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## SOMPO Travel Plus

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**Important Notice:**

- 1) **Please read the terms and conditions of this policy carefully, and if there is any error or misdescription herein, or if the cover is not in accordance with Your wishes, please return the policy to us immediately for alteration.**
- 2) **This policy wording is also available in Bahasa Malaysia version. If You wish to request the policy wording in Bahasa Malaysia version, please inform our Customer Service.**

**WHEREAS** the Insured, by a proposal and declaration, has applied to **BERJAYA SOMPO INSURANCE BERHAD** (62605-U) (hereinafter called "The Company") for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance.

**NOW THIS POLICY WITNESSES** subject to the terms, conditions, limitations, exclusions and definitions contained in this policy, policy schedule and any endorsements herein, will indemnify the Insured in the manner and to the extent described in this Policy, in respect of events occurring during the Period of Insurance.

### DUTY OF DISCLOSURE

Where the Life Insured has applied for this Insurance wholly for purposes unrelated to Life Insured's trade, business or profession, Life Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when Life Insured applied for this insurance). Life Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Life Insured's contract of insurance, refusal or reduction of claim(s), change of terms or termination of contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. Life Insured was also required to disclose any other matter that the Life Insured knew to be relevant to The Company's decision in accepting the risks and determining the rates and terms to be applied.

Life Insured also have a duty to tell The Company immediately if at any time after Life Insured's contract of insurance has been entered into, varied or renewed with The Company any of the information given in the Proposal Form (or when Life Insured applied for this insurance) is inaccurate or has changed.

### DEFINITIONS OF WORDS

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

1. **Accident** shall mean any sudden or unexpected and violent event on the part of the Insured Person, resulting directly and independently from action of an external cause, other than any intentionally self-inflicted injury.
2. **Certificate of Insurance** shall mean a certificate, which is issued to You after You have made payment of the applicable premium; payment of which shall be deemed proof of insurance coverage provided to You under this Policy.
3. **Child/Children** shall mean unemployed and unmarried Child/Children aged between thirty (30) days and eighteen (18) years old (both ages inclusive) or up to twenty-three (23) years old for those registered as full time student at a recognized educational institution.
4. **Domestic Travel** means travel for leisure or business purpose within West Malaysia or within East Malaysia. The trip shall beyond 50 kilometers from Your home. It excludes travel in a private road conveyance unless it is accompanied by an ensuing trip overseas followed by Your subsequent return home. It excludes any regular commute to and from Your workplace regardless of the mode of conveyance.
5. **Family** shall mean You, Your legal spouse and any number of Your legal Children insured under the same Certificate of Insurance.
6. **Geographical Areas** shall mean:-
  - Area 1 - Australia, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, South Korea, Laos, Macau, within Malaysia, Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam.
  - Area 2 - Worldwide excluding USA and Canada.
  - Area 3 - Worldwide including USA and Canada.

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Belarus, Cuba, Democratic Republic of Congo, Iran, North Korea, Somalia, Sudan, Syria and Zimbabwe.

For Domestic Travel within Malaysia (other than between East Malaysia and West Malaysia and vice versa) coverage under this policy is limited to Section 1, Section 2 - Benefit 2.1 and 2.2 (due to accidental causes only) and Benefit 2.4 (upon return from Trip).

7. **Home Territory** shall mean Malaysia.
8. **Illness** shall mean a physical condition marked by a pathological deviation from the normal healthy state manifesting itself whilst overseas during the currency of this Policy and shall exclude any Pre-existing Medical Conditions for which You have received medical treatment, diagnosis, consultation or prescribed drugs.
9. **Immediate Family Member** means spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law and legally adopted child or sibling who are residing in Your Home Territory.
10. **Injury** shall mean a bodily injury caused solely by Accident (excluding any Illness, disease or medical disorder).
11. **Insured Person/You/Your** shall mean the Insured Person(s) shown in the Certificate of Insurance who is below 80 years of age and must be a Malaysian, Permanent Resident, Work Permit Holder, Employment Pass Holder, Student Pass Holder or otherwise legally employed in Malaysia and/or their Spouse and Children.
12. **Medical Practitioner** shall mean 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 doctor, physician or surgeon who is the Insured himself.
13. **Mountain Sickness** also known as Acute Mountain Sickness (AMS), altitude Illness, hypobaropathy, or soroche, is a pathological effect of high altitude on humans, caused by acute exposure to low partial pressure of oxygen at high altitude.
14. **One Way Cover** means a journey that commences when You leave Your home or business place or destination stop in Your Home Territory until Your scheduled time of arrival at Your final destination. Cover will terminate 72 hours upon scheduled arrival at Your final destination or expiry of Period of Insurance whichever is earlier. Any stopover should not exceed 30 days unless the delay is beyond Your control.
15. **Overseas Travel** means travel for leisure or business purpose to any destination outside of Malaysia or between West Malaysia and East Malaysia.
16. **Period of Insurance** shall mean the period specified in the Certificate of Insurance and starts when the Insured Person leaves his/her home or business in his/her 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 his/her Home Territory) to the time he/she returns to his/her Home Territory or the expiry of the Period of Insurance, whichever is earlier.

