUE TO TERRORISM

This Policy covers the Insured Person against accidental death or permanent disablement arising from Terrorism which is confirmed by the relevant government as an act of terrorism but shall not include any act of Nuclear, chemical or biological terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Accidental Death or Permanent Disablement, as the case may be.

This Benefit 3 is only valid and We will only pay if the Insured Person did not take part in the act of Terrorism or make an agreement with other people to carry out the said act.

In respect of any one Accident and in the event Benefit 3 is paid to the Claimant, then Benefit 1 or 2, as the case may be, will cease to be payable and the insurance of such Insured Person shall immediately cease to be in force.

BENEFIT 4 – CHILD EDUCATION FUND

In the event of You or Your Spouse's Accidental Death which is payable under Benefit 1 We will pay the amount as specified in the Schedule of Benefits according to the selected plan for each surviving Child enrolled as a full time student in a learning institution registered with the Ministry of Education up to a maximum of four (4) Children subject to the terms and conditions of this Policy.

BENEFIT 5 – MEDICAL EXPENSES

We will, subject to presentation of original medical bills, reimburse You for the actual cost of Medical Expenses necessarily and reasonably incurred and expended by an Insured Person for the treatment of an illness as attended by a Medical Practitioner (in the case of Overseas Travel only) or an Injury suffered by the Insured Person during a Journey up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

BENEFIT 6 – FOLLOW-UP MEDICAL TREATMENT IN MALAYSIA

Overseas Travel – We will reimburse You up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits for Medical Expenses incurred for treatment or follow-up treatment in Malaysia for Injury or Sickness which the Insured Person sustained whilst on a Journey. The time limit for seeking such medical treatment is as follows:

- a. If the medical treatment has not been sought overseas, the Insured Person must seek medical treatment from a Medical Practitioner within seven (7) days upon return to Malaysia. From the date of return to Malaysia, the Insured Person has a maximum of ninety (90) days to continue medical treatment in Malaysia.
- b. If the medical treatment has already been sought overseas, the Insured Person has up to a maximum of ninety (90) days upon return to Malaysia to continue medical treatment in Malaysia. But We will not pay this Benefit if the Insured Person does not first seek, obtain and comply with proper medical treatment from a Medical Practitioner within forty-eight (48) hours from the date of Illness (in the case of Overseas Travel only) or Injury.

This Benefit shall not cover nursing care or charges and expenses that are non-medically related.

BENEFIT 7 – ALTERNATIVE MEDICINE

Follow-up medical treatment by a Registered Chinese Physician, chiropractor or physiotherapist on Injury or Sickness sustained overseas is limited to RM80 (Ringgit Malaysia Eighty) per visit, up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

However this Benefit is not payable if the Insured Person does not first seek, obtain and comply with proper medical treatment from a Medical Practitioner within forty-eight (48) hours from the date of Illness (in the case of Overseas Travel only) or Injury.

Your claim must be accompanied with an official payment receipt.

BENEFIT 8 - COMPASSIONATE VISIT BENEFIT

For Overseas Travel, We will reimburse the reasonable travel (by economy class) and hotel accommodation expenses necessarily incurred by one relative or friend of the Insured Person, up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits:

- a. until the Insured Person can return to Malaysia or able to resume his/her Journey or until completion of the Period of Insurance, whichever occurs first, provided that the Insured Person is hospitalised in a Hospital overseas for more than five (5) continuous days due to Injury or Sickness contracted during his/her Journey and his/her medical condition forbids discharge from the Hospital or evacuation and no adult member of his/her family is with him/her; and
- b. assist in the final arrangement at the place of death of the Insured Person in the event that the Insured Person dies due to Injury or Sickness whilst overseas

This policy shall only pay for any claim either under Benefit 8 or under Emergency Evacuation and Repatriation Services (Applicable to Overseas Travel Only) Part A (iii), but not both.

BENEFIT 9 – CHILD COMPANION

In the event that the Insured Person is hospitalised overseas and there is no other adult to accompany the Child/Children who is/are below the age of sixteen (16), We will reimburse reasonable travelling (by economy class) and hotel accommodation expense necessarily incurred by one (1) relative or friend of the Insured Person, up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits, to accompany the Child/Children back to Malaysia.

This policy shall only pay for any claim either under Benefit 9 or under Emergency Evacuation and Repatriation Services (Applicable to Overseas Travel Only) Part A (iv), but not both.

BENEFIT 10 – HOSPITAL ALLOWANCE

We will pay the Insured Person the amount for each day of hospital confinement incurred during the Journey, up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits if the Insured Person is being confined in a Hospital due to Injury or Sickness (for Overseas Travel Only) sustained during his/her Journey. Such payment shall be made after the period of hospital of confinement and upon his/her return to Malaysia.

