



# Policy SOMPO TravelSafe

The benefits payable under eligible policy are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit <u>www.pidm.gov.my</u>).

Berjaya Sompo Insurance Berhad Registration No. 198001008821 (62605-U) Level 36, Menara Bangkok Bank, 105, Jalan Ampang, 50450 Kuala Lumpur. Toll Free: 1-800-889-933 Tel.: 03-2170 7300 E-mail: customer@bsompo.com.my Website: www.berjayasompo.com.my

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(STS0424)

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# **IMPORTANT NOTICE**

This is **Your SOMPO TravelSafe Policy**. **You** should satisfy yourself that this **Policy** will best serve **Your** needs. **You** should read and understand the **Policy** terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this **Policy**. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

You must fully observe and fulfill this **Policy**'s terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy**.

To help preserve the environment, **We** will send a printed copy of this **Policy** Wording once only. Please keep this **Policy** wording safely. In case of renewal and/or amendment of **Your Policy**, **We** will send **You** the **Policy Schedule** and/or **Endorsement** only. If at any time **You** require a copy of the **Policy** Wording, please download a copy from <u>www.berjayasompo.com.my</u>.

If You have any complaints relating to this Policy, please contact:

# **COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE**

Berjaya Sompo Insurance Berhad Registration No. 198001008821 (62605-U) Level 36, Menara Bangkok Bank 105 Jalan Ampang 50450 Kuala Lumpur Tel. : 03-2170 7300 Toll Free : 1-800-889-933 Fax : 03-2170 4800 E-mail : customer@bsompo.com.my

If You are not happy with Our response, You may opt to contact either:

#### OMBUDSMAN FOR FINANCIAL SERVICES Level 14, Main Block

Menara Takaful Malaysia 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel. : 03-2272 2811 Fax : 03-2272 1577 E-mail : enquiry@ofs.org.my Website : www.ofs.org.my LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK) BNMLINK Bank Negara Malaysia P.O. Box 10922, 50929 Kuala Lumpur Tel : 1-300-88-5465 /03-2174 1717 (Overseas) Fax : 03-2174 1515 eLINK : https://bnmlink.bnm.gov.my/

# OUR AGREEMENT

This Policy, the **Policy Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the terms and conditions of the insurance contract as agreed between **You** and **Us** and are issued in consideration of the payment of premium specified in the **Policy Schedule** and pursuant to the answers given when **You** applied for this Policy and any other disclosures made by **You** between the time **You** applied for this Policy and the time this insurance contract is entered into.

# DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation i.e. You should answer all questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of Your insurance contract, refusal or reduction of Your claim(s), change of terms or termination of Your insurance contract. In the event of any pre-contractual misrepresentations by You in relation to Your answers and disclosures, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

You have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given when **You** applied for this insurance is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

#### DEFINITIONS

Some words and expressions in this Policy have been printed in **bold** because they have been given specific meaning as follows:

#### Accident

A sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **Injury**.

#### **COVID-19 Diagnostic Test**

#### Antigen Rapid Test Kit (RTK-Ag)

Professionally administered test for COVID-19 and is a rapid diagnostic test that analyzes **Your** upper respiratory specimen, looking for specific protein from the virus that directly detects the presence or absence of an antigen of the SARS-CoV-2 virus that causes COVID-19. A positive test means that **You** likely have COVID-19 whilst a negative test means **You** probably did not have COVID-19 at the time of the test.

#### Polymerase Chain Reaction (PCR)

Professionally administered test for COVID-19 and is a molecular test that analyzes **Your** upper respiratory specimen, looking for genetic material (ribonucleic acid or RNA) of the SARSCoV- 2, virus that causes COVID-19. A positive test means **You** likely have COVID-19. A negative test means **You** probably did not have COVID-19 at the time of the test.

#### COVID-19

An infectious disease resulting in severe acute respiratory syndrome caused by the (SARS-CoV-2) virus.

#### **Child/ Children**

Your legal unemployed and unmarried child aged between 30 days and 18 years (both ages inclusive) or up to 23 years if studying full time at any educational or learning institution.

#### **Designated Facility**

A facility that the local government has authorised to provide quarantine services to those diagnosed with COVID-19.

#### **Domestic Travel**

Travel undertaken by You during the Period of Insurance for the purpose of leisure and/or business travel:

- a) within Malaysia;
- b) beyond 50 kilometres from Your home; and
- c) excludes any daily commute to and from Your place of work.

# Endorsement

A written alteration to the information, terms, conditions and warranties of this Policy.

# Extreme Sports and Activities

Any activity that may be highly dangerous (i.e. involves a high level of expertise, extreme physical activity, highly specialized gear or stunts) including but not limited to:

- a) Any speed contest or racing other than on foot;
- b) Mountaineering (reasonably requiring the use of ropes and guides), rock climbing, indoor climbing, abseiling or caving;
- c) Hiking or trekking in remote areas unless with licensed guides;
- d) Any activity involving **You** being airborne (whether suspended or not) including but not limited to parachuting, hot air balloon rides, hang gliding, sky diving or high diving, or flying except as a fare paying passenger in a **Scheduled Carrier**;
- e) Any underwater activities involving the use of underwater breathing apparatus or water-ski jumping;
- f) Soccer, rugby or American football; or
- g) Motocross, Freestyle motocross or any forms of off-road motorcycling.

# Family

Your legal husband/wife and any number of Child/Children named as Person(s) Insured in the Policy Schedule.

# **Fully Vaccinated**

The administration of complete doses of the **COVID-19** vaccine(s) as recommended, prescribed and approved by the Ministry of Health, Malaysia (MOH) or World Health Organisation (WHO) on the date **You** purchase this Policy.

# **Geographical Areas**

- a) Area 1 Australia, Brunei, Cambodia, China (excluding Tibet and Mongolia), Hong Kong, India, Indonesia, Japan, South Korea, Laos, Macau, Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, and Vietnam.
- b) Area 2 -Worldwide excluding USA, Canada and Malaysia.
- c) Area 3 Worldwide excluding Malaysia.

# Hijack/ Hijacking

Unlawful seizure and control of a Scheduled Carrier by violent or threat of violent means.