#### **Automatic Extension of Coverage**

In the event of delay beyond Your control as a ticket holding passenger on a scheduled public transport as a result of:

- a) Your Serious Illness or accidental bodily Injury, or
- b) the scheduled public conveyance in which You are travelling being unavoidably delayed during Your Trip and the return journey cannot be completed within the Period of Insurance indicated in the Certificate of Insurance, the Period of Insurance shall be automatically extended for up to thirty (30) days without additional premium for such period as is reasonably necessary for the completion of the journey, provided that either of the above events is admissible under this insurance in the first instance and You have documented proof of the reason for the delay.

For Annual Cover, any one journey shall not exceed 180 days. Annual cover is issued for selected Geographical Area where the Insured Person can make unlimited number of journeys to this Geographical area during the Period of Insurance.

17. **Pre-Existing Illness** shall mean disabilities that existed before the Effective date of Insurance that the Insured Person has reasonable knowledge of. 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.
18. **Scheduled Carrier(s)** shall mean any licensed registered operator that provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below:
  - a) Airport limousine, bus coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train; and
  - b) Any fixed-wing aircraft operated by a licensed airline or Chartered Flights and helicopters operating only between established and recognized commercial airports or licensed commercial heliports, of which both the said aircrafts and helicopters must have current and valid air worthiness certificates issued by the appropriate authority of the country of its registry for the transportation of passengers.
19. **Serious Injury / Serious Illness** shall mean requires treatment by a Medical Practitioner in a hospital and which results in an Insured Person being certified as unfit to travel or continue with planned trip. When applied to the Immediate Family Member, it shall mean injury or Illness certified as being dangerous to life by a Medical Practitioner and which results in discontinuation or cancellation of the planned trip.

20. **Serious Medical Condition** shall mean a condition which is opinion of the company or its authorized representative 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.
21. **Travel Agent** shall mean a travel agent with a valid licence and registered with the Ministry of Tourism.
22. **Trip** means the journey commencing from the time You leave Your home or business place or destination stop in Your Home Territory (whichever is later) until the time You return to Your home or business place or any destination stop in Your home country (whichever is the earlier) on completion of the journey. In any event, it does not commence more than twenty four (24) hours prior to scheduled departure and it ceases on whichever of the following that occurs first:
- The expiry of the Period of Insurance specified in the Certificate of Insurance;
  - Your return to the permanent place of residence or business (whichever is the earlier) in Malaysia; or
  - Twenty four (24) hours after arrival in Malaysia (not applicable for travel within Malaysia).
- The duration for each Trip shall not exceed one hundred and twenty (120) consecutive days from the commencement date of Trip. For one-way travel, cover will cease seventy-two (72) hours from the scheduled time of arrival at the final destination broad. Any stop over for one-way travel should not exceed one month.
- For Annual Cover, the maximum number of days is limited to one hundred and eighty (180) consecutive days for two-way cover for a complete journey.
23. **Valuables** means sun glasses, antiques, works of art, items made of precious metals or precious stones, jewellery, watches, furs, gold and silver articles, camera (including digital), videocam, binoculars, notebook computer and other personal items of high worth.
24. **We/Our/Us/The Company** means Berjaya Sompo Insurance Berhad.

## SECTION 1 - PERSONAL ACCIDENT

If You sustain accidental death or disablement during the Period of Insurance, We will pay the amount as stated in the Schedule of Benefits occurring within one year of the happening of the event and which independently and solely results in the:-

### Benefit 1.1 - Personal Accident

- Death,
- Total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both limbs
- Permanent and total disablement from engaging in employment or occupations of any and every kind.

The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

### Definitions

- Permanent and Total Disablement shall mean injury which, having lasted for a continuous period of twelve (12) calendar months from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
- Loss of sight shall mean total and irrecoverable loss of sight.
- 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.