BENEFIT 11 – EMERGENCY MEDICAL EVACUATION & REPATRIATION

We will pay for expenses of emergency medical evacuation up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits as a result of Injury or Sickness (in accordance with Benefit 1 till 3) sustained or contracted by the Insured Person whilst on a Journey for Overseas Travel based on the opinion of the AAN or their authorised representative(s) where the condition of the Insured Person is certified medically appropriate to move/evacuate to another location for medical treatment, or return to Malaysia.

AAN shall arrange and make all decisions as to the means of evacuation and the final destination which is best suited, based on the medical severity of the Insured Person's condition. We shall also pay for expenses, which are medically necessary and unavoidably incurred to return the Insured Person to Malaysia, following an emergency medical evacuation to a place outside Malaysia.

Covered expenses are expenses for services provided and/or arranged by the AAN for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation and repatriation of the Insured Person subject to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits. We will not be liable to pay any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled Journey.

BENEFIT 12 – REPATRIATION OF MORTAL REMAINS

In the event of the Insured Person's demise while travelling outside Malaysia or the Home, AAN will assist in obtaining the necessary clearances and shall organise for the return of body or remains back to Malaysia or the Home. Upon written request of Insured Person's legal representative, and wherever possible, AAN will arrange for local burial in the country or place where the Insured Person's death occurred.

The cost incurred for this service shall be paid for by Us but not exceeding the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

BENEFIT 13 – BAGGAGE DELAY

We will, subject to presentation of written confirmation of delay obtained from the common carrier, reimburse You for expenses necessarily and reasonably incurred by an Insured Person for emergency purchases of essential items or clothing or requisites consequent upon temporary deprivation of baggage due to misdirection in delivery for every full six (6) consecutive hours of delay from the time of the Insured Person's arrival at destination.

The maximum amount We will reimburse under this Benefit to any one Insured Person and per Family during any one Journey shall not exceed the Ringgit Malaysia Two Hundred Only

(RM200.00) for every six (6) hours of delay up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

BENEFIT 14 – LOSS OF BAGGAGE/ PERSONAL EFFECTS

If the Insured Person's baggage (including clothing and personal effects worn or carried on the Insured Person, trunks, suitcases and the like receptacles) taken or purchased during the Journey is lost or damaged, We will, at our option,

- a. pay the reasonable cost of repairing the damaged article which can be "economically repaired" i.e. it will cost less to repair the article than to replace it;
- b. replace the lost article; or
- c. pay the cost of replacing the lost article, less an amount for wear and tear and depreciation if the article is more than two (2) years old at the time of loss or the Insured Person cannot prove the age of the article.

For a damaged article which is beyond economical repair, the claim will be dealt with as if the item had been lost.

If an article is part of a pair, set or collection, We will pay no more than the actual value (less any deductions) of the article. No allowance will be made for special value an article may have as pair of the pair, set or collection, or for reduction in value of the remaining part or parts.

The maximum amount payable for any one article, pair, set or collection of articles is limited to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

We will not pay for:

- a. the **first RM50** (Ringgit Malaysia Fifty) of each and every loss or damage.
- b. breakage of glass, or articles of a fragile or brittle nature.
- c. loss or damage to business goods or samples.
- d. loss or damage to sports equipment when in actual use.
- e. loss or damage to unaccompanied baggage and/or articles sent by post, courier service or cargo.
- f. loss or damage arising from confiscation or detention by Customs or other officials.
- g. theft losses or malicious damage not reported to the Police or other authority within twenty-four (24) hours of discovery and a written report obtained.
- h. loss or damage to baggage in the custody of an airline or other carrier unless the loss or damage is immediately reported to the airline or carrier on discovery and a property irregularity report obtained.
- i. loss or damage to data or information recorded on a tape, film, disc or other form of electronic, magnetic or other types of storage device.
- j. loss or damage to baggage left unattended in a public place.
- k. loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.
- l. normal wear and tear, any process of cleaning, gradual deterioration, depreciation, mechanical or electrical breakdown or derangement, rot, fungus, action of moth, insects or vermin.
- m. for more than Our proportionate share if there is any other insurance covering the same loss or damage.

BENEFIT 15 – LOSS OF TRAVEL DOCUMENTS & PERSONAL MONEY

The maximum amount We will reimburse under this Benefit for any one claim or series of claims arising from the same incidence including cost of replacing lost travel documents during any one Journey shall not exceed the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits. Travel documents shall exclude identity cards, any stored-valued cards and any cards issued by financial institutions/associations/government authorities/corporations.