#### Illness

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

#### **Immediate Family Member**

Your legal spouse at the commencement of the Policy, child/children, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent- in-law, grandchild, brother-in-law, sister-in-law or sibling who are residing in Malaysia.

#### **Infectious Disease**

A disease that can be transmitted easily as stipulated by the applicable health authority in the geographical area of loss.

#### Injury

A bodily injury caused solely by Accident.

#### **Medical Practitioner**

A medical practitioner qualified, registered and licensed to practice western medicine, by the appropriate health authority/medical council/professional body and who, in rendering such treatment, is practicing within the area and scope of his licensing and training of medical practice, provided that the **Medical Practitioner** is not **You**, and/or **Your Immediate Family Member**.

#### **Mountain Sickness**

Acute Mountain Sickness (AMS), altitude illness, hypobaropathy or soroche, caused by rapid exposure to low amounts of oxygen at high elevation.

#### **Overseas Travel**

Travel for leisure or business purposes to any destination outside of Malaysia.

# Period of Insurance

Duration of cover as stated in the **Policy Schedule**.

# **Policy Schedule**

A document where **Your** personal information, **Period of Insurance**, coverage type, Plan, Date of Issue, benefits, premium and sum insured are specified.

#### **Public Transport**

Transport services such as a licensed bus, taxi, or other legal, licensed and scheduled ride-hailing services available to farepaying passengers at recognized public stops/stations, and which services are not obtained on a private arrangement basis, including without limitation, transportation that are privately arranged, chartered or arranged as part of a tour, even if the services are scheduled.

# **Pre-Existing Illness**

Any physical or mental defect or infirmity, disease or **Illness** arising out of a single or continuous series of causes existing 12 months before the **Period of Insurance** of which **You** were aware or had reasonable knowledge of. Reasonable knowledge of a pre-existing illness is deemed if: -

- a) You received or are still receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended and/or received;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

# Quarantine

Compulsory detention in isolation to stop the spread of an Infectious Disease.

# **Scheduled Carrier**

Any form of air, land or water transportation provided and operated by a licensed carrier duly authorised to provide transportation services to fare-paying passengers, operating only on fixed and established routes as part of a scheduled regular transportation service, and includes aircrafts operated by an Airline and excludes any **Public Transport**.

# Serious Injury/ Serious Illness

An Injury or Illness which is certified by a Medical Practitioner as serious and requires treatment in a hospital, resulting in You being certified as unfit to continue with Your Trip. When applied to Your Immediate Family Member, it shall mean Injury or Illness certified by a Medical Practitioner as serious and requiring treatment in a hospital, resulting in the discontinuation or cancellation of Your Trip.

# **Travel Agent**

A person or corporation with a valid license and registered in Malaysia with relevant authorities.

# **Travelling Companion**

A person who has reservation or confirmation of travel to accompany You on the same Trip.

# Trip

The return journey commencing from the time **You** leave **Your** home or place of work or any other elected destination in Malaysia (whichever is later) until the time **You** return, and ceases on whichever of the following occurs first:

- a) The end of the Period of Insurance specified in the Policy Schedule;
- b) Your arrival at Your home or place of work (whichever is the earlier) in Malaysia; or
- c) 24 hours after Your arrival in Malaysia (not applicable for Domestic Travel).

The duration for each **Trip** shall not exceed 120 consecutive days from the commencement date of the **Trip**. For one-way travel, cover will cease 72 hours from the scheduled time of arrival at the final destination and stop overs shall not exceed 30 days.

#### Valuables

Personal items of high value including but not limited to antiques, works of art, items made of precious metals or precious stones, including precious and semi-precious gems, jewellery, watches or furs.

# We/Our/Us

Berjaya Sompo Insurance Berhad.

#### You/Your/Person Insured

Each person named in the **Policy Schedule**, who is between 30 days and below 80 years of age during the **Trip** and a Malaysian citizen, permanent resident, or a holder of a valid work permit or employment pass (of which **Your** place of employment must be in Malaysia during the **Period of Insurance**), dependent pass, student pass or long term social visit pass not including travel visa (that is issued by the relevant governmental authority in Malaysia) with full rights to enter into and return to Malaysia.

# WHAT WE WILL COVER

We will pay You for any loss and/or damage up to the amount stated in the Policy Schedule while on a Trip subject to the conditions, exclusions and limitations of this Policy.

Payment of benefits for Family plan will be subject to the Family limit specified in the Schedule of Benefits.

It is a fundamental and absolute condition of this Policy that the premium due must be paid and received by **Us** before the cover commences.

# Schedule of Benefits:

		LIMIT PER PERSON/	SUM INSURED (RM)			
	BENEFITS		OVERSEAS TRAVEL			DOMESTIC
		PER EVENT	ELITE A	ELITE B	ELITE C	TRAVEL
1	MEDICAL & OTHER EXPENSES				1	•
1.1	Medical, Hospital & Other Expenses	Up to 70 years Above 70 years Per Family	500,000 150,000 1,500,000	300,000 100,000 900,000	150,000 75,000 450,000	25,000 12,500 75,000
1.2	Alternative Medicine*	Per Individual Per Family	1,000 2,000	1,000 2,000	N/A	500 1,000
1.3	Compassionate Visitation Care (due to Your hospitalisation) *	Per Individual Per Family	7,500 22,500	7,500 22,500	5,000 15,000	N/A
1.4	Compassionate Visitation Benefit (due to Your death) *	Per Individual Per Family	7,500 22,500	7,500 22,500	5,000 15,000	N/A
1.5	<b>Medical Treatment in Malaysia</b> * Follow-up treatment within 60 days upon return to Malaysia.	Up to 70 years Above 70 years Per Family	10,000 5,000 30,000	10,000 5,000 30,000	10,000 5,000 30,000	N/A
1.6	Child Care Benefit*	Per Individual Per Family	5,000 15,000	5,000 15,000	N/A	N/A
1.7	Hospital Allowance*	Per Day Per Individual Per Family	250 10,000 30,000	250 10,000 30,000	N/A	150 1,500 4,500
1.8	Overseas Quarantine Allowance Due to COVID-19* Quarantine at a Designated Facility overseas.	Per Individual Per Family	2,000 4,000	2,000 4,000	1,000 2,000	N/A
	ject to maximum limit payable for item 1.1					
2.	PERSONAL ACCIDENT			[	1	
2.1	Personal Accident a) Accidental Death - Family Plan - Family Plan - Individual Plan	Per Adult Per Child Per Individual	250,000 62,500 250,000	200,000 50,000 200,000	100,000 25,000 100,000	100,000 25,000 100,000
	b) Permanent Total Disablement	Per Individual	250,000	200,000	100,000	100,000
	<ul> <li>c) Loss of sight of one or both eyes and/or loss of one or more limbs</li> </ul>	Per Individual	250,000	200,000	100,000	100,000
	Maximum per family for item 2.1	Per Family	750,000	600,000	300,000	300,000
3.	3. EMERGENCY MEDICAL EVACUATION & REPATRIATION					
3.1	Emergency Medical Evacuation/ Repatriation	Per Individual	250,000	250,000	250,000	N/A
3.2	Repatriation of Mortal Remains	Per Individual	250,000	250,000	250,000	N/A
Maxi	mum limit payable for item 3.1 and 3.2	Above 70 years	150,000	150,000	150,000	N/A

