



**Generali Insurance Malaysia Berhad**  
(formerly known as AXA Affin General Insurance Berhad)  
Reg No: 197501002042 (23820-W)

# GREAT WALL ANNUAL TRAVEL INSURANCE POLICY

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# GREAT WALL ANNUAL TRAVEL INSURANCE POLICY

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

## Statement Pursuant to Schedule 9 of the Financial Services Act 2013

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

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us** for the insurance hereinafter contained and has paid or agreed to pay the **Premium** in respect of such insurance.

Now this **Policy** witnesses that subject to the terms exclusions and conditions contained therein or endorsed hereon **We** agree to pay compensation to the **Insured Person** or in the event of his death to his nominee as executor accordingly to the direction of the nomination and/or trustee of the trust created over such nomination and/or the assignee, as the case may be, in accordance under Schedule 10 of the Financial Services Act 2013 (FSA) in the manner hereafter described.

## DEFINITIONS

**Accident – means** any sudden or unexpected and violent event on the part of the **Insured Person**, resulting directly and independently from the action of an external cause which shall include food poisoning, other than any intentionally self-inflicted **injury**.

**Burglary – means** theft following forcible and violent entry or exit from the premises.

**Carrier(s) – means** the entity that transports **you** and **your** luggage in the course of the **journey** by land, water or air conveyance which operates under a licence for the transportation of passengers.

**Civil Unrest, Riot or Commotion – means** any illegal group gathering (organised or unorganised) for any purpose including but not limited to promotion, manifestation, making heard of views, beliefs and/or grievances which leads to violence whether with or without the presence of police and/or military authorities save and except for the gathering of individuals for purposes of asserting sovereign rights and/or operating on behalf of a sovereign state.

**Curtailment – means** cutting short **your journey** by early return to **your home** after its commencement

**Excess Amount – means** is the first part of each and every claim that **you** are required to bear yourself.

### **Domestic Travel – means**

- a) Travelling within East Malaysia or within West Malaysia only;
- b) Beyond 50 kilometres from your **Home** or **Your** business place; and
- c) Excludes any daily commute to and from your place of employment or work

**Overseas Travel – means** worldwide excluding travel within East Malaysia or within West Malaysia

**Family Member(s) – means** **your** spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters and legally adopted children or siblings, all residents in **your home territory**.

**Family Plan – means** **you**, **your** legal spouse and all **your** accompanying children. **Your** spouse and each of **your** child receives the same benefits amount as **you** except for benefit under Section I where each child s shall be entitled to receive:

- a) **Overseas Travel**  
Death – RM250,000  
Permanent Disablement – RM500,000
- b) **Domestic Travel**  
Death – RM20,000  
Permanent Disablement – RM200,000

**Hazardous Adventure(s) – means** mountaineering, abseiling or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, offshore activities including rafting or canoeing involving white water rapids, jet skiing, flying or other aerial activities, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 18 metres, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang-gliding, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.

**Home – means your** usual place of residence in Malaysia.

**Home Territory – means** Malaysia.

**Hospital – means** an institution which is legally licensed as a medical or surgical **hospital** in the country in which it is located. It must be under the constant supervision of a **Physician**

**Illness – means** any sudden and unexpected deterioration of health certified by a registered or competent **Medical Practitioner** during the **Period of Insurance**.

**Injury/Injuries – means** bodily **injury** suffered anywhere in the world caused solely by an **accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

**Insured Person/You/Your – means** each person named in the Policy must be a Malaysian, Permanent Resident, Work Permit Holder, Pass Holder or otherwise legally employed in Malaysia and/or his/her legally Spouse and Children. A person eligible for this insurance must be of age between 30 days old and 70 years old.

**Family – means You, Your Spouse**, and any number of fully dependent **Child** aged between 30 days to 18 years or up to 23 years who is studying full-time in a recognised institution of higher learning, all residents in **Your Home Territory**. Travelling child/children must be accompanied by **You** or **Your Spouse**.

**Child/Children – means** a fully dependent child under the age of 18 years or up to 23 years who is studying full-time in a recognised institution of higher learning. The child must be at least 30 days old.

**Journey – means**

**(i) For Overseas Travel**

A trip or holiday that commences when **you** leave **your home** or business place or destination stop in **your home territory** (whichever is the later) until the time **you** return to **your home** or business place or stop at any destination stop in **your home territory** (whichever is the earlier) on completion of the trip. In any event, it does not commence more than 24 hours prior to scheduled departure or cease more than 24 hours after schedule arrival to **your home territory**.

Any subsequent trip, which commences after **your** return to **your home**, is not covered. Any one journey shall not exceed 90 days.

**(ii) For Domestic Travel**

A trip that commences when **you** leave **your home** or business place (whichever is the earliest) until the time **you** return to **Your Home** or business place.

**Medical Practitioner/Physician – means** a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a medical practitioner or physician who is the insured himself.

**Period of Insurance – means**

**(i) For Overseas Travel**

Under Section 7, insurance is effective on the issue date of Policy and terminates on commencement of the planned trip. In respect of all other Sections, the Period of Insurance starts when **you** leave **your home** or business place or destination stop in **your home territory** (provided the cover does not commence more than 24 hours prior to the scheduled departure time or cease more than 24 hours after the scheduled arrival at **your home territory**) to the time **you** return to **your home territory** or expiry of the Period of Insurance, whichever is earlier.

The insurance is not valid for **journey** exceeding 90 days. No extension to Period of Insurance is allowed after departure.

**(ii) For Domestic Travel**

A period when **you** leave **your home** or business place and ceasing at the end of the period of Journey as defined herein for **journey of Domestic Travel** or expiry of the **period of insurance** as stated on the Policy, whichever is earlier.

The insurance is not valid for **journey** exceeding 30 days. No extension to Period of Insurance is allowed after departure.

If because of **your** death, injury or illness or that anyone who is travelling with **you**, or because of delay or interruption of public transport services out of **your** control, **you** are unable to complete the **journey** before the expiry of this insurance, the **period of insurance** will be automatically extended up to 72 hours without any additional premium for the additional days that are reasonably necessary for the completion of the journey.

**Personal Luggage – means** each of **your** suitcases, trunks and containers of a similar nature and their contents and articles worn or carried by **you** including **your valuables**.

**Personal Money – means** bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travellers cheques which have a monetary value, all held for **your** private purposes whilst away from **your home**, and while in **your** personal custody at all times unless deposited in a hotel safe.

**Pre-existing Condition – means** disabilities that the **Insured Person** has reasonable knowledge of in the twelve (12) months prior to the inception of the **Period of Insurance**. An **Insured Person** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- a) the **Insured Person** had received or is receiving treatment;
- 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.

**Public Transport Services – means** any licensed bus or taxi or a scheduled service which any member of the public can join at a recognised stop as a fare-paying passenger.

**Scheduled Carrier(s) – means**

- common carrier - scheduled aircraft, train or sea vessel where the airlines, trains and sea vessels are listed with the relevant authorities in the countries in which the aircraft, train or sea vessel is registered and hold a Certificate, Licence or similar authorisation for scheduled transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times.
- Chartered flights organized and schedule for travel on regular and published routes for a period of one (1) month or more provided that the aircraft is a properly licensed private and/or commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority of the country of its registry for the transportation of passengers.

**Serious Medical Condition – means** a condition which in the opinion of the **Company** or its authorised representatives constitute a serious or life threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment in order to avoid death or serious impairment to an **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 and the local availability of appropriate medical care or facilities.

**TPA – means** Third Party Provider, a medical emergency assistance company appointed by Us to provide emergency medical assistance during the Journey.

**Travel Agent – means** a travel agent with a valid licence and registered with the Ministry of Tourism and Culture Malaysia.

**Valuables – means** items composed of precious metals or precious stones, jewellery, watches, furs, gold and silver articles, camera (including digital), videocams, binoculars and notebook computer.