### Benefit 1.2 - Child Education Fund (for Elite Plan only)

Upon the death of the Insured Person where the claim is payable under SECTION 1 and such Insured Person who, at the date of Accident, has any surviving Children, We will pay the amount stated in the Schedule of Benefits being the education fund for the surviving Children. The amount is regardless of the number of children.

## SECTION 2 - MEDICAL & OTHER EXPENSES

**For Overseas Travel** (including travelling to East Malaysia from West Malaysia and vice versa), We will reimburse You for the necessary expenses incurred as a direct result of accidental bodily injury or Illness sustained by You during the Period of Insurance up to the limit stated in the Schedule of Benefits.

**For Domestic Travel** (i.e. within West Malaysia or within East Malaysia), We will reimburse You for the necessary expenses incurred as a direct result of accidental bodily injury sustained by You during the Period of Insurance up to the limit stated in the Schedule of Benefits.

**Benefit 2.1 - Medical, Hospital & Other Expenses**

Reimbursement up to the limit stated in the Schedule of Benefits for necessary and reasonable fees or 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).

The maximum limit payable for Insured Person(s) who are above 70 years old for Benefit 2.1 is RM175,000 and RM50,000 for Elite and Basic plan respectively.

**Benefit 2.2 - Alternative Medicine (for Elite Plan only)**

If the Insured Person suffers from an injury as a result of an Accident during the Trip and seeks alternative medicine, We will reimburse the expenses incurred for such treatment up to a limit stated in the Schedule of Benefits per Family. Alternative medicine shall mean treatment from a registered traditional medicine practitioner, osteopath, physiotherapist and/or a chiropractor provided treatment is first sought from a Medical Practitioner in the first instance. This benefit excludes treatment prescribed by the Insured Person himself/herself or an Immediate Family Member of the Insured Person.

The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

**Benefit 2.3 - Compassionate Visitation Care (due to hospitalization of the Insured Person)**

Reimbursement up to the limit stated in the Schedule of Benefits for reasonable additional accommodation and travelling expenses limited to a round trip economy class air ticket incurred by a relative or friend who is required to travel to or with You and to remain with You on the medical advice of the treating physician. This is applicable only when You are outside Your Home Territory. The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

**Benefit 2.4 - Medical Treatment in Malaysia**

Reimbursement for follow-up medical expenses incurred following Your return from Your journey to Your Home Territory up to the limit stated in the Schedule of Benefits, subject to the limit stated in Benefit 2. However, expenses incurred after 60 days for an Insured Person shall not be payable.

The maximum limit payable for Insured Person(s) who are above 70 years old for Benefit 2.4 is RM15,000 and RM 7,500 for Elite and Basic plan respectively.

**Benefit 2.5 - Compassionate Visitation Benefit (due to the Insured Person's death)**

Reimbursement up to the limit stated in the Schedule of Benefits for reasonable travel and hotel accommodation expenses incurred by a relative or friend to assist in the burial or cremation arrangements in the locality in the event of the Insured Person's death due to an Accident or sickness whilst on the Trip and no adult member of the Insured Person's Family is with the Insured person.

The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

You can only claim under either Benefit 2.3 or 2.5 for any one event.

**Benefit 2.6 - Child Care Benefit**

Reimbursement up to the limit stated in the Schedule of Benefits 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 to take care and/or accompany Your minor children, below 18 years, back to Your home who is left unattended as a result of Your hospitalization.

The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

**Benefit 2.7 - Hospital Allowance (for Elite Plan only)**

Pays RM250 for each full day of confinement to hospital as an in-patient during the period of the journey in addition to fees or charges or expenses paid under Benefit 2 up to the amount stated in the Schedule of Benefits.

The maximum limit payable per Family shall not exceed the limit stated in the Schedule of Benefits.

**SECTION 3 - EMERGENCY MEDICAL EVACUATION & REPATRIATION****Benefit 3.1 - Emergency Medical Evacuation**

Reimbursement of up to the limit stated in the Schedule of Benefits 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 necessary to the Home Territory. We will not pay to evacuate an Insured person from the Home Territory to a foreign destination.

You must contact Sampo Travel Hotline at 603-7628 3860 or 603-7841 5770 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.

