KURNIA INSURANS
by Liberty Insurance

Kurnia Travel Supreme

Insurance Policy

Liberty General Insurance Berhad 197801007153 (44191-P)

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(Service Tax Registration No.: B16-1808-31015443)

Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

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Kurnia Travel Supreme

Insurance Policy

STAMP DUTY PAID

We agree, subject to the terms, exceptions and conditions contained herein or endorsed, that if during the **Period of Insurance**, **You** suffer loss as shown below, **We** will indemnify **You** to the extent as defined.

GEOGRAPHICAL LIMITS:

1. Area 1: Shall be limited to the following countries only:
   From East to West Malaysia only and vice versa, Australia, Brunei, Cambodia, China (excluding Mongolia & Tibet), Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Maldives, New Zealand, Pakistan, the Philippines, Singapore, Sri Lanka, Taiwan, Thailand, and Vietnam.
2. Area 2: Worldwide excluding USA / Canada
3. Area 3: Worldwide including USA / Canada

PERIOD OF INSURANCE

In respect of all other benefits, this insurance shall commence when **You** leave **Your** place of residence or business in Malaysia (whichever is later) to commence **Your** journey until **You** return to **Your** place of residence or business in Malaysia (whichever is earlier) upon completion of **Your** journey.

Under Benefit 9A (Loss of Deposit or Cancellation) insurance is effective once this **Policy/Schedule** is issued and terminates on commencement of the planned trip from **Your** place of residence or business in Malaysia.

You shall be covered for a trip that commences when **You** leave **Your** place of residence or business in Malaysia (whichever is later) for a direct journey to the intended destination that shall end when **You** return to Malaysia and in any event it shall not commence more than twenty-four (24) hours prior to **Your** scheduled departure time and shall terminate on the earliest happening of the following:

a) Twenty-four (24) hours upon **Your** arrival in Malaysia
b) Upon reaching **Your** place of residence or business in Malaysia (whichever is the earlier)
c) Expiry of the **Period of Insurance**

A journey/trip shall involve return to Malaysia within the **Period of Insurance** stated herein, except for one-way trip which ceases twenty-four (24) hours from the scheduled time of arrival at the final destination **Overseas**. In respect of one-way cover any stopover should not exceed one (1) month.

This insurance is not valid for travel exceeding a period of one hundred (100) days consecutively for **Annual Trip Plan/Policy** and one hundred and eighty (180) days consecutively for **Per Trip Plan**.

No extension is allowed to **Period of Insurance**.

ELIGIBILITY

1. In order to be eligible for cover under this **Policy**, **You** should be a Malaysian or a Permanent Resident of Malaysia or Work Permit Holders, long-term social visit pass holder, or student pass holder in Malaysia and **Your** dependants residing in Malaysia.
2. In the event **You** are a student studying **Overseas** or on **Overseas** work secondment, **You** are only eligible for “one-way trip” cover.

AUTOMATIC EXTENSION FOR RETURN DELAYS

In the event of any delay which is beyond **Your** control and the return journey cannot be completed before the expiry of the **Period of Insurance**, this **Policy** shall remain in force for up to thirty (30) days without additional premium for such a period as is reasonably necessary for the completion of the journey if:

a) **You** are hospitalised due to serious **Illness** or accidental bodily **Injury**; or
b) **You** are quarantined **Overseas** as recommended by a **Medical Practitioner**; or
c) the scheduled **Common Carrier** in which **You** are travelling is unavoidably delayed (excluding mechanical or structural defect of any land conveyance except rail).

You must provide documented proof of the reasons for the delay.

1 Definitions

ACCIDENT

means sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall independently, from any other cause, be the sole cause of bodily injury which shall include food poisoning.

ANNUAL TRIP PLAN/POLICY

means a **Policy** for twelve (12) months' insurance cover for **Overseas** travel. However, the maximum per single trip is limited to a period of one hundred (100) consecutive days from the time of departure from Malaysia.

PER TRIP PLAN

means a **Policy** for **Overseas** travel up to a maximum of one hundred and eighty (180) consecutive days from the time of departure from Malaysia.

CHILD

means **Insured's** biological/legally adopted/step child/children who is/are unemployed and unmarried, aged 30 days to 18 years, or up to 23 years old if he/she is studying full time in a recognised institution of higher learning.