**We/Our/Us/The Company – means** Generali Insurance Malaysia Berhad

## **BENEFITS FOR OVERSEAS TRAVEL**

### **SECTION 1 – PERSONAL ACCIDENT BENEFITS (for Overseas Travel)**

In the event of an **accident** happening during the **Journey**, if the **Insured Person** suffers bodily **injury** which results in his death or disablement, **We** will, subject to the exclusions, limitations, provisions and terms of the **Policy**, pay compensation as provided in the Table of Compensation below:-

<b>Table of Compensation</b>		
<b>Events</b>		<b>Percentage of Sum Insured as stated in the Schedule of Benefit</b>
A	Accidental Death	100%
B	Total and Permanent loss of sight in one eye or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs	100%

Provided that:-

- (1) such death or disablement occurring within twelve (12) months of the happening of the event and which independently and solely results in the events shown above.
- (2) the maximum compensation for which **the Company** shall be liable in respect of one **Insured Person** is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Insurance Coverage Plan.

**For each Insured Person we will not pay for:**

- a) More than one of the benefits resulting from the same injury to each **Insured Person**
- b) Injuries arising from manual work in connection with any trade, employment and profession.

## **SECTION 2 – MEDICAL AND OTHER EXPENSES (for Overseas Travel)**

**For each Insured Person we will pay:**

For the following necessarily incurred expenses within the **Period of Insurance** that gives rise to the claim resulting from **your** death, bodily **injury** or **illness** during the **journey** outside the **home territory** except for follow-up treatment.

### **Section 2.1 – Medical & Other Expenses**

#### **Section 2.1.1 – Medical Expenses including Alternative Medicine.**

Reimbursement up to limit as specified in the Schedule of Benefit for reasonable fees or charges or expenses for:

- a) medical, surgical, **hospital**, nursing home or nursing services
- b) emergency dental treatment for the alleviation of sudden pain or treatment for damage to sound and natural teeth provided such damage is caused solely by **injury**
- c) if the **Insured Person** suffers from an **Injury** or **Illness** during his/her trip and seeks alternative medicine, **we** will reimburse the expenses incurred for such treatment up to a limit of RM500. Alternative medicine shall mean treatment from a traditional **medical practitioner**, osteopath, physiotherapist and/or a chiropractor

#### **Section 2.1.2 – Follow-up Treatment in Malaysia**

Reimbursement for follow-up medical expenses incurred following **your** return from **your journey to your home territory** up to the limit as specified in the Schedule of Benefit, subject to the limit stated in Benefit 2.1. However, expenses incurred after 45 days for an **Insured Person** shall not be payable.

### **Section 2.2 - Compassionate Visit**

Reimbursement up to the limit as specified in the Schedule of Benefit for reasonable additional accommodation, communication, round trip economy class air ticket and travel expenses at the place of loss and meals incurred by one immediate **family member** who is:

- a) required to travel to due to **your** hospitalization at the medical advice of the treating **physician** or
- b) required to travel as a result of **your** death's due to an **Injury** / **Illness** during the trip provided no adult member of **your Family Member** is present.

### **Section 2.3 – Hospital Income**

RM250 for each full day **you** are confined to **hospital** as an in-patient during the period of the **journey** in addition to fees or charges or expenses paid under Section 2.1.1 up to a maximum as specified in the Schedule of Benefit.

### **Special Exclusion applicable to Section 2**

**We will not pay for :**

- a. fees or charges for repairs to or for the provision of dentures or artificial teeth
- b. any dental work involving the use of precious metals
- c. dental treatment/repairs where the cause is due to normal wear and tear or normal maintenance of dental health
- d. any charges for traditional treatment, except as specified in Benefit 2.1.1 (c)
- e. ophthalmological care, eye glasses, contact lenses and hearing aids or prescriptions for the same.

## **SECTION 3 – EMERGENCY MEDICAL EVACUATION & REPATRIATION (for Overseas Travel)**

### **Section 3 – Emergency Medical Evacuation & Repatriation**

Reimbursement up to the limit as specified in the Schedule of Benefit for an **Insured Person** which includes air or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the **Insured Person** with a **serious medical condition** to the nearest **hospital** where appropriate medical care is available, and not necessarily to the **home territory**. **We** will not pay to evacuate an **Insured Person** from the **home territory** to a foreign destination.

**You must contact the TPA to obtain approval in advance for any evacuation and to make the necessary transportation arrangements. Failure to do so will invalidate a claim for such costs.**

#### **ADDITION DEFINITIONS**

“Medical Evacuation Expenses” means all expenses incurred in repatriating the **Insured Person** who is suffering from a Critical Medical Condition to the nearest **hospital** where appropriate medical care and facilities are available or to the **Insured Person’s** Country of Residence in Malaysia, provided that such repatriation is:

1. certified by a **Physician** to be necessary and
2. organised by **the TPA**

#### **24-HOURS CALL CENTRE — +603-2302 0008**

“Critical Medical Condition” means a life-threatening medical condition suffered by the **Insured Person** as a result of Bodily **Injury** or Sickness, as determined by a **Physician** designated by **the TPA** in his/her absolute discretion.

“Emergency Repatriation Expenses” means all funeral expenses incurred in the burial or cremation of the **Insured Person** outside of Malaysia, or the costs incurred for transporting the **Insured Person’s** body back to Malaysia.

#### **CONDITIONS**

1. **TPA** must be promptly informed of any potential claims for Medical Evacuation Expenses.
2. The **Insured Person** shall not attempt to provide solutions to problems encountered without involving **TPA**. Such actions shall prejudice all claims for Medical Evacuation Expenses.
3. Repatriation will be organised by **TPA** by the most appropriate method as determined by a **the TPA** in its absolute discretion including, if necessary, the use of air services.
4. Medical Evacuation Expenses shall include necessary expenses incurred for qualified medical staff to accompany an **Insured Person** which is determined by **the TPA** in its absolute discretion to be necessary.
5. In the event that **TPA** are provided under this Policy to any person not insured under this Policy or situations not covered by this Policy at the request of the Insured or any **Insured Person**, the **Insured Person** hereby agree to pay **the TPA** for all costs incurred for the said services.
6. In the event that **TPA** are provided, **we** will have the right to recover from the **Insured Person** the value of the refund relating to any air tickets or other tickets originally purchased for the **journey** back to Malaysia. The **Insured Person** shall assist **us** in recovering any refunds from the **carriers** concerned. The proceeds of such refund shall belong to **us**.
7. The Insured or any **Insured Person** hereby agrees to pay **the TPA** directly for any Medical Evacuation Expenses incurred by the **Insured Persons** that is in **excess** of the limit as specified in the Schedule of Benefit.
8. The Insured and/or **Insured Person** hereby agrees to fully indemnify **the Company** in the event **the Company** is held liable to pay **the TPA** for any of the services mentioned under clause 5 and/or 7 above and/or any other services not covered under this Policy.

#### **ADDITIONAL EXCLUSIONS**

In addition to the General Exclusions this Policy does not cover, and **we** would not in any event be liable to pay Benefits in respect of, any claim in respect of Medical Evacuation Expenses which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Any **journey** undertaken against the advice of a **physician**.
2. Any **pre-existing medical condition**.
3. Any condition which is or result from or is complication of infection with Human Immunodeficiency Virus (“HIV”), any variance including Acquired Immune Deficiency (“AIDS”) and AIDS Related Complications (“ARC”) or any opportunistic infections
4. And/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC
5. Any condition which is or results from or is complication of infection with a venereal disease.
6. Any amounts which are recoverable from any other insurance coverage that the **Insured Person** is entitled to.
7. Any such expenses that are incurred after sixty (60) days from the time of the **Accident**
  - a. or when the Sickness was first diagnosed. This exclusion does not apply when the first
  - b. expenses was incurred in the first sixty (60) days from the date of Bodily **Injury** or
  - c. sickness
8. Any condition which is or results from or is a complication of pregnancy, childbirth, miscarriage or abortion.

