

Tokio Marine Annual Explorer

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

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

This is Your Tokio Marine Annual Explorer Policy. Please examine it carefully to make sure that You have purchased the protection in accordance to Your need.

Your Tokio Marine Annual Explorer Policy is a contract between Us, Tokio Marine Insurans (Malaysia) Berhad (TMIM) and You, the holder of the Policy, on behalf of each Insured person named therein. The proposal form, declaration and any information given shall be the basis of this contract. This Policy and the Schedule and the Certificate of Insurance shall be read together and any word or expression, which a specific meaning has been attached in any part of this Policy or. Schedule or Certificates of Insurance shall bear such meaning wherever it may appear.

In consideration of You paying to Us the required premium. We agree to indemnify You in the manner and to the extent described in this Policy, in respect of events occurring during the Period of Insurance. All benefits payable under this Policy shall be paid to You, and in the event of Your death, to Your beneficiary if stated, otherwise to Your estate. Such payment shall be a full and final discharge to Us.

DEFINITION OF WORDS

For the purpose of this Policy, certain words have been defined. These have the same meaning wherever they are used in the Tokio Marine Annual Explorer Policy.

Accident - means

Any sudden, unforeseen and fortuitous event on the part of the Insured person, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted Injury.

Act of Terrorism - means

An act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) whether acting alone or on behalf of or in connection with an organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence a government and/or to put the public or any section of the public, in fear.

Alternative Medicine - means

Treatment from a registered traditional Medical Practitioner, osteopath, physiotherapist and/or a chiropractor.

Burglary - means

Theft following forcible and violent entry or exit from premises.

Carrier(s) - means

The entity that transports You and Your luggage in the course of the Journey by land, water or air conveyance which operates under a license for the transportation of passengers.

Celebration Expenses - means

Expenses on food and beverages purchased at the golf club house for the purpose of celebrating the Hole-in-One scored by You.

Covid-19 - means

An Infectious Disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

Curtailment - means

Cutting short Your Journey by early return to Your Home after arrival at the booked destination as shown on the booking invoice or ticket.

Tokio Marine Insurans (Malaysia) Berhad

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Damages - means

Compensatory **Damages** only and does not include fines, penalties, punitive **Damages**, liquidated **Damages** or exemplary **Damage**.

Defence Costs and Expenses - means

- a) Fees charged by any lawyer appointed by Us.
- b) All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim incurred by **Us**.
- c) Fees charged by any lawyer designated by You within Our written consent.

Fully Vaccinated - means

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, provided that You must have received the last dose of the said Covid-19 vaccine for at least 14 days prior to Covid-19 infection date (applicable to Travel Cancellation or Postponement benefit) or commencement of the Journey.

Golf Equipment(s) - means

Limited to Golf clubs, Golf shoes, Golf bag and non-motorized golf trolley.

Hijacked/Hijacking - means

Unlawful seizure and control of any Scheduled Carriers or Public Transport Services from the regular crew by use or threatened use of violent means.

Home - means

Your usual place of residence in Malaysia.

Home Contents - means

Household goods, furniture and furnishing, clothing and personal effects belonging to **You** or **Your** family members or domestic servant permanently residing with **You** in **Your Home** and fixtures and fittings **You** own (or for which **You** are responsible) not being **Your** landlord's fixtures and fittings.

Home Territory - means

Malaysia. For **Journey** from Peninsular Malaysia to East Malaysia or vice versa, **Your Home Territory** shall refer to the region (either Peninsular Malaysia or East Malaysia) where **Your Journey** commences.

Hospital Confinement/Hospitalization - means

Insured person admission to a **Hospital** as a registered in-patient for treatment for **Accident** or **Illness** upon recommendation of a **Medical Practitioner**, such recommendation must be for a **Medically Necessary** condition. We reserve the right to determine whether the **Hospitalization** is a **Medically Necessary** condition or not in consultation with our medical doctor. The **Insured person** must be required to physically stay in the **Hospital** for the duration of **Hospital Confinement**.

Hospital - means

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

Illness - means

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

Immediate Family member(s) - means

Your spouse, parents, parents-in-law, grandparents, grandparents-in-law, children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law and legally adopted child or sibling who are residing in Your Home Territory.

Individual Plan - means

You, or any one eligible person as hereinbefore defined.

Infectious Disease - means

A disease which is caused by pathogenic microorganisms, such as bacteria, viruses, parasites or fungi; the diseases can be spread, directly or indirectly, from one person to another.

Injury/Injuries - means

Bodily Injury suffered caused solely by an **Accident** and not by **Illness**, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

Insured person/You/Your - means

Each person named in the Certificate of Insurance must be a Malaysian, Malaysian Permanent Resident, Malaysia Work Permit Holder or Malaysia Employment Pass Holder and/or his/her legal Spouse. A person eligible for this insurance must be:

- (a) Adult from 18 years old and up to 70 years old at the time of issuance of Certificate of Insurance.
- (b) Senior above 70 years old and up to 75 years old at the time of issuance of Certificate of Insurance.

Journey or Trip - means

A Trip or holiday that commences when You leave Your Home or business in Your Home Territory (whichever is the later) until the time You return to Your Home or business in Your Home Territory (whichever is the earlier) on completion of the Trip. In any event, it does not commence more than 24 hours prior to scheduled departure time or cease more than 24 hours after scheduled return time to Your Home Territory.

In any event the maximum number of days per **Journey** or **Trip** is 90 consecutive days from the commencement date of **Journey**.

Kidnap/Kidnapping - means

An act of abduction, wrongful restraint and wrongful confinement for Ransom as defined in the Kidnapping Act 1961 that the offence of abduction, wrongful confinement or wrongful restraint for Ransom had been or was being committed without the knowledge, consent or connivance of the **Insured person**.

Loss of Sight - means

Total and irrecoverable Loss of Sight.

Medically Necessary - means

A medical service which is :-

- i) consistent with the diagnosis and customary medical treatment for a covered disability; and
- ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and
- iii) not for the convenience of the **Insured person** or the **Physician**, and unable to be reasonably rendered out of **Hospital** (if admitted as an in-patient); and
- iv) not of an experimental, investigational or research nature, preventive or screening nature, medical technology/ procedure, which has not proven to be effective, based on established medical practice, or which has not been approved and recognized by Ministry of Health of Malaysia; and
- v) for which the charges are fair, reasonable and customary for the covered disability; and
- vi) to provide treatment directly related to the covered disability

Medical Practitioner/Physician - means

A properly qualified **Medical Practitioner**, other than yourself, licensed by the competent Medical Authorities of the country in which treatment is provided and when rendering such treatment, is practicing within the scope of his or her licensing and training.

Mountain Sickness - means

Altitude Illness, hypobaropathy or soroche which is a pathological effect of high altitude on humans, caused by acute exposure to low partial pressure of oxygen at high altitude.

Overseas - means

Anywhere outside Malaysia. For Journey from Peninsular Malaysia to East Malaysia or vice versa, Your Home Territory shall refer to the region of Your destination (either Peninsular Malaysia or East Malaysia).

Period of Insurance - means

The period start from the effective date of the policy and terminates on the expiry of policy as stated in the certificate of insurance.

The cover 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 or business in his/her Home Territory or on expiry of the Period of Insurance, whichever is earlier.

Permanent Total Disablement - means

Total disability which prevents **You** from attending to **Your** business or occupation (of any and every kind) or if **You** have no business or occupation from attending to **Your** usual duties. Such disability shall last at least 12 calendar months and at the expiry of that period being beyond hope of improvement.

Personal Luggage and Personal Effects - means

Your suitcases, trunks and containers of a similar nature and their contents and articles worn or carried by You including Your Valuables.

Personal Money - means

Bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travelers cheques, coupons or vouchers which have a monetary value and travel tickets, all held for **Your** private purposes whilst away from **Your Home**, and while in **Your** personal custody at all times unless deposited in a hotel safe.

Pre-existing Condition - means

Any Injury, Illness or conditions including symptoms suffered by You which in the twelve (12) months prior to the commencement of the Policy.

i) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment **You** had received or is receiving treatment.

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- ii) required taking prescribed drugs or medicine or tests or further investigation had been recommended by a medical practitioner or
- iii) was treated by a Medical Practitioner or treatment had been recommended by a Medical Practitioner.

It shall also mean any of **Your** congenital, hereditary, chronic or ongoing condition which **You** are aware of or could reasonably be expected to be aware of prior to the commencement of the **Journey**.

Public Transport Services - means

Any licensed bus or taxi or e-hailing or a service other than a **Scheduled Carrier** which any member of the public can join at a recognized stop as a fare-paying passenger.

Rental Car - means

A rented sedan, station wagon, hatchback, motorcycle or four-wheeled drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying **You** on public roadways and shall not include any other vehicle or use.

Scheduled Carrier(s) - means

Scheduled aircraft, train or sea vessel where the airlines, trains and sea vessels are listed with the relevant authorities in the countries in which the aircraft, train or sea vessel is registered and hold a Certificate, License or similar authorization for scheduled transportation and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times.

Serious Medical Condition - means

A condition which in the opinion of **The company** or its authorized representatives constitute a serious or life threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment in order to avoid death or serious impairment to an **Insured person**'s immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the **Insured person**'s geographical location and the local availability of appropriate medical care or facilities.

Smart Device(s) - means

Electronic device(s), such as smart phone, tablet, iPad, PDA, notebook computers or laptops and other similar items.

Theft - means

A permanent loss of belongings:

- a) Where there is physical evidence of a break in of a premises (where applicable); or
- b) Where the **Insured person**'s belongings are taken or attempted to be taken by force by causing or attempt to cause death, hurt, wrongful restraint or the fear of the same; or
- c) Where the belongings are taken by force at any place where the general public has free access to. Such forceful snatching shall comprise the elements of stealth and surprise; or
- d) Where the belongings are taken from a pocket, bag or purse at any place where the general public has free access to. Such act shall comprise the elements of stealth.

Tokio Marine Travel Assistance - means

24-hour worldwide helpline assistance.

Tour Guide or Tour Leader - means

A person with a valid license and registered with the Ministry of Tourism in Malaysia to show tourists around places of interest.

Travel Agent/Tour Operator -means

Travel Agent with a valid license and registered with the Ministry of Tourism in Malaysia.

Valuables - means

Jewelry, furs, works of art and precious stones, gold and silver articles, watches. **Valuables** shall also include radios, binoculars and photographic, optical or audio/video equipment/electronic device, personal computer, **Smart Device(s)** and mobile phones.