### **Benefit 3.2 - Emergency Medical Repatriation**

Reimbursement of up to the limit stated in the Schedule of Benefits in the event that You are hospitalized abroad and it is medically necessary for You to be repatriated back to Malaysia to continue treatment. We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost of one qualified medical attendant accompanying You. In the event of emergency medical repatriation, the Sompoo Travel Hotline must be contacted immediately to approve all the Emergency Medical Repatriations.

We retain the right to decide whether emergency medical repatriation is required or not.

### **Benefit 3.3 - Repatriation of Mortal Remains**

Reimbursement of up to the limit stated in the Schedule of Benefits for conveyance of Your body to Your home in the event of Death due to Accident or Illness of the Insured Person during the Trip.

The maximum limit payable for Insured Person(s) who are above 70 years old for Benefit 3.1, 3.2 or 3.3 is RM 150,000 and RM100,000 for Elite and Basic plan respectively.

### **Exclusion applicable to Section 3.1 to 3.3**

Emergency medical evacuation and repatriation due to any form of Mountain Sickness.

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

### **Benefit 4.1- Loss of Baggage and Personal Effects (for Elite Plan only)**

We will reimburse up to the limit stated in the Schedule of Benefits for loss of or damage or repair cost to 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 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 in a hotel safe or safe deposit box.

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

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

1. any event which is the result of:
  - a) more than RM500 in respect of every single article, pair or set of articles other than notebook computer.
  - b) more than the proportionate part of the value of an article belonging to a pair or set in the event of loss or damage.
  - c) more than RM1,000 in respect of notebook computer as defined under Valuables
  - d) more than RM2,000 in total in respect of Valuables
2. Loss of or damage to:
  - a) animals.
  - b) bonds, stamps, identity documents, credit and payment cards, travel document, 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) fragile articles, musical instruments, sculptures and household goods.
  - l) handphones, pagers, portable computer equipment (other than notebook computer); including personal digital assistant and its accessories.
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 theft of property left unattended in a public place or in an unattended vehicle or as a result of the Insured's failure to take due care and precautions for the safeguard and security of such property.
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.

#### **Benefit 4.2 - Personal Money and Documents (for Elite Plan only)**

We will reimburse up to the limit stated in the Schedule of Benefits for :

1. The loss of
  - a) Travel documents and
  - b) Money (cash, travellers cheques or banknotes) belonging to You up to RM800. Money must be kept with You at all times except when in a hotel safe.  
arising out of robbery, burglary or theft whilst oversea during the Period of Insurance. Such losses must be reported to the local police at the place of loss within twenty four (24) hours after the incident and a written statement from the police must be obtained to substantiate the claim.
2. Any additional travel and accommodation expenses incurred for the purpose of obtaining replacement passports, travel tickets and other relevant travel documents.

#### **Exclusions applicable to Section 4.2.**

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

1. Loss or damage arising from delay or confiscation or detention by Customs or other Officials.
2. Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of airline a Property Irregularity report is obtained. A claim must be made against the carriers and other relevant authorities.
3. Losses not reported to the police within twenty four (24) hours and report obtained at the place of loss.
4. Loss or theft of property left unattended in a Public Place or in an unattended vehicle or as a result of Your failure to take due care and precautions for the safeguard and security of such property.
5. Loss or damage to property otherwise reimbursed by a Common Carrier or a hotel.

#### **Benefit 4.3 - Baggage Delay (for Elite Plan only)**

We will pay You RM200 for every six (6) complete hours whereby Your checked-in baggage is delayed, misdirected or temporarily, misplaced by the Common carrier from the time of Your arrival at the scheduled destination abroad till the time You received Your baggage. The maximum amount payable is up to the limit stated in the Schedule of Benefits.

#### **Exclusions applicable to Section 4.3.**

We will not pay for claims in respect of :

1. Baggage delay not immediately reported to the Common Carrier.
2. Baggage is legally delayed, held or confiscated by Customs or the police.
3. Baggage delay on Your return journey to Malaysia.
4. Your failure to obtain a written confirmation from the carriers or their handling agents on the actual date and time of baggage delivery.

You can only claim under either Benefit 4.1 or 4.3 for any one event.

#### **Benefit 4.4 -Travel Delay (for Elite Plan only)**

1. If the departure of the scheduled public conveyance in which You have arranged to travel is delayed from the time specified in the itinerary supplied to You. We will pay You RM150 for first six (6) complete hours of delay and RM200 for each complete six (6) hours thereafter up to the limit stated in the Schedule of Benefits.
2. If any part of the planned Trip is cancelled due to the delay, but You still 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 those parts that are cancelled, up to the limit stated in the Schedule of Benefits.