We will not pay for:

- a. loss or damage to unaccompanied baggage and/or articles sent by post, courier service or cargo.
- b. theft losses or malicious damage not reported to the Police or other authority within twenty-four (24) hours of discovery and a written report obtained.
- c. loss or damage to baggage left unattended in a public place.

The maximum amount payable for any loss of money due to theft is up to RM1,000 (Ringgit Malaysia One Thousand) per incident for each Insured Person.

BENEFIT 16 – FLIGHT DELAY

We will pay You RM200 (Ringgit Malaysia Two Hundred) for every six (6) full consecutive hours delay up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits if the common carrier in which the Insured Person has arranged to travel is delayed provided that You shall provide proof satisfactory to Us of the number of hours of delay.

BENEFIT 17 – PERSONAL LIABILITY

We will pay all sums for which You or Your Family shall become legally liable to pay for claims arising from Accidents occurring during the Journey causing: -

- a. Bodily Injury to or death of any person and/or
- b. Loss of or damage to property belonging to any person and occurring anywhere in the world

The maximum amount payable is as specified in the Schedule of Benefits.

In addition, We will pay for all legal costs and expenses incurred when Our panel lawyers are appointed by Us to defend the claim. We will only pay compensation in respect of judgments delivered by or obtained from a court of competent jurisdiction in Malaysia. We will not pay for: -

- a. death of, bodily Injury or Illness to You, any member of Your Family or Your employee.
- b. loss of damage to property belonging to or held in the custody or control of You, Your Family or Your employee.
- c. liability You or Your Family members have assumed by agreement or contract for which You or Your Family members would not otherwise have been legally liable.
- d. liability arising out of any profession, occupation, trade or business engaged in by You or any member of Your Family.
- e. liability resulting directly or indirectly from the transmission of any communicable disease.
- f. fines, penalties, or for punitive, aggravated or exemplary damages.
- g. more than Our proportionate share if there is any other insurance covering the same liability.

BENEFIT 18 – HIJACKING INCONVENIENCE

In the event of a Hijack by criminal elements of the conveyance in which the Insured person is travelling, we will pay the amount up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

In the event a claim is paid under Benefit 1, 2, 3 to the Insured Person arising from a Hijacking event, this Hijacking Inconvenience Benefit will cease to pay.

BENEFIT 19 – TRIP CANCELLATION

We will reimburse You for the irrecoverable loss by the Insured Person of travel and/or accommodation deposits or expenses paid in advance in the event of the unexpected and unavoidable cancellation of a planned Journey as a result of one of the following occurrences before the commencement date of the Journey:

- a. death, or Serious Injury or Illness suffered by the Insured Person or an Immediate Family Member of the Insured Person;
- b. Your Home building being damaged or destroyed by a natural disaster;
- c. the happening of a natural disaster at the destination country; or
- d. prevention of travel by government restriction following the outbreak of an epidemic at a destination country.

The maximum amount We will pay under this Benefit to any one Insured Person and per Family during any one Journey shall not exceed the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits.

Exclusions applicable to Benefit 19

We will not pay for any loss if this Policy is purchased less than fourteen (14) days prior to the commencement of the scheduled Journey.

All Benefits under this Policy shall cease to apply once a claim has been made under this Benefit.

BENEFIT 20 – TRIP CURTAILMENT EXPENSES

We will reimburse You for the irrecoverable loss by the Insured Person of prepaid travel and/or accommodation expenses calculated on the pro-rated number of unutilised days of his/her Journey, and extra flight charges (if any) incurred by the Insured Person to return to his/her Home if his/her planned Journey is necessarily and unavoidably curtailed as a result of one of the following occurrences during the Journey:

- a. Death, or Serious Injury or Illness, of:
 - the Insured Person; or
 - an Immediate Family Member; or
 - Your Travelling Companion.
- b. Hijacking of the conveyance the Insured Person is travelling in.
- c. Natural disaster occurring at the departure or disembarkation point which prevents the Insured Person from continuing the Journey.
- d. Your Home building being damaged or destroyed by a natural disaster.
- e. Prevention of travel by government restriction following the outbreak of an epidemic at a destination country.

The maximum amount We will pay under this Benefit to any one Insured Person and per Family during any one Journey shall not exceed the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits

BENEFIT 21 – TRAVEL MISSED CONNECTIONS

If the Insured Person's outgoing flight is delayed within six (6) full consecutive hours of the actual arrival time of the incoming flight and no alternative onward transportation is made available to Insured Person, causing him to miss his connecting flight at the point of transfer, We will pay an allowance of up to an amount not exceeding the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits in respect of any one Journey.

The travel misconnection details to be obtained by You must be verified in writing by the operator(s) of the airline operator or their handling agent.