We/Our/Us/TMIM - means

Tokio Marine Insurans (Malaysia) Berhad

GEOGRAPHICAL AREAS

- Area 1: Australia, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia (from Peninsular Malaysia to East Malaysia or vice versa), Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam.
- Area 2: Worldwide excluding United States of America, Canada, Tibet, Nepal, North Korea, Syria, Cuba, Iran, Iraq, Liberia, Sierra Leone, Crimea and Sevastopol
- Area 3: Worldwide excluding North Korea, Syria, Cuba, Iran, Iraq, Liberia, Sierra Leone, Crimea and Sevastopol

SECTION 1 - PERSONAL ACCIDENT

1.1 Accidental Death and/or Permanent Disablement

For each **Insured person**:

We will pay up to the amount of Your selected plan stated in the Table of Coverage according to the percentage as described in the Scale of Compensation if during the Period of Insurance an Insured person shall sustain Injury due to Accident resulting directly and independently of any other cause in disablement as set out in the Scale of Compensation below within twelve (12) months from the date of the Accident:-

| Scale of Compensation | Percentage of the Sum Insured specified in the Table of Coverages |
|---|---|
| Accidental Death | 100% |
| Permanent Disablement: | |
| Permanent Total Disablement | 100% |
| Loss of Speech and Loss of Hearing in both ears | 100% |
| Loss of Sight in both eyes | 100% |
| Loss of Limbs to at least two limbs | 100% |
| Loss of Limb to one limb | 50% |
| Total and irrecoverable loss of lens of at least one eye, which is beyond remedy by surgical or other treatment | 50% |
| Loss of Speech | 50% |
| Loss of Hearing in | |
| i. Both Ears | 50% |
| ii. One Ear | 10% |

We will not pay for the following:

- (a) If accidental death or Permanent Disablement happens more than 12 months from the date of the Injury.
- (b) More than one of the benefits resulting from the same **Injury** to each **Insured person**.
- (c) Injuries arising from manual work in connection with any trade, employment and profession.
- (d) More than RM20,000,000, this being **Our** maximum aggregate limit of liability per conveyance if there is more than one (1) **Insured Person**s covered under the same policy travelling in one common aircraft or surface transport vehicle or waterborne vessel. In the event the aggregate amount of compensation payable in respect of such **Insured persons** exceeds this maximum aggregate limit, **Our** liability for each **Insured person** shall be proportionately reduced.

1.2 Child Education Fund

When, as a result of an Accident occurring during his/her Trip, an Insured person dies within three hundred sixty five (365) days from the Date of Accident and at the Date of Accident has a surviving child age 18 and below, We will pay the amount of Your selected plan stated in the Table of Coverages.

The above amount is regardless of the number of child(ren).

SECTION 2 - REPATRIATION OF MORTAL REMAIN OR OVERSEAS BURIAL/CREMATION

We will cover up to the amount of Your selected plan stated in the Table of Coverages for charges in the event of Your death due to Accident or Illness (exclude Covid-19) for:

- (a) Your burial in the locality where Your death occurs, or
- (b) cremation in the locality where Your death occurs including the cost of conveyance of Your ashes to Your Home, or
- (c) cost of conveyance of Your body to Your Home, or
- (d) customary reasonable charges

You must contact **Tokio Marine Travel Assistance** to obtain approval in advance to make necessary arrangements for burial or cremation and/or repatriation. Failure to do so will invalid a claim for such costs.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

We will not pay for the following:

(a) Fees or charges that does not obtain approval in advance from **Tokio Marine Travel Assistance** on the necessary arrangement under this section coverage.

- (b) Fees or charges for **Your** burial or cremation within **Your Home Territory**.
- (c) any expenses incurred and paid for religious rights or ceremonies, feng shui services, or burial plot.
- (d) Any expenses incurred and paid under this Section 2 without prior approval by Tokio Marine Travel Assistance.

SECTION 3 - MEDICAL AND RELATED EXPENSES

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages the following necessary and reasonable expenses incurred within the **Period of Insurance** that give rise to the claims resulting directly from Your bodily **Injury** or **Illness** first manifested and sustained during the **Journey**.

Coverages 3.1 to 3.4 are subject to the overall Section 3 limit.

3.1 Medical Expenses

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages for necessary and reasonable fees or charges or expenses for:

- (a) medical, surgical, Hospital, nursing home or nursing services and emergency ambulance services. In the event of Hospital Confinement, any in-patient medical expenses incurred as a result of an Accident during Your Trip, we will facilitate the admission to the Hospital by providing the guarantee required by the Hospital (cashless admission). For this arrangement, You must contact Tokio Marine Travel Assistance to obtain approval in advance for any Hospital admission. Failure to do so will invalid a claim for such costs.
- (b) emergency dental treatment for the alleviation of sudden pain or treatment (but excluding dentures and crown) for damage to sound and natural teeth provided such damage is caused solely by **Injury**.

3.2 Alternative Medicine

If the Insured person suffers from an Injury or Illness (exclude Covid-19) during the Trip in Overseas and seeks Alternative Medicine, We will reimburse the expenses incurred for such treatment up to the amount of Your selected plan stated in the Table of Coverages.

3.3 Follow-Up Treatment

We will reimburse Medical Expenses and Alternative Medicine up to the amount of Your selected plan stated in the Table of Coverages for necessary follow-up medical, Hospital and treatment expenses (including the cost of private ambulance or professional home nursing fees) which are reasonably incurred in the Home Territory upon Your return from Your Journey having resulted from an Accident or Illness sustained Overseas during Your Trip. However, expenses incurred after sixty (60) days of Your returned from Your Journey shall not be payable.

Where initial treatment for Injury or Illness (exclude Covid-19) sustained during the Journey was not sought Overseas, We will reimburse the medical and Hospital expenses incurred provided treatment is sought within twenty-four (24) hours after Your arrival in Malaysia from Your returned Journey.

3.4 Hospitalization due to Covid-19

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for the necessary and reasonable fees or charges or expenses (including one Covid-19 Reverse Transcription Polymerase Chain Reaction (RT-PCR PCR) test) in the event you are confined to Hospital in Overseas as an in-patient on the recommendation of a Medical Practitioner upon diagnosis of Covid-19 during the period of the Journey.

This benefit is payable subject to the following:

- (a) Insured person is hospitalized for more than twenty-four (24) hours; and
- (b) The result on **Covid-19** Test (Reverse Transcription Polymerase Chain Reaction (RT-PCR)) or any approved clinical test by the Ministry of Health of the country that has been certified by a **Physician** to be positive.

Insured person age above 70 years old (Senior) is not entitled to Section 3.4 Hospitalization due to Covid-19.

We will not pay for the following:

Under Sections 3.1, 3.2 & 3.4

- (a) Surgery or medical treatment which in the opinion of the registered **Medical Practitioner/Physician** treating **You** can be reasonably delayed until **Your** return **Trip** to **Your Home Territory**.
- (b) Dental treatment/repairs where the cause is due to normal Wear and tear or normal maintenance of dental health.

Under Sections 3.1 to 3.4

- (a) More than the combined maximum limit of **Your** selected plan stated in the Table of Coverages for each **Insured** person.
- (b) Any circumstances regarding Covid-19 if You are not Fully Vaccinated.

SECTION 4 - COMPASSIONATE CARE

4.1 Compassionate Care - due to Hospitalization of the Insured person

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for reasonable additional accommodation and travelling expenses limited to a round Trip economy class air ticket incurred by one person who is

required to travel to or with You and to remain with You in the event You are hospitalized in Overseas due to Accident or Illness (exclude Covid-19).

4.2 Compassionate Care - due to death of the Insured person

We will reimburse up the amount of Your selected plan stated in the Table of Coverages for reasonable hotel accommodation and travel expenses limited to a round Trip economy class air ticket incurred by one person to assist in the burial or cremation arrangements in the locality where death occurs in the event of the Insured person's death due to an Accident or Illness (exclude Covid-19) whilst on the Trip and no adult member of the Insured person's family is with the Insured person.

You can only claim under either Section 4.1 or 4.2 for any one event.

SECTION 5 - CHILD CARE

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for reasonable additional accommodation and travelling expenses incurred by one person to take care and/or accompany the dependent children, not older than 12 years of age, back to Your Home as a result of Your Hospitalization (exclude Covid-19). This is applicable only when You are outside Your Home Territory.

SECTION 6 - EMERGENCY MEDICAL EVACUATION

6.1 Emergency Medical Evacuation - due to Serious Medical Condition

We will provide coverage up to the amount of Your selected plan stated in the Table of Coverage-for an Insured person which includes transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the Insured person with a Serious Medical Condition to the nearest Hospital where appropriate medical care is available, and not necessarily to the Home Territory.

We will not pay for the any event which is arising from Covid-19 under Section 6.1.

6.2 Emergency Medical Evacuation - due to Serious Medical Condition of Covid-19

We will provide coverage up to the amount of Your selected plan stated in the Table of Coverage for an Insured person which includes transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the Insured person with a Serious Medical Condition of Covid-19 to the nearest Hospital where appropriate medical care is available, and not necessarily to the Home Territory.

This benefit is payable subject to the result on **Covid-19** Test (Reverse Transcription Polymerase Chain Reaction (RT-PCR)) or any approved clinical test by the Ministry of Health of the country that has been certified by a **Physician** to be positive.

Insured person age above 70 years old (Senior) is not entitled to Section 6.2 Emergency Medical Evacuation - due to **Covid-19**.

Under Sections 6.1 and 6.2:

- (a) We will not pay for the following:-
 - (i) evacuation of an Insured person from the Home Territory to a foreign destination.
 - (ii) any circumstances regarding Covid-19 if You are not Fully Vaccinated.
- (b) You must contact Tokio Marine Travel Assistance to obtain approval in advance for any evacuation and to make necessary transportation arrangements. Failure to do so will invalid a claim for such costs.
- (c) You can only claim under either Section 6.1 or 6.2 for any one event.

SECTION 7 - HOSPITAL ALLOWANCE

7.1 Hospital Allowance - due to bodily injury or illness

We will pay the amount of Your selected plan stated in the Table of Coverages up to thirty (30) days for each full day You are confined to Hospital in Overseas as an in-patient on the recommendation of a Medical Practitioner as a result of bodily Injury or Illness (exclude Covid-19) sustained during the period of the Journey in addition to fees or charges or expenses paid under 3.1 Medical Expenses above up to a maximum limit stated in Table of Coverages of Your selected plan provided a valid claim is payable under Section 3.1 Medical Expenses.

7.2 Hospital Allowance - due to Covid-19

We will pay the amount of Your selected plan stated in the Table of Coverages up to thirty (30) days for each full day You are confined to Hospital in Overseas as an in-patient on the recommendation of a Medical Practitioner upon diagnosis of Covid-19 during the period of the Journey in addition to fees or charges or expenses paid under Section 3.4 Hospitalization due to Covid-19 above up to a maximum limit stated in Table of Coverages of Your selected plan provided a valid claim payable under Section 3.4 Hospitalization due to Covid-19.