BENEFITS		LIMIT PER PERSON/	SUM INSURED (RM)			
			OVERSEAS TRAVEL			DOMESTIC
		PER EVENT	ELITE A	ELITE B	ELITE C	TRAVEL
4.	4. TRAVEL INCONVENIENCES & OTHER TRAVEL RELATED BENEFITS					
4.1	Loss of Baggage and Personal Effects	Per Individual Per Family	5,000 15,000	5,000 15,000	N/A	1,000 3,000
4.2	Baggage Delay RM200.00 for every 6 full consecutive hours delay	Per Individual Per Family	800 2,400	800 2,400	N/A	400 1,200
4.3	Personal Money & Documents	Per Individual Per Family	5,000 15,000	5,000 15,000	N/A	N/A
4.4	Travel Delay RM200.00 for every 6 full consecutive hours delay	Per Individual Per Family	3,000 6,000	3,000 6,000	N/A	400 1,200
4.5	Travel Re-Route	Per Individual Per Family	200 600	200 600	N/A	N/A
4.6	Loss of Deposit or Cancellation	Per Individual Per Family	15,000 45,000	15,000 45,000	N/A	1,000 3,000
4.7	Travel Curtailment	Per Individual Per Family	15,000 45,000	15,000 45,000	N/A	N/A
4.8	<b>Travel Overbooked</b> <i>RM200.00</i> for every 6 full consecutive hours for overbooked common air carrier and no alternative transportation is made available.	Per Individual Per Family	1,000 3,000	1,000 3,000	N/A	N/A
4.9	<b>Travel Misconnection</b> <i>RM200.00 if no alternative transportation</i> <i>available within 4 hours of the actual</i> <i>arrival time.</i>	Per Individual Per Family	200 600	200 600	N/A	N/A
4.10	Hijacking Inconvenience RM1,000.00 for every 24 full consecutive hours of hijack.	Per Individual Per Family	8,000 24,000	8,000 24,000	N/A	N/A
4.11	Missed Departure	Per Individual Per Family	1,000 3,000	1,000 3,000	N/A	N/A
4.12	Loss of Deposit or Full Payment due to Insolvency of Airlines	Per Individual Per Family	5,000 15,000	5,000 15,000	N/A	5,000 15,000
4.13	Personal Liability	Per Individual Per Family	1,000,000 3,000,000	1,000,000 3,000,000	N/A	N/A

# Automatic Extension of Coverage

In the event of delay beyond **Your** control during **Your Trip** on a **Scheduled Carrier** as a result of **Your Serious Injury/ Serious Illness** or unavoidable delay of the **Scheduled Carrier** and the return journey cannot be completed within the **Period of Insurance**, cover shall be automatically extended for up to 30 days without additional premium or such other period as is reasonably necessary for completion of the journey, provided that either event is admissible in the first instance and **You** have evidence explaining the delay.

# **BENEFIT 1 - MEDICAL & OTHER EXPENSES**

# For Overseas Travel

We will reimburse You for the necessary expenses incurred as a direct result of Injury or Illness (including COVID-19) sustained by You during the Period of Insurance.

#### For Domestic Travel,

We will reimburse You for the necessary expenses incurred as a direct result of Injury or COVID-19 sustained by You during the Period of Insurance.

# Benefit 1.1 - Medical, Hospital & Other Expenses

We will reimburse for necessary and reasonable fees, charges or expenses for:

- a) Medical, surgical, hospital, nursing home or nursing services and emergency ambulance 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 (excluding replacement of dentures and crowns).

#### **Benefit 1.2 - Alternative Medicine**

If You suffer from an **Injury** as a result of an **Accident** during the **Trip** and seek alternative medicine, **We** will reimburse the expenses incurred for such treatment. Alternative medicine shall mean treatment from a registered traditional medicine practitioner, osteopath, physiotherapist and/or a chiropractor provided treatment is sought from a **Medical Practitioner** in the first instance.

#### Benefit 1.3 - Compassionate Visitation Care (due to Your hospitalisation)

We will reimburse for reasonable additional accommodation and travelling expenses (limited to a round trip economy class air ticket) incurred by a relative or friend required to care for **You** on the medical advice of the treating **Medical Practitioner**.

#### Benefit 1.4 - Compassionate Visitation Benefit (due to Your death)

We will reimburse Your legal representative for reasonable travel and hotel accommodation expenses incurred by a relative or friend to assist in the burial or cremation arrangements in the locality of Your death due to an Accident or Illness whilst on the Trip and no adult member of Your family was with You.

**IMPORTANT**: Only Benefit 1.3 or 1.4 is payable for any one event.

#### **Benefit 1.5 - Medical Treatment in Malaysia**

We will reimburse for Follow-Up Treatment expenses incurred for a maximum period of 60 days following Your return to Malaysia from Your Trip.