BENEFIT 22– TRAVEL OVERBOOKED

We will pay RM 200 (Ringgit Malaysia Two Hundred) every six (6) full consecutive hours up to the amount as specified in the Schedule of Benefits if no alternative onward transportation is provided to the Insured Person within six (6) full consecutive hours of the actual arrival time of the incoming flight as a result of the Insured Person failing to board the common carrier arising from overbooking of the flight in which a confirmed reservation had been received from the airline operator or their handling agent.

The failure to board the common carrier due to the overbooking of the flight must be verified in writing by the airline operator or their handling agent. This benefit is payable only once for each Journey out of Malaysia.

BENEFIT 23 – TRAVEL REROUTE

We will pay the amount as specified in the Schedule of Benefits if Your covered scheduled carrier is delayed for six (6) full hours consecutively from the original scheduled arrival time as specified in your printed itinerary due to rerouting of the scheduled carrier. The number of hours delayed must be verified and confirmed in writing by the operator(s) of the carrier.

In the event of claim under Benefit 1, 2, 3 to the Insured Person arising from travel reroute, the travel reroute Benefit will cease to pay.

BENEFIT 24 – MISSED DEPARTURE

We will reimburse You up to the amount as specified in the Schedule of Benefits for additional accommodation and travel expenses necessarily and reasonably incurred during the departure point(s) of Your Journey (whichever is later) as a result of mechanical breakdown-of public/fare paying transport services to transfer You to the departure port, airport or train station as stated in your schedule ticket.

We will not pay for any event which is a result of Your failure or late arrival other than mechanical breakdown of the public/fare paying transport services to check in at the departure port, airport or train station as stated in Your schedule ticket.

BENEFIT 25 – HOME CONTENT BENEFIT

We will, by payment or at Our option by reinstatement or repair, indemnify the Insured Person up to the Sum Insured applicable to the selected plan as specified in the Schedule of Benefits per household against physical loss or damage to the Home Contents contained within the Home of the Insured Person in Malaysia that was left vacant during the Journey caused by fire during the Period of Insurance. Any claim must be accompanied by written documentation from the police.

In the event of loss or damage to any property insured forming part of a pair or set, Our liability shall not exceed a proportionate part of the value on the pair or set. We shall not be liable for more than **RM10,000** (Ringgit Malaysia Ten Thousand) in respect of any one article or pair or set of articles.

In the event where the Insured person has a Home Contents Insurance, the compensation shall be first made based on the Home Contents Insurance sum insured and upon exhaustion of the said sum insured, the remnants of the uncompensated amount (if any) will be subsequently claimed under this Benefit, up to the sum insured applicable to the selected plan as specified in the Schedule of Benefits.

Exclusions applicable to Benefit 25

We will not pay for claims arising directly or indirectly from, in respect of, or due to any loss or damage occasioned through Your willful act or with Your connivance.

BENEFIT 26 – RENTAL CAR EXCESS COVER

We will reimburse the Insured for any excess or deductible imposed (up to the amount applicable to the selected plan as specified in the Schedule of Benefits), which the Insured becomes legally liable to pay under a car rental contract as a result of loss or damage to the rented car arising from an Accident provided that the following conditions are observed:

- a. the car must be rented from a licensed rental agency;
- b. the rented car must be insured under a comprehensive motor insurance by the car rental agency during the Insured's rental period;
- c. the Insured must comply with all requirements of the rental agency under the rental agreement, the insurer under the motor insurance policy of the rented car as well as the laws, rules and regulations of the country of visit (including Malaysia); and
- d. the car must be rented and driven by the Insured or any of his/her Immediate Family Member who holds a valid license(s) to drive the rented car at the country of visit and is named as the Insured Person under the Schedule.

Your claim must be accompanied with an official payment receipt.

Exclusions applicable to Benefit 26

- a. loss or damage arising from failure of the Insured Person to observe any of the conditions listed in this Benefit;
- b. the Insured Person or the said Immediate Family Member was during the Period of Insurance, disqualified by any order from any court of law or prohibited from renting and/or driving by reason of any law, enactment, rule or regulation of the country of visit (including Malaysia) or
- c. loss or damage not due to an Accident involving the rented car.

BENEFIT 27 – EMERGENCY TELEPHONE CHARGES

We will reimburse the Insured Person up to the maximum Sum Insured applicable to the selected plan as specified in the Schedule of Benefits for the phone charges incurred for the sole purpose of engaging the services of AAN during a medical assistance/emergency and for which a claim has been admitted under Benefit 1, 2, 11 and 12 of the Policy.