Insured person age above 70 years old (Senior) is not entitled to Section 7.2 Hospital Allowance - due to Covid-19.

We will not pay for any circumstances regarding Covid-19 if You are not Fully Vaccinated.

You can only claim under either Section 7.1 or 7.2 for any one event.

Under Sections 3 to 7, We will not pay for the following:

- (a) Any form of **Mountain Sickness** arising from mountaineering (including mountain trekking) at mountains exceeding 3,000 metres above sea level.
- (b) Fees or charges or expenses arising from manual work in connection with any trade, employment and profession.

SECTION 8 - PERSONAL LUGGAGE AND PERSONAL EFFECTS

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages-for loss of or damage to Your personal luggage and/or personal effects taken or purchased (including clothing worn) due to Theft and/or attempted Theft and loss or damage during the Journey occurring during the Period of Insurance.

If the lost article is not more than 2 years old at the date of loss, We will pay for the replacement cost of the article.

If the lost article is more than 2 years old at the date of loss, **We** will reimburse on the basis of original purchase value of the said article subject to depreciation due to wear and tear or cost of repair, whichever is the lesser. If any article is proven to be beyond economical repair, a claim must be dealt with under this Policy as if the article has been lost.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

Provided that:

- 1. Your Personal Luggage and Personal Effects must be owned and accompany You during the Journey and include the contents therein.
- 2. All **Valuables** must be worn by **You** or carried by **You** personally at all times except while deposited in a hotel safe or hotel safe deposit box.

We will not pay for the following:

- 1. More than RM500 for every single item, article, pair or set of articles.
- 2. More than RM300 for each luggage.
- 3. More than the amount of Your selected plan stated in the Table of Coverages for:-
 - (a) smart device(s) and mobile phone
 - (b) golf equipment
- 4. Loss of or damage to:
 - (a) animals.
 - (b) bonds, stamps, identity documents, credit and payment cards, travel documents, cash, stocks, negotiable instruments and securities or documents of any kind.
 - (c) contact or corneal lenses, eyeglasses, 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 and cost of reproducing data whether recorded on films, cards, tapes, cassettes, cartridges or discs or the like.
 - (g) traditional herbs, perishable and consumable goods or bottles or any subsequent **Damages** caused as a result thereof.
 - (h) pedal cycles, wheelchairs, prams, pushchairs or baby buggies other than while they are being conveyed by **Public Transport Services** and **Carrier**.
 - (i) Valuables unless at all times they are attended by You or deposited in a hotel safe or hotel safety deposit box.
 - (j) Personal Money.
 - (k) business goods or samples.
 - (l) fragile articles, musical instruments, sculptures or household goods.
 - (m) sports equipment except Golf Equipment(s).
- 5. 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 or damage sustained due to any process initiated by You to repair, clean or alter any property.
- 6. Loss or damage to personal luggage while away from Your Journey accommodation unless it is at all times attended by You.
- 7. Loss or damage by Theft from an unattended vehicle unless it is completely out of sight in the trunk of the vehicle which is fully locked and whose windows are closed and there is visible evidence of forced entry.
- 8. Loss or damage due to negligence on Your part.
- 9. Mysterious disappearance.
- 10. Loss of or damage to property reimbursed by the Carrier or others.
- 11. Losses not reported to the authorities within 24 hours of discovery.

SECTION 9 - LUGGAGE DELAY

We will pay the amount of Your selected plan stated in the Table of Coverages for compensation if Your accompanying checked-in luggage is delayed by a Scheduled Carrier operator for at least six (6) consecutive hours from the time of arrival at Your travel destination in Overseas and followed by the sum of the amount of Your selected plan stated in the Table of Coverages for the next six (6) consecutive hours of delay and so on up to maximum amount stated of Your selected plan per Trip.

We will not pay for the following:

- (a) Claims not declared to Carrier if Your luggage is delayed.
- (b) **Your** failure to obtain a written confirmation from the **Carrier** or their handling agents on the actual date and time of the luggage delivery.
- (c) Luggage delay which **You** have received compensation from the operators of the **Scheduled Carrier** in which **You** were travelling.
- (d) Luggage delay upon returning to Home Territory on a return Journey.

SECTION 10 - PERSONAL MONEY AND TRAVEL DOCUMENTS

10.1 Personal Money

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages in respect of robbery, Burglary or Theft of Your Personal Money during Your Journey.

Provided always that **You** shall exercise reasonable care for safety and that any loss must be reported to the police within 24 hours from the incident of loss or discovery.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

We will not pay for the following:

- 1. Loss of:
 - (a) or **Theft** of **Personal Money** left unattended in a public place or as a result of **Your** failure to take care and precaution for the safeguard and security of such money.
 - (b) Personal Money from an unattended vehicle.
 - (c) Personal Money in a suitcase while in transit by air or in sea-going vessel or a train and outside Your control.
 - (d) travellers cheques where the banker provides a replacement service.
- 2. Shortage due to error, omission, exchange or depreciation in value.
- 3. Mysterious disappearance

10.2 Travel Documents

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages the reasonable additional accommodation, travel expenses, communication expenses and documents replacement cost or fees necessarily incurred in obtaining the replacement of Your lost passport or visa and/or travel documents at Your travel destination in Overseas arising out of robbery, Burglary or Theft during Your Journey.

Provided always that **You** shall exercise reasonable care for safety and that any loss must be reported to the police within 24 hours from the incident of loss or discovery.

We will not pay for the following:

- 1. Loss of:
 - (a) or **Theft** of passport and travel documents left unattended in a public place or as a result of **Your** failure to take care and precaution for the safeguard and security of the travel documents.
 - (b) passport and travel documents in a suitcase while in transit by air or in sea-going vessel or a train and outside **Your** control.
 - (c) or damage whilst in custody of an airline or other Carrier, unless reported immediately on discovery and in the case of an airline, a property irregularity report obtained.
- 2. Mysterious disappearance.

SECTION 11 - TRAVEL CANCELLATION OR POSTPONEMENT

11.1 Travel Cancellation

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for loss of deposits or charges paid or contracted and loss of excursion charges pre-booked and prepaid in Your Home Territory for the benefit of the Insured person which are not recoverable from any other source if Your Trip is unavoidably cancelled after this insurance is effected but prior to the commencement of the Journey.

11.1.1 Travel Cancellation - due to Non Covid-19 Related Events

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages in the event of the following events:-

- (a) Cancellation due to Your death
- (b) Death of any of **Your Immediate Family member** and/or **Your** travelling companion (registered for the **Journey** with **You**), provided such death occurs within thirty (30) days prior to **Your** original scheduled departure date.
- (c) Cancellation due to **Your** confinement in Hospital arising from bodily **Injury** or **Illness**, which require treatment in Hospital and in the opinion of a **Medical Practitioner** treating **You** in the Hospital causes **You** to be unfit to travel on a scheduled departure date, provided such bodily **Injury** or **Illness** occurs within sixty (60) days prior to **Your** original scheduled departure date.
- (d) Cancellation due to confinement to any of **Your Immediate Family member** or **Your** travelling companion (registered for the **Journey** with **You**) in a **Hospital** arising from bodily **Injury** or **Illness**, provided such event occurs within thirty (30) days prior to **Your** original scheduled departure date.
- (e) Cancellation due to **Your Home** becoming uninhabitable following fire, storm or flood or similar natural disasters like earthquake, hurricane or tornado, provided such event occurs within fourteen (14) days prior to **Your** original scheduled departure date.
- (f) Cancellation due to strike or natural disasters like earthquake, hurricane or tornado, provided such event occurs within fourteen (14) days prior to **Your** original scheduled departure date.
- (g) Cancellation following the advice and/or warning of the Malaysian government, or the government of the destination country, declaring unsafe conditions for travel or airport closure, provided such advice occurs within fourteen (14) days prior to Your original scheduled departure date.
- (h) Cancellation due to **You** and/or **Your** travelling companion (registered for the **Journey** with **You**) are or required to be in compulsory quarantine, or jury service, or are subpoenaed, provided such event occurs within fourteen (14) days prior to **Your** original scheduled departure date.

We will not pay for the any event which is arising from Covid-19 under Section 11.1.1.

11.1.2 Travel Cancellation - due to Covid-19

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages in the event of the following events subject to the result on **Covid-19** Test (Reverse Transcription Polymerase Chain Reaction (RT-PCR)) or any approved clinical test by the Ministry of Health that has been certified by a **Physician** to be positive:-

- (a) Your death due to Covid-19
- (b) Your Immediate Family member and/or Your travelling companion (registered for the Journey with You) death due to Covid-19, provided such death occurs within fourteen (14) days prior to Your original scheduled departure date.
- (c) You are diagnosed with Covid-19 and certified unfit to travel in the opinion of the Medical Practitioner within fourteen (14) days prior to Your original scheduled departure date.
- (d) Your Immediate Family member or Your travelling companion (registered for the Journey with You) is/are diagnosed with Covid-19 within fourteen (14) days prior to Your original scheduled departure date.

We will not pay for :-

- (a) any losses if this insurance was not purchased at least 14 days prior to Your Trip.
- (b) any circumstances regarding Covid-19 if You are not Fully Vaccinated (applicable to event (a) & (c) only).
- (c) the cost of RT-PCR (Reverse Transcription Polymerase Chain Reaction) test and medical report.

Insured person age above 70 years old (Senior) is not entitled to Section 11.1.2 Travel Cancellation - due to Covid-19

You can only claim under either Section 11.1.1 or 11.1.2 for any one event.

11.2 Travel Postponement

We will reimburse You for additional charges levied in relation to any prepaid costs paid by You, due to amendment of travel dates, if Your Trip had to be postponed arising from causes beyond Your control which are not recoverable from any other source occurring after this policy has been effected.

11.2.1 Travel Postponement - due to Non Covid-19 Related Events

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages in the event of 11.1.1(a) to 11.1.1(h).

We will not pay for the any event which is arising from Covid-19.

11.2.2 Travel Postponement - due to Covid-19

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages in the event of 11.1.2(a) to 11.1.2(d).

We will not pay for :-

- (a) any losses if this insurance was not purchased at least 14 days prior to Your Trip.
- (b) any circumstances regarding Covid-19 if You are not Fully Vaccinated (applicable to event (a) & (c) only)
- (c) the cost of RT-PCR (Reverse Transcription Polymerase Chain Reaction) test and medical report.