#### **Benefit 3.1 – Repatriation of Mortal Remains**

Reimbursement up to the limit as specified in the Schedule of Benefit for conveyance of **your** body to **your home**.

**Special Exclusion applicable to Section 3.1**

We will not pay for fees or charges or expenses for **your** conveyance of **your** body within **your home territory**

**SECTION 4 – LOSS OR DAMAGE TO LUGGAGE AND PERSONAL EFFECTS (for Overseas Travel)**

**For each Insured Person we will pay:**

Up to the amount as specified in the schedule of benefits in respect of **your personal luggage** and personal effects (including clothing worn) due to theft or damage to or loss of **your personal luggage** and personal effects during **your journey** outside your **home territory** less deduction for any wear, tear or depreciation or any compensation paid either by the **carrier** or others. The luggage and personal effects must be owned by **you** and in **your** possession and/or accompany **you** and include suitcase, trunks, hand luggage and the like receptacles as well as their contents.

All **valuables** are only covered against theft and only if carried by **you** or while deposited with and under the care of a hotel.

**For each Insured Person we will not pay for:**

1. any event which is the result of:
  - a. the first RM50 of each and every incident giving rise to a claim.
  - b. more than RM500 in respect of every single article, pair or set of articles other than notebook computer
  - c. more than RM1,000 in respect of notebook computer as defined under **valuables**
  - d. more than the proportionate part of the value of an article belonging to a pair or set in the event of loss or damage
2. loss of or damage to:
  - a. Animals
  - b. bonds, stamps, identity documents, credit and payment cards, travel documents, cash, stocks, negotiable instruments and securities or documents of any kind
  - c. contact or corneal lenses, eye glasses, hearing aids, prosthetic limbs, artificial teeth or dental bridges or dentures
  - d. cosmetics of any kind
  - e. accessories of any kind including fashion accessory
  - f. films, tapes, cassettes, cartridges or discs, memory cards and the like
  - g. traditional herbs, perishable and consumable goods or bottles or any subsequent damages caused as a result thereof
  - h. pedal cycles, wheel chairs, prams, pushchairs or baby buggies other than while they are being conveyed by **public transport services** and **carrier**
  - i. property more specifically insured elsewhere
  - j. **valuables** unless at all times they are attended by **you** or deposited in a hotel safe or hotel safety deposit box
  - k. **personal money**
  - l. fragile articles, musical instruments, sculptures and household goods
  - m. Hand phones, pagers, portable computer equipment (other than notebook computer), including personal digital assistant and its accessories
  - n. sports equipment
3. loss or damage due to atmospheric or climatic conditions, wear, tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice
4. loss or damage to **personal luggage** while away from **your journey** accommodation unless it is at all times attended by **you**
5. 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 whose windows are closed and there was visible evidence of forced entry
6. loss or damage due to negligence on **your** part
7. mysterious disappearance
8. loss or damage in respect of which **you** have received replacement or compensation either from the **carrier** or others
9. losses not reported to the authorities within 24 hours of discovery

**SECTION 5 – LUGGAGE DELAY (for Overseas Travel)**

**For each Insured Person we will pay:**

RM200 for compensation if **your** accompanying checked-in luggage is delayed for six (6) consecutive hours from the time of arrival at the destination abroad up to limit as specified in the Schedule of Benefits.

**For each Insured Person we will not pay if:**

1. Claims not declared to an authorized personnel of the **carrier** if **your** luggage is late or lost.
2. Luggage delay when it occurs on the return **journey** to **your home territory**.

## SECTION 6 – TRAVEL DOCUMENTS (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefits for the reasonable additional accommodation, travel expenses and communication expenses necessarily incurred in obtaining new passport or visa and/or travel documents due to loss by robbery or theft outside **your home Territory** during **your journey** provided always that **you** shall exercise reasonable care for safety and that any loss must be reported to the police within 24 hours of discovery.

### For each Insured Person we will not pay:

1. the first RM50 of each and every incident giving rise to a claim.
2. loss of:
  - a. or theft of passport and travel documents left unattended in a public place or as a result of **your** failure to take care and precaution for the safeguard and security of the travel documents.
  - b. passport and travel documents in a suitcase while in transit outside **your** control.
  - c. passport and travel documents in **your** suit or jacket, which are left unattended in a public place or while in transit outside **your** control.
  - d. or damage whilst in custody of an airline or other **carrier**, unless reported immediately on discovery and in the case of an airline, a property irregularity report obtained.
  - e. any additional expenses incurred in obtaining the replacement of loss of **your** passport and loss of travel documents in **your home territory**.
3. mysterious disappearance.

## SECTION 7 – TRAVEL CANCELLATION (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for loss of personal accommodation or transport charges and additional travel expenses paid or contracted to be paid by or for **you** and loss of excursion charges pre-booked and prepaid in **your home territory** by or for **you** which are not recoverable from any other source if **your** trip is unavoidably cancelled at the time of departure and provided **you** have purchased this insurance on the same date of registration or date of full payment of **your** trip.

The above benefits are payable in the event of the following:

- a. cancellation due to **your** death or death of any of **your family members** or death of **your** travelling companion registered for the **journey with you**.
- b. cancellation due to **illnesses** or bodily **injury** both requiring hospitalisation to **you** or any of **your family members** or **your** travelling companion registered for the **journey with you**.
- c. cancellation due to **illnesses** or bodily **injury** both requiring compulsory confinement and certified unfit to travel by a **Medical Practitioner** to **you** or any of **your family members** or **your** travelling companion registered for the **journey with you**.
- d. cancellation due to **your home** becoming uninhabitable following fire or natural disasters.
- e. the unexpected outbreak of Strike, **Civil Unrest**, **Riot**, **Commotion** occurring within fourteen (14) days prior to the commencement of trip which is beyond the **Insured Person's** control at the planned destination that will put the **Insured Person's** life in danger.
- f. Natural disasters including but not limited to flood, earthquake, tsunami or hurricane at the planned destination.

### For each Insured Person we will not pay for:

1. the first RM50 of each and every incident giving rise to a claim
2. any event which is the result of:
  - a. **your** failure to obtain the required passport or visa.
  - b. any government requirement, regulation or act.
  - c. delay caused by **carriers** or re-scheduling in **your home territory** or the delayed departure at any point in or outside **your home territory** during the **journey** if **you** choose to abandon the trip.
  - d. act, delay or amendment of the booked itinerary or failure in the provision of any part of the booked trip including error, omission or default by the transport or accommodation provider or their agent or any person acting as **your** agent of any service forming part of the booked holiday or accommodation as well as of the agent or tour operator through whom the holiday or accommodation was booked.
  - e. **you** arranging **your journey** through an unlicensed **travel agent**.
  - f. failure of **your** own vehicle.
  - g. **your** financial circumstances.
  - h. **your** disinclination to travel or **your** loss of enjoyment of the **journey**.
  - i. weather conditions other than severe weather conditions in **your home territory**, which prevent **you** from getting to the airport or port in time to catch **your** flight or ship
3. any losses if this insurance is not purchased on the same date or prior to the date of registration or date of full payment of **your** trip.

**This policy will only pay for any claim either under Section 7 or Section 8 but not both.**



## SECTION 8 – TRAVEL CURTAILMENT (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for the refund of the unused and non-refundable part of **Your** trip in proportion to the unused days paid or contracted to be paid by **you** or for **you** in **your Home Territory** in the event of necessary and unavoidable cancellation by **You** arising from causes beyond **your** control occurring during **your Journey**. The refund for accommodation will be based on each day of the **Journey You** have lost. A proportion of travel expenses will be refunded only if **you** cannot use **your** return ticket and **you** are not claiming return travel expenses under other Sections of this Policy.