The delay must be verified in writing by the operator(s) of the conveyance or their handling agent(s) on the number of hours delayed. If You are entitled to a refund of all or part of such expenses from another source, We will only be liable for the excess of the amount recoverable from such other source.

#### **Exclusions applicable to Section 4.4**

We will not pay for claims arising directly or indirectly from, in respect of, or due to :

1. Your failure to check in according to the itinerary supplied to You or failure to obtain a written confirmation from the carriers or their handling agents of the number of hours of delay.
2. Strike, riot or industrial action existing at the date You purchased this insurance.
3. Your late arrival at the Common Carrier terminal after check-in or booking-in time. (Except for the late arrival due to strike or industry action).
4. Notification has been made to You on the cancellation / rescheduling of public transport services arising from strike or industrial action of which notification has been made to You before the date of departure from Your home.
5. Rescheduling of flights by carriers before the commencement of the journey.

**Benefit 4.5 – Travel Re-Route (for Elite Plan only)**

We will pay You RM200 if the arrival of the scheduled public conveyance in which You have arranged to travel is delayed for at least six (6) hours from the time specified in the itinerary supplied to You due to re-routing of the scheduled public conveyance, as a result of 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, in respect of, or due to :

1. Delay in arrival at the destination as a result of delay in departure of the scheduled public conveyance.
2. Failure of the Insured Person to obtain a written confirmation from the carriers or their handling agents of the number of hours of delay and the reason for such delay.
3. Strike or industrial action existing at the date You purchase this insurance.

**Benefit 4.6 - Loss of Deposit or Cancellation (for Elite Plan only)****1. Cancellation**

We will reimburse You up to the limit stated in the Schedule of Benefits for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for Your Trip only in the event of necessary and unavoidable cancellation by You arising from causes beyond Your control occurring after this insurance has been effected which is as a result of:

- a) Your death, Serious Injury or Serious Illness or the death, Serious Injury or Serious Illness of Your immediate Family Member. A death certificate must be obtained or written advice from the Medical Practitioner treating You or Your immediate Family Member confirming the advisability to cancel the Trip due to Serious Injury or Serious Illness.
  - b) Natural disasters, which prevent You from continuing with Your schedule Trip.
  - c) Unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond Your control at the planned destination.
  - d) Witness summons, which were not made known to You prior to the taking up of this Policy.
  - e) Serious damage to Your residence in Malaysia from fire, flood or similar natural disaster occurring within one week before the commencement date of the Trip and Your presence is required on the premises on the commencement date of the Trip.
2. Deferments or Postponement if Your Trip is deferred or postponed, arising from causes beyond Your control occurring after this insurance has been effected which is as a result of the above causes stated in 1) (a to e) above. We will reimburse You up to the limit stated in the Schedule of Benefits for additional charges levied in relation to any prepaid costs paid by You, due to amendment of the travel dates.

You can only claim under either Section 4.6.1 or 4.6.2 for any one event.

**Exclusions applicable to Benefit 4.6**

We will not pay for:-

1. Any loss if this insurance was purchased within seven (7) days from the date of departure of Your planned Trip.

**Benefit 4.7 -Travel Curtailment (for Elite Plan only)**

We will reimburse You up to the limit stated in the Schedule of Benefits for the proportional return of the irrecoverable prepaid costs of Your planned Trip as shown on the booking invoice, calculated at pro rata basis from the date of Your arrival back to Malaysia to the expiry of the planned Trip or policy cover whichever is earlier, necessarily and unavoidably incurred, due to the Curtailment (as defined) of the planned Trip due to:

- a) Your serious injury or Illness and upon medical advice;
- b) Unexpected death, serious injury or Illness of Your Immediate Family Member or of the person with whom You are travelling.
- c) Hijacking of the aircraft in which You are on board as a passenger.
- d) Natural disasters, which prevent You from continuing with Your scheduled Trip.
- e) Serious damage to Your principal residence from fire, flood, or similar natural disaster, which requires Your presence on the premises.
- f) The unexpected outbreak of strike, riot or civil commotion occurring during the Trip which is beyond Your control at the planned destination that will put Your life in danger.

If the prepaid costs are confined to air tickets only, the reimbursement will be on the unused sector of the travel tickets.