Insured person age above 70 years old (Senior) is not entitle to Section 11.2.2 Travel Postponement - due to Covid-19.

You can only claim under either Section 11.2.1 or 11.2.2 for any one event.

Under Section 11,

- We will not pay for any event which is the result of:
 - (a) Your failure to obtain the required passport or visa.
 - (b) border closures, quarantine or any government requirement, order, advisories, regulation or act.
 - (c) delay caused by Carriers or re-scheduling in Your Home Territory or the delayed departure at any point in or outside Your Home Territory during the Journey if You choose to abandon the Trip.
 - (d) act, delay or amendment of the booked itinerary or failure in the provision of any part of the booked Trip including error, omission or default by the transport or accommodation provider or their agent or any person acting as Your agent of any service forming part of the booked holiday or accommodation as well as of the agent or Tour Operator through whom the holiday or accommodation is booked.
 - (e) You arranging Your Journey through an unlicensed Travel Agent.
 - (f) Your own vehicle's malfunction due to any reason.
 - (g) Your business, financial circumstances or contractual obligations or those of Your travelling companion (registered for the Journey with You).
 - (h) Your disinclination to travel or Your loss of enjoyment of the Journey, change of mind or fear of traveling
 - (i) Weather conditions other than severe weather conditions in **Your Home Territory**, which prevent **You** from getting to the airport or port in time to catch **Your** flight or ship.
- 2. You can only claim under either 11.1 Travel Cancellation or 11.2 Travel Postponement, for any one event.
- 3. This section is effective only if **You** purchased this policy before **You** become aware of any circumstances, which could lead to the cancellation or postponement of the planned **Trip**.

SECTION 12 - TRAVEL CURTAILMENT OR DISRUPTION

12.1 Travel Curtailment

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for loss of irrecoverable deposits or charges paid or contracted to be paid by or for You and loss of excursion charges pre-booked and prepaid for the refund of the unused and non-refundable part of Your Trip in proportion to the unused days paid or contracted to be paid by You or for You in Your Home Territory in the event of necessary and unavoidable cancellation by You arising from causes as stated under Section 12.1.1 and 12.1.2 beyond Your control occurring during Your Journey. The refund for accommodation will be based on each day of Your Journey You have lost. A proportion of travel expenses will be refunded only if You cannot use Your return ticket and You are not claiming return travel expenses under any other Sections of this Policy.

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

12.1.1 Travel Curtailment - due to Non Covid-19 Related Events

Reimbursement up to the amount of Your selected plan stated in the Table of Coverages in the event of the following:-

- (a) **Curtailment** due to **Your Injury** or **Illness** and upon medical advice during **Your Journey**. A medical certificate must be obtained from the **Medical Practitioner** who is treating **You**.
- (b) Curtailment due to unexpected death of any of Your Immediate Family member remaining in Your Home Territory.
- (c) Curtailment due to unexpected Illness or Accident of any of Your Immediate Family member remaining in Your Home Territory which requires Hospitalization for more than 48hours.
- (d) Curtailment due to death of Your travelling companion (registered for the Journey with You) during the Journey or if Your travelling companion (registered for the Journey with You) is being confined to a Hospital due to bodily Injury or Illness.
- (e) **Curtailment** due to **Your Home** becoming uninhabitable following fire, storm or flood or similar natural disasters like earthquake, hurricane or tornado.
- (f) Curtailment due to Hijacking of Scheduled Carriers or Public Transport Services.
- (g) **Curtailment** due to strike or natural disasters like earthquake, hurricane or tornado, which prevent **You** from continuing **Your** scheduled **Trip**.

We will not pay for the any event which is arising from Covid-19.

12.1.2 Travel Curtailment - due to Covid-19

Reimbursement up to the amount of **Your** selected plan stated in the Table of Coverages in the event of the following subject to the result on **Covid-19** Test (Reverse Transcription Polymerase Chain Reaction (RT-PCR)) or any approved clinical test by the Ministry of Health that has been certified by a **Physician** to be positive:

- (a) **Curtailment** due to **You** are being diagnosed with **Covid-19** and certified by **Medical Practitioner** that **You** are unfit to continue with **Your Journey**. We will not pay for any circumstances regarding **Covid-19** if You are not **Fully Vaccinated**.
- (b) Curtailment due to death or Hospitalization of Your Immediate Family member remaining in Your Home Territory due to Covid-19.
- (c) Curtailment due to death or Hospitalization of Your travelling companion (registered for the Journey with You) due to Covid-19 during the Journey.

We will not pay for :-

- (a) any circumstances regarding Covid-19 if You are not Fully Vaccinated (applicable to event (a) only)
- (b) the cost of RT-PCR (Reverse Transcription Polymerase Chain Reaction) test and medical report.

Insured person age above 70 years old (Senior) is not entitled to Section 12.1.2 Travel Curtailment - due to Covid-19.

You can only claim under either Section 12.1.1 or 12.1.2 for any one event.

Under Section 12.1.1 to 12.1.2, We will not pay for the following:

- 1. Any event which is the result of:
 - (a) Your failure to obtain the required passport or visa,
 - (b) Border closure, quarantine, any government requirement, order, advisories, regulation or act,
 - (c) delay caused by Carriers or re-scheduling in Your Home territory or the delayed departure at any point in or outside Your Home territory during the Journey if You choose to abandon the Trip,
 - (d) act, delay or amendment of the booked itinerary or failure in the provision of any part of the booked **Trip** including error, omission or default by the transport or accommodation provider or their agent or any person acting as **Your** agent of any service forming part of the booked holiday or accommodation as **We**ll as of the agent or **Tour Operator** through whom the holiday or accommodation was booked,
 - (e) You arranging Your Journey through an unlicensed Travel Agent,
 - (f) Your failure to notify Travel Agent/Tour Operator or provider of transport or accommodation immediately upon finding it necessary to cancel the travel arrangements,
 - (g) Your business, financial circumstances or contractual obligation or those of Your travelling companion (registered for the **Journey** with **You**),
 - (h) Your disinclination to travel or Your loss of enjoyment of the Journey, change of mind or fear of traveling,
 - (i) Weather conditions other than severe **We**ather conditions in **Your Home Territory**, which prevent **You** from getting to the airport or port in time to catch **Your** flight or ship.

12.2 Travel Disruption

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages per Trip for irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of those parts that are cancelled if any part of the planned Trip is cancelled due to below reason(s), but You still continue with the rest of the Trip:

- (a) Natural Disasters;
- (b) Strike, Riot or Civil Commotion resulting in cancellation of **Scheduled Carrier** services or in a relevant government warning against non-essential travel;
- (c) Major industrial Accident;
- (d) Any event leading to airspace or multiple airport closures.

We will not pay for the following:

- (a) Changes in plans by You or Your travelling companion (registered for the Journey with You) for any reason;
- (b) Financial circumstances of Yours or Your travelling companion (registered for the Journey with You);
- (c) Any business, financial or contractual obligations of **Your**s or **Your** travelling companion (registered for the **Journey** with **You**);
- (d) Financial Default by the person, agency, airline or Tour Operator with whom You made Your travel arrangements;
- (e) Any loss that is covered by any other existing insurance scheme, government programme or which will be paid or refunded by a hotel, **Carrier** or **Travel Agent** or any other provider of travel and/or accommodation;
- (f) Government regulation, act or prohibition;
- (g) Delay or amendment of the booked itinerary, or failure in provision of any part of the booked **Journey** (including error, omission, or default) by the provider of any service forming part of the booked **Journey** as well as of the agent or **Tour Operator** through whom the **Journey** was booked;
- (h) Your failure to notify Travel Agent/ Tour Operator or provider of transport or accommodation immediately upon finding it necessary to change or skip a part of Your travel arrangement;
- (i) Epidemic or pandemic as declared by the World Health Organization;

SECTION 13 - TRAVEL DELAY

We will pay the amount of Your selected plan stated in the Table of Coverages per Trip for each consecutive 6 hours delay and up to the amount of Your selected plan stated in the Table of Benefits per Trip as compensation if the Scheduled Carrier on which You booked is delayed for at least 6 hours at any single destination stop (including transit) from the time specified in the Carrier or Tour Operator travel itinerary during Your Journey.

The coverage under this Section only applies to **Scheduled Carriers**, which **You** had duly confirmed according to the **Carrier** rules and regulations. **You** must provide **Your** flight/travel booking itinerary and 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 and the reason for the delay.

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

- (a) Your failure to check in at the airport, station or port according to the travel itinerary given to You.
- (b) Your late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to strike or industrial action).
- (c) misconnection due to delay at any single destination stop (including transit).
- (d) Your failure to obtain a written confirmation from the airline, railway or shipping line or their handling agents showing the scheduled departure time and the actual departure time of the flight, Journey or sailing and the reason for the delay.

- (e) travel delay arising from strike or industrial action which commences or is announced before purchase of the insurance.
- (f) failure of **Public Transport Services** arising from strike or industrial action which commences or is announced before the date of departure from **Your Home**.

This section does not apply if the insurance is purchased after the departure time for Your flight has been rescheduled.

SECTION 14 - MISSED DEPARTURE

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for additional accommodation and travel expenses necessarily and reasonably incurred in reaching Your travel destination in Overseas or returning to the Home Territory as a result of failure of Public Transport Services to get You to the departure port, airport or train station as stated in Your ticket.

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

- (a) Your failure other than failure of the Public Transport Services to check in at the airport, station or port to the travel itinerary given to You.
- (b) late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to failure of the **Public Transport Services**).
- (c) misconnection of any Carrier due to delays at any single destination point.
- (d) failure of **Public Transport Services** arising from strike or industrial action which commences or is announced before the date of departure from **Your Home**.

SECTION 15 - TRAVEL MISCONNECTION

We will pay the amount of Your selected plan stated in the Table of Coverages per Trip if You miss the confirmed onward connecting Scheduled Carriers at the transfer point due to the late arrival of Your incoming connecting Scheduled Carriers, and if there is no alternative onward transportation being made available to You for at least 6 hours of the actual arrival time of Your incoming Scheduled Carriers.

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

SECTION 16 - OVERBOOKED FLIGHT

We will pay the amount of Your selected plan stated in the Table of Coverages compensation per Trip, as a result of You being denied boarding of an aircraft on a commercial scheduled flight due to over-booking, and no alternative transportation is made available to You for at least 6 hours of the scheduled departure time of such flight.

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

SECTION 17 - PERSONAL LIABILITY

We will indemnify You up to the amount of Your selected plan stated in the Table of Coverages inclusive of claimant's costs and expenses for which You are legally liable to pay as Damages a result of:

- (a) accidental Injury including death, Illness or disease (exclude Covid-19) to third party,
- (b) accidental loss of or **damage** to property of any third party, which does not belong to and is neither in the charge or under the control of **You** or any family member,

occurring within the Geographical Area during the Period of Insurance.

