



# Tokio Marine Explorer

## On Receipt of Your Policy

Please read this **Policy** and **Schedule** and should any of the details on **Your Policy Schedule** be incorrect, or change is required, please advise **Us** immediately.

If **You** require the Bahasa Malaysia version, please refer to **Your** Insurance Intermediary or contact **Us** directly for a copy

The benefits payable under eligible product 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](http://www.pidm.gov.my))

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## Section A: About Your Policy

This is **Your** Tokio Marine Explorer policy (“Policy”). Please examine it carefully to make sure that **You** have purchased the protection in accordance to **Your** need.

This Policy is a contract between Tokio Marine Insurans (M) Berhad (“**TMIM**”, “**We**”, “**Us**”, “**Our**”) 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, the Policy 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, Policy Schedule or Certificate of Insurance shall bear such meaning wherever it may appear.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the disclosures made by **You** between the time when **You** applied for Tokio Marine Explorer and the time this contract is entered into. The 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 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**.

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**.

## Section B: Table of Coverages

The Table of Coverages shows the maximum benefit amount that is payable to **You** per **Trip**. Note that some limits and benefits depend on the plan chosen by **You**. For details of the limits that apply to **Your** plan, **You** can check the table below, along with **Your** policy schedule.

Benefits		Maximum benefit amount per person (RM)			
		Domestic	International		
			Basic	Essential	Deluxe
SECTION 1: PERSONAL ACCIDENT					
1	Accidental Death or Permanent Disablement	200,000	350,000	550,000	550,000
2	Medical Related Expenses	50,000	750,000	1,000,000	1,000,000
	2.1. Sublimit for Alternative Medicine	1,000	1,000	1,500	1,500
	2.2. Sublimit for Follow-up Medical Expenses	Not covered	30,000	50,000	50,000
	2.3. Sublimit for Follow-up Alternative Medicine	Not covered	1,000	1,500	1,500
3	Inconvenience Benefits	2,000	5,000	10,000	10,000
4	Daily Hospital Allowances (up to 30 days)	100 per day	350 per day	500 per day	500 per day
5	Trauma Care Allowances	7,500	7,500	7,500	7,500
6	Emergency Medical Evacuation & Repatriation	500,000	1,000,000	Unlimited	Unlimited
SECTION 2: TRAVEL PROTECTION					
7	Travel Inconvenience Allowances	1,000	3,000	5,000	5,000
	7.1 Travel Delay or Rescheduled				
	7.2 Travel Misconnection				
	7.3 Missed Departure				
	7.4 Flight Overbooked				
	7.5 Sublimit for Luggage Delay	200	600	800	800
	Payout for every 6 hours of consecutive delay	50	150	200	200

8	Travel Inconvenience Expenses 8.1 Travel Cancellation 8.2 Travel Postponement 8.3 Travel Curtailment 8.4 Travel Disruption	Not covered	35,000	70,000	70,000
	8.1.1 Cancellation for Any Reasons ("CFAR")	Not covered	Not covered	Not covered	5,000
9	Personal Belongings Benefits	Not covered	5,000	10,000	10,000
	9.1 Sublimit for Personal Luggage Sublimit for Other Single Item	Not covered Not covered	300/item 500/item	300/item 1,000/item	300/item 1,000/item
	9.2 Sublimit for Personal Money	Not covered	500	1,000	1,000
	9.3 Sublimit for Travel Documents	Not covered	500	1,000	1,000
<b>SECTION 3: LIFESTYLE BENEFITS</b>					
10	10.1 Fraudulent Use of Stolen Credit Cards	Not covered	1,000	5,000	5,000
	10.2 Personal Liability	Not covered	1,000,000	1,500,000	1,500,000
	10.3 Rental Car Cover	Not covered	Not covered	1,000	1,000
	10.4 Home Care	Not covered	Not covered	1,500	1,500
	10.5 Golfer Cover	Not covered	Not covered	1,000	1,000
	10.6 Extreme Activities	Not covered	Not covered	Not covered	Included

#### **Family Plan:**

1. Family plan provides coverage for 2 adults (parents/ legal guardian from age 18 and up to 70 years old) and/or any number of legal **Child(ren)** and/or legally adopted **Child(ren)** from 30 days up to 23 years old. Spouse under the Family Plan shall be limited to only one legal spouse as named under the Certificate of Insurance.
2. For policy insured as Family plan, the maximum benefit amount per one family will be three (3) times of the individual limits stated in Table of Coverages.