FAMILY PLAN

means the **Insured**, (one of) the **Insured's** legal **Spouse(s)** and any number of the **Insured's Child** insured under the same **Policy**.

COMMON CARRIER

means any licensed, registered operator providing regular scheduled transportation services for individuals who travel as fare-paying passengers in vehicles as stated below:

a) Bus, taxi, coach, airport limousine, ferry, hovercraft, hydrofoil, ship, train, tram or underground train; and
b) Any fixed-wings aircraft operated by a licensed commercial airline or scheduled chartered flight and/or helicopter operating in between established and recognised commercial airports or heliports.

CURTAILMENT

means abandonment by return to place of residence in Malaysia of the planned trip after arrival at the booked destination as shown on the booking invoice.

HIJACK/HIJACKING

means the act of unlawful seizing or illegal exercise of control of a conveyance along with the passengers and crews, within which **You** are travelling.

HOSPITAL

means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients, and which:

a) has facilities for diagnosis and major surgery,
b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses,
c) is under the supervision of a **Medical Practitioner**, and
d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

INJURY

means bodily injury sustained by **You** during the **Period of Insurance** caused solely and directly by an **Accident**.

INSURED

means the person named as the **Insured** in the **Schedule**.

INSURED PERSON/YOU/YOUR

means the person(s) named in the **Schedule** for whom coverage is provided under this **Policy**.

ILLNESS

means physical condition marked by a pathological deviation from the normal healthy state manifesting itself during **Period of Insurance**, and excluding any **Pre-Existing Conditions**.

IMMEDIATE FAMILY MEMBER

means **Your Spouse**, **Child**, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law.

LOSS OF A LIMB

means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.

LOSS OF EYE

means the complete and irrecoverable and irremediable loss of sight.

MEDICAL PRACTITIONER

means individual (other than **You**, **Your Immediate Family Member** or relatives) who is registered, licensed and qualified to practise western medicine within the scope of expertise in the geographical area and jurisdiction where the medical services are provided.

MONEY

means cash, bank or currency notes or traveller cheques.

OVERSEAS

means

i) East Malaysia to West Malaysia and vice versa; and
ii) Within the selected **Geographical Limits** as stated in the **Schedule**.

POLICY

means **Your** insurance contract which consists of this **Policy** wording, **Schedule** and any endorsement.

PRE-EXISTING CONDITIONS

means any disabilities for which **You** have reasonable knowledge of in the twelve (12) months prior to the commencement of this **Policy**. **You** are considered to have reasonable knowledge of **Pre-Existing Conditions** where the condition is one for which:

a) **You** have been diagnosed; or
b) symptoms existed that would cause an ordinary prudent person to seek diagnosis, care or treatment; or
c) medical advice, diagnosis, care or treatment that has been recommended by **Medical Practitioner**, irrespective of whether such treatment was actually received prior to the commencement date of this **Policy**; or
d) **You** had received or are receiving treatment.

PERMANENT TOTAL DISABLEMENT

means physical disablement as a result of **Injury** and commencing within twelve (12) months from the date of bodily **Injury**, **You** are totally, continuously and permanently disabled for twelve (12) continuous months and are prevented from performing three (3) or more **Activities of Daily Living** as herein defined which would normally be carried out by **Your** daily life had such disablement not occur and for which there is no hope of recovery.

ACTIVITIES OF DAILY LIVING

means

a) Transfer: Getting in and out of a chair without requiring any physical assistance.
b) Mobility: The ability to move from room to room without requiring any physical assistance.
c) Continence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
e) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
f) Eating: All tasks of getting food into the body once the food has been prepared.

HOME CONTENTS

means household furniture, fixtures, fittings and furnishing, clothing, and personal effects belonging to **Insured Person** or members of family or domestic servants residing permanently with **Insured Person**, excluding antiques, paintings, artifacts, object of arts or intrinsic value, manuscripts, financial securities of any kind, money, stamps, travel documents, credit cards, bonds, coupons, negotiable instruments, title deeds, driving licence and identity cards.

SCHEDULE

means the **Policy**/endorsement **Schedule**/certificate of insurance, where **Your** details, benefits and sum insured are stated.