### The above benefits are payable in the event of the following:

- a. **Curtailement** due to **your** death or **your** confinement to **hospital** for the duration of **your journey** as a result of bodily **injury** or **illness**.
- b. **Curtailement** due to unexpected death or serious **illness** or bodily **injury** of any of **your family member** in **your home territory** which requires hospitalisation for more than 48 hours.
- c. **Curtailement** due to death or **illness** or bodily **injury** to **your** travelling companion who was registered for the **journey** with **you** and which requires hospitalisation in the duration of the **journey**.
- d. the unexpected outbreak of **Strike, Civil Unrest, Riot, Commotion** occurring during the Trip which is beyond the **Insured Person's** control at the planned destination that will put the **Insured Person's** life in danger.

In the event of **curtailement**, compensation for the irrecoverable prepaid charges or expenses would be computed on the basis of each completed day from the day of arrival back in **your home territory** to the scheduled return as shown on the booking invoice.

### For each Insured Person we will not pay for:

1. the first RM50 of any loss, charge or any expenses incurred in respect of each and every claim under this Section.
2. any event which is the result of:
  - a. **your** failure to obtain the required passport or visa.
  - b. any government requirement, regulation or act.
  - c. delay caused by **carriers** or re-scheduling in **your home territory** or the delayed departure at any point in or outside **your home territory** during the **journey** if **you** choose to abandon the trip.
  - d. act, delay or amendment of the booked itinerary or failure in the provision of any part of the booked trip including error, omission or default by the transport or accommodation provider or their agent or any person acting as **your** agent of any service forming part of the booked holiday or accommodation as well as of the agent or tour operator through whom the holiday or accommodation was booked.
  - e. **you** arranging **your journey** through an unlicensed **travel agent**.
  - f. failure of **your** own vehicle.
  - g. **your** financial circumstances.
  - h. **your** disinclination to travel or **your** loss of enjoyment of the **journey**.
  - i. weather conditions other than severe weather conditions in **your home territory**, which prevent **you** from getting to the airport or port in time to catch **your** flight or ship.

## SECTION 9 – TRAVEL DELAY (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for compensation for each full 6 hours delay (common carrier) or 10 hours delay (chartered flight) if the scheduled aircraft, train, or sea vessel on which **you** are booked is delayed in departure for at least 6 hours (common carrier) or 10 hours (chartered flight) at any single destination stop (including transit) from the time specified in the **carrier** or tour operator travel itinerary during **your journey** from **home territory** or return to **your home**.

The coverage under this Section only applies to **scheduled carriers**, which **you** had duly confirmed according to the **carrier** rules and regulations and provided you have checked-in in accordance with the original itinerary. Any delay of charter **carrier** is not covered.

The number of hours delayed must be verified and confirmed in writing by the operator(s) of the **carrier**.

### For each Insured Person we will not pay for:

1. any event which is a result of :
  - a. **your** failure to check in at the airport, station or port according to the travel itinerary given to **you**.
  - b. **your** late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to industrial action).
  - c. compensation unless **you** have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the shipping actual departure time of the flight, **journey** or sailing.
  - d. travel delay arising from strike or industrial action which commenced or was announced before purchase of the insurance.
  - e. failure of **public transport services** arising from strike or industrial action which commenced or was announced before the date of departure from **your home**.

## SECTION 10 – MISSED TRAVEL CONNECTION (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for compensation for each full six (6) hours if **your** confirmed onward connecting scheduled aircraft, train or sea vessel is missed at any single transfer point due to the late arrival of the incoming scheduled aircraft, train or sea vessel or as a result of a delay in departure of the onward connecting scheduled aircraft, train or sea vessel and no alternative onward or transportation is made available to **you** for more than six (6) hours from the actual arrival time.

Any missed travel connection of charter **carrier** is not covered.

### For each Insured Person we will not pay for:

1. any event which is a result of:
  - a. **your** missed connection due to **your** failure to check in at the airport, station or port according to the travel itinerary given to **you**.
  - b. **your** missed connection due to **your** late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to industrial action).
  - c. compensation unless **you** have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the actual departure time of the flight, **journey** or sailing.
  - d. missed connection due to the delay in departure caused by failure of the **public transport services** arising from strike or industrial action which commenced or was announced before the date of departure from **your home**.

## SECTION 11 – TRAVEL OVERBOOKED (for Overseas Travel)

### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for compensation for each full six (6) hours delay if **your** confirmed onward scheduled aircraft, train or sea vessel is overbooked by the **scheduled carrier** company as a result of a delay in departure of the onward scheduled aircraft, train or sea vessel and no alternative onward or transportation is made available to **you within** six (6) hours from the actual departure time.

### For each Insured Person we will not pay for:

1. any event which is the result of:
  - a. **you** arranging **your journey** through an unlicensed **travel agent**.
  - b. compensation unless **you** have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the ticket is overbooked.

## SECTION 12 – MISSED DEPARTURE (for Overseas Travel)

### For each Insured Person we will pay for:

Up to the limit as specified in the Schedule of Benefit for additional accommodation and travel expenses necessarily and reasonably incurred during initial departure from **your home** or business place or destination stop in **your home territory** or from **your** accommodation or business place abroad (whichever is later) as a result of failure of **public transport services** to get **you** to the departure port, airport or train station as stated in **your** schedule ticket.

### For each insured person we will not pay for:

1. the first RM50 of any and every incident giving rise to a claim.
2. any event which is a result of:
  - a. **your** failure other than failure of the **public transport services** to check in at the airport, station or port according to the travel itinerary given to **you**.
  - b. late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to failure of the **public transport services**).
  - c. failure of the **public transport services** arising from strike or industrial action which commenced or was announced before the date of departure from **your home**.

## SECTION 13 – TRAVEL REROUTE (for Overseas Travel)

### For each Insured person we will pay:

Up to the limit as specified in the Schedule of Benefit for compensation for each full six (6) hours if **your** covered **scheduled carrier** is delayed for six (6) hours consecutively from the original schedule 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**.

**This policy will only pay for one claim made either under Section 9 or Section 10 or Section 11 or Section 12 or Section 13.**

## SECTION 14 – PERSONAL LIABILITY (for Overseas Travel)

### For each Insured Person we will pay:

Up to limit as specific in the Schedule of Benefit plus costs agreed between **us** in writing which **you** are legally liable to pay as a result of:

- a. **injury, illness** or disease of any person.
- b. loss of or damage to property that does not belong to and is neither in the charge or under the control of **you** or any **family member**.
- c. loss of or damage to **your journey** accommodation that does not belong to **you** or any **family member** occurring during the **Period of Insurance**

### For each Insured Person we will not pay for:

1. any liability for loss of or damage to property or **injury, illness** or disease:
  - a. suffered by anyone under the Contract of Service with **you** or any **family member** and arising out of the work they are employed to do
  - b. to any **family member**.
  - c. arising out of any deliberate act or omission
  - d. any wilful, malicious or unlawful act by **you** or any **family member**
  - e. arising out of **your** own employment, profession or business or that of any **family member**
  - f. arising from **your** ownership, care, custody or control of any animal
  - g. where indemnity is provided under any insurance assumed by **you** by agreement which would not have attached in the absence of such agreement
2. compensation or other costs arising from **accidents** involving:
  - a. any land or building or the use thereof by or on **your** behalf other than **your** temporary **journey** accommodation.
  - b. property belonging to or held in trust by or in the charge or control of **you** or any **family member**
  - c. mechanically propelled vehicles and any trailers attached
  - d. aircraft, motorised waterborne craft or yacht
3. judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

## SECTION 15 – TRAVEL WORLDWIDE ASSISTANCE SERVICES (for Overseas Travel)

**We** have arranged for services to be provided through **the TPA** so as to assist **you** in an emergency abroad. Services described herein are available 24 hours a day, 365 days to the Members travelling anywhere outside Malaysia with each trip not exceeding 90 consecutive days.

The **Insured Person** may call +603-2302 0008 in Malaysia 24 hours a day to request the services described in clause herein. Such calls can be made through "call collect" or "reverse charge".