"Follow-Up Treatment" shall mean any continuing medical treatment, check-ups or physical exams in Malaysia which are medically necessary for full recovery, after being discharged from hospital or after the main treatment of any **Injury** or **Illness** which occurred during **Overseas Travel.** 

#### **Benefit 1.6 - Child Care Benefit**

We will reimburse for reasonable additional accommodation, communication, round trip economy class air ticket, meals and travel expenses incurred at the place of loss by one **Immediate Family Member** to take care of **Your** children aged below 18 years as a result of **Your** hospitalisation and/or to accompany **Your** said children back to Malaysia.

#### Benefit 1.7 – Hospital Allowance

We will pay You for each full day of Your confinement to hospital as an in-patient during the Trip, in addition to the fees, charges or expenses payable under Benefit 1.

#### Benefit 1.8 – Overseas Quarantine Allowance Due to COVID-19

We will pay **You** if **You** are diagnosed and tested positive with **COVID-19** whilst on **Overseas Travel** and are required to observe mandatory **Quarantine** by any government or relevant health authorities. This benefit is only payable once per **Trip**.

# Exclusion applicable to Benefit 1.8

We will not pay for Benefit 1.8:

- 1. If the Quarantine period is not within the Period of Insurance.
- 2. If **Quarantine** orders are mandated by the government for all travellers arriving into the destination country and **You** are not tested positive for **COVID-19**.
- 3. If You are tested positive for COVID-19 other than via a PCR / RTK-Ag test.
- 4. If Quarantine is not at a Designated Facility.
- 5. If Your PCR/ RTK-Ag test was not done by a Medical Practitioner or lab technician.

**IMPORTANT**: Only Benefit 1.7 or 1.8 is payable for any one event.

For Domestic Travel, Benefits 1.1, 1.2 and 1.7 due to COVID-19 is only applicable for Trip by scheduled air carrier.

#### Exclusion applicable to Benefit 1

We will not pay for any Illness:

- 1. Sustained during Domestic Travel except due to COVID-19.
- 2. due to **Infectious Disease** excluding **COVID-19**, which is declared or notified as an epidemic by the applicable health authority in the covered destination or a pandemic by the WHO until such declaration or notification is lifted by the WHO or applicable health authority in the covered destination.
- 3. due to COVID-19 if You are not Fully Vaccinated.
- 4. due to **Your** failure to fulfil all the requirements which have been set by the government of Malaysia and the destination country before and during the **Trip**.

# 5. If Your PCR/ RTK-Ag test was not done by a Medical Practitioner or lab technician.

# **BENEFIT 2 - PERSONAL ACCIDENT**

We will pay You or Your legal representative upon Your death or Injury caused solely and directly by Accident.

#### **Benefit 2.1 - Personal Accident**

- a) Death;
- b) Total and permanent loss of sight in one or both eyes;
- c) Total loss by physical severance or total and permanent loss of use of one or both limbs; or
- d) Permanent and total inability to engage in any lawful occupation.

Scale of Compensation	Principal Sum Insured (%)
Death	100
Permanent and Total Inability to engage in any lawful occupation	100
<ul> <li>Loss of sight of one or both eyes and/or Loss of one or more limbs</li> <li>a) Loss of sight shall mean total and irrecoverable loss of sight.</li> <li>b) Loss of limb shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.</li> </ul>	100

The maximum amount payable for Benefit 2.1 for death or, one or more Injury shall not exceed 100%.

# **BENEFIT 3 - EMERGENCY MEDICAL EVACUATION & REPATRIATION**

#### **Benefit 3.1 - Emergency Medical Evacuation/ Repatriation**

We will pay for air or surface transportation, medical care during such transportation, communications and all usual ancillary charges incurred in moving You with Serious Injury/Serious Illness causing life threatening medical emergencies such as Your death or serious impairment to Your health, requiring Your immediate evacuation to obtain urgent medical treatment in the nearest hospital where appropriate medical care is available, not necessarily to Malaysia, as advised and approved by Our authorised service provider.

In the event **You** are hospitalised while **Overseas Travel** and it is medically necessary to bring **You** back to Malaysia to continue treatment, **Our** authorised service provider will provide the emergency medical repatriation services based on the advice of the treating **Medical Practitioner**. We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost for 1 qualified medical attendant accompanying **You**.

You must contact **Our** SOMPO TravelSafe Hotline at 603-7628 3860 as soon as possible to obtain approval in advance of any evacuation and to make the necessary transportation arrangements or **Your** claim for such costs will be rejected.

Our authorised service provider will provide emergency medical evacuation and/or repatriation to You.

#### **Benefit 3.2 - Repatriation of Mortal Remains**

We will pay for the necessary cost of transporting Your mortal remains to Malaysia in the event of Your death due to Accident or Illness during the Trip.

# Exclusion applicable to Benefit 3

We will not pay for Benefit 3 arising directly or indirectly from:

- 1) Mountain Sickness;
- 2) Infectious Disease excluding COVID-19, which is declared or notified as an epidemic by the applicable health authority in the covered destination or a pandemic by the WHO until such declaration or notification is lifted by the WHO or applicable health authority in the covered destination.
- 3) Any circumstances regarding COVID-19 if You are not Fully Vaccinated
- 4) Your failure to fulfil all the requirements which have been set by the government of Malaysia and the destination country before and during the **Trip**.
- 5) If Your PCR/ RTK-Ag test was not done by a Medical Practitioner or lab technician.

# **BENEFIT 4 - TRAVEL INCONVENIENCES & OTHER TRAVEL RELATED BENEFITS**

#### **Benefit 4.1 - Loss of Baggage and Personal Effects**

We will reimburse You for the loss or damage of or costs of repair to Your baggage and personal effects while on a Trip due to theft, attempted theft, robbery, attempted robbery, or negligence of the Scheduled Carrier.

The baggage and personal effect must be:-

- 1. brought and owned by You;
- 2. purchased by You during the Trip (including clothing and personal effects worn or carried by You); or
- 3. with You on the Trip.

For loss or damage caused by theft during the **Trip**, a report must be made within 24 hours of the theft at the nearest police station or relevant authorities within the jurisdiction where the theft took place and a copy of the said report must be submitted to **Us** to support a claim.