BENEFIT 28 – AUTOMATIC EXTENSION OF COVER

If the Insured Person cannot complete the planned Journey for Overseas Travel or Domestic Travel due to:-

- a. an Injury or Illness for which a Medical Practitioner has advised the Insured Person in writing to suspend the Journey; or
- b. the transport on which the Insured Person has booked to travel in is delayed for circumstances beyond the Insured Person's control

We will extend the cover for a further period up to thirty (30) days to enable Insured Person complete the Journey.

EMERGENCY EVACUATION AND REPATRIATION SERVICES (APPLICABLE TO OVERSEAS TRAVEL ONLY)

The Emergency Evacuation and Repatriation (hereafter called the EER) is distinct from and independent of the scope of Insurance cover as provided under the Policy and are subject to the provisions prescribed hereunder. We reserve the rights to revise, change and cancel any of the provisions of this EER at any time without prior notice. The EER provides the Insured Person the following services described hereunder for Overseas Travel.

Scope of Services

The Services under the EER are provided in accordance with and subject to the terms and conditions of the agreement signed between Asia Assistance Network (M) Sdn Bhd (hereinafter referred to as "AAN") and Us.

The Insured Person may call reverse charge/call collect to the GEGM - Assist at AAN's Alarm Center twenty-four (24) hours a day, three hundred sixty five (365) days (or 366 days, in a leap year) anywhere within or outside Malaysia.

- A. **The EER** means the AAN's services as described hereunder when the Insured Person is traveling outside Malaysia or the Home for a period not exceeding ninety (90) consecutive days on any one Journey.
 - i. **Emergency Medical Evacuation** - AAN will arrange and We will pay for the medically necessary expenses of air and/ or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the Insured Person in the event of Serious Medical Condition to the nearest hospital where appropriate medical care is available and not necessarily to Malaysia or the Usual Country of Residence.

Serious Medical Condition:

Means a condition, which in the opinion of AAN constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

AAN retains the absolute right to decide whether the Insured Person's Sickness or Injury is sufficiently serious to warrant emergency medical evacuation. AAN further reserves the right to

decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which AAN is aware at the relevant time.

- ii. **Medically Supervised Repatriation** - AAN will arrange and We will pay for the medically necessary expenses and unavoidably incurred in returning the Insured Person to Malaysia or the Usual Country of Residence following an Emergency Medical Evacuation for in-patient treatment to a place outside Malaysia or Usual Country of Residence. AAN reserves the right to decide the means or by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which AAN is aware at the relevant time. Usual Country of Residence means the country of permanent residence if it differs from Malaysia.

Note: -The maximum liability for Emergency Medical Evacuation and Emergency Medical Repatriation services shall not exceed RM1,000,000.00 (Ringgit Malaysia One Million) per Insured Person per event.

- iii. **Compassionate Visit** - If an Insured Person is hospitalized outside Malaysia or the Usual Country of Residence for more than five (5) consecutive days, AAN will arrange and We will pay for one economy class return airfare for one of the Insured Person's relative or friend to be with the Insured Person. AAN will also arrange for the accommodation of such relative or friend subject to a Sum Insured of the Plan purchased.
- iv. **Return of Dependant Children** - In the event that the Insured Person is hospitalised outside Malaysia or Usual Country of Residence and the Insured Person's medical condition prevents the Insured Person from caring for his/her children who are travelling along with the Insured Person, AAN will arrange and We will pay for the one way economy class airfare for the return of children (aged sixteen (16) and below) back to Malaysia or the Usual Country of Residence.
- v. **Repatriation of Remains** - In the event of Insured Person's demise while travelling outside Malaysia or the Usual Country of Residence, AAN will assist in obtaining the necessary clearances and shall organize for the return of body or remains back to Malaysia or the Usual Country of Residence. Upon written request of Insured Person's legal representative, and wherever possible, AAN will arrange for local burial in the country or place where death occurred. The cost incurred for this service shall be paid for by Us but not to exceed RM1,000,000 (Ringgit Malaysia One Million) any one Insured Person.
- vi. **Telephone Medical Referral** - Upon request, AAN will provide the name, address and telephone number of physicians (including both general practitioners and specialists), hospitals, dentists, and dental clinics. When requested, AAN will assist to arrange for appointments with the medical facility. All consultation and medical fee incurred shall be borne by the Insured Person.

Note: Such call does not construe the establishment of a diagnosis and must be considered as an advice only.

- vii. **Hospitalisation**

- a. If the medical condition of the Insured Person is of such gravity that requires emergency hospitalisation, AAN will assist the Insured Person by arranging for Hospital admission.