### **Section C: 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 Explorer policy.

#### **Accident means**

Any sudden, unforeseen and fortuitous event.

#### **Alternative Medicine means**

Treatment from a registered traditional **Medical Practitioner**, osteopath and/or chiropractic.

#### **Area of Travel - means:**

Area	Countries
Domestic	Within Malaysia
Area 1	Australia, Bangladesh, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam.
Area 2	Worldwide excluding Malaysia, USA, Canada, Nepal and Tibet
Area 3	Worldwide excluding Malaysia

#### **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 **Trip** by land, water or air conveyance which operates under a license for the transportation of passengers.

**Child(ren)** means

**Your** fully dependent legal **Child(ren)** and/or legally adopted **Child(ren)** from age 30 days up to 23 years who is insured under the Certificate of Insurance.

**Curtailment** means

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

**Home** means

**Your** usual place of residence in Malaysia.

**Home Territory** means

Malaysia or in the case of **Inbound Tourist** refers to country of his/her permanent residences outside Malaysia.

**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.

**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**.

**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 resides in **Your Home Territory**.

**Inbound Tourist** means

Non Malaysian travelling to and within Malaysia for leisure or business purposes.

**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** means

Bodily **Injury** suffered caused solely by an **Accident** and not by **Illness**, disease or gradual physical or mental wear and tear.

**Insured Person ("You", "Your")** means

Each person named in the Certificate of Insurance and/or the policy schedule. A person eligible for this insurance must be at least 30 days old and not more than 85 years old at the time of issuance of Certificate of Insurance.

**Medically Necessary** means

A medical service which is:-

- a) consistent with the diagnosis and customary medical treatment for a covered disability; and
- b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
- c) 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
- d) 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; and
- e) for which the charges are fair, reasonable and customary for the covered disability; and
- f) 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.

**Period of Insurance means**

The period during which the coverage under this Policy is effective, as stated in the Certificate of Insurance and/or Schedule.

**Pre-existing Conditions means**

Any condition which the **Insured Person** has reasonable knowledge of, in the twelve (12) months prior to the commencement of the **Period of Insurance**. The **Insured Person** is considered to have reasonable knowledge of a **Pre-existing Condition** where the condition is one for which:

- a) he/she has received or are receiving medical treatment, diagnosis, consultation or prescribed drugs, or
- b) medical advice, diagnosis, care or treatment was recommended by a **Physician**, or
- c) clear and distinct symptoms are or were evident, or
- d) its existence would have been apparent to a reasonable person in the circumstances.

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 **Trip**.

**Public Transport Services means**

Any licensed bus, taxi, e-hailing or a transportation service 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 constitute a serious or life threatening medical emergency 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.

**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.

**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. 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. Such act shall comprise the elements of stealth.

**Trip** means:

1. **Domestic Trip** means a return **Trip** travelling for leisure or business purposes within Malaysia that commences when **You** leave **Your Home** or place of work to the planned destination(s) in Malaysia. This excludes any routine commute to and from **Your** place of work.

For **Inbound Tourist(s)**, **Domestic Trip** commences when **You** leave the airports or train stations or bus stations or ports in Malaysia as first embarkation point to start **Your Trip** within Malaysia until the time **You** return to the airports or train stations or bus stations or ports in Malaysia for **Your** embarkation point outside Malaysia. Provided always that all **Trips** covered by this insurance must commence in Malaysia and traveling within Malaysia.

In any event, the maximum number of days per **Domestic Trip** is 180 consecutive days from the commencement date of the **Trip**.

2. **International Trip** means a return trip for leisure or business purposes from Malaysia to the planned destination(s) within **Area of Travel** stated in **Your** policy schedule. It commences when **You** leave **Your Home** or place of work in Malaysia until the time **You** return to **Your Home** or place of work in Malaysia on completion of the **Trip**.

In any event, **International Trip** shall not commence more than 72 hours prior to scheduled departure time out of Malaysia and will cease once exceeding 72 hours after the scheduled return to Malaysia. The maximum number of days per **International Trip** is 180 consecutive days from the commencement of the **Trip**.