We will also pay for Your Defence Costs and Expenses that You have incurred with Our approval in writing, in the defence or settlement of such claim under the Policy.

Provided always that the amount indemnified hereunder inclusive of all claimants costs and expenses and Your Defence Costs and Expenses shall not exceed the amount stated of Your selected plan during the Period of Insurance.

In the event of **Your** death, **We** will indemnify **Your** legal personal representative in the terms of and subject to the terms, conditions, exclusions of this Section, provided they shall as though they are the **Insured person** observe, fulfil and be subject to the terms, conditions and exclusions of this Section insofar as they can apply.

For each Insured person We will not pay for:

- 1. Any liability for loss of or damage to property or Injury, Illness or disease (exclude Covid-19):
 - (a) suffered by anyone under the Contract of Service with **You** or family member and arising out of the work they are employed to do.
 - (b) to any family member.
 - (c) arising out of any deliberate act or omission.

- (d) any wilful, malicious or unlawful act by You or family member.
- (e) arising out of Your own employment, profession, trade or business or that of any family member.
- (f) arising from **Your** ownership, care, custody or control of any animal.
- (g) which indemnity is provided under any insurance assumed by **You** by agreement which would not have attached in the absence of such agreement.
- 2. Compensation or other costs arising from **Accidents** involving:
 - (a) any land or building or the use thereof by or on **Your** behalf other than **Your** temporary **Journey** accommodation that does not belong to **You** or any family member.
 - (b) property belonging to or held in trust by or in the charge or control of **You** or any family member.
 - (c) mechanically propelled vehicles and any trailers attached.
 - (d) aircraft, motorized waterborne craft or yacht.
 - (e) firearms.
- 3. Compensation for **Damages** involving:
 - (a) judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
 - (b) costs and expenses of litigation by any claimant which are not incurred in and recoverable in Malaysia.
- 4. Fines, penalties, punitive, liquidated or exemplary Damages.
- 5. Liability of whatsoever nature for loss, damage or loss of use of property caused by seepage, pollution or contamination.
- 6. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.
- 7. Any claim (either past, present or future) arising from the condition known as LATEX PROTEIN TOXIC SYNDROME or any similar medical condition or allergic reaction caused by the exposure of the skin to latex or products or by the inhalation of latex dust.
- 8. Any pure financial losses.

SECTION 18 - ADDITIONAL COSTS OF RENTAL CAR COVER

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for:

- (a) additional costs of **Rental Car** if **You** are unable to return a hired car or campervan from a licensed rental agency to the nearest hire depot due to **Your Injury** or **Illness** (exclude **Covid-19**) which requires **Hospitalization**.
- (b) any excess or deductible under **Your** rental vehicle motor insurance policy which **You** become legally liable to pay in respect of loss or damage caused by an **Accident** to the rental vehicle during **Your Trip**.

The coverage under this Section only applies if You are liable for the cost under the rental car agreement.

For each Insured person, We will not pay for:

- 1. Any event which is a result of
 - (a) Your failure to comply with all the requirements of the rental agreement.
 - (b) You taking part in or practicing for speed or time trials of any kind.
 - (c) You being not fully licensed to drive the vehicle.

SECTION 19 - TRAVEL AGENT'S INSOLVENCY COVER

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for loss of irrecoverable travel deposits/travel package payment paid in advance in the event that before the departure date of Your booked Trip, the Travel Agent from where You purchased Your air tickets or tour packages is unable to honour their agreement to provide the air tickets or tour packages as a result of total cessation of the business including insolvency or abscondment.

We will not pay for the following:

- 1. Any losses:
 - (a) Abscondment or insolvency of any travel agency, tour organizer or other parties other than the **Travel Agent** from which **You** purchased **Your** air ticket or tour package.
 - (b) Caused directly or indirectly by any government requirement, regulation or act.
 - (c) Deposits which will be refunded by a hotel, airline, industry compensation scheme, **Travel Agent** or any other travel services or accommodation.
 - (d) If the insolvency occurred or for which a petition for bankruptcy was filed before the effective date of this benefit.
 - (e) If this insurance is not purchased within 7 days from the time the full payment of the air tickets or tour packages is made.
 - (f) If the abscondment or insolvency of the **Travel Agent** from which **You** purchased **Your** air ticket or tour package has occurred prior to **Your** purchase of this insurance.

SECTION 20 - FRAUDULENT USE OF CREDIT CARD(S)

We will pay up to the amount of Your selected plan stated in the Table of Coverages if You suffers financial Loss as a direct result of fraudulent use of Your credit card(s) following loss or Theft during Your Trip subject to below conditions:

- (a) The loss or **Theft** must be reported to either the police or relevant authority having jurisdiction where the loss or **Theft** occurred and **Your** credit card issuing company within twenty-four (24) hours of the discovery of such loss. Any claim must be accompanied by report issued by police and the card company(s) evidencing the loss.
- (b) in the event **You** become entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** will only be liable for the excess of the amount recoverable from such other source or insurance;
- (c) You must take every possible safeguard to ensure the security of Your credit, charge or bankers card(s);

SECTION 21 - HOME CARE

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for physical loss or damage caused by fire or Burglary to the Home Contents, Valuables and/or stamp, coin, medal collections, works of art inside Your Home which is left vacant during the Period of Insurance, but only after Your commencement of Your Journey.

In the event of loss or damage to any property insured forming part of a pair or set, Our liability shall not exceed a proportionate part of the value on the pair or set. We shall not be liable for more than RM500 in respect of every single item, article, pair or set of articles.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

We will not pay for the following:

- a) Any loss or damage occasioned through Your willful act or any one in connivance with You and/or Your family member residing with You in Your Home.
- b) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto of any Public Municipal or Local Authority of Your Home Territory or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combusting or by its undergoing any heating or drying process.

SECTION 22 - GOLFERS COVER

22.1 Hole-in-One

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for the Celebration Expenses incurred as a result You score a Hole-in-One as defined in St. Andrew's Golf Rules subject to any claims for reimbursement must be accompanied by a copy of the certificate for the Hole-in-One issued by the club and original receipts supporting the Celebration Expenses.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

22.2 Unused Golf Green Fees

We will reimburse up to the amount of Your selected plan stated in the Table of Coverages for any non-refundable, prepaid and unused green fees if You are prevented from playing golf as a result of Your Injury or Illness (exclude Covid-19).

A copy of a medical report from the **Physician** substantiating the **Injury** or **Illness** (exclude **Covid-19**) and confirming **Your** inability to play golf as a result of such **Injury** or **Illness** (exclude **Covid-19**) during the period for which the indemnity is being claimed must be submitted to **Us**.

In the event **You** are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, **We** shall only be liable for the excess of the amount recoverable from such other source or insurance.

You can only claim under either 22.1 Hole-in-One or 22.2 Unused Golf Green Fees, for any one event.

SECTION 23 - PET CARE

We will pay for the additional costs incurred in pet hotel charges up to the amount of Your selected plan stated in the Table of Coverages for which You are liable under the pet hotel agreement in the event You are unable to return in time from Your Trip to collect Your pet as a result of the following:-

- (i) You suffer an Injury or Illness (exclude Covid-19) which requires Hospital Confinement; or
- (ii) A delay of the **Scheduled Carrier** on which **You** are travelling. **We** will not pay if the delay of the **Scheduled Carrier** was made known to **You** or was informed publicly prior to the purchase of this policy.

SECTION 24 - TRAUMA CARE

24.1 Hijacking Inconvenience

We will pay the amount of Your selected plan stated in the Table of Coverages for each full 24 hours delay up to the amount stated as cash benefit if the Scheduled Carrier or Public Transport Services that You are travelling during Your Trip Overseas is Hijacked.

24.2 Compassionate Allowance Due To Kidnap

We will pay the amount of Your selected plan stated in the Table of Coverages for necessary expenses incurred by Your family to recover You from Kidnapping which occurs during Your Trip. The payment of Death coverage after one (1) year from the date of incident is subject only upon verification and confirmation by the police of the non-recovery of the Insured person.

We will not pay for the following:

- (a) Kidnap event as a result of Your fraudulent, dishonest or criminal acts; and/or
- (b) Failure of **You** or any member of **Your** family to comply with the relevant Kidnapping Act and/or policies and unwilling to cooperate with the relevant authorities in Malaysia.

24.3 Trauma Counselling

We will pay the amount of Your selected plan stated in the Table of Coverages for expenses incurred on trauma counselling session if You suffer trauma as a result You being the victim in Hijacked incident or You being Kidnap during Your Trip provided a valid claim is payable under 24.1 Hijacking Inconvenience and 24.2 Compassionate Allowance Due To Kidnap.

SECTION 25 - TOKIO MARINE TRAVEL ASSISTANCE SERVICES

We have arranged for International Medical Assistance and Travel Assistance services to be provided through TOKIO MARINE TRAVEL ASSISTANCE which shall assist the Insured Person to coordinate and organize in an emergency abroad. To activate the services, kindly contact TOKIO MARINE TRAVEL ASSISTANCE - 24 hours emergency telephone number 603-7628 3877 or 603-7841 5770 and give Our dedicated call centre the necessary information.

1. Emergency Medical Evacuation

Where TOKIO MARINE TRAVEL ASSISTANCE'S Company doctor in consultation with local attending Physician determines that in the event of a Medical Emergency and You being hospitalized at a local medical facility that is inadequate, TOKIO MARINE TRAVEL ASSISTANCE shall organize and arrange for Your medical evacuation to the nearest adequate medical facility, and to be under constant competent medical supervision.

Dispatch of **Physician** - If it is determined by the **TOKIO MARINE TRAVEL ASSISTANCE'S** Company Doctor that a **Physician** is required on site, **TOKIO MARINE TRAVEL ASSISTANCE** shall make such necessary arrangement. All cost incurred in such arrangement, including but not limited to the **Physician's** fee and transportation fee.

2. Emergency Medical Repatriation

If TOKIO MARINE TRAVEL ASSISTANCE'S Company doctor, in consultation with the local attending Physician, determines that following stabilization of Your medical condition, treatment should continue at a medical facility closest to Your Home, TOKIO MARINE TRAVEL ASSISTANCE shall organize and arrange for Your repatriation under constant competent medical supervision.

3. Compassionate Care

While You are travelling outside Malaysia alone and require Hospitalization services and such services are expected to last more than seven (7) consecutive days and TOKIO MARINE TRAVEL ASSISTANCE at its sole discretion determines that it is Medically Necessary for a friend or relative of the Insured Person in question to be by the Insured Person's bedside provided that no travel companion is with Insured Person, TOKIO MARINE TRAVEL ASSISTANCE will arrange for transportation and hotel room for a friend/relative to visit Insured Person.