- b. During Hospitalisation, the appointed doctor of AAN shall monitor Insured Person's condition and keep family members of Insured Person informed.
 - c. Upon the request of the Insured Person and subject to AAN receiving payment guarantee from Insured Person or his/her family member, AAN shall assist in the arrangement of the guarantee for Hospital admission and the medical expenses incurred during the Hospitalisation.
- viii. **Dispatch of Medication Not Available Locally** - Whilst the Insured Person is outside Malaysia or the Usual Country of Residence, AAN will dispatch the necessary medication not available locally in case of emergency provided local rules and regulations allow such a dispatch. Cost of dispatching and medication shall be borne by the Insured Person.
 - ix. **Pre-Trip Travel Information** - AAN will provide information concerning Visa, inoculation, passport or immunization requirements of the foreign countries in which the Insured Person will be travelling.
 - x. **Retrieval of Lost Items** - AAN will assist the Insured Person in the location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.
 - xi. **Emergency Message Relay** - In case of an emergency, AAN will establish a national or international message relay to a designated addressee.
 - xii. **Arrangement of Flights** - In the event of an emergency happening to an Insured Person, AAN will assist with the arrangement of return flights for family members if travelling with the Insured Person.
 - xiii. **Legal Referral** - Should the Insured Person seek legal assistance for an emergency while outside Malaysia, AAN will refer the Insured Person to local legal advisors. All third party cost incurred shall be borne directly by the Insured Person.
 - xiv. **Referral to Interpreter / Translator** - Should the Insured Person need translation assistance during an emergency in the course of the Insured Person's trip outside Malaysia or the Usual Country of Residence, AAN will refer the Insured Person to a local translator. Cost incurred shall be borne entirely and directly by the Insured Person.

Limitations

We will not be held responsible for failure to provide services or for any delays caused by strike or conditions beyond Our control including, but not limited to, flight conditions or where local laws of regulatory agencies prohibit Us and AAN from rendering such services.

Exclusions

The following circumstances are excluded from the EER:

- i. Emergency medical evacuation, repatriation or cost not approved in advance and in writing by AAN and/or not arranged by AAN.

- ii. If the Insured Person is travelling contrary to the advice of a medical practitioner.
- iii. If the Insured Person is travelling for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.
- iv. If the Insured Person is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the Insured Person returns to Malaysia or the Usual Country of Residence.
- v. The Insured Person's participation in any armed conflicts (whether civil or military), strikes, riots or civil commotion, rebellion, revolution, insurrection or military usurped power including services in military or any armed forces of any country or international authority other than peace time reservist training.
- vi. Medical conditions caused by nuclear weapons material, ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear waste.
- vii. Failure by the Insured Person to take reasonable precautions following warnings of any intended strike, riot or civil commotion via the mass media.
- viii. Self-inflicted Injury, suicide or attempted suicide, mental or psychiatric disorder, drug addiction or abuse, alcohol abuse, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
- ix. Any expenses arising from childbirth, miscarriage, pregnancy (except abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn children).
- x. Any expenses arising from racing of any kind (other than racing on foot), sports exhibitions, bungee jumping, mountaineering or rock climbing necessitating the use of guides or ropes, scuba diving, aeronautics or aviation activities other than as a fare paying passenger in a properly licensed commercial or private carrier and all sports practiced as a profession.
- xi. If the Insured Person is engaged in or taking part in any unlawful or illegal act.
- xii. Retention, destruction, confiscation by customs or government authorities, breach of government regulations.
- xiii. Any health condition which constitutes one of the reasons to undertake the trip
- xiv. The cost of burial in Malaysia or the Insured Person's Usual Country of Residence.

SPECIAL PROVISIONS APPLYING TO DOMESTIC AND OVERSEAS TRAVEL

1. EXPOSURE

Benefit 1 is payable if as a result of Accident, an Insured Person is unavoidably exposed to the natural elements and suffers Death.

2. DISAPPEARANCE

If an Insured Person is travelling and his means of transportation disappears, sinks, crashes or is wrecked and after three hundred sixty five (365) days his body has not been found and a Court of Law has pronounced the Insured Person as legally dead, We will pay the benefit accordingly. If at any time after payment of the benefit has been made by Us, the Insured Person is found to be alive, such payment shall be immediately refunded to Us.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This Policy does not cover Death, Disablement, Medical Expenses, Loss or Damage or Liability directly or indirectly caused by or occasioned by or contributed to by or resulting from or traceable to or in consequence of:

1. Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil commotion amounting to a popular rising civil war, rebellion, revolution, Insurrection of military or usurped power.
2. Nuclear weapons material, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion including any self-sustaining process of nuclear fission of nuclear fuel.
3. Any Nuclear, chemical or biological terrorism.
4. Any pre-existing physical or mental defect or infirmity, pregnancy, childbirth, miscarriage or any complications associated with pregnancy.
5. HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
6. Provoked murder or assault, intentional self-Injury, suicide or attempted suicide while sane or insane, the effects of drugs unless taken as prescribed by a registered Medical Practitioner for an illness and not for the treatment of the drug addiction.
7. The Insured Person(s) engaging in or taking part in:
 - Winter sports, ice hockey, sea-angling, boating or yachting beyond five (5) kilometers off any coastline, scuba diving unless the Insured Person is a member of recognized diving club and holds a valid diving license or diving under the guidance of a professional diving instructor, horseback polo playing, steeple-chasing, boxing, wrestling, go-karting, parachuting, hang-gliding, skydiving, bare hand rock or cliff scaling, hunting outside the territorial limits of Malaysia, motor sports rallies or competition, speed testing, reliability trials or racing of any kind other than on foot, professional or semi-professional sports.
 - Flying or any aerial activities otherwise than as a fare-paying passenger in an common carrier provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers over an established air route.

- Serving in any branch of the armed forces or fire-fighting services or agencies (whether voluntary or otherwise) including police of any country or international authority (whether in time of peace or war).
 - Criminal or illegal activities.
8. The Insured Person travelling against the advice of a Medical Practitioner.
9. The Insured Person travelling for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness that occurred before the commencement date of cover.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1. **Communicating With Us**

Every notice or communication to be given or made under this Policy must be delivered in writing to Our Head Office or any of Our Branch Offices.

2. **Alterations**

No alteration in this Policy shall be valid unless We approve such alteration by endorsement.

3. **Ownership**

We shall only recognise You as the absolute owner of the Policy.

4. **Fraud**

We may refuse a claim or cancel this Policy or do both if You are not truthful and frank in any statement You make in Your proposal form and declaration or the claim is fraudulent or exaggerated.

5. **Reasonable Care**

The Insured Person must take reasonable care to protect himself/herself and his/her property against Accident, Injury, loss and/or damage.

6. **Payment of Benefits**

All Benefits (including Death Benefit of Your Spouse and/or Children) payable under this Policy shall be paid to You and Your receipt shall fully discharge Us of Our liability under this Policy.

In the event of Your Death where You have currently valid nominee(s) with or without trustee(s) under this Policy, Your Death Benefit will be paid in accordance with the provisions of the Financial Services Act 2013.

7. **Currency Exchange Rates**

All Benefits under this Policy are payable in Malaysian Ringgit. Medical or other bills rendered in terms of foreign currency shall be converted to Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date of issue of the bills.

8. Enforcing Your Rights

We may at Our expense and in Your or the Insured Person's name take any necessary steps to enforce Your or their rights against any other person either before or after We pay a claim.

9. Cancelling Your Policy

(a) If the Policy is issued as an Annual Policy You may cancel the Policy at any time before the commencement date of cover or after the commencement date of cover but before the departure for any of Your Journey during the Period of Insurance, by notifying Us in writing and returning the Policy to Us and provided no claim has arisen, We will, subject to the Our retention of a minimum premium of RM10 (for single trip – individual), RM20 (for single trip – family) and RM50 (for annual trip – individual / family) and make a refund of premium paid for the unused portion of the period of insurance calculated at Our usual short-term rates as follows:

Period of Insurance	Refund of Premium
Not exceeding 1 month	3/4 of the annual premium
Not exceeding 2 months	5/8 of the annual premium
Not exceeding 3 months	1/2 of the annual premium
Not exceeding 4 months	3/8 of the annual premium
Not exceeding 6 months	1/4 of the annual premium
Not exceeding 8 months	1/8 of the annual premium
Exceeding 8 months	No refund of premium allowed

(b) We may also cancel this Policy at any time by giving fourteen (14) days' written notice by Registered Letter at Your address last known to Us. Upon cancellation of the Policy, We will refund to You a proportionate part of the premium corresponding to the unexpired period of insurance.

10. Remedies for misrepresentation for consumer insurance contract

10.1 We may, at Our sole and absolute discretion, avoid the Policy in the event of any pre-contractual misrepresentation made by You in relation to any answers or disclosure made in Your Proposal Form and declaration:-

- (a) is a deliberate or reckless misrepresentation; or
- (b) is a careless or innocent misrepresentation, and but for the misrepresentation, We would not have issued or renewed this Policy.

In the event that this Policy is invalidated or is avoided pursuant to this Clause 10.1, Our liability shall be limited to the refund of premiums paid without interest less any indebtedness to Us under this Policy.