A medical certificate must be obtained from the Medical Practitioner treating You confirming the advisability to return to Malaysia due to Your Illness or Injury. For hijack or death, proportional return of the irrecoverable prepaid cost shall be calculated from the date of occurrence to the expiry of the planned Trip or policy cover whichever is earlier.

This coverage is effective only if the policy is purchased before You become aware of any circumstances, which could lead to the disruption of the planned Trip.

“**Curtailment**” shall mean abandonment by return to place of residence in Malaysia of the planned Trip after arrival at the booked destination as shown on the booking invoice.

You can only claim under either Benefit 4.6 or 4.7 for any one event.

**Exclusions applicable to Benefit 4.6 and 4.7**

We will not pay for claims arising directly or indirectly from, in respect of, or due to:

1. Government regulation or Act, delay or amendment of the booked Trip (including error, omission or default) by the provider of any service forming part of the booked Trip as well as the Travel Agent or tour operator through whom the Trip was booked.

2. Bankruptcy, insolvency, liquidation or default of travel agencies or Common Carrier.
3. Your business, financial or contractual obligation or those of Your travelling companion.
4. Your disinclination to travel or financial circumstances.
5. A result of unlawful act, or criminal proceedings of any person on whom the booked Trip depends, other than attendance, under the subpoena as a witness at a Court of Law.
6. Your failure to notify Travel Agent/ tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail travel arrangement.

**Benefit 4.8 - Travel Overbooked (for Elite Plan only)**

We will pay You RM200 for every complete six (6) hours delay up to the limit stated in the Schedule of Benefits, If You are denied boarding on a commercial scheduled Common Air Carrier due to over-booked, and no alternative transportation is made available to You within four (4) hours of the scheduled departure time of such Common Air Carrier.

The overbooked flight details to be obtained by You must be verified in writing by the operator(s) of the Common Air Carrier or their handling agent(s).

**Benefit 4.9 - Travel Misconnection (for Elite Plan only)**

We will pay You RM200, if the confirmed onward connection scheduled Common Air Carrier is missed at the transfer point due to the late arrival of Your incoming confirmed connecting scheduled Common Air Carrier, and no alternative onward transportation is made available to You within four (4) hours of the actual arrival time of Your incoming Common Air Carrier.

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

**Benefit 4.10 - Hijacking Inconvenience (for Elite Plan only)**

We will pay You RM1,000 for each complete twenty four (24) hours if the scheduled public conveyance that You are travelling in during Your Trip overseas is hijacked, up to the limit stated in the Schedule of Benefits.

“Hijack” shall mean unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.

**Benefit 4.11 - Missed Departure (for Elite Plan only)**

We will reimburse You up to the limit stated in the Schedule of Benefits for additional accommodation and travel expenses necessarily and reasonably incurred in returning to Malaysia as a result of mechanical breakdown of public transport services (any licensed bus or taxi or a scheduled service which any member of the public can join at a recognized stop as a fare-paying passenger) to get You to the departure port, airport or train station as stated in Your ticket.

You must obtain confirmation of the mechanical breakdown in writing by the operator(s) of the public transport services or their handling agent(s).

**Exclusions applicable to Benefit 4.11**

We will not pay for any event which is a result of:

1. Your failure other than mechanical breakdown of the public transport services to check in at the airport, station or port to the travel itinerary given to You.
2. Late arrival at the airport, station or port after check in or booking in time for any reason other than mechanical breakdown of public transport services.

**Benefit 4.12-Loss of Deposit or Full Payment due to Insolvency of Airlines (for Elite Plan only)**

In the event that before or after the departure date of Your booked Trip, the airline from which You purchased Your air ticket from is declared insolvent and You are unable to proceed with Your Trip, We will reimburse You up to the limit stated in the Schedule of Benefits for loss or unrecoverable deposits or full payment paid in advance for Your air tickets.

**Exclusions applicable to Benefit 4.12**

We will not pay for any loss:

1. For air tickets purchased for non-scheduled commercial flights.
2. If You knew at the time You bought this insurance about any reason that could cause a claim under this section.

**Benefit 4.13 - Personal Liability (for Elite Plan only)**

We will indemnify You up to the limit stated in the Schedule of Benefits for legal liability to a third party arising during the Period of Insurance as a result of:

- a) Accidental bodily injury (including death) to any third party
- b) Accidental loss of or damage to property of any third party

In addition, We will indemnify You for:

1. Third parties costs and expenses recoverable from You and
2. Your costs and expenses incurred with Our prior written consent. Except with Our written consent, no person is entitled to admit liability on Your behalf or to give any representation or other undertaking binding upon You. We shall be entitled to conduct all proceedings arising out of or in connection with the claim in Your name and to instruct solicitors of Our own choice for this purpose.