SCHEDULE OF BENEFIT

means a document which is incorporated and forms part of this **Policy** which contains details of the benefits of this **Policy**, according to the plan type purchased as stated in the **Schedule**.

SERIOUS INJURY OR SERIOUS ILLNESS

Whenever applied to **You**, it shall mean **You** require treatment by a **Medical Practitioner** in a **Hospital** and are certified by the **Medical Practitioner** as unfit to travel or continue with **Your** planned trip. When applied to the **Immediate Family Member** or **Travel Companion**, it shall mean **Injury** or **Illness** certified as being dangerous to life by a **Medical Practitioner** and he/she requires hospitalisation for at least twenty-four (24) consecutive hours which resulted in the discontinuation or cancellation of **Your** planned trip.

SPOUSE

means the **Insured's** legally married spouse as defined under the laws of Malaysia, and as named in the **Schedule**.

TRAVEL COMPANION

Means a person who is registered for the trip with **You** and has travel bookings to accompany **You** for the entire trip and is not **Your Immediate Family Member**. The **Travel Companion** must be a person who is insured under a travel insurance policy underwritten by **Us** for the same trip.

THEFT

means a permanent loss of belongings:

a) where there is physical evidence of a break-in of a premise (where applicable); or
b) where **Your** belongings are taken or attempted to be taken by force by causing or attempt to cause death, 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 and surprise.

WE/OUR/US

Means Liberty General Insurance Berhad.

2 Benefits

BENEFIT 1 — PERSONAL ACCIDENT

In the event of death or bodily injury caused solely and directly by accidental, violent, external and visible means being sustained by **You** during the **Period of Insurance**, the following benefits will be paid in accordance to the plan selected:

A) Accidental Death — 100% of sum insured
B) Permanent Total Disablement — 100% of sum insured
C) Loss of one or more Limbs or one or both Eyes — 100% of sum insured

EXCLUSIONS APPLICABLE TO BENEFIT 1

i) **Pre-Existing Conditions**.
ii) Bodily **Injury**/injuries sustained prior to purchase of this **Policy** and which can manifest after the purchase of this **Policy**.
iii) Suicide (whether felonious or not) and/or any attempt thereat, self-inflicted **Injury** and/or provoked assault.

PROVISIONS

i) No benefits will be payable:
   a) Under (A) or (B) unless such death or loss occurs within twelve (12) calendar months of bodily **Injury**.
   b) Under (C) except on proof to **Us** that the disablement has continued for twelve (12) calendar months of bodily **Injury** and in all probability will continue for the remainder of **Your** life.
ii) For Family Plan, the benefit limit under (A) in respect of **Your Child** shall be 25% of the adult's benefit limit.
iii) For individual plan, if **You** are eighteen (18) years old and above, the benefit limit under (A) shall be adult's benefit limit. If **You** are less than eighteen (18) years old, the benefit limit shall be 25% of the adult's limit.
iv) The maximum amount of all benefits payable under Benefit 1 during the **Period of Insurance** shall not exceed the limits as stated in **Schedule of Benefit**.

BENEFIT 2 — MEDICAL AND OTHER EXPENSES

We will reimburse/pay up to the limits as stated in **Schedule of Benefit**.

BENEFIT 2A — Medical Expenses

Medical, hospitalisation, surgical and treatment expenses (including cost of emergency dental treatment for alleviation of sudden pain excluding replacement of dentures and crowns) necessarily incurred in **Overseas** giving rise to a claim if **You** suffer accidental bodily **Injury** or **Illness** during the **Period of Insurance**.

BENEFIT 2B — Compassionate Visitation (Due to Hospitalisation of Insured Person While in Overseas)

Additional accommodation and travelling expenses for a relative or friend (if no adult member of **Your Immediate Family Member** is present) required on medical advice from the treating **Medical Practitioner** to travel or remain behind with **You** up to the limits as stated in **Schedule of Benefit** due to **Your** hospitalisation as a result of a covered condition.

However, **We** will pay for additional accommodation and travelling expenses for an adult member of **Your Immediate Family Member** who is travelling with **You** and has to care for **Your** hospitalisation as a result of covered condition.