For loss or damage of items, proof of **Your** purchase such as, but not limited to, receipts, bank statements or credit card statements, must be submitted to **Us** to support a claim. If no such proof is submitted, **We** may at **Our** sole discretion decline a claim or accept it at a reduced value or less any compensation paid either by the **Scheduled Carrier** or other sources.

#### **Exclusions applicable to Section 4.1**

We will not pay for claims in respect of the following:

- 1. Loss or damage exceeding:
- a) RM500.00 in respect of every single article, pair or set of articles other than notebook computer;
- b) the proportionate part of the value of an article belonging to a pair or set;
- c) RM1,000.00 in respect of notebook computer;
- d) RM2,000.00 in total for Valuables.
- 2. Loss of or damage to:
- a) animals;
- b) live or ornamental plants, seeds of the plants or any of its derivatives;
- c) bonds, stamps, identity documents, credit and payment cards, travel document, cash, stocks, negotiable instruments and securities or documents of any kind;
- d) contact or corneal lenses, glasses, china marble, earthenware, tortoise shells, bulbs or valves, hearing aids, prosthetic limbs, artificial teeth or dental bridges or dentures;
- e) cosmetics of any kind;
- f) accessories of any kind including fashion accessory;
- g) information or data stored in tapes, cards, discs, or other storage medium;
- h) traditional herbs, perishable and consumable goods or bottles or any subsequent damages caused as a result thereof;
- *i)* pedal cycles, wheelchairs, prams, pushchairs or baby buggies other than while they are being conveyed by public transport services and carrier;
- *i)* property more specifically insured elsewhere;
- k) Valuables unless at all times they are attended by You or deposited in a hotel safe or hotel safety box;
- I) fragile articles, musical instruments, sculptures and household goods;
- m) handphones, pagers, portable computer equipment (other than notebook computer); including personal digital assistant and its accessories;
- n) any item that is loaned, rented or hired;
- o) baggage that is sent in advance, mailed or shipped separately;
- p) contraband or illegal goods.
- 3. Loss or damage due to atmospheric or climatic conditions, wear and tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice;
- 4. Loss or damage to luggage not kept in Your travel accommodation unless it is at all times attended by You;
- 5. Loss or theft of **Your** personal effects left unattended in a public place or unattended vehicle unless stored completely out of view in the trunk of the vehicle, the vehicle is fully locked with all windows shut at the time of the incident and there is visible proof of forced entry;
- 6. Loss or damage due to Your negligence;
- 7. Unexplained and mysterious disappearance;
- 8. Losses not reported to the authorities within 24 hours of discovery.

#### Benefit 4.2 - Baggage Delay

We will pay You RM200.00 for every 6 complete hours that Your checked-in baggage is delayed, misdirected or temporarily misplaced by the Scheduled Carrier.

The period of delay shall be calculated from the time of Your arrival at the scheduled destination until the time You received Your baggage.

# **Exclusions applicable to Section 4.2**

We will not pay for claims in respect of:

1. Baggage delay not reported immediately upon discovery to the Scheduled Carrier;

- 2. Baggage legally delayed, held or confiscated by customs or other officials;
- 3. Baggage delay on Your return journey;
- 4. Your failure to obtain a written confirmation from the operator of Scheduled Carrier on the baggage delivery time.

# **IMPORTANT**: Only Benefit 4.1 or 4.2 is payable for any one event.

#### **Benefit 4.3 - Personal Money and Documents**

We will reimburse for:

- 1. The loss of:
  - a) Travel documents and
  - b) Money (cash, travellers cheques or banknotes) belonging to **You** of up to RM800.00. Money must be kept with **You** or in a hotel safe;

which are in **Your** possession or kept in a hotel safe, arising out of robbery, burglary or theft whilst on the **Trip**. Such losses detailing the circumstances and list of items stolen must be reported to the local police at the place of loss within 24 hours after the incident.

2. Any additional travel and accommodation expenses incurred to obtain replacement passports, travel tickets and/or other relevant travel documents.

# **Exclusions applicable to Section 4.3**

We will not pay for claims in respect of loss, damage or theft:

- 1. arising from delay, confiscation or detention by customs, police or other officials;
- whilst in the custody of the Scheduled Carrier unless reported immediately on discovery and in the case of an airline, a Property Irregularity Report is obtained from the said airline. A claim must be made against the Scheduled Carriers or other relevant authorities;
- 3. not reported to the police within 24 hours at the place of loss;
- 4. of **Your** money and documents left unattended in a public place or unattended vehicle or as a result of **Your** failure to take due care for the safety and security of such money and documents;
- 5. to Your money and documents otherwise reimbursed by a common carrier or a hotel.

# Benefit 4.4 - Travel Delay

- 1. If the departure time of the **Scheduled Carrier** is different from the time specified in the itinerary supplied to **You**, **We** will pay **You** RM200.00 for each consecutive 6 hours of delay.
- 2. If any part of the Trip is cancelled due to the delay, but You continue with the rest of the Trip, We will reimburse You for irrecoverable deposits or charges paid in advance or contracted to be paid for the cancelled part of the Trip. The number of hours delayed must be verified in writing by the Scheduled Carrier or their handling agent(s). If You are entitled to a refund from the Scheduled Carrier, We will only be liable for the losses not recovered.

#### Exclusions applicable to Section 4.4

We will not pay for claims arising directly or indirectly from:

- 1. Your failure to check- in according to the itinerary supplied to You;
- 2. Your failure to obtain a written confirmation from the Scheduled Carrier or their handling agents on the number of hours of delay;
- 3. Strike, riot or industrial action publicly known to be existing on the date You purchased this Policy;
- 4. Your late arrival at the Scheduled Carrier's gate/point of departure (except for the late arrival of the Scheduled Carrier due to strike or industry action);
- 5. Rescheduled or cancelled flights by the Scheduled Carrier which was notified to You at least 24 hours before the Trip;
- 6. Additional expenses incurred, if any part of Your planned Trip is cancelled, deferred or postponed.

# Benefit 4.5 - Travel Re-Route

We will pay You RM200.00 if the Scheduled Carrier departed on time but arrival at destination is delayed by at least 6 hours from the time specified in the itinerary supplied to You, due to strike or industrial action, adverse weather conditions or mechanical breakdown.