### **a) Tele-medical consultation and evaluation of the Member's condition**

When medical advice is needed during travels outside Malaysia, the Member is to call **TPA** for assistance and advice. The **TPA** doctor on duty will provide help over the phone.

#### **Important:**

The telephone conversation does not permit the establishment of a diagnosis and must be considered as an advice only.

### **b) Medical Referral and arrangement of medical appointments**

Upon request, **TPA** shall provide the name, address and telephone number of **the TPA** doctor, hospitals, dentists, and dental clinics. **TPA** will attempt upon request to confirm the availability of the applicable medical or dental professional to make an appointment for treatment. Any third party cost incurred shall be borne by the **Insured Person**.

### **c) Visa, Passport & Inoculation Requirements**

Upon request, **TPA** will provide the **Insured Person** information concerning Visa, inoculation, passport or immunization requirement.

### **d) Visit to bedside by a friend/relative**

Should the Member's hospitalization outside Malaysia be expected to last more than seven (7) consecutive days, and **the TPA** doctor on duty agrees that it is medically necessary for a relative/friend to be by the Member's bedside provided no travel companion is with the Member, **TPA** will arrange for one economy class transportation for the relative/friend to visit the Member. **We** will pay for the cost for one economy class return transportation.

### **e) Location of Lost Items**

**TPA** will assist the Member in location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.

### **f) Legal Referral**

Should the Member seek legal assistance in the event of medical emergency while on a trip, **TPA** will refer the Member to local legal advisors.

#### **g) Referral to interpreter/ translator**

Should the Member need translation assistance for emergency in the course of the Member's trip, **TPA** will refer the Member to a local translator.

#### **h) Emergency Message Relay**

In case of a medical emergency, **TPA** will establish a national or international message relay to a designated addressee nominated by the Member via telecommunication services.

#### **Terms and Conditions**

The provisions of services under this Section are subject to the following warranties:

##### **You and/or any insured person**

- a. do not book or commence any **journey** contrary to medical advice or with intention to obtain medical treatment or after a terminal prognosis has been made.
- b. are above 30 days old at the start of any **journey**.
- c. are in good state of health at the time of obtaining cover and there are no medical conditions in existence, which may require emergency transportation by **the TPA**

##### **Duration of Cover and Limitations**

- a. Duration of Cover  
The services described under this Section are granted during the **Period of Insurance**
- b. Geographical Scope of Services  
The services described under this Section by **TPA** are rendered on a worldwide basis. However **TPA** shall not be required to provide such services to **you** in areas which represent war risks or political conditions such as to make such services impossible or impractical

##### **Conditions applicable to Section 15**

- a. **You** must take reasonable care to prevent **accident, injury or illness**.
- b. Fraud, misstatement or concealment in the statements made for and on **your** behalf prior to or when affecting this Section of the Policy or any fraudulent claim under this Section shall render this Section void and all indemnities and benefits shall be forfeited
- c. Written notice of any **accident**, proceedings or any other event which may give rise to a claim shall be given to **the TPA** within 30 days of the occurrence or as soon as reasonably practicable. All certificates, information and evidence required by **the TPA** shall be provided at **your** expense or **your** legal representative expense.

##### **Exceptions applicable to Section 15**

Under the following circumstances, the cost of rendering emergency assistance services will not be borne by **the TPA**. However, **TPA** will undertake to assist **you** subject to the provision of appropriate financial guarantees by **you**.

- a. The provision of services which are not specified in this Section, or **you** are 30 days and below at the commencement of the **journey** or during a period for which payment is not received
- b. Services rendered without the authorisation and/or intervention of **the TPA**.
- c. Services made by any party other than **TPA** for which no charge is usually made.
- d. Medical treatment administered by relatives whether qualified or not.
- e. Costs that would have been payable if the event giving rise to the intervention of **TPA** had not occurred.
- f. Any expense more specifically covered under any insurance policy.
- g. Cases of minor **illness** or **injury** which in the opinion of the **TPA physician** can be adequately treated locally and which do not prevent **you** from continuing **your** travel or work.
- h. Expenses incurred where in the opinion of the **TPA physician**, **you** are physically able to return to the **home territory** sitting as a normal passenger and without medical escort.
- i. Situations in which **you** were under medical treatment at the time of commencing **your journey** and the costs concerned were relevant to that treatment, or if the said **journey** was undertaken against doctor's orders or advice.
- j. Situations where a **journey** was specifically undertaken with the intention of obtaining medical treatment
- k. Cases related to psychiatric disorders or diseases including any anxiety state and/or depression suffered by **you** and diagnosed prior to the date the **journey** was arranged
- l. **You** exercising any form of hazardous work in connection with any business, trade or profession or exercising any form of manual work unless such manual work has been declared and accepted by **the TPA**
- m. **You** engaging in any form of aerial flight except as a fare-paying passenger on a regular
- n. scheduled airline or licensed chartered aircraft over an established route.
- o. Motorcycling (as a rider or pillion) and any **hazardous adventures**.
- p. The commission of or the attempt to commit any unlawful act.
- q. Expenses incurred as a result of **you** engaging in active service in the armed forces of any nation, taking part in expeditions or the crewing of a vessel from one country to another.
- r. Any consequence of riot
- s. Any circumstances set out in the '**General Exceptions**', which apply to the whole Policy.

##### **Disclaimer**

**The TPA** and the professionals to whom the beneficiaries are referred by **TPA** are to be responsible for their own acts and are not employees, agents or servants of **TPA**. **TPA** shall not be responsible for any act or failure to action on the part of **TPA** and their professionals such as, and not limited to **physicians, hospitals** and clinics.

**CASH BEFORE COVER**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by us before cover commences.

**BENEFITS FOR DOMESTIC TRAVEL****SECTION 1 – PERSONAL ACCIDENT BENEFITS (for Domestic Travel)**

In the event of an **accident** happening during the Trip, if the **Insured Person** suffers bodily **injury** which results in his death or disablement, **We** will, subject to the exclusions, limitations, provisions and terms of the **Policy**, pay compensation as provided in the Table of Compensation below:-

Table of Compensation		Percentage of Sum Insured as stated in the Schedule of Benefit
Events		
A	Accidental Death	100%
B	Total and Permanent loss of sight in one eye or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs	100%

Provided that:-

- (1) such death or disablement occurring within twelve (12) months of the happening of the event and which independently and solely results in the events shown above.
- (2) the maximum compensation for which **the Company** shall be liable in respect of one **Insured Person** is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Insurance Coverage Plan.

**For each Insured Person we will not pay for:**

- a) More than one of the benefits resulting from the same injury to each **Insured Person**
- b) Injuries arising from manual work in connection with any trade, employment and profession.

**SECTION 2 – MEDICAL AND OTHER EXPENSES (for Domestic Travel)**

**For each Insured Person we will pay:**

For the following necessarily incurred expenses within the **Period of Insurance** that gives rise to the claim resulting from **your** bodily **injury** during the **journey**.

**Section 2.1 – Medical & Other Expenses****Section 2.1.1 – Medical Expenses**

Reimbursement up to limit as specified in the Schedule of Benefit for reasonable fees or charges or expenses for:

- a) medical, surgical, **hospital**, nursing home or nursing services
- b) emergency dental treatment for the alleviation of sudden pain or treatment for damage to sound and natural teeth provided such damage is caused solely by **injury**

**Section 2.2 – Hospital Income**

RM50 for each full day **you** are confined to **hospital** as an in-patient during the period of the **journey** in addition to fees or charges or expenses paid under Section 2.1.1 up to a maximum as specified in the Schedule of Benefit.

**Special Exclusion applicable to Section 2**

**We** will not pay for :

- a. fees or charges for repairs to or for the provision of dentures or artificial teeth
- b. any dental work involving the use of precious metals
- c. dental treatment/repairs where the cause is due to normal wear and tear or normal maintenance of dental health
- d. any charges for traditional treatment
- e. ophthalmological care, eye glasses, contact lenses and hearing aids or prescriptions for the same.