BENEFIT 2C — Compassionate Visitation (Due To Death of Insured Person While in Overseas)

Additional accommodation and travelling expenses for a relative or friend required to assist in burial or cremation arrangements in the event of **Your** death resulted from an **Accident** or **Illness** in **Overseas** which occurred during the **Period of Insurance**, while no adult member of **Your Immediate Family Member** is present. The reimbursement is up to the limits as stated in **Schedule of Benefit.**

However, **We** will pay for additional accommodation and travelling expenses for an adult member of **Your Immediate Family Member** who is travelling with **You** and to assist in burial or cremation arrangements as a result of covered condition.

You can only claim either Benefit 2B or Benefit 2C for any one event.

BENEFIT 2D — Follow-up Medical Treatment In Malaysia

The necessary medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) reasonably incurred by **You** in Malaysia within ninety (90) days after **Your** return from **Overseas**, such expenses having resulted from an **Accident** or **Illness** in **Overseas** which occurred during the **Period of Insurance** up to the limits as stated in **Schedule of Benefit**.

BENEFIT 2E — Alternative Medicine

Required alternative medical treatment expenses incurred in **Overseas** resulted from **Accident** up to the limits as stated in **Schedule of Benefit**, of which the treatment must be provided by registered traditional medical practitioner, osteopath, physiotherapist and/or chiropractor provided treatment is first treated by a **Medical Practitioner**. Any treatment provided by **Your Immediate Family Member** or relatives will be excluded. All claims must be submitted together with original official receipts. **We** will reimburse the follow-up alternative medical treatment provided by registered traditional medical practitioner, osteopath, physiotherapist and/or chiropractor to **You** in Malaysia within ninety (90) days after **Your** return from **Overseas**.

BENEFIT 2F — Child Care Benefit

Additional accommodation and travelling expenses incurred up to the limits as stated in the **Schedule of Benefits** for **Your Immediate Family Member**, relative or friend (if no adult is present to look after the **Child**) who is travelling with **You**, required on medical advice from **Your** treating **Medical Practitioner** to take care and to accompany **Your Child** back to Malaysia in the event **You** are hospitalised resulted from an **Accident** or **Illness** in **Overseas** which occurred during **Period of Insurance**.

However, **We** will pay for additional accommodation and travelling expenses of an adult member of **Your Immediate Family Member**, relative or friend who is travelling with **You** and has to care for **Your Child**.

EXCLUSION APPLICABLE TO BENEFIT 2:

i) Medical treatment in Malaysia (except from East Malaysia to West Malaysia only and vice versa) unless specifically provided for under this **Policy**.

ii) Non-essential treatment or surgery, or extra charges for private room, accommodation, except where medically necessary.

iii) Medical treatment being the specific purpose of the trip.

iv) **Pre-Existing Conditions**.

v) Pregnancy, miscarriage or childbirth unless caused solely and directly by the **Accident**.

vi) **Overseas** secondment as part of **Your** occupation and manual work in connection with any trade, employment or profession.

vii) Surgery, medical or dental treatment which in the opinion of the **Medical Practitioner** treating **You** can be reasonably delayed until **You** have returned to Malaysia (except as specially provided for in Benefit 2D).

viii) **You** are travelling contrary to the advice of a **Medical Practitioner** and/or are travelling for the purpose of obtaining medical treatment.

BENEFIT 3 — HOSPITAL ALLOWANCE

Pays up to the limits as stated in **Schedule of Benefit**.

In the event **You** are admitted to a **Hospital** in **Overseas** as an in-patient due to accidental bodily **Injury** or **Illness** sustained while in **Overseas** during the **Period of Insurance**, **We** will pay **You** in accordance to the limits as stated in **Schedule of Benefit** for every complete day of hospitalisation up to maximum period of thirty (30) days.

EXCLUSION APPLICABLE TO BENEFIT 3:

i) Bodily **Injury**/injuries sustained prior to purchase of this **Policy** and which can manifest after the purchase of this **Policy**.
ii) Treatment or aid obtained in Malaysia.
iii) Surgery or medical treatment which in the opinion of a **Medical Practitioner** treating **You** can be reasonably delayed until **You** have returned to Malaysia.
iv) **Pre-Existing Conditions**.
v) Pregnancy, miscarriage or childbirth unless caused solely and directly by the **Accident**.
vi) **You** are travelling contrary to the advice of a **Medical Practitioner** and/or are travelling for the purpose of obtaining medical treatment.