# **Exclusions applicable to Section 4.5**

We will not pay for claims arising directly or indirectly from:

- 1. The **Scheduled Carrier** which **You** have arranged to travel is cancelled or delayed in departure and causing the delay in arrival to your scheduled destination;
- 2. Your failure to obtain a written confirmation from the Scheduled Carrier or their handling agents on the number of hours of delay and the reason for such delay;
- 3. Strike or industrial action publicly known to be existing on the date You purchased this Policy.

# Benefit 4.6 - Loss of Deposit or Cancellation

1. Cancellation

We will reimburse for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for Your Trip in the event of necessary and unavoidable cancellation as a result of:

a) Your death, Serious Injury/Serious Illness or the death, Serious Injury/Serious Illness of Your Immediate Family

Member within 60 days of Your Trip. The death certificate or written medical advice from the Medical Practitioner treating You or Your Immediate Family Member to cancel the Trip due to Serious Injury/Serious Illness must be obtained.

- b) natural disasters at Your scheduled destination.
- c) unexpected strike, riot or civil commotion at the planned destination.
- d) summons to attend legal proceedings which were not made known to You prior to Your purchase of this Policy.
- e) damage to Your residence due to fire, flood or similar natural disasters occurring within 1 week of the Trip requiring Your presence on the departure date of the Trip.
- f) You or Your Immediate Family Member staying in the same household, or Your Travelling Companion, is diagnosed and tested positive for COVID-19 within 30 days prior to Your scheduled departure date.
- 2. Deferments or Postponement

If Your Trip is postponed or deferred due to any of the causes in 1.a) to 1.f) above, We will reimburse You for additional charges incurred to amend Your travel dates.

Benefit 4.6 is effective from the date the Policy Schedule is issued and terminates on the commencement of the Trip.

#### Exclusions applicable to Benefit 4.6

We will not pay for any loss:

- a) if this Policy is purchased less than 14 days before commencement of Your Trip.
- b) Due to a positive **COVID-19** diagnosis within 14 days prior to the date of purchase of **Your** Policy.
- c) If You postpone Your Trip solely due to epidemic or pandemic-related travel advisories, including but not limited to border closures, Quarantine orders, government orders issued by governments or the World Health Organization for the destination country or home country.

IMPORTANT: Only Benefit 4.6.1 or 4.6.2 is payable for any one event.

#### **Benefit 4.7 - Travel Curtailment**

We will reimburse for the proportional return of the irrecoverable prepaid costs of Your Trip as shown on the booking invoice, calculated on a pro rata basis from the date of Your early return to Malaysia to the scheduled return date of the Trip or Period of Insurance whichever is earlier, necessarily and unavoidably incurred, resulting in Curtailment (as defined) due to:

- 1) Your Serious Injury/ Serious Illness.
- 2) death, Serious Injury/ Serious Illness of Your Immediate Family Member or Your Travelling Companion.
- 3) Hijacking of the aircraft in which You are travelling
- 4) natural disasters at Your scheduled destination.
- 5) damage to Your principal residence from fire, flood, or similar natural disasters, requiring Your presence on the premises.
- 6) unexpected strike, riot or civil commotion at the planned destination that risks danger to Your life.
- 7) You or Your Traveling Companion being diagnosed with COVID-19 whilst on Overseas Travel or Your Immediate Family Member is diagnosed with COVID-19 and You need to cut short Your Trip to return to Malaysia.

If the prepaid costs are confined to air tickets, We will reimburse You for the unused sector of the air tickets.

A medical certificate must be obtained from the **Medical Practitioner** treating **You**, **Your Immediate Family Member** or the person with whom **You** are travelling, confirming the advisability to return to Malaysia due to **Serious Injury/ Serious Illness**.

For **Hijacking** or death, proportional return of the irrecoverable prepaid cost shall be calculated from the date of occurrence to the expiry of the **Trip** or **Period of Insurance**, whichever is earlier.

This coverage is effective only if the Policy is purchased before **You** became aware of any circumstances which could lead to **Curtailment**.

"Curtailment" shall mean abandonment of the Trip by return to Malaysia after arrival at the scheduled destination in the booking invoice.

#### Exclusions applicable to Benefit 4.6 and 4.7

We will not pay for claims arising directly or indirectly from:

- Government regulation or Act, delay or amendment of the booked **Trip** (including due to error, omission or default) by the provider of any service forming part of the booked **Trip**, the **Travel Agent** or tour operator through whom the Trip was booked;
   Bankruptcy, insolvency, liquidation or default of travel agencies or common carrier;
- 3. You or Your travelling companion's business, financial or contractual obligations;
- 4. Your disinclination to travel:
- 5. The unlawful act or criminal proceedings of any person on whom the booked **Trip** depends, other than for attendance as a witness in Court under a subpoena;
- 6. Your failure to notify the Travel Agent/ tour operator, provider of transport or accommodation, immediately upon discovery of any event requiring You to cancel or curtail travel arrangement;
- 7. Any additional expenses incurred if any part of Your Trip is deferred or postponed.

- 8. Infectious Disease excluding COVID-19, which is declared or notified as an epidemic by the applicable health authority in the covered destination or a pandemic by the WHO until such declaration or notification is lifted by the WHO or the applicable health authority in the covered destination.
- 9. Any circumstances regarding COVID-19 if You are not Fully Vaccinated.
- 10. COVID-19 if the PCR/ RTK-Ag test was not done by a Medical Practitioner or lab technician.
- 11. COVID-19 if You or Your Travelling Companion tested positive for COVID-19 other than via a PCR / RTK-Ag test.
- 12. Your failure to fulfil all the requirements which have been set by the government of Malaysia and the destination country before and during the **Trip**.

**IMPORTANT**: Only Benefit 4.6 or 4.7 is payable for any one event.

#### **Benefit 4.8 - Travel Overbooked**

We will pay You RM200.00 for every completed 6 hours of delay, if You are denied boarding on an air carrier due to over-booking, and no alternative transportation is provided.

You shall submit the overbooked flight details verified by the Scheduled Carrier or their handling agent(s).