### SECTION 3 – LOSS OR DAMAGE TO LUGGAGE AND PERSONAL EFFECTS (for Domestic Travel)

#### For each Insured Person we will pay:

Up to the amount as specified in the Schedule of Benefits in respect of **your personal luggage** and personal effects (including clothing worn) due to theft or damage to or loss of **your personal luggage** and personal effects by the **carrier**. The luggage and personal effects must be owned by **you** and in **your** possession and/or accompany **you** and include suitcase, trunks, hand luggage and the like receptacles as well as their contents.

All **valuables** are only covered against theft and only if carried by **you** or while deposited with and under the care of a hotel.

#### For each Insured Person we will not pay for:

1. any event which is the result of more than RM200 in total loss
2. loss of or damage to:
  - a. Animals
  - b. bonds, stamps, identity documents, credit and payment cards, travel documents, cash, stocks, negotiable instruments and securities or documents of any kind
  - c. contact or corneal lenses, eye glasses, hearing aids, prosthetic limbs, artificial teeth or dental bridges or dentures
  - d. cosmetics of any kind
  - e. accessories of any kind including fashion accessory
  - f. films, tapes, cassettes, cartridges or discs, memory cards and the like
  - g. traditional herbs, perishable and consumable goods or bottles or any subsequent damages caused as a result thereof
  - h. pedal cycles, wheel chairs, prams, pushchairs or baby buggies other than while they are being conveyed by **public transport services** and **carrier**
  - i. property more specifically insured elsewhere
  - j. **valuables** unless at all times they are attended by **you** or deposited in a hotel safe or hotel safety deposit box
  - k. **personal money**
  - l. fragile articles, musical instruments, sculptures and household goods
  - m. Hand phones, pagers, portable computer equipment (other than notebook computer), including personal digital assistant and its accessories
  - n. sports equipment
3. loss or damage due to atmospheric or climatic conditions, wear, tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice
4. loss or damage to **personal luggage** while away from **your journey** accommodation unless it is at all times attended by **you**
5. 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 whose windows are closed and there was visible evidence of forced entry
6. loss or damage due to negligence on **your** part
7. mysterious disappearance
8. loss or damage in respect of which **you** have received replacement or compensation either from the **carrier** or others
9. losses not reported to the authorities within 24 hours of discovery

### SECTION 4 – TRAVEL DELAY (for Domestic Travel)

#### For each Insured Person we will pay:

Up to the limit as specified in the Schedule of Benefit for compensation for each full six (6) hours delay if the scheduled aircraft, train, or sea vessel on which **you** are booked is delayed in departure for at least six (6) hours at any single destination stop (including transit) from the time specified in the **carrier** or tour operator travel itinerary during **your journey** from **home territory** or return to **your home** due to strike or industrial action, adverse weather conditions or mechanical failure of the aircraft, train or ship.

The coverage under this Section only applies to **scheduled carriers**, which **you** had duly confirmed according to the **carrier** rules and regulations and provided you have checked-in in accordance with the original itinerary. Any delay of charter **carrier** is not covered.

The number of hours delayed must be verified and confirmed in writing by the operator(s) of the **carrier**.

#### For each Insured Person we will not pay for:

1. any event which is a result of :
  - a. **your** failure to check in at the airport, station or port according to the travel itinerary given to **you**.
  - b. **your** late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to industrial action).
  - c. compensation unless **you** have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the shipping actual departure time of the flight, **journey** or sailing.
  - d. travel delay arising from strike or industrial action which commenced or was announced before purchase of the insurance.

- e. failure of **public transport services** arising from strike or industrial action which commenced or was announced before the date of departure from **your home**.

## GENERAL CONDITIONS

**We** will act in good faith in all **our** dealings with **you**. Equally, the payment of claims during the **period of insurance** is dependent on:

### 1. You observing the following:

- a. Taking ordinary and proper care to safeguard against **accident, injury**, loss or damage, as if the insurance was not in force.
- b. Reporting in writing to **us** within thirty (30) days upon return to **your home**, full details of any incident, which may result in a claim under the Policy.
- c. Producing the Policy before a claim is admitted.
- d. Forwarding to **us** immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
- e. Giving all necessary information and assistance that **we** may require at **your** expense (including where necessary medical certification)
- f. Not admitting liability or making an offer or promise of payment without **our** consent.
- g. Giving notice within 24 hours to the Police of any loss or theft or to the **carriers** when the loss or damage has occurred in transit. In either case, a report form must be obtained from the Police or **carriers** and forwarded to **us**.
- h. Not abandoning any property to **us**.
- i. Having sought medical advice on the advisability of taking the **journey** when **you** have received medical treatment as a **hospital** in-patient during the 6 months preceding the **journey** booking.
- j. Not travelling contrary to medical advice or specifically to obtain medical treatment.
- k. Not having received a terminal prognosis from a registered **Medical Practitioner** prior to the date of issue of the Policy.
- l. Not awaiting medical treatment as a **hospital** in-patient at the date of issue of the Policy.
- m. Suffering from any previously diagnosed anxiety state.
- n. No alterations and/or additions to the printed terms and conditions of the Policy are valid unless initialled at **our** office by an authorised employee of **the Company**

### 2. You recognising our rights to:

- a. avoid paying any claim, which is in any way fraudulent.
- b. take over and deal with in **your** name the defence or settlement of any claim made under the Policy
- c. take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under the Policy.
- d. not be liable for the same claim under more than one Travel Insurance Certificate and/or policy for the same **Insured Person** relating to the same **Period of Insurance** issued by **us**.
- e. cancel all benefits provided by the Policy without refund of any premium when a payment is made for cancellation or **curtailment** of the **journey**.
- f. only pay a proportion of a claim where there is other insurance in force covering the same risk, and to require details of such other insurance.
- g. subject to the Cooling-Off Period Clause, we will not to refund the premium after the Policy has been issued.
- h. cancel all covers under the Policy immediately if the claim is dishonest or exaggerated in any way and **we** reserve the right to notify the police of any such claim.
- i. under Section 3 of Overseas Travel - decide if the **Insured Person's** medical condition is sufficiently serious to warrant Emergency Medical Evacuation. **The Company** or its medical advisers shall also decide the place to which the **Insured Person** shall be evacuated and the means by which the evacuation should be carried out, having regard to all the assessed facts and circumstances of which **the Company** is aware at the relevant time.

### 3. Arbitration Clause

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by both parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party within one calendar month after having been required in writing so to do by either of the parties or in the case of the Arbitrators not agreeing, an Umpire will be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against **us**. If **we** shall disclaim liability to **you** or **your** personal representatives for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 4. Cooling-off Period Clause

After this **Policy** has been issued and for any reason whatsoever **You** shall decide not to take up the insurance and provided no claims has been made. **You** may notify us within thirty (30) days after the effective date of this **Policy**. **You** will be entitled to the full premium refund.

## GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTIONS)

- 1. **We** will not pay for any deterioration of, or loss of, or damage to property, or any compensation or any legal liability, **injury, illness**, death or expense caused by or contributed to, or arising from:
  - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,

revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

- b. any act of terrorism including but not limited to:
  - i. the use or threat of force, violence and/or
  - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or  
any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above
- c. HIV (Human Immunodeficiency Virus) and/or any HIV-related **illness** including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
- d. delay, confiscation, detention, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country
- e. ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
- f. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- g. mining, oil-rigging, aerial photography or handling explosive

2. **We** will not pay for:

- a. any consequential loss unless specified in the Policy.
- b. any loss due to currency exchanges of any and every description.
- c. claims in respect of babies aged 30 days and below.
- d. any payment **you** would normally have made during **your** travel, if nothing had gone wrong.
- e. claims caused by any reason which is of public knowledge when the insurance is purchased or when the trip is booked.