BENEFIT 4 — BAGGAGE AND PERSONAL EFFECTS

Pays up to the limits as stated in **Schedule of Benefit**.

We will reimburse for loss of or damage to baggage taken along and/or purchased during the trip (including clothing and personal effects worn or carried with **You**), occurring during **Your** journey and owned by **You**.

In the event **You** purchase a comparable replacement for the lost article, **We** will pay the replacement cost provided the lost article was not more than two (2) years old at the date of loss. If **You** cannot prove the age of the lost article and if the article is more than two (2) years old, or if the article is not replaced, **We** will deal with the claim on the basis of purchase value of the article subject to depreciation for wear and tear or the cost of repair, whichever is lesser.

If any article is proven to be beyond economical repair, a claim will be dealt with under this **Policy** as if the article had been lost.

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 any one article or pair or set articles.

You can only claim either Benefit 4 or Benefit 6 for any one event.

EXCLUSION APPLICABLE TO BENEFIT 4:

i) Loss or damage to stamps, documents, contact or corneal lenses, damage to fragile articles such as cameras, mobile phone, PDAs, spectacles, iPad, notebook, computers, laptop and the like, cracking, scratching or breaking of glass, china, marble, earthenware or tortoise shell or breakage of bulbs or valves unless occasioned by fire, burglary, housebreaking, robbery or any attempt thereat or accident to a means of conveyance.
ii) Business goods, samples, foodstuff and consumable items.
iii) Normal wear and tear, gradual deterioration or mechanical or electrical breakdown or derangement.
iv) Cost of reproducing data whether recorded on tapes, cards, and discs or otherwise.
v) In respect of which **You** have received compensation from **Common Carrier** or other authorities/parties.
vi) Loss or damage by theft from an unattended vehicle unless it was completely out of sight in the trunk of the vehicle which is fully locked and which windows are closed and there was visible evidence of forced entry.
vii) Mysterious disappearance.
viii) Loss or damage arising from confiscation or detention by customs or authorities.
ix) Loss or damage due to **Your** negligence.

BENEFIT 5 — LOSS OF MONEY AND/OR TRAVEL DOCUMENTS

Pays up to the limits as stated in **Schedule of Benefit** for:

a) Loss of **Money** and/or
b) Cost of obtaining replacement travel documents including additional travel and accommodation expenses reasonably incurred in **Overseas** that are essential to continue and complete **Your** journey arising out of theft whilst in **Overseas** during the **Period of Insurance**. For such losses, **You** must report to the local police station at the place of loss within twenty-four (24) hours after the incident and **You** must obtain a police report to substantiate the claim.

EXCLUSION APPLICABLE TO BENEFIT 5:

i) Loss of or damage arising from delay, confiscation, detention by customs or authorities.
ii) Loss of **Money** in the hotel safe without forcible and violent entry to the safe.
iii) Loss of **Money** due to shortages, error, omission, exchange or depreciation in value.
iv) Loss of **Money** / travel document left unattended in any public place or **Your** failure to take care and precautions for the security and safeguard of the **Money** / travel documents.
v) In respect of which **You** have received compensation from **Common Carrier** or other authorities/parties.
vi) 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.
vii) Additional return air ticket back to Malaysia.

WARRANTY:

Money must be kept with **You** at all times except when in a hotel safe.

BENEFIT 6 — DELAYED BAGGAGE

Pays up to the limits as stated in **Schedule of Benefit**.

The **Company** will pay RM250 for every complete and consecutive six (6) hours of delay if **Your** check-in baggage is delayed by the **Common Carrier** operator from the time of arrival at the scheduled destination in **Overseas** till the time **You** had received the baggage up to the limit as stated in **Schedule of Benefit**.

The delay must be reported to operator of **Common Carrier** immediately. Verification in writing by the operator of the **Common Carrier** or their handling agent(s) and/or other documentation proof on the number of hours delayed is required.

You can only claim either Benefit 4 or Benefit 6 for any one event.

BENEFIT 7 — TRAVEL