4. Repatriation of Dependent Child traveling with Insured Person

In the event that the Insured Person is hospitalized outside Malaysia, and Your medical condition prevents You from taking care of Your Dependent child and no Immediate Family member is available to take adequate care of them, TOKIO MARINE TRAVEL ASSISTANCE will arrange for transportation for the Dependent child to the Insured Person's Home and if an escort is required, TOKIO MARINE TRAVEL ASSISTANCE will also make such arrangement whenever necessary.

5. Repatriation of Mortal Remains or Overseas Burial / Cremation

If the Insured Person dies from an Illness (exclude Covid-19) or an Accident whilst outside Malaysia, TOKIO MARINE TRAVEL ASSISTANCE or its authorized representative will organize for the return of body or remains of the Insured Person to his or her Home or as approved by the Insured Person's family for local burial/cremation at the place of death.

6. Medical Monitoring

In respect of any Insured Person who is hospitalized, TOKIO MARINE TRAVEL ASSISTANCE shall monitor the Insured Person's medical condition from time to time (until the Insured Person is discharged from Hospital) and shall, subject to the prior written consent of the Insured Person, keep Your employer / family informed of Your medical condition.

7. Dispatch of Essential Medication / Medical Equipment Not Available Locally

If **TOKIO MARINE TRAVEL ASSISTANCE'S** Company Doctor in consultation with the local attending **Physician** determines that specific medical equipment or medication which are not then generally available in the location in question is medically necessary, **TOKIO MARINE TRAVEL ASSISTANCE** will organize for the dispatch of such necessary equipment or medication, provided that local rules and regulations allow such a dispatch.

8. Medical Practitioner Referral

TOKIO MARINE TRAVEL ASSISTANCE shall provide pre-trip referral information on countries and regions to be visited by **Insured Person** including doctors and addresses and phone number of participating hospitals.

9. Tele-Medical Consultation

When any medical advice is requested during the period where You are traveling, TOKIO MARINE TRAVEL ASSISTANCE shall arrange for immediate assistance and advice to be given by TOKIO MARINE TRAVEL ASSISTANCE'S Company Doctor or external Physicians/ medical professionals who are qualified and licensed to give such medical advice. The tele-medical consultation provided by TOKIO MARINE TRAVEL ASSISTANCE'S Company Doctor or the external Physicians/medical professionals shall be regarded as providing personal advice only and shall not be construed as a medical diagnosis under any circumstances howsoever.

10. Arrangement of Translator

In the event the **Insured Person** requires a translator to translate documents or assist the **Insured Person** to do police report, **TOKIO MARINE TRAVEL ASSISTANCE** shall make such necessary arrangement.

11. Additional Services

The following services are purely on referral or arrangement basis only. **Insured person** is responsible for any third party expenses.

- Emergency travel assistance
- Visa and inoculation requirements for foreign countries
- · Weather and temperatures for foreign countries
- Exchange rates of major currencies for foreign countries
- · Referral to Address, telephone number and opening hours of the nearest appropriate consulate and embassy.
- Lost luggage assistance
- Replacement of lost or stolen travel documents
- Legal referral
- Interpreter Assistance
- Bail Bond Assistance
- · Transfer of emergency fund

Limitations

TOKIO MARINE TRAVEL ASSISTANCE and TMIM cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond their control including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit TOKIO MARINE TRAVEL ASSISTANCE from rendering such services.

Subrogation and Subsidiary

- (a) It is noted and agreed that the primary purpose of this Section is the provision of services to You when involved in a medical emergency. If the services and benefits provided by TOKIO MARINE TRAVEL ASSISTANCE are covered in whole or in part by any other insurance policy or other health plans, TMIM shall only be responsible for its rateable proportion of the cost of such services and benefits.
- (b) Any portion of **Your** travel ticket, which is unused following the provision of services, is to be surrendered to **TMIM**.
- (c) TMIM may at any time and at their own expenses and without prejudice to this Section take proceedings in Your name to obtain compensation or secure an indemnity from any third party in respect of any loss or Injury giving rise to the provision of services under this Section.

Conditions

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

Exceptions

The following circumstances are excluded under the Policy and the cost of rendering emergency assistance services will not be borne by TMIM.

- (a) The provision of services which are not specified in this Section.
- (b) Services rendered without the authorization and/or intervention of TOKIO MARINE TRAVEL ASSISTANCE
- (c) Services made by any party other than **TOKIO MARINE TRAVEL ASSISTANCE** for which no charge is usually made.
- (d) Medical treatment administered by relatives whether qualified or not.
- (e) Costs that would have been payable if the event giving rise to the intervention of TOKIO MARINE TRAVEL ASSISTANCE had not occurred.
- (f) Any expense more specifically covered under any insurance policy.
- (g) Cases of minor Illness or Injury which in the opinion of the TOKIO MARINE TRAVEL ASSISTANCE'S Company Doctor can be adequately treated locally and which do not prevent You from continuing Your travel or work.
- (h) Expenses incurred where in the opinion of the **TOKIO MARINE TRAVEL ASSISTANCE**'S Company Doctor, **You** are physically able to return to the **Home Territory** sitting as a normal passenger and without medical escort.
- (i) Any circumstances set out in the 'General Exclusions', which apply to the whole policy.

Disclaimer

TOKIO MARINE TRAVEL ASSISTANCE and the professionals to whom the beneficiaries are referred by TOKIO MARINE TRAVEL ASSISTANCE are to be responsible for their own acts and are not employees, agents or servants of TMIM. TMIM shall not be responsible for any act or failure to action on the part of TOKIO MARINE TRAVEL ASSISTANCE and their professionals such as, and not limited to, Physicians, Hospitals and clinics.

SECTION 26 - EXTREME ACTIVITIES (OPTIONAL COVER)

We will extend all the coverages of this policy as stated in the Table of coverages that give rise to the claims as a result of an Accident or Illness sustained whilst You participating in Extreme Activities during Your Trip.

This is an optional cover and is only applicable if You have paid an additional Premium for this extension.

Eligibility:

- Individual Plan: Insured Person age from 18 to 70 years old.
- Family Plan: Insured Person age from 30 days to 70 years old

Extreme Activities are limited to below activities only on an amateur basis and for leisure purpose with a licensed operator during **Your Journey**:

- Winter Sports activities Skiing, Sledding, Snowmobiling, Ice Skating, Snowboarding, Snow Tubing, Snow Bubble Ball, Fatbike, Snow Shoeing, Snow Buggy & Snow Rafting.
- Aerial activities Bungee jumping, Hang-gliding, Parachuting, Paragliding & Sky diving
- Water Sports activities Parasailing, Jet skiing, canoeing & Rafting (Class 1 to 3) not including white water rapids rafting.

We will not pay for the following:

- (a) if **You** do not exercise reasonable care and fail to comply with all the safety requirements when undertaking the relevant sports activity.
- (b) professional sport activities and competitions of all kind

GENERAL EXCLUSIONS (Applicable to All Sections)

- 1. We will not pay for any deterioration of, or loss of or damage to property, or any legal liability, Injury, Illness, death or expense directly or indirectly, caused by or contributed to, or arising from:
 - (a) war, invasion, acts of foreign enemies, hostilities or war-like operation (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, terrorism, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. For the purpose of this exclusion, We will also not pay for loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
 - (b) riot or civil commotion, lockout or threat of such event.
 - delay, confiscation, detention, nationalization, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country.
 - (d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from combustion of nuclear fuel.
 - (e) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (f) any Weapon of war employing atomic or nuclear or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- 2. We will not pay for:
 - (a) any consequential loss of any kind unless specified in the Policy.
 - (b) any loss due to currency exchanges of any and every description.
 - (c) claims in respect of persons below the age of 30 days and persons above age of 85 years at the time of issuance of Certificate of Insurance.
 - (d) any claims arising from manual work in connection with Your trade, employment and profession.
 - (e) any claims arising from overseas secondment as part of Your occupation.
 - (f) any claims in connection with **Your** involvement in police, naval, military or air force service or operations, law enforcement officer, emergency medical or fire service personnel, civil defense personnel of any country or international authority whether full-time service or as a volunteer.
 - (g) any claims arising from Your duty as Tour Guide or Tour Leader.
 - (h) any payment You would normally have made during Your travel, if nothing had gone wrong.
 - (i) any claims due to Your illegal acts.
- 3. We will not pay for any event, Injury, Illness or loss of or damage due to or which is the result of:
 - (a) You travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
 - (b) medication, which at the time of departure is known to be required or to be continued outside the Home territory.
 - (c) treatment or services provided by a health spa, convalescent or nursing home, quarantine center or any rehabilitation center.
 - (d) You receiving in-patient treatment or are on a waiting list for in-patient treatment.
 - (e) You having received a terminal prognosis.
 - (f) You intend to travel against the advice of a Medical Practitioner or are intending to obtain medical treatment during the Journey.
 - (g) Your suicide or any attempt thereat, self-Injury or wilful exposure to peril (other than in an attempt to save human life).
 - (h) You having HIV (Human Immune Deficiency Virus) and/or any HIV-related Illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
 - (i) You being under the influence of drugs or other substance abuse (other than those prescribed by a registered Medical Practitioner but not when prescribed for the treatment of drug addiction).
 - (j) You being under the influence of alcohol or intoxicating liquor.
 - (k) You participating in a hazardous adventure(s) activities such as but not limited to:
 - i. mountaineering (including mountain trekking) or abseiling or rock climbing necessitating the use of ropes and other climbing equipment;
 - ii. rafting or canoeing involving white water rapids;
 - iii. underwater activities involving the use of any artificial breathing apparatus to a depth of more than 50 meters;
 - iv. flying or other aerial activities, jet skiing, bungee jumping, winter sports activities (except basic or beginner ski/snowboard activity arranged by Tour Operator/Ski Resort Operator at **Your** travel destination for leisure purposes), hang-gliding;
 - v. racing (other than on foot unless it is considered an ultra-marathon or triathlon);
 - vi. motor rallies and competitions;
 - vii. hiking/trekking in remote areas unless with licensed guides
 - viii. professional sport activities and competitions of all kind.
 - (l) You participating in professional sport activities of any kind.
 - (m) any cost of treatment in respect of pregnancy, childbirth, miscarriage, abortion and all related complications unless caused directly or indirectly by **Accident**.
 - (n) Pre-existing Condition
 - (o) cosmetic surgery.
 - (p) non-emergency medical check-ups.
 - (g) failure to obtain required vaccinations before departure.
 - (r) Illness or disorders of a psychological nature, insanity, any anxiety state and/or nervous depressions, mental
 - (s) offshore activities like diving, oil-rigging, mining, aerial photography or handling of explosives.
 - (t) Infectious Disease that is declared as epidemic or pandemic by the applicable health authority in the covered destination or by the World Health Organization unless it specifically mentioned under below sections of the Policy:-
 - Section 3.4: Hospitalization due to Covid-19
 - Section 6.2: Emergency Medical Evacuation due to Serious Medical Condition of Covid-19
 - Section 7.2 : Hospital Allowance due to Covid-19
 - Section 11.1.2: Travel Cancellation due to Covid-19
 - Section 11.2.2 : Travel Postponement due to Covid-19
 - Section 12.1.2: Travel Curtailment due to Covid-19