**Tokio Marine Travel Assistance** means  
24 hours Worldwide helpline assistance

## Section D: Benefits Description

### **Benefit 1 - Accidental Death or Permanent Disablement**

If, during the **Period of Insurance**, whilst **You** are on a planned **Trip**, **You** suffer bodily **Injury** due to **Accident** which results in Death or Permanent Disablement set out in the table below within twelve (12) months from the date of the **Accident**, **We** will pay a proportion of the benefit amount as specified below:

Events	Percentage of Benefit Amount
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Total and Permanent Loss of Speech and Hearing	100%
4. Loss of sight in both eyes	100%
5. Loss of use of two (2) limbs	100%
6. Loss of use of one (1) limb	50%
7. Loss of sign in one (1) eye	50%
8. Total and Permanent Loss of Speech	50%
9. Total and Permanent Loss of Hearing in:	
- Both Ears	50%
- One Ear	10%

**Our** maximum aggregate limit of liability per conveyance is RM 20,000,000 if there is more than one (1) **Insured Person** 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.

### **Benefit 2 - Medical Related Expenses**

**We** will reimburse up to the benefit amount stated in the Table of Coverages the following necessary and reasonable medical related expenses incurred within the travel period that give rise to the claims resulting directly from bodily **Injury** or **Illness** first manifested and sustained during **Your Trip**:

Medical, surgical, **Hospital**, nursing home or nursing services and emergency ambulance services. In the event



of **Hospitalization** that incur in-patient medical expenses during **Your Trip**, **We** will facilitate the admission to the **Hospital** by providing the guarantee required by the **Hospital** subject to the claim does not fall under **Pre-existing Conditions** and General Exclusions of the policy. For this cashless admission arrangement, **You** must contact **Tokio Marine Travel Assistance** in advance.

For **Domestic Trip**, coverages under Benefit 2 are only applicable to accidental causes.

**Table D2: Maximum Benefit Amount per Person under Medical Related Expenses:-**

Benefits	Maximum benefit amount per person (RM)			
	Domestic	International		
		Basic	Essential	Deluxe
<b>2 Medical Related Expenses</b>	50,000	750,000	1,000,000	1,000,000
<b>2.1 Sublimit for Alternative Medicine</b>	1,000	1,000	1,500	1,500
<b>2.2 Sublimit for Follow-up Medical Expenses</b>	Not covered	30,000	50,000	50,000
<b>2.3 Sublimit for Follow-up Alternative Medicine</b>	Not covered	1,000	1,500	1,500

### **2.1 Alternative Medicine**

In the event the **Insured Person** suffers from an **Injury** or **Illness** during the **Trip** that is covered under Benefit 2 and seeks **Alternative Medicine**, **We** will reimburse the expenses incurred for such treatment up to the amount stated in Table D2.

### **2.2 Follow-up Medical Expenses**

For **International Trip** only, **We** will reimburse medical-related expenses due to bodily **Injury** or **Illness** sustained during the **Trip** up to the maximum benefit amount stated in Table D2 for necessary medical treatment expenses which are reasonably incurred in Malaysia upon **Your** return from the **Trip**. However, expenses incurred after sixty (60) days of **Your** arrival from **Your** returned **Trip** shall not be payable.

If no initial treatment sought during the **Trip**, **We** will reimburse the medical expenses incurred provided the first treatment is sought within twenty-four (24) hours after **Your** arrival from **Your** returned **Trip**, up to the benefit amount as stated under 2.2 of Table of Coverages.

### **2.3 Follow-up Alternative Medicine**

If the event benefit 2.2 is payable and the **Insured Person** seeks **Alternative Medicine**, **We** will reimburse the expenses incurred for such treatment up to the amount stated in Table D2.

### **Benefit 3 - Inconvenience Benefits**

Subject to the maximum benefit amount stated in the Table of Coverages, **We** will reimburse the reasonable additional hotel accommodation costs and travelling flight expenses incurred by:

- One person who is required to travel to or with **You** and to remain with **You** in the event **You** are **hospitalized** outside Malaysia due to **Accident** or **Illness**.
- One person who is required 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** whilst on the **Trip** and no adult member of the **Insured Person's** family is with the **Insured Person**.
- One person who is required to take care and/or accompany the dependent **Child** not older than 12 years of age, back to **Your Home** as a result of **Your Hospitalization**.

For **Domestic Trip**, coverages under Benefit 3 are only applicable to accidental causes.

### **Benefit 4 - Daily Hospital Allowances**

For **Overseas Trips** outside Malaysia, **We** will pay the amount of **Your** selected plan stated in the Table of Coverages up to thirty (30) consecutive days for each full day **You** are hospitalized as an in-patient on the recommendation of a **Medical Practitioner** as a result of bodily **Injury** or **Illness** sustained during the **Trip** in addition to the medical-related expenses paid under Benefits 2 provided a valid claim is payable under Benefits 2.