**Exclusions applicable to Benefit 4.13**

We will not pay for claims arising out of ,in respect of, consequent upon:

1. Employer's liability, contractual liability or liability to a member of Your Family.
2. Property belonging to You, or in Your case custody or control.
3. Any willful, 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. Legal costs resulting from 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**

This Policy does not pay for claims caused directly or indirectly, wholly or partly, by any one (1) of the following occurrence:

1. Pre-existing Medical Conditions.
2. Suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal acts.
3. By the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription.
4. Directly or indirectly by AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases and/or mutant derivatives or variations however caused.
5. Pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage due to bodily injury as a direct result of an Accident.
6. Travelling on, or against medical advice, or where the Trip is made solely for the purpose of obtaining treatment. Non-emergency medical check-up or routine medical check-up.
7. Psychotic, mental illness, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
8. 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.
9. Accidents and sickness whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes and guides), rock climbing, and hiking/trekking in remote areas unless with licensed guides, pot-holing, and any activity involving You being airborne (whether suspended or not) not limiting to parachuting, hand gliding, bungee jumping, sky diving, high diving and hot air balloon.
10. Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft.
11. Any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction.
12. Loss or damage to hired or leased equipment; testing of any kind of conveyance.

13. Employment on merchant vessels or as a manual labor; 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.
14. Offshore activities like non recreations diving, oil-rigging, mining, aerial photography or handling of explosives.
15. Survey of offshore installations or facilities under construction including survey from aerial conveyance.
16. 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 a damage to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media.
17. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
18. Consequential loss or damage of any kind,
19. Your direct participation in terrorist acts.

## GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of the Policy. Our liability shall be conditional on Your observance of the terms and conditions of this Policy.

### **Interpretation**

This Policy and Certificate of Insurance shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or Certificate of Insurance shall bear such meaning wherever it may appear.

### **Misrepresentation/Fraud**

If the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted there from, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

### **Certification, Information And Evidence**

All certificates, information, medical reports and evidence as required by the Company shall be furnished at the expense of the Insured, and in such a form that the Company may require. In any event all notices which the Company shall require the Policyholder to give must be in writing and addressed to the Company. An Insured shall, at the Company's request and expense, submit to a medical examination whenever such is deemed necessary.

### **Governing Law**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

### **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 the cover commences.

### **Other Insurance**

No person shall be insured under more than one travel insurance policy issued by us. In the event the Insured Person is covered under more than one such policy, We shall consider that Insured Person to be insured under the policy which provides the greatest amount of benefit. If at the time of any loss, damage, or liability arising under the policy which provides by another company covering the same loss, damage or liability, We will only pay our proportion.

### **Currency of Payment**

All payments under this Policy shall be made in the legal currency of Malaysia. Should any payment be requested by the Insured to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement.

### Condition Precedent To Liability

The due observance and the fulfillment of the terms, provisions and conditions of this Policy by the Insured Person and in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company.

### Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

### Events Leading To Claims

The Insured shall within 30 days of any injury, Accident, loss or damage that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