GENERAL CONDITIONS (Applicable to All Sections)

- 1. You must observe, fulfil and comply with the following conditions in order to have full protection of Your Policy. Our payment of claims for any Accident, Injury, loss, damage or liability happening in the selected Geographical Area during the Period of Insurance is dependent on Your observance of the following:
 - (a) Not to pay any claim, which involves fraud in any way.
 - (b) Taking ordinary and proper care to safeguard against **Accident**, **Injury**, loss or **damage**, as if the insurance was not in force.
 - (c) Reporting in writing to **Us** within 30 days upon return to **Your Home** or after the expiry of this insurance, whichever is earlier, full details of any incident, which may result in a claim under the Policy.
 - (d) Producing the Certificate of Insurance before a claim is admitted.
 - (e) Forwarding to **Us** immediately upon receipt of every writ, summons, documents, legal process or other communication in connection with the claim.
 - (f) Giving all necessary information and assistance that **We** may require at **Your** expense (including where necessary medical certification and details of **Your** household insurance).
 - (g) Not admitting liability or making an offer or promise of payment without **Our** consent.
 - (h) Giving notice within 24 hours to the Police of any loss or Theft or to the Carriers when the loss or damage has occurred in transit. In either case, a report form must be obtained from the Police or Carriers and forwarded to Us.
 - (i) Not abandoning any property to Us.
 - (j) Having sought medical advice on the advisability of taking the **Journey** when **You** have received medical treatment as a **Hospital** in-patient during the 6 months preceding to the **Journey** booking.
 - (k) Not traveling contrary to medical advice or specially to obtain medical treatment.
 - (l) Not having received a terminal prognosis from a registered **Medical Practitioner** prior to the date of issue of the Certificate of Insurance.
 - (m) Not awaiting medical treatment as a Hospital in-patient at the date of issue of the Certificate of Insurance.
 - (n) Suffering from any previously diagnosed anxiety state.
 - (o) No alterations and/or additions to the printed terms and conditions of the Policy are valid unless initialed at **Our** office by an authorized employee of **TMIM**.
- 2. The following are **Our** rights under this Policy:
 - (a) Not paying any claim, which is in any way fraudulent.
 - (b) Not paying any claim if there is any miss-statement made or material fact omitted by **You** or any one acting on behalf of **You** at the time of proposal.
 - (c) Cancel all covers under the Policy immediately if the claim is dishonest or exaggerated in any way and **We** reserve the right to notify the police of any such claim.
 - (d) Take over and deal with in **Your** name, the negotiation, defense or settlement of any claim made under the Policy.
 - (e) Take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under the Policy.
 - (f) Not be liable for the same claim under more than one Tokio Marine Explorer and/or Annual Explorer Policy and/or Certificate of Insurance issued by **TMIM** for the same **Insured person** relating to the same **Journey** or **Trip.**
 - (g) Cancel all benefits provided by the Policy without refund of any premium when a payment is made for cancellation or **Curtailment** of the **Journey**.
 - (h) Only pay a proportion of a claim where there is other insurance in force covering the same risk, and to require details of such other insurance.
 - (i) Request an examination by a Medical Referee appointed by **Us** for a non-fatal **Injury**.
 - (j) Request an autopsy or post-mortem examination in the event of Your death.
 - (k) At Our option, choose to make payment, reinstate or repair the lost or damaged property.
 - (l) Decide if Your medical condition is sufficiently serious to warrant Emergency Medical Evacuation. TMIM or its medical advisers shall also decide the place to which the Insured person shall be evacuated and the means by which the evacuation should be carried out, having regard to all the assessed facts and circumstances of which We are aware at the relevant time.

3. Currency

All benefits and indemnity payable under this Policy are in Ringgit Malaysia (RM).

4. Termination of Insurance

a. Termination by You

If **You** give notice to **Us** to terminate this policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event of premium has been paid for any period beyond the date of termination of this policy, **Our** short period rates shall apply, subject to **Our** minimum premium, provided that no claim has been made during the current **Period of Insurance**. The following scale of short period rates shall apply:

| Period Not Exceeding | Percentage of Annual Rate Charged | Refund of Annual Premium |
|----------------------|-----------------------------------|--------------------------|
| 15 days | 10% | 90% |
| 1 month | 20% | 80% |
| 2 months | 30% | 70% |
| 3 months | 40% | 60% |
| 4 months | 50% | 50% |
| 5 months | 60% | 40% |
| 6 months | 70% | 30% |
| 7 months | 75% | 25% |
| 8 months | 80% | 20% |
| 9 months | 85% | 15% |
| 10 months | 90% | 10% |
| 11 months | 95% | 5% |

b. Termination by Us

We may give notice of termination by registered post to You at Your last known address. Such termination shall become effective seven (7) days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this policy the pro-rate premium shall be refunded to You provided that no claim has been made during the current **Period of Insurance**.

5. Arbitration Clause

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

6. Addition of **Insured Person**

No person added to any group in the Policy shall be covered by this Policy unless such person is specifically named as an **Insured Person** and evidenced by written endorsement to the Policy.

7. Additional Premium

Additional premium will be charged on a pro-rata basis for each additional **Insured Person** included under the Policy after the commencement of the **Period of Insurance** or at the time of renewal of the Policy.

Renewal

Before renewal of the Policy, You must give notice to us of any sickness or physical defect or infirmity of which You have become aware of during the preceding Period of Insurance.

9. Duty of Disclosure

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

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

ENDORSEMENTS AND CLAUSES (Attaching To and Forming Part of this Policy)

CASH BEFORE COVER

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

DATE RECOGNITION CLAUSE

- We will not pay for any loss or damage including loss of use with or without physical damage, Injury (including bodily Injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether Your property or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 - (a) Correctly recognize any date as its true calendar date;
 - (b) Capture, save, retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 - (c) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- 2. It is further understood that **We** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in 1.
- 3. We will also not pay for the loss or damage including loss of use with or without physical damage, Injury (including bodily Injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in 1 above.
- 4. We will also not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in 1 above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, Injury (including bodily Injury), expenses or any consequential loss referred to in 1, 2, 3 or 4 above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

POLICY INTERPRETATION CLAUSE

If there are any dispute pertaining to the interpretation, application or construction of this Policy, it shall be resolved and filed in a court where this Policy is issued; and the law applicable to resolution of such dispute shall be the law of the country in which this Policy is issued.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Policy:

- a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or **damage** resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or **damage**.

Subject otherwise to the terms, conditions and exceptions of the Policy.

TERRORISM EXTENSION ENDORSEMENT

Notwithstanding the Terrorism exclusion stated in the General Exclusions of the Policy, this Policy is hereby extended to cover death or bodily **Injury** sustained by the **Insured person/You** which is caused by or occasioned by or through any **Act of Terrorism** as defined in the Policy, provided always that:-

- a. This Policy does not cover any Death or bodily Injury, which is in any way caused by or contributed to by Radioactivity loss, damage or liability which involves: Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment, chemical and biological pollution or contamination whether arising directly or indirectly, other than if caused by an **Act of Terrorism**.
- b. The Insured person/You is/are not directly or indirectly participating in such activities.

In any action, suit or other proceeding where **We** allege that by reason of the provisions of this endorsement any claim is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured person/You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

It is further declared that **Our** maximum aggregate limit of liability is RM20,000,000 per event. If the total sum payable anyone event exceeds the maximum aggregate limit, **We** shall settle the claim for each **Insured person** on a proportionate basis.

Subject otherwise to the terms and conditions of the Policy.

DISAPPEARANCE CLAUSE

It is understood and agreed that if the body of the **Insured person** has not been found within twelve (12) months after the date of disappearance, crashing, sinking or wrecking of the vehicle in which he was traveling or riding at the time of such **Accident** covered by this Policy and **We** having examined all evidence available shall have no reason to suppose other than that an **Accident** has occurred and that a Court of Law has pronounced such **Insured person** to be missing and legally found dead, then the disappearance shall be considered to constitute a death claim under this Policy.

If at any time after the payment has been made by **Us**, the **Insured person** is found to be living, any sums paid by **Us** in settlement of the claim, shall be refunded to **Us**.

Subject otherwise to the terms, conditions and exclusions of this Policy.

EXPOSURE CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that if as a result of an **Accident** covered by this Policy the **Insured person** is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Policy, such specific loss will be covered under this Policy.

In the event of death of the **Insured person** caused by exposure to the elements, this death shall be covered under this Policy provided that this death is subject to a properly constituted Judicial Body of Enquiry by which it is found that the **Insured person** died of exposure as a result of an **Accident**.

Subject otherwise to the terms, conditions and exclusions of this Policy.

NOMINATION CLAUSE

It is hereby declared and agreed that the Nominee appearing in the Certificate of Insurance has been nominated in accordance with Schedule 10 of the Financial Services Act 2013. The contact/policy owner is required to complete the nomination form together with the name and signature of the witness, and submit the form to **Us** in order to have a valid nomination. Failure to complete the nomination form, **We** shall pay the policy moneys to the lawful executor or administrator of the estate accordingly.

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary of this policy, **We** agree to exclude any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto unless it specifically mentioned under below Sections of the policy.