#### Benefit 4.9 - Travel Misconnection

We will pay You RM200.00 if Your confirmed onward connection on an aircraft is missed at the transfer point due to the late arrival of Your incoming aircraft, and no alternative onward transportation is available within 4 hours of Your arrival at the transfer point.

You shall submit the travel misconnection details verified by the Scheduled Carrier or their handling agent(s)

#### Benefit 4.10 - Hijacking Inconvenience

We will pay You RM1,000.00 for each completed 24 hours if the Scheduled Carrier You are travelling in for Your Trip overseas is Hijacked.

#### Benefit 4.11 - Missed Departure

We will reimburse for additional accommodation and travel expenses necessarily and reasonably incurred in returning to Malaysia as a result of mechanical breakdown of public transport services to get You to the departure port, airport or train station as stated in Your ticket.

You shall submit the confirmation of the mechanical breakdown verified by the Scheduled Carrier or their handling agent(s).

#### Exclusions applicable to Benefit 4.11

We will not pay for any event resulting from Your failure to check in or late arrival at the airport, station or port specified in the travel itinerary supplied to You;

#### Benefit 4.12 - Loss of Deposit or Full Payment due to Insolvency of Airlines

In the event that, the airline from which **You** purchased **Your** air ticket is declared insolvent and **You** are unable to proceed with **Your Trip**, **We** will reimburse **You** for loss of unrecoverable deposits or full payment of **Your** air ticket.

#### Exclusions applicable to Benefit 4.12

We will not pay for any loss for air tickets purchased for non-scheduled airline.

#### **Benefit 4.13 - Personal Liability**

We will indemnify You for legal liability as a result of:

- 1) **Injury** to any third party;
- 2) Accidental loss of or damage to property of any third party.

We will also indemnify You for:

- 1) Third party's costs and expenses recoverable from You; and
- 2) Your costs and expenses incurred with Our prior written consent, in relation to Your legal liability.

Provided that;

- 1) No person is entitled to admit liability or to give any representation or other undertaking on **Your** behalf unless with **Our** prior written consent.
- 2) We have the right to conduct all proceedings arising out of or in connection with the claim in Your name and assigning all rights to take action in **Your** name.

# Exclusions applicable to Benefit 4.13

We will not pay for claims arising out of:

- 1) Employer's liability, Your contractual liability or liability to Your Immediate Family Member;
- 2) Property belonging to You, or in Your care custody or control;
- 3) Any wilful, malicious or unlawful act;
- 4) Pursuit of trade, business or profession;
- 5) Ownership or occupation of land or buildings (other than occupation only of any temporary residence);

- 6) Ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance;
- 7) Any criminal proceedings;
- 8) The influence of intoxicants, mountaineering, winter sports of any descriptions, contact sports of any description, riding or driving in races or rallies or the use of firearms;
- 9) Judgements that are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia.

# **GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)**

We do not cover/pay for claims:

- 1. Directly or indirectly caused by or resulting from:
- a) Your Pre-existing Illness;
- b) Your suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life) or the committing of any criminal acts;
- c) You being under the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
- d) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and Human Immunodeficiency Viruses (HIV) related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused;
- e) Your Pregnancy, childbirth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage due to bodily injury as a direct result of an **Accident**;
- f) You travelling on, or against medical advice, or where the Trip is made solely for the purpose of obtaining treatment, nonemergency medical check-up or routine medical check-up;
- g) Your failure to obtain any mandatory vaccines, inoculations or prescribed medications prior to the Trip.
- h) Your mental illness, psychotic, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations);
- i) Any loss, **Injury**, damage or legal liability or any planned or actual travel in, to, or through Afghanistan, Belarus, Cuba, Democratic Republic of Congo, Iran, North Korea, Somalia, South Sudan, Sudan, Syria, Crimea (including Sevastopol), Venezuela, and Zimbabwe;
- j) Any event that occurs if this Policy is purchased after the Trip has commenced; or
- k) Any event that has occurred resulting in **You** not being able to or incapable to travel and such event was made known to **You** or which **You** were aware of at the time **You** took out the Policy or when the **Trip** was booked (whichever is later).
- 2. Directly or indirectly occasioned by, happening through, or in consequence of:
- a) Engaging in sports or games in a professional capacity or where **You** would or could earn income or remuneration from engaging in such sports or games;
- b) Your participation in Extreme Sports and Activities.
- 3. Arising from:
- a) Offshore activities such as diving, mining, oil rigging, aerial photography or handling of explosives;
- b) Air travel other than as a fare-paying passenger in a Scheduled Carrier or licensed chartered aircraft;
- c) Your participation in any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
- d) Loss or damage to hired or leased equipment, or testing of any kind of conveyance;
- e) Employment on merchant vessels or as a manual labour; naval, military or air force service or operations, regular or temporary, military or police duties; overseas secondment as part of **Your** occupation; manual work in connection with any trade, employment or profession;
- f) Survey of offshore installations or facilities under construction including survey from aerial conveyance;
- g) War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property under the order of any government or public or local authority;
- h) Any loss or expenses in connection with or is contributed by **You** undertaking any **Trip** following the warning of any outbreak of disease, intended strike, riot or civil commotion, or impending natural disaster through or by general mass media;
- i) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- j) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
- k) Any terrorism attack using substance of Nuclear, Biological and Chemical;
- I) Your direct participation in terrorist acts; or
- m) Consequential loss or damage of any kind arising from any of the above.

# HOW YOUR POLICY MAY BE CANCELLED

You may cancel this Policy at any time by giving Us notice in writing. Such notification shall become effective from the date We receive the notice, or the date specified in Your notice, whichever is later. Refund of premium is not allowed once Your Policy is issued.

We may cancel this Policy by giving You 14 days' notice in writing to Your last email address or address known to Us and refund the pro-rated premium to You for the unexpired Period of Insurance.

#### HOW TO MAKE A CLAIM

#### Notice and Proof of Claim:

Any occurrence which may result in a claim must be reported to Us in writing within 30 days after it occurs and:

- 1) You shall without delay obtain and act upon the advice of a Medical Practitioner.
- 2) All Certification, Information and Evidence shall be furnished to Us.
- 3) We shall not be liable for any death, loss or **Permanent Disablement** if the claim is not reported to **Us** within 30 days after the **Accident.**

You may email the documents to Us at <u>customer@bsompo.com.my</u> or deliver the same to Our Customer Service Centre at Level 36, Menara Bangkok Bank, 105, Jalan Ampang, 50450 Kuala Lumpur.