3. Under each of the Sections 1 & 2 of Overseas Travel and Domestic Travel, 7 & 8 of Overseas Travel, **we** will not pay for any event which is the result of:

- a. **you** travelling in non-fully licensed passenger carrying aircraft.
- b. medication, which at the time of departure is known to be required or to be continued outside the **home territory**.
- c. treatment or services provided by a health spa, convalescent or nursing **home** or any rehabilitation centre
- d. **you** receiving in-patient treatment or is on a waiting list for in-patient treatment.
- e. **you** have received a terminal prognosis.
- f. **you** intend to travel against the advice of a **Medical Practitioner** or are intending to obtain medical treatment during the **journey**.
- g. **you** suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life).
- h. **you** being under the influence of drugs or other substance abuse (other than those prescribed by a registered **Medical Practitioner** but not when prescribed for the treatment of drug addiction).
- i. solvent abuse.
- j. **you** being under the influence of alcohol or intoxicating liquor.
- k. **you** participating in a **hazardous adventure**.
- l. **your** pregnancy, childbirth, miscarriage, abortion or menopause.
- m. **pre-existing condition**.
- n. cosmetic surgery
- o. non-emergency medical check-ups.
- p. failure to obtain required vaccinations before departure.
- q. **illness** or disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental **illness**.
- r. motorcycling (as a rider or pillion).

4. Under each of Sections 4, 6, 7, 8 and 12 of Overseas Travel, the amount for which **we** shall not be liable for each claim is limited to twice the **Excess Amount** in the aggregate where one occurrence relates to two or more **family members** insured under this Policy.

5. Under Section 1 of Overseas Travel and Domestic Travel, if there is more than one **Insured Person** covered, our maximum aggregate liability in respect of all **Insured Persons** travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of RM10,000,000 or the aggregate amount of compensation payable in respect of such **Insured Persons**, whichever is the less.

6. Cyber Risk Clause (Applicable to Sections 7, 8, 9, 10, 11, 12 & 13 of Overseas Travel and Section 4 of Domestic Travel) (Information Technology Hazards Clarification Clause).

The indemnity expressed in this Policy shall not apply to liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the internet, extranet and/or via the **Insured Persons'** own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

7. Date Recognition Clause (Applicable to Sections 3 to 15 of Overseas Travel and Section 3 & 4 of Domestic Travel)

There is no insurance under this Policy in respect of any claim of whatsoever nature, which arises directly or indirectly from or consists of the failure or inability of any:

- a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, programme, computer, data processing equipment, telecommunication equipment or systems or any similar device.
- b. media or systems used in connection with any of the foregoing whether the property of the **Insured Person** or not, at any



time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or words to denote a date including without limitation, the failures or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data information, command, logic or instruction as a result of:

- i. recognising using or adopting any date, day of the week or period of time, otherwise than as or other than the true or correct date, day of the week or period of time.
- ii. operation of any command or logic, which has been programmed or incorporated into anything, referred to in (a) and (b) above.

## SCHEDULE OF BENEFITS

### OVERSEAS TRAVEL

Section	Benefits	Sum Insured/Limit RM
1	Personal Accident <ul style="list-style-type: none"> <li>▪ Death               <ul style="list-style-type: none"> <li>○ Adult</li> <li>○ Child</li> </ul> </li> <li>▪ Permanent Disablement               <ul style="list-style-type: none"> <li>○ Adult</li> <li>○ Child</li> </ul> </li> </ul>	1,000,000 250,000  1,000,000 500,000
2	Medical and Other Expenses <ul style="list-style-type: none"> <li>▪ Overall Limit for Medical Expenses</li> <li>▪ Compassionate Visit</li> <li>▪ Alternate Medicine **</li> <li>▪ Follow up treatment in Malaysia (within 45 days) **</li> </ul> ** subject to overall limit for medical expenses <ul style="list-style-type: none"> <li>▪ Hospital Income (RM250 per day)</li> </ul>	200,000 5,000 500 20,000      Up to RM15,000
3	Emergency Medical Evacuation & Repatriation <ul style="list-style-type: none"> <li>▪ Emergency Medical Evacuation</li> <li>▪ Emergency Medical Repatriation (sub-limit: RM3 million per event and subject to RM1million per person)</li> <li>▪ Repatriation of Mortal Remains (sub-limit RM500,000 per event)</li> </ul>	} 1,000,000
4	Loss or Damage to Luggage and Personal Effects (maximum) <ul style="list-style-type: none"> <li>▪ Single article, pair or set of articles</li> <li>▪ Notebook</li> </ul>	5,000 500 1,000
5	Luggage Delay <ul style="list-style-type: none"> <li>▪ Maximum</li> <li>▪ Every 6 hours</li> </ul>	800 200
6	Travel Documents	5,000
7	Travel Cancellation	15,000
8	Travel Curtailment	15,000
9	Travel Delay* <ul style="list-style-type: none"> <li>▪ Common Carrier – RM150 for each full 6 hours delay up to maximum</li> <li>▪ Chartered Flight – RM150 for each full 10 hours delay up to maximum</li> </ul>	3,150 900
10.	Missed Travel Connection – minimum six (6) hours *	} RM200 every 6 hours of delay up to RM600
11.	Travel Overbooked – every six (6) hours *	
12.	Missed Departure *	
13.	Travel Route – minimum six (6) hours*	
14.	Personal Liability	500,000
Note: * This insurance will only pay for one claim made either under Section 9, 10, 11, 12 or 13.		

**DOMESTIC TRAVEL**

<b>Section</b>	<b>Benefits</b>	<b>Sum Insured/Limit RM</b>
1.	Personal Accident <ul style="list-style-type: none"><li>▪ Death<ul style="list-style-type: none"><li>○ Adult</li><li>○ Child</li></ul></li><li>▪ Permanent Disablement<ul style="list-style-type: none"><li>○ Adult</li><li>○ Child</li></ul></li></ul>	200,000 20,000  200,000 200,000
2.	Medical and Other Expenses <ul style="list-style-type: none"><li>▪ Overall Limit for Medical Expenses</li><li>▪ Hospital Income (RM50 per day )</li></ul>	20,000 Up to RM1,000
3.	Loss or Damage to Luggage and Personal Effects (maximum)	200
4.	Travel Delay (Common Carrier) <ul style="list-style-type: none"><li>▪ Maximum</li><li>▪ Every 6 hours</li></ul>	600 100

## PRIVACY NOTICE

Dear Customers,

This privacy notice for personal data ("**Privacy Notice**") is issued to all customers of Generali Insurance Malaysia Berhad (which includes all its related and/or associated companies) ("**Company**", "**we**", "**us**" or "**our**"), pursuant to the statutory requirements of the Personal Data Protection Act 2010 ("**PDPA**").

During your course of dealings with us, we will collect and process your personal data for purposes, including, to communicate with you, provide products and/or services to you, administer and give effect to your commercial transactions with us, respond to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by us and selected third parties, identify you (including publishing your name and photograph) when you become a winner in a contest or competition and/or participate in any events/activities organized by us and other purposes required to operate and maintain our business as set out in our Privacy Policy (collectively referred to as "**Purposes**").

We will not disclose any of your personal data to any third party without your consent except to the Company's group of companies (including the Company's related and/or associated companies), our professional advisers, vendors, suppliers, agents, contractors, service providers, business partners, insurance companies, banks and/or financial institutions, within or outside Malaysia, where necessary, for the Purposes mentioned above, to any party who undertakes to keep your personal data confidential, to any person as set out in our Privacy Policy, or to whom we are compelled or required under the law to disclose to. A copy of our Privacy Policy is available on our website at <https://general.com.my>

It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this Privacy Notice, we will not be able to effectively provide products and/or services to you or process your personal data for any of the Purposes, if at all.

We are committed to ensuring that your personal data is stored securely. You have the right to request for access to, request for a copy of and request to update or correct, your personal data held by us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.