For **Domestic Trips**, coverages under Benefit 4 are only applicable to accidental causes.



### **Benefit 5 - Trauma Care Allowances**

We will pay a lump sum allowance as stated in the Table of Coverages in as a result of **Kidnapping** or **Hijacking** happened to **You** which occurs during **Your Trip**.

- **Kidnap** 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**.
- **Hijack** happens when the **Insured Person** as a fare-paying passenger suffers unlawful seizure and control of any **Scheduled Carriers** or **Public Transport Services** from the regular crew by use or threatened use of violent means.

Any claims under Benefit 5 must be accompanied by a police report or a report issued by the **Scheduled Carrier**, confirming that **You** were a victim of **Hijack** and/or **Kidnap**.

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 **Your** family member(s) to comply with the relevant Kidnapping Act and/or policies and unwilling to cooperate with the relevant enforcement authorities.

### **Benefit 6 - Emergency Medical Evacuation and Repatriation**

**Tokio Marine Travel Assistance** must be contacted to obtain approval in advance to make necessary arrangements in order to claim any coverages under Benefit 6. Failure to do so will invalid a claim for such cost.

Territorial limit: Worldwide except for Crimea and Sevastopol, Iran, North Korea, Syria and Cuba.

For **Domestic Trip**, coverages under Benefit 6 are only applicable to accidental causes.

#### **a) Emergency Medical Evacuation and Repatriation**

We will cover up to the amount stated in the Table of Coverages which includes transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the **Insured Person** with a **Serious Medical Conditions** to the nearest **Hospital** or **Home Territory** where appropriate medical care is available.

#### **b) Repatriation, Burial or Cremation of Mortal Remains**

We will cover up to the amount stated in the Table of Coverages for charges in the event of **Your** death due to **Accident** or **Illness** for:

- i. **Your** burial in the locality where **Your** death occurs, or
- ii. cremation in the locality where **Your** death occurs including the cost of conveyance of **Your** ashes to **Your Home**, or
- iii. cost of conveyance of **Your** body to **Your Home** or **Home Territory**, or
- iv. customary reasonable charges.

We will not pay for any expenses incurred and paid for religious rights or ceremonies, feng shui services, or burial plot.

### **Benefit 7 - Travel Inconvenience Allowances**

This benefit provides coverage in form of allowance for travel inconveniences occurred during **Your Trip**, subject to the sublimit and overall maximum limit specified in **Table D7** below:-

**Table D7: Maximum Benefit Amount per Person under Travel Inconvenience Allowances:-**

Benefits		Maximum benefit amount per person (RM)			
		Domestic	International		
			Basic	Essential	Deluxe
7	Travel Inconvenience Allowances	1,000	3,000	5,000	5,000
	7.1 Travel Delay or Reschedule				
	7.2 Travel Misconnection				
	7.3 Missed Departure				
	7.4 Flight Overbooked				
	7.5 Sublimit for Luggage Delay	200	600	800	800

<b>Payout per every 6-hour of consecutive delay</b>	<b>50</b>	<b>150</b>	<b>200</b>	<b>200</b>
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### **7.1 Travel Delay or Reschedule**

**We** will pay the amount of **Your** selected plan stated in the **Table D7** if the scheduled departure (including transit) which **You** booked is delayed or rescheduled for at least 6 hours from the time specified in the **Carrier** or **Tour Operator** travel itinerary during **Your Trip**.

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 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 event which is a result of:

- Your** failure to check in at the airport, station or port according to the travel itinerary given to **You**.
- 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).
- 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, **Trip** or sailing and the reason for the delay.
- Travel delay arising from strike or industrial action which commences or is announced before purchase of the insurance.
- Failure of **Public Transport Services** arising from strike or industrial action which commences or is announced after before the date of departure from **Your Home**.

### **7.2 Travel Misconnection**

**We** will pay the amount of **Your** selected plan 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).

### **7.3 Missed Departure**

As a result of **Public Transport Services** failure to get **You** to the departure port, airport or train station as stated in **Your** ticket and **You** missed **Your** departure of the **Scheduled Carrier** in reaching **Your** travel destination or returning to the **Home Territory**, **We** will pay for the missed departure from **Your** original scheduled departure time of the **Carrier** specified in the itinerary to the actual departure of the next available **Carrier** or any alternative means of transportation for at least 6 consecutive hours up to the limit specified in **Table D7**.