Section	Type of Claim	Action / Document(s) Required
	All Types of Claims	<ol style="list-style-type: none"><li>1. Duly completed and signed Claim Form.</li><li>2. Original Certificate of Insurance.</li><li>3. Airlines Ticket.</li></ol>
Additional documents or actions required where applicable :-		
1.1	Personal Accident	<ol style="list-style-type: none"><li>1. Medical report from the attending doctor abroad.</li><li>2. Death Certificate.</li><li>3. Post Mortem Report.</li><li>4. Police Report.</li></ol>
1.2	Child Education Fund	<ol style="list-style-type: none"><li>1. Children's Certificate of Birth.</li></ol>
2	Medical, Hospital & Other Expenses	<ol style="list-style-type: none"><li>1. Medical report from the attending doctor abroad.</li><li>2. Original medical invoices and receipts for all amount claimed (itemized).</li><li>3. Original receipts for additional expenses claimed for cost of burial or cremation or transporting of mortal remains.</li><li>4. Original receipts for additional expenses claimed for additional travel and accommodation.</li></ol>
3	Emergency Medical Evacuation & Repatriation	<ol style="list-style-type: none"><li>1. Medical report from the attending doctor abroad.</li><li>2. Original medical invoices and receipts for all amount claimed (itemized).</li><li>3. Original receipts for additional expenses claimed for cost of burial or cremation or transporting of mortal remains.</li><li>4. Original receipts for additional expenses claimed for additional travel and accommodation.</li></ol>
4.1	Baggage and Personal Effects	<ol style="list-style-type: none"><li>1. Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase.</li><li>2. Police report detailing the circumstances and list of items stolen.</li><li>3. If in the custody of 3rd party i.e. carrier, transporter, hotel etc., obtain written report from them on the incident and write official complaint holding them responsible for the loss.</li><li>4. Photos showing the damage baggage.</li></ol>
4.2	Personal Money and Documents	<ol style="list-style-type: none"><li>1. Police report detailing the circumstances and list of items stolen.</li><li>2. Original receipts for additional costs incurred in replacing lost travel documents.</li></ol>
4.3	Baggage Delay	<ol style="list-style-type: none"><li>1. Delayed Baggage report from the carrier concerned confirming the duration delay reasons thereof.</li><li>2. A written confirmation from the carrier concerned on the date and time of baggage delivery.</li></ol>
4.4	Travel Delay	<ol style="list-style-type: none"><li>1. A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof.</li><li>2. Original receipts for payment of the tour claiming for Section 4.4 (2).</li></ol>
4.5	Travel Re-Route	<ol style="list-style-type: none"><li>1. A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof.</li></ol>
4.6	Loss of Deposit or Cancellation	<ol style="list-style-type: none"><li>1. Medical report, Death Certificate, proof of relation etc. as the case may be.</li><li>2. Copy of Medical Bills.</li><li>3. Original receipts for payment of the tour.</li><li>4. Tour operator's booking and cancellation/refund invoices, terms &amp; conditions.</li></ol>

4.7	Travel Curtailment	<ol style="list-style-type: none"> <li>1. A written confirmation from the attending doctor abroad that it is necessary to return home.</li> <li>2. If due to hijacking or natural disaster, written confirmation from tour operator concerned confirming the incident.</li> <li>3. Boarding pass to confirm the actual date of arrival back to Malaysia.</li> </ol>
4.8	Travel Overbooked	<ol style="list-style-type: none"> <li>1. A written confirmation from the carrier concerned confirming the over booked flight details and when the next alternative transportation is available.</li> </ol>
4.9	Travel Misconnection	<ol style="list-style-type: none"> <li>1. A written confirmation from the carrier concerned confirming flight misconnection details and when the next alternative transportation is available.</li> </ol>
4.10	Hijacking Inconvenience	<ol style="list-style-type: none"> <li>1. A written confirmation from the carrier concerned confirming the incident and duration.</li> </ol>
4.11	Missed Departure	<ol style="list-style-type: none"> <li>1. Original receipts for expenses claimed for additional accommodation and travel expenses.</li> <li>2. A written confirmation from the public transport services concerned confirming the mechanical breakdown.</li> </ol>
4.12	Loss of Deposit or Full Payment due to Insolvency of Airlines	<ol style="list-style-type: none"> <li>1. Original receipt for payment for the Airline ticket.</li> <li>2. Booking invoice together with the booking terms and conditions, and Trip itinerary.</li> <li>3. Police report detailing the alleged insolvency of the Airlines.</li> <li>4. Written confirmation from Jabatan Insolvensi Malaysia on the insolvent status of the Airlines.</li> </ol>
4.13	Personal Liability	<ol style="list-style-type: none"> <li>1. DO NOT ADMIT LIABILITY.</li> <li>2. Forward any correspondence from 3rd party unanswered to the Loss Adjuster immediately.</li> </ol>

#### NOTICE TO ALL POLICYHOLDERS

If you have any complaints relating to this insurance policy, please contact our local branch manager or our complaints unit officer at:

**COMPLAINTS UNIT  
CUSTOMER SERVICE CENTRE  
BERJAYA SOMPO INSURANCE BERHAD (62605-U)**  
Level 36, Menara Bangkok Bank  
105, Jalan Ampang  
50450 Kuala Lumpur  
Tel. : 03-2170 7300  
Fax : 03-2170 4800  
E-mail : info@bsompo.com.my

Or

The following bodies who are authorised to oversee public enquiries and complaints on insurance related matters:

**1. 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

**2. LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)**

Pengarah  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel. : 1-300-88-5465  
Fax : 03-2174 1515  
E-mail : bnmtelelink@bnm.gov.my