Your written requests or queries should be addressed to:	For data access requests, please direct your request to the following address:
Manager, Customer Service Department <b>Generali Insurance Malaysia Berhad</b> 8th Floor, Menara Multi-Purpose, Capital Square, 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur. Tel.: +603 2034 9888 Email: <a href="mailto:info@general.com.my">info@general.com.my</a>	Legal and Compliance Department <b>Generali Insurance Malaysia Berhad</b> 8th Floor, Menara Multi-Purpose, Capital Square, 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur. Tel.: +603 2034 9888 Email: <a href="mailto:lcd_pdpa@general.com.my">lcd_pdpa@general.com.my</a>

By providing your personal data to us, you consent to us processing your personal data in accordance with this Privacy Notice, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), directors, shareholders, employees, representatives, agents (if you are a corporate entity/an organization) and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

In respect of minors (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

We reserve the right to update and amend this Privacy Notice or our Privacy Policy from time to time. We will notify you of any amendments to this Privacy Notice or our Privacy Policy via announcements on our website or other appropriate means. If we amend this Privacy Notice or our Privacy Policy, the amendment will only apply to personal data collected after we have posted the revised Privacy Notice or Privacy Policy.

In accordance with Section 7(3) of the PDPA, this Privacy Notice is issued in both English and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and the Bahasa Malaysia version, the English version shall prevail.

## NOTIS PRIVASI

Kepada Pelanggan-Pelanggan,

Notis privasi untuk data peribadi ini ("**Notis Privasi**") diberikan kepada semua pelanggan Generali Insurance Malaysia Berhad (termasuk semua syarikat berkaitan dan/atau syarikat bersekutu) ("**Syarikat**", "**kita**" atau "**kami**"), selaras dengan obligasi statutori di bawah Akta Perlindungan Data Peribadi 2010 ("**PDPA**").

Sepanjang masa urusan anda dengan kami, kami akan mengumpul dan memproses data peribadi anda untuk tujuan berkomunikasi dengan anda, memberi produk dan/atau perkhidmatan kepada anda, mentadbir dan memberi kesan kepada transaksi komersial anda dengan kami, memberi maklum balas terhadap pertanyaan atau aduan anda, memberi anda maklumat terkini mengenai produk, perkhidmatan dan/atau promosi yang ditawarkan oleh kami dan pihak ketiga yang terpilih, mengenal pasti anda (termasuk menyiarkan nama dan gambar anda) sekiranya anda menang dalam peraduan atau pertandingan dan/atau semasa anda menyertai acara/aktiviti yang dianjurkan oleh kami, serta tujuan-tujuan lain yang kami perlukan untuk mengendalikan dan mengekalkan perniagaan kami sepertimana yang tertera dalam Polisi Privasi kami (secara kolektifnya dirujuk sebagai "**Tujuan-Tujuan**").

Kami tidak akan mendedahkan apa-apa data peribadi anda kepada mana-mana pihak ketiga tanpa kebenaran anda kecuali kepada syarikat-syarikat di dalam kumpulan Syarikat (termasuk syarikat berkaitan dan/atau syarikat bersekutu kami), penasihat profesional, ejen, vendor, pembekal, kontraktor, pembekal perkhidmatan, rakan kongsi perniagaan, syarikat insurans, bank dan/atau institusi kewangan, di dalam atau di luar Malaysia, jikalau perlu, bagi Tujuan-Tujuan yang disebut di atas, kepada mana-mana pihak yang berjanji untuk menyimpan data peribadi anda secara sulit, kepada mana-mana pihak sepertimana yang tertera dalam Polisi Privasi kami, atau sekiranya diperlukan di bawah undang-undang. Sesalinan Polisi Privasi kami boleh didapati di laman web kami di <https://general.com.my>

Kami perlu mengumpul dan menyimpan data peribadi anda. Sekiranya anda tidak memberikan data peribadi anda kepada kami, atau tidak bersetuju dengan Notis Privasi ini, kami mungkin tidak dapat memberikan produk dan/atau perkhidmatan secara efektif kepada anda atau memproses data peribadi anda bagi Tujuan-Tujuan yang disebut di atas.

Kami akan memastikan data peribadi anda disimpan dengan selamat. Anda mempunyai hak untuk meminta akses kepada, mendapat salinan, mengemaskini atau memperbetulkan data peribadi anda yang disimpan oleh kami. Anda juga mempunyai hak untuk meminta kami menghadkan pemrosesan dan penggunaan data peribadi anda pada bila-bila masa (contohnya, meminta kami berhenti menghantar iklan atau promosi kepada anda untuk tujuan pemasaran). Walaubagaimanapun, kami mempunyai hak untuk bergantung kepada mana-mana pengecualian dalam mengumpul, mengguna dan mendedah data peribadi anda.

Permintaan atau pertanyaan bertulis anda perlu disampaikan ke alamat di bawah:	Permintaan berkenaan akses data peribadi anda perlu disampaikan ke alamat di bawah:
Pengurus, Jabatan Khidmat Pelanggan <b>Generali Insurance Malaysia Berhad</b> 8th Floor, Menara Multi-Purpose, Capital Square, 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur. Tel.: +603 2034 9888 Emel: info@general.com.my	Jabatan Perundangan dan Pematuhan <b>Generali Insurance Malaysia Berhad</b> 8th Floor, Menara Multi-Purpose, Capital Square, 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur. Tel.: +603 2034 9888 Emel: lcd_pdpa@general.com.my

Dengan memberikan data peribadi anda kepada kami, anda bersetuju untuk kami memproses data peribadi anda sepertimana yang tertera dalam Notis Privasi ini, dan anda mengesahkan bahawa semua data peribadi yang diberikan oleh anda adalah betul dan lengkap, dan tiada data peribadi yang mengelirukan atau yang belum dikemaskinikan. Anda mesti, dengan segera, mengemaskini data peribadi anda sekiranya terdapat apa-apa perubahan kepada data peribadi yang anda beri kepada kami.

Setakat mana yang anda telah memberikan (atau akan memberikan) data peribadi tentang ahli keluarga, pasangan, tanggungan anda (jikalau anda ialah seorang individu), pengarah, pemegang saham, wakil, ejen (jikalau anda ialah sebuah entiti korporat/organisasi) dan/atau individu lain, anda mengesahkan bahawa anda telah menjelaskan (atau akan menjelaskan) kepada mereka bahawa data peribadi mereka akan didedahkan kepada, dan akan diproses oleh, kami dan anda menyata dan menjamin bahawa anda telah diberi kuasa untuk mendedahkan data peribadi mereka kepada kami dan anda telah memperolehi persetujuan daripada mereka berkenaan dengan pemrosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Berkenaan dengan individu yang belum mencapai usia dewasa (iaitu individu di bawah umur 18 tahun) atau individu yang tidak mempunyai kompeten untuk memberi persetujuan, anda mengesahkan bahawa anda ialah ibu bapa atau penjaga atau orang yang mempunyai kewajipan terhadap mereka atau orang yang dilantik oleh mahkamah untuk menguruskan urusan mereka atau mereka telah melantik anda untuk mewakili mereka, untuk memberi persetujuan bagi pihak mereka berkenaan dengan pemrosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa. Sebarang perubahan atau pemindahan kepada Notis Privasi ini atau Polisi Privasi kami akan dimaklumkan melalui pengumuman di laman web kami atau melalui cara yang bersesuaian. Jika kami meminda Notis Privasi ini atau Polisi Privasi kami, pindaan itu hanya akan berkuat-kuasa untuk data peribadi yang dikumpul selepas kami memaparkan Notis Privasi atau Polisi Privasi kami yang terpinda.

Mengikut Seksyen 7(3) PDPA, Notis Privasi ini diterbitkan dalam Bahasa Inggeris dan Bahasa Malaysia. Sekiranya terdapat sebarang ketidakseragaman atau percanggahan di antara versi Bahasa Inggeris dan Bahasa Malaysia, versi Bahasa Inggeris akan digunapakai. akan digunapakai.