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

- 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**).
- failure of **Public Transport Services** arising from strike or industrial action which commences or is announced before the **Trip**.

### **7.4 Flight Overbooked**

**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).

### **7.5 Luggage Delay**

In the event of **Your** accompanying checked-in luggage is delayed by a **Scheduled Carrier** for at least six (6) consecutive hours from the time of arrival at **Your** travel destination, **We** will pay up to the limit specified in the **Table D7**.

**We** will not pay for the following:

- a) **Your** failure to obtain a confirmation from the **Carrier** on the actual date and time of the luggage delivery.
- b) Luggage delay which **You** have received compensation from the operators of the **Scheduled Carrier** in which **You** were travelling.
- c) Luggage delay upon returning to **Home Territory** on a return **Trip**.

#### **Benefit 8 - Travel Inconvenience Expenses**

This benefit provides coverage for the below travel inconveniences occurred during **Your Trip**, subject to the sublimit and overall maximum limit specified in the **Table D8**.

**Table D8: Maximum Benefit Amount per Person under Travel Inconvenience Expenses:-**

Benefits		Maximum benefit amount per person (RM)			
		Domestic	International		
			Basic	Essential	Deluxe
<b>8</b>	<b>Travel Inconvenience Expenses</b> <b>8.1 Travel Cancellation</b> <b>8.2 Travel Postponement</b> <b>8.3 Travel Curtailment</b> <b>8.4 Travel Disruption</b>	Not covered	35,000	70,000	70,000
	<b>8.1.1 Cancellation for Any Reasons (“CFAR”)</b>	Not covered	Not covered	Not covered	5,000

#### **8.1 Travel Cancellation**

**We** will reimburse up to the amount specified in **Table D8** 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 before commencement of **Your Trip** and after this insurance is affected.

This is also subject to this Policy is purchased before **You** become aware of any circumstances, which could lead to the cancellation of the planned **Trip** due to 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 **Trip** 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** and/or **Serious Medical Conditions** arising from bodily **Injury** or **Illness**, which 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 **Trip** with **You**) in a **Hospital** and/or **Serious Medical Conditions** arising from **Bodily Injury** or **Illness**, which is the opinion of a **Medical Practitioner** treating **Your Immediate Family Member** or **Your** travelling companion 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 occur in the **Trip** destination, provide such event occurs within fourteen (14) days prior to **Your** original scheduled departure date.
- g) Cancellation by the **Carrier’s** operator due to strike, natural disasters or adverse weather, provided such event 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 **Trip** with **You**) are or required to be in jury service, or are subpoenaed, provided such event occurs within fourteen (14) days prior to **Your** original scheduled departure date.

#### **8.1.1 Cancellation For Any Reason (“CFAR”)**

In the event **Your Trip** is unavoidably cancelled due to events not specified under Benefit 8.1 (a) to (h), **We** will reimburse 75% of **Your** flight and/or accommodation expenses, up to maximum of RM 5,000. All cancellations must be supported by written confirmation to the hotel, airline or travel agency.

This cover is only offered to **Insured Person** insured under Deluxe plan.

**We** will not pay in the event of the following:

- i. The flight and/or accommodation expenses have been paid by more than 14 days before this Policy was purchased.
- ii. In the event of any partial recovery or refundable received by **You** from relevant parties and this includes in the forms of cash, voucher, form of credit, points or miles;
- iii. **Your Trip** is cancelled within 48 hours before the scheduled departure.

### **8.2 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.

This is also subject to this Policy is purchased before **You** become aware of any circumstances, which could lead to the postponement of the planned **Trip** due to the events specified under Benefit 8.1 (b) to (h).

### **8.3 Travel Curtailment**

In the event of **Curtailment**, **We** will reimburse up to the maximum benefit amount stated in the Table of Coverages, in the event of necessary and unavoidable cancellation during **Your Trip**, for:

- (a) loss of irrecoverable prepaid charges; and/or
- (b) loss of prepaid charges 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.

**Curtailment** refers to cutting short **Your Trip** by early return to **Your Home Territory** after arrival at the booked destination as shown on the **Trip** itinerary.

**We** will reimburse **You** for travel **Curtailment** in the event of the following:

- (a) **Curtailment** due to **Your Injury** or **Illness** and upon medical advice during **Your Trip**. 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 48 hours.
- (d) **Curtailment** due to death of **Your** travel companion (registered for the **Trip** with **You**) during the **Trip** or if **Your** travel companion (registered for the **Trip** 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 Public Transport Services**.
- (g) **Curtailment** due to strike or natural disasters like earthquake, hurricane or tornado, which prevent **You** from continuing **Your** scheduled **Trip**.