- Section 3.4: Hospitalization due to Covid-19
- Section 6.2: Emergency Medical Evacuation due to Serious Medical Condition of Covid-19
- Section 7.2: Hospital Allowance due to Covid-19
- Section 11.1.2: Travel Cancellation due to Covid-19
- Section 11.2.2 : Travel Postponement due to Covid-19
- Section 12.1.2 : Travel Curtailment due to Covid-19

Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

NOTICE TO ALL POLICYHOLDER

(Regarding Financial Mediation Bureau and Customer Services Bureau)

The following bureaus are authorized to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at:

i. Financial Markets Ombudsman Service

(formerly known as Ombudsman for Financial Services) Company No: 200401025885 Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur

General Line: +603 2272 2811 Website: www.fmos.org.my

ii.BNMTELELINK OR BNMLINK

Telephone: 1-300-88-5465 (LINK)

Facsimile: 03-2174 1515 Email: bnmtelelink@bnm.gov.my

Address: BNMTELELINK

Corporate Communications Department

Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur

PXA50523

Website: www.insuranceinfo.com.my

IMPORTANT NOTICE

- 1) You shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with Your wishes, advice shall be given to Us immediately and the Policy returned for attention.
- 2) If **You** require the Bahasa Malaysia version, please refer to **Your** insurance intermediary or contact **Us** directly for a copy.
- 3) The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tokio Marine Insurans (Malaysia) Berhad or PIDM (visit www.pidm.gov.my).

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| | | MAX SUM INSURED (RM) | | |
|---------------|---|----------------------|-----------|---------|
| SECTION | COVERAGES | INDIVIDUAL PLAN | | |
| | | P500 | P325 | P100 |
| I. TRAVEL ACC | CIDENT AND MEDICAL COVERAGES | • | | |
| SECTION 1 | PERSONAL ACCIDENT | | | |
| 1.1 | Accidental Death and/or Permanent Disablement | | | |
| | Per Adult/Senior | 500,000 | 325,000 | 100,000 |
| 1.2 | Child Education Fund | | | |
| | • Per Event | 10,000 | 7,500 | - |
| SECTION 2 | REPATRIATION OF MORTAL REMAIN OR OVERSEAS | | | |
| | BURIAL/CREMATION | | | |
| | Per Adult/Senior | As Charged | 8,000 | 4,000 |
| SECTION 3 | MEDICAL AND RELATED EXPENSES | | | |
| | Per Adult/Child | 1,000,000 | 750,000 | 100,000 |
| | The following are subject to overall SECTION 3 limit: | | | |
| 3.1 | Medical Expenses | | | |
| | Per Adult/Senior | Covered | Covered | Covered |
| 3.2 | Alternative Medicine | | | |
| | Per Adult/Senior | 1,000 | 1,000 | - |
| 3.3 | Follow-Up Treatment | | | |
| | Per Adult/Senior | 50,000 | 30,000 | 5,000 |
| | Alternative Medicine sub-limit | 1,000 | 1,000 | - |
| 3.4 | Hospitalization due to Covid-19 | | | |
| | Per Adult | 500,000 | 300,000 | 100,000 |
| SECTION 4 | COMPASSIONATE CARE | | | |
| | Per Adult/Senior | 10,000 | 5,000 | 5,000 |
| | (only can claim 4.1 or 4.2 in anyone event) | | | |
| 4.1 | Compassionate Care - due to Hospitalization of the Insured Person | Covered | Covered | Covered |
| 4.2 | Compassionate Care - due to death of the Insured Person | Covered | Covered | Covered |
| SECTION 5 | CHILD CARE | | | |
| | • Per Event | 10,000 | 5,000 | - |
| SECTION 6 | EMERGENCY MEDICAL EVACUATION | | | |
| | (only can claim 6.1 or 6.2 in anyone event) | | | |
| 6.1 | Emergency Medical Evacuation - due to Serious Medical Condition | | | |
| | Per Adult/Senior | As Charged | 1,000,000 | 200,000 |
| 6.2 | Emergency Medical Evacuation - due to Serious Medical Condition | | | |
| | of Covid-19 | | 1200 | |
| 656510\\ 7 | Per Adult | 200,000 | 100,000 | 50,000 |
| SECTION 7 | HOSPITAL ALLOWANCE | .50 | | |
| | (only can claim 7.1 or 7.2 in anyone event) | 3/ | | |
| 7.1 | Hospital Allowance - due to bodily injury or illness | | 4 | |
| | Per Adult/Senior | 15,000 | 10,500 | - |
| | Per day limit (up to 30 days) | 500 | 350 | - |
| 7.2 | Hospital Allowance - due to Covid-19 | 42.000 | 0.000 | |
| | • Per Adult | 12,000 | 9,000 | - |
| | Per day limit (up to 30 days) | 400 | 300 | - |

| | | MAX SUM INSURED (RM) | | |
|----------------|---|----------------------|------------|------------|
| SECTION | COVERAGES | INDIVIDUAL PLAN | | |
| | | P500 | P325 | P100 |
| II. TRAVEL INC | CONVENIENCES COVERAGES | | | |
| SECTION 8 | PERSONAL LUGGAGE AND PERSONAL EFFECTS | | | |
| | Per Adult/Senior | 8,000 | 5,000 | 1,500 |
| | Sub-limit:- • per single item, article, pair or set of articles • per luggage | 500 300 | 500 300 | 500 300 |
| | Smart Device(s) and/or mobile phone | 1,000 | 500 | 500 |
| | Golf Equipment(s) | 1,000 | 500 | 500 |
| SECTION 9 | LUGGAGE DELAY | | | |
| | Per Adult/Senior | 800 | 600 | 400 |
| | Each 6 consecutive hours (Overseas) | 200 | 150 | 100 |
| SECTION 10 | PERSONAL MONEY AND TRAVEL DOCUMENTS | | | |
| | Per Adult/Senior | 7,500 | 5,000 | 1,500 |
| | The following are subject to overall SECTION 10 limit: | | | |
| 10.1 | Personal Money | 750 | 750 | - |
| 10.2 | Travel Documents | Covered | Covered | 1,500 |
| SECTION 11 | TRAVEL CANCELLATION OR POSTPONEMENT | | | |
| | (only can claim 11.1 or 11.2 in anyone event) | | | |
| 11.1 | Travel Cancellation | | | |
| | (only can claim 11.1.1 or 11.1.2 in anyone event) | | | |
| 11.1.1 | Travel Cancellation - due to Non Covid-19 Related Events | | | |
| | Per Adult/Senior | As Charged | 25,000 | - |
| 11.1.2 | Travel Cancellation - due to Covid-19 | | | |
| | • Per Adult | 25,000 | 15,000 | - |
| 11.2 | Travel Postponement | | | |
| | (only can claim 11.2.1 or 11.2.2 in anyone event) | | | |
| 11.2.1 | Travel Postponement - due to Non Covid-19 Related Events | | | |
| | Per Adult/Senior | As Charged | 25,000 | - |
| 11.2.2 | Travel Postponement - due to Covid-19 | | ŕ | |
| | • Per Adult | 25,000 | 15,000 | - |
| SECTION 12 | TRAVEL CURTAILMENT OR DISRUPTION | , | | |
| 12.1 | Travel Curtailment | | | |
| | (only can claim 12.1.1 or 12.1.2 in anyone event) | | 250 | 2000 |
| 12.1.1 | Travel Curtailment - due to Non Covid-19 Related Events | | | |
| | Per Adult/Senior | As Charged | 25,000 | _ |
| 12.1.2 | Travel Curtailment - due to Covid-19 | 5-2 | | |
| | • Per Adult | 25,000 | 15,000 | - |
| | | , | | |
| | The following are subject to overall SECTION 12.1.1 limit: | | | |
| 12.2 | Travel Disruption | Covered | Covered | - |

| | | MAX SU | MAX SUM INSURED (RM) | | |
|----------------|--|---|----------------------|-------|--|
| SECTION | COVERAGES | INDI | INDIVIDUAL PLAN | | |
| | | P500 | P325 | P100 | |
| SECTION 13 | TRAVEL DELAY | | | | |
| | Per Adult/Senior | 3,600 | 2,700 | 1,500 | |
| | Each 6 consecutive hours | 200 | 150 | 100 | |
| SECTION 14 | MISSED DEPARTURE | | | | |
| | Per Adult/Senior | 1,000 | 1,000 | - | |
| SECTION 15 | TRAVEL MISCONNECTION | | | | |
| | Per Adult/Senior | 600 | 600 | - | |
| | Each 6 consecutive hours | 200 | 200 | - | |
| SECTION 16 | OVERBOOKED FLIGHT | | | | |
| | Per Adult/Senior (exceeding 6 hours) | 250 | 200 | - | |
| SECTION 17 | PERSONAL LIABILITY | | | | |
| | Per Adult/Senior | 1,500,000 | 1,000,000 | - | |
| SECTION 18 | ADDITIONAL COSTS OF RENTAL CAR COVER | , , | , , | | |
| | • Per Event | 1,000 | 1,000 | _ | |
| SECTION 19 | TRAVEL AGENT'S INSOLVENCY COVER | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | , | | |
| | Per Adult/Senior | 3,000 | 3,000 | _ | |
| | Per Travel Agent | 3,000,000 | 3,000,000 | _ | |
| SECTION 20 | FRAUDULENT USE OF CREDIT CARD(S) | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | |
| | • Per Event | 5,000 | 1,000 | - | |
| III. LIFESTYLE | | , | , | | |
| SECTION 21 | HOME CARE | | | | |
| | Per Event | 1,500 | 1,000 | - | |
| SECTION 22 | GOLFERS COVERAGES | | | | |
| | Per Adult/Senior | 1,000 | - | - | |
| | (only can claim 22.1 or 22.2 in anyone event) | , | | | |
| 22.1 | Hole-in-One | Covered | - | - | |
| 22.2 | Unused Golf Green Fees | Covered | - | - | |
| SECTION 23 | PET CARE | | | | |
| | Per Event | 1,000 | 50 | _ | |
| | Each 6 consecutive hours | 50 | 50 | _ | |
| SECTION 24 | TRAUMA CARE | | | | |
| | Per Adult/Senior | 11,400 | 9,400 | - | |
| | The following are subject to overall SECTION 24 limit: | · | | | |
| 24.1 | Hijacking Inconvenience | | 1 | | |
| | Per Adult/Senior | 900 | 900 | _ | |
| | Each 24 consecutive hours | 300 | 300 | _ | |
| 24.2 | Compassionate Allowance Due to Kidnap | | | | |
| | Per Adult/Senior | 7,500 | 7,500 | - | |
| 24.3 | Trauma Counselling | | | | |
| | Per Adult/Senior | 3,000 | 1,000 | - | |
| | Each counselling session (up to 10 sessions) | 300 | 100 | - | |

| SECTION | COVERAGES | MAX SUM INSURED (RM) | | | |
|--|---|----------------------|---------------|---------|--|
| | | INDIVIDUAL PLAN | | | |
| | | P500 | P325 | P100 | |
| SECTION 25 | TOKIO MARINE TRAVEL ASSISTANCE SERVICES | Covered | Covered | Covered | |
| IV. OPTIONAL COVERAGES (with additional premium) | | | | | |
| SECTION 26 | EXTREME ACTIVITIES | If applicable | If applicable | - | |
| | | | | | |