10.2 In the event of any pre-contractual misrepresentation made by You in relation to any answers or disclosure made in Your Proposal Form and declaration is a careless or innocent misrepresentation, and but for the misrepresentation, We would have issued or renewed this Policy but on different terms and conditions, We may, at Our sole and absolute discretion:-

- (a) vary any of the terms and conditions of this Policy and treat this Policy as if it had been issued or renewed on the varied terms and conditions; and

- (b) in addition to Clause 10.2(a), reduce proportionately the amount to be paid on a claim in accordance with Our relevant policy at the material time.

11. Making a Claim

- a. All claims must be made through You and in case You die Your legal personal representatives.
- b. You must give Us written notice within thirty (30) days of any Accident, loss or damage on which a claim may arise. We will not deny a claim on the grounds that You or the Insured Person failed to notify Us within the prescribed time if it can be shown to Our satisfaction that it was not reasonably possible to give such notice within the prescribed time Sum Insured.
- c. Upon receipt of such notice We shall furnish You with Our usual claim form to be completed giving full details of the Accident, loss or damage and, at Your own expense, return it to Us with such documentary evidence e.g. police report, medical report, original bills, estimates for repair, ticket counterfoils, luggage tabs and other reports which We may reasonably require to assess the claim.
- d. You must send Us, unanswered, any letter, claim, writ or summons or other communication to do with a claim as soon as You receive it.
- e. You or the Insured Person must not admit, deny, negotiate or settle a claim unless with Our written permission.
- f. You should, wherever possible, keep the damaged articles so that We can inspect them and if We make a payment for or replace the damaged article, the article will then belong to Us.
- g. In the event of accidental Death reasonable notice must be given to Us before interment or cremation and We shall be entitled at Our expense to conduct any post-mortem examination where it is not prohibited by law.

12. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator who shall be appointed in writing by You and Us. If there is no agreement on a single Arbitrator, then two arbitrators are to be appointed in writing, one by You and the other by Us, within one (1) calendar month of the disagreement. In case of disagreement between the arbitrators, an umpire is to be appointed by the arbitrators in writing before hearing the reference. The arbitrator or arbitrators and/or umpire must make an award before You can commence legal proceedings against Us.

13. Time Limitation

We will not be liable to pay a claim made after the expiration of twelve (12) calendar months from the happening of the Accident, loss or damage. Also, if We disclaim liability for any claim, You must refer the claim to arbitration within twelve (12) calendar months from the date of Our disclaimer. If You do not do so then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable under this Policy.

14. Applicable Law

This Policy is governed by, and shall be construed in accordance with the laws of Malaysia.

15. Government Tax

Please be informed that the premiums on this policy are subject to the prevailing government tax during the term of this policy.

Your obligation to pay the prevailing government tax shall form part of the terms and conditions of Your insurance policy.

17. Duplication of Cover

In the event You are covered under more than one travel insurance policy underwritten by Us for the same Journey, We will only allow a claim under the policy which provides the highest Sum Insured.

18. Sanction Limitation and Exclusion Clause (SANC)

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the Policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

LODGING COMPLAINTS AND GRIEVANCES

HOW TO MAKE A COMPLAINT?

You may refer your complaint pertaining to any insurance related matters to Our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services (OFS) (664393P) (formerly known as Financial Mediation Bureau) or BNMLINK / BNMTELELINK, Bank Negara Malaysia (BNM). In order to resolve Your complaint, it is important that You provide Us with as much information as possible when contacting Us, i.e. Your full name, address, contact number, policy number and the nature of Your complaint.

The following are the contact details of Our Complaint Handling Unit:-

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur
Telephone No. : 03-4259 7828
Fax No : 03-4813 2737
Email : gicare-my@greateasterngeneral.com

RESPONSE TO COMPLAINTS

For non-complicated case, We will respond within fourteen (14) working days from the date of receipt of the complaint.

For complicated case, We will respond within fourteen (14) days from the date of receipt of the complaint and the complainant will be updated of the progress every subsequent thirty (30) calendar days until it is resolved.

OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If You are not satisfied with the response or the decision of Our Complaint Handling Unit, You may submit Your complaint either to OFS within six (6) months from the date of Our Complaint Handling Unit's final decision, or to BNM. Kindly check with Our Complaint Handling Unit on the proper avenue for dealing with Your complaint. The following are the contact details of OFS or BNM:-

Authority	BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM)	Ombudsman for Financial Services (OFS)
Address	<p>Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre) Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.</p> <p>Contact Centre (BNMTELELINK) Corporate Communication Department, Bank Negara Malaysia P.O. Box 10922, 50929 Kuala Lumpur.</p>	Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Telephone No	1-300-88-5465	03-2272 2811
Fax No	03-2174 1515	03-2272 1577
Email	bnmtelelink@bnm.gov.my	enquiry@ofs.org.my