In the event of **Curtailment**, compensation for the irrecoverable prepaid charges or expenses would be computed on the pro-rata basis from **Your Curtailment** date to the **Trip's** original scheduled return date as shown on the **Trip** itinerary.

### **8.4 Travel Disruption**

**We** will reimburse up to the amount of **Your** selected plan stated in the Table of Coverages 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 leads to airspace or multiple airport closures.

**We** will not pay for the following:

- (a) Changes in plans by **You** or **Your** travel companion (registered for the **Trip** with **You**) for any reasons;
- (b) Financial circumstances of **Yours** or **Your** travel companion (registered for the **Trip** with **You**);
- (c) Any business, financial or contractual obligations of **Yours** or **Your** travel companion (registered for the **Trip** 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 program 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 **Trip** (including error, omission, or default) by the provider or any service forming part of the booked **Trip** as well as of the **Travel Agent** or **Tour Operator** through whom the **Trip** was booked;
- (h) Epidemic or pandemic as declared by the World Health Organization and/or the relevant authorities of the country.

#### **Benefit 9 - Personal Belongings Benefits**

This benefit provides coverage for loss or damage to personal belongings during **Your Trip**, subject to the sublimit and overall maximum limit specified in the Table of Coverages of **Your** selected plan.

**Table D9 - Maximum Benefit Amount per Person under Personal Belongings Benefits:-**

Benefits		Maximum benefit amount per person (RM)			
		Domestic	International		
			Basic	Essential	Deluxe
<b>9</b>	<b>Personal Belongings Benefits</b>	Not covered	5,000	10,000	10,000
	<b>9.1 Sublimit for Personal Luggage</b>	Not covered	300/item	300/item	300/item
	<b>Sublimit for Other Single Item</b>	Not covered	500/item	1,000/item	1,000/item
	<b>9.2 Sublimit for Personal Money</b>	Not covered	500	1,000	1,000
	<b>9.3 Sublimit for Travel Documents</b>	Not covered	500	1,000	1,000

For avoidance of doubt, any one single item can only be claimed under either Section 9.1, 9.2, 9.3 for any one event.

#### **9.1 Personal Luggage and Personal Effects**

We will reimburse up to the amount of **Your** selected plan stated in the Table of Coverage for loss of or damage to **Your Personal Luggage** and/or **Personal Effects** taken or purchased, due to **Theft** and loss of or damage during the **Trip**.

Covered Item	Without Proof of Purchase	With Proof of Purchase
Personal Luggage	Reimbursement based on the item value as determined by <b>Us</b> , up to RM 200 per item.	Reimbursement based on the current market value as determined by <b>Us</b> , which may subject to depreciation.
Personal Effect	Reimbursement based on the item value as determined by <b>Us</b> , up to RM100 per item and not more than 5 items.	

Provided that:

1. **Your** personal belongings must be owned and accompany **You** during the **Trip** and include the contents therein.
2. **Your** personal belongings must be attended by **You** personally at all times except while deposited in a hotel safe or hotel safe deposit box.

**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**.

**Valuables** means Jewelry, furs, works of art and precious stones, gold and silver articles, watches.

We will not pay for the following:

1. More than the sublimit specified in the Table of Coverages for every single item, article, pair or set of articles.
2. Loss of or damage to:
  - a. Animals
  - b. Bonds, stamps, identity documents, credit and payment cards, 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. accessories of any kind including fashion accessories.
  - e. Films, tapes, memory cards and the like, and any cost of reproducing the data stored;



- f. Traditional herbs, perishable and consumable goods or bottles or any subsequent damages caused as a result thereof;
  - g. Pedal cycles, wheelchairs, prams, pushchairs or baby buggies other than while they are being conveyed by **Public Transport Services**;
  - h. Business goods or samples;
  - i. Fragile articles, musical instruments, sculptures, or household goods;
  - j. Sports equipment.
3. Loss or damage due to atmospheric or climatic conditions, wear and tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice or damage sustained due to any process initiated by **You** to repair, clean or alter any property.
  4. 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.
  5. Loss or damage due to negligence on **Your** part.
  6. Mysterious disappearance.
  7. Loss of or damage to property reimbursed by the **Carrier** or others;
  8. Losses not reported to the authorities within 24 hours of discovery.