ACTIONS / DOCUMENTS REQUIRED IN CLAIM SUBMISSION						
Type of Claim	What must I do or submit?					
Compulsory for All Types of Claim	<ul><li>a) Duly Completed and signed Claim Form.</li><li>b) Airlines Ticket or Flight Itinerary.</li></ul>					
Additional documents required depending on types of claim:						
Personal Accident	<ul> <li>a) Medical report from the attending Medical Practitioner.</li> <li>b) Police Report.</li> <li>c) Death Certificate (if applicable).</li> <li>d) Post Mortem Report (if applicable).</li> </ul>					
Medical, Hospital & Other Expenses	<ul> <li>a) Medical report from the overseas attending Medical Practitioner.</li> <li>b) Original medical invoices and receipts for all amount claimed (itemised).</li> <li>c) Original receipts for additional expenses claimed for cost of burial or cremation or transporting of mortal remains.</li> <li>d) Original receipts for additional expenses claimed for additional travel and proceeding of the proceeding</li></ul>					
Emergency Medical Evacuation & Repatriation	<ul> <li>accommodation.</li> <li>e) For Emergency Medical Evacuation &amp; Repatriation, You must contact Our SOMPO TravelSafe Hotline at 603-7628 3860 to obtain approval in advance. Failure to do so will invalidate a claim for such costs.</li> <li>f) Copy of the RTK-Ag/ PCR test result (if applicable).</li> <li>g) Proof of full COVID-19 vaccination.</li> </ul>					
Loss of Baggage and Personal Effects	<ul> <li>a) Provide description of items (brand/model), year of purchase and price of purchase.</li> <li>b) Police report detailing the circumstances and list of items stolen.</li> <li>c) Property irregularity Report from Airline or Damaged Report from Carrier, hotel manager stated details of loss or damage.</li> <li>d) Photos showing the damaged baggage (extent of damage and brand).</li> </ul>					
Baggage Delay	a) Obtain delayed baggage report from the carrier.					
Loss of Personal Money and Documents	<ul> <li>a) Police report detailing the circumstances and list of items stolen.</li> <li>b) Original receipts for additional costs incurred in replacing lost travel documents.</li> </ul>					

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Travel Delay	a)	Boarding pass.
Travel Re-Route	a)	Obtain written confirmation from the carrier concerned confirming the duration of delay and reasons.
Loss of Deposit or Cancellation	a) b) c) d) e)	Medical report, Death Certificate, proof of relation etc. as the case may be. Original receipts for payment of the tour. Tour operator's booking and cancellation/refund invoices, terms & conditions. Copy of the <b>RTK-Ag/ PCR</b> test result (if applicable). Proof of full <b>COVID-19</b> vaccination.
Travel Curtailment	a) b) c) d) e) f)	A written confirmation from the attending <b>Medical Practitioner</b> that it is necessary to return home. Medical report, Death Certificate, proof of relation etc. as the case may be. If due to hijacking or natural disaster, written confirmation from tour operator concerned confirming the incident. Boarding pass to confirm the actual date of arrival back to Malaysia. Copy of the <b>RTK-Ag/ PCR</b> test result (if applicable). Proof of full <b>COVID-19</b> vaccination
Travel Overbooked	a)	A written confirmation from the carrier concerned confirming the over booked flight details and when the next alternative transportation is available.
Travel Misconnection	a)	Boarding pass.
Hijacking Inconvenience	a)	A written confirmation from the carrier concerned confirming the incident and duration.
Missed Departure		Original receipts for expenses claimed for additional accommodation and travel expenses. A written confirmation from the public transport services concerned confirming the mechanical breakdown.
Loss of Deposit or Full Payment due to Insolvency of Airlines	a) b) c)	Original receipt for payment for the Airline ticket. Booking invoice together with the booking terms and conditions, and <b>Trip</b> itinerary. Official notification from the Carrier or Press Release confirming the insolvency
Personal Liability	a) b)	DO NOT ADMIT LIABILITY. Forward any correspondence from third party unanswered to <b>Us</b> immediately.

Please note that **We** may request additional information when required; **Your** early response will expedite the processing of **Your** claim.

# HOW WE WILL SETTLE YOUR CLAIM

# **Misrepresentation/ Fraud**

Policy shall be void in any of the following circumstances:

- 1) If **Your** application or declaration is untrue in any respect;
- 2) If any material fact affecting the risk is incorrectly stated or omitted by You;
- 3) If this insurance or its renewal shall have been obtained through any misstatement, misrepresentation or suppression;
- 4) If any false declaration, false statement, fraudulent or exaggerated claim is made by You.

# Certification, Information and Evidence

Any document (certificates, information, medical reports and evidence) as required by **Us** shall be furnished at **Your** expense, and in such a form that **We** may require.

# Governing Law

This Policy shall be governed by and interpreted in accordance with Malaysian law.

# Jurisdiction

Any disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.

# Other Insurance

- No person shall be insured under more than one travel insurance policy issued by Us. In the event You are covered under more than one such policy, We shall consider that You are only insured under the policy which provides the greatest amount of benefit.
- 2) If at the time of any loss, damage, or liability arising under this Policy, there is other insurance provided by another company covering **You** for the same loss, damage or liability, **We** will only effect payment on a proportionate basis.

#### Determination of Age

In any claim, Your age will be determined as at the date of Injury or Illness with reference to Your birth date.

# **Right of Recovery**

In the event that We or Our authorised service providers have authorised payment incurred by You which is not liable by Us, We or Our authorised service providers reserve the right to recover the full sum paid to You.

# Subrogation

We are entitled to recover compensation in Your name from any third-party causing loss or damage to the items covered by this Policy at Our own expense and for Our benefit.

# **Sanction Limitation and Exclusion**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

Please cut or snap the following card and keep it handy to call the Hotline in case emergency assistance is required.