### **9.2 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 Trip**.

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.

**Personal Money** refers to 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.

**We** will not pay for:

1. Loss of 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.
2. Loss of **Personal Money** from an unattended vehicle.
3. Loss of **Personal Money** in a suitcase while in transit by air or in sea-going vessel or a train and outside **Your** control.
4. Loss of travellers cheques where the banker provides a replacement service.
5. Shortage due to error, omission, exchange or depreciation in value.
6. Mysterious disappearance

### **9.3 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 arising out of robbery, **Burglary** or **Theft** during **Your Trip**.

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 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.
2. Loss of **Travel Documents** from an unattended vehicle.
3. Loss of passport and travel documents in a suitcase while in transit by air or in sea-going vessel or a train and outside **Your** control.
4. Loss of 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.
5. Mysterious disappearance.

## **Benefit 10 - Lifestyle Coverages**

### **10.1 Fraudulent Use Of Stolen Card**

**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/debit card(s) following loss or **Theft** during **Your Trip** subject to below conditions:

- (a) The loss or **Theft** must be reported to the police or relevant authority having jurisdiction where the loss or

**Theft** occurred and **Your** 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 issuing 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 benefit, **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);

### **10.2 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 as result of the below occurring during **Your Trip**:

- (a) accidental death or bodily **Injury** 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**,

Damages is referring to compensatory damages only and does not include fines, penalties, punitive damages, liquidated damages or exemplary damages.

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

Defense Costs and Expenses shall include the following:

- 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.

In the event of **Your** death, **We** will indemnify **Your** legal personal representative in 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 in so far as they can apply.

For each **Insured Person**, **We** will not pay for:

1. Any liability for loss or damage to property or **Injury, Illness or disease**:
  - (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 willful, 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 **Trip** accommodation that does not belong to **You** or any **Family member**.
  - (b) Property belonging to or held in trust by or in charged by 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.

### **10.3 Rental Car Cover**

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

1. Additional costs of **Rental Car** if **You** are unable to return a hired vehicle from a licensed rental agency to the nearest hire depot due to **Your Injury or Illness** which requires **Hospitalization**.
2. Any excess or deductible under **Your Rental Car's** motor insurance policy which **You** become legally liable to pay in respect of loss or damage caused by an **Accident** to the **Rental Car** 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 any event which is a result of:

1. **Your** failure to comply with the terms and conditions of the rental agreement.
2. **Your** participation in or practice for any speed or time trials, competitions, or similar activities.
3. **You** are operating the rental vehicle without holding a valid driver's license appropriate for the vehicle class.

#### **10.4 Home Care**

**We** will reimburse up to the amount stated in the Table of Coverages for physical loss or damage caused by fire or **Burglary** to the **Home Contents** which is left vacant during the **Period of Insurance**, but only after commencement of **Your Trip**.

**We** shall not be liable for more than RM500 in respect of every single item, article, pair or set of articles.

**Home Contents** refers to 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.

**We** will not pay for the following:

- i) 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**.
- ii) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of or damage to the property by order of Malaysia Government 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.

#### **10.5 Golfers Cover**

**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**.

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

#### **10.6 Extreme Activities**

**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 benefit only covers **Insured Person** aged not more than 70 years old under Deluxe plan.

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

1. Winter Sports activities - Skiing, Sledding/Husky Sledding, Snowmobiling, Ice Skating, Snowboarding, Snow Tubing, Snow Bubble Ball, Fatbike, Snow Shoeing, Snow Buggy & Snow Rafting.
2. Aerial activities - Bungee jumping, Hang-gliding, Parachuting, Paragliding & Sky diving
3. 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:

- if **You** do not exercise reasonable care and fail to comply with all the safety requirements when undertaking the relevant **Extreme Activities**.
- professional sport activities and competitions of all kind.

### **Section E: Tokio Marine Travel Assistance**

**Tokio Marine Travel Assistance** helpline numbers are +603 7628 3877 and +603 7841 5770.

Kindly contact **Tokio Marine Travel Assistance** which shall assist **You** on the following medical assistance and travel assistance services:

**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** 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

**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 is administered by relatives whether qualified or not.
- (e) Costs that would have been payable if the event given 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 F: General Conditions

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 **Travel 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 **Trip** when **You** have received medical treatment as a **Hospital** in-patient during the 6 months preceding to the **Trip** booking.
  - (k) Not traveling contrary to medical advice or specifically 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 mis-statement made or material fact omitted by **You** or anyone 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 within **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 policies and/or Certificate of Insurance for the same **Insured Person** relating to the same **Trip**.
  - (g) Cancel all benefits provided by the Policy without refund of any premium when a claim payment is made for cancellation or **Curtailment** of the **Trip**.
  - (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

- i. **Annual Policy**

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 Rate Charged	% of Refund 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%

- ii. **Single Trip Policy**

**You** may terminate the Policy at any time by giving written notice to **Us**. Cancellation before policy effective date shall entitle to full premium refund provided no claim has been made under the policy.

- (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. Total Asbestos Exclusion Clause  
It is hereby understood and agreed that this contract shall not apply to and does not cover 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. Latex Litigation Exclusion Clause  
It is hereby declared that all claims (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, shall be excluded from this Policy.



#### 8. Gradual Pollution Exclusion Clause

This Policy does not cover any liability for:

- a) Personal **Injury** or bodily **Injury** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the gradual discharge, dispersal, release or escape of pollutants.
- b) The cost of removing, nullifying or cleaning up pollutants.
- c) Fines, penalties, punitive or exemplary damage arise directly or indirectly out of such gradual discharge, dispersal, release or escape of pollutants.

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under Paragraphs a) and b) above which

- i. Arises from a sudden identifiable unintended and expected happening which takes place in its entirety at a specific time and place and
- ii. Is indemnified under not more than one annual period of original insurance.

For the purpose of this clause, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemical and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### 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.

### Section G: General Exclusions

#### 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.
- (c) 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.
  - (j) any form of **Mountain Sickness** arising from mountaineering (including mountain trekking) at mountains exceeding 3,000 metres above sea level (for claims submitted under benefit 2, 3, 4 & 6).
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) In respect of pregnancy, childbirth, miscarriage, abortion and all related complications unless caused directly or indirectly by **Accident**.
  - (n) **Pre-existing Conditions** for claims submitted under benefits 1 to 6 only.
  - (o) Cosmetic surgery.
  - (p) Non-emergency medical check-ups.
  - (q) **Illness** or disorders of a psychological nature, insanity, any anxiety state and/or nervous depressions, mental **Illness**.
  - (r) Offshore activities like diving, oil-rigging, mining, aerial photography or handling of explosives.
  - (s) **Infectious Disease** that is declared as epidemic or pandemic by the applicable health authority in the covered destination or by the World Health Organization.

## Section H: Clauses and Endorsements

The following clauses and endorsements are applicable to the policy:-

### Automatic Policy Extension Clause

In the event of delay beyond **Your** control as a ticket holding passenger on a **Scheduled Carrier** during **Your Trip** and the return **Trip** cannot be completed within the **Period of Insurance** indicated in the Certificate of Insurance, the **Period of Insurance** shall be automatically extended without additional premium for up to:

- a) Thirty (30) days in the event of **You** or **Your** travelling companion named in the same Certificate of



- Insurance suffer **Serious Medical Conditions** or accidental bodily **Injury**;
- b) Fourteen (14) days in the event the **Scheduled Carrier** in which **You** are travelling back to **Home** or **Home Territory** is unavoidably delayed.
- provided that **You** have documented proof of the reasons for the delay.

#### **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.

#### **Data Recognition Clause**

1. **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 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.

#### **Definitions**

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

- (a) 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
- (b) 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
- (c) 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.

## **Section I: Personal Data Protection Act 2010**

By giving personal Information **You** give Us permission for its use as described below:-

- I. To process **Your** personal data with the intention of entering into the contract of Insurance.
- II. **You** consent and allow Us to retain the data and share the data with **Our** service provider namely,
  - a. Registered licensed Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - c. Insurer and Reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
- III. Data Subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

#### **Notice:**

In accordance to the provision of the Personal Data Protection Act 2010, **You** may contact **Your** Insurance Intermediary or contact Us for the details of **Your** personal data. Such information will only be granted after verification. **You** may update/correct the data by providing Us in writing.

## **Section J: Notice to All Policyholder**

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

- 1. Financial Markets Ombudsman Service  
(formerly known as Ombudsman for Financial Services)  
Company No: 200401025885  
Address: 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](http://www.fmos.org.my)
- 2. BNMLINK  
Address: BNMLINK, 4<sup>th</sup> Floor, Podium Bangunan AICB, No.10, Jalan Dato'Onn, 50480 Kuala Lumpur.  
Telephone: 1-300-88-5465 (LINK)  
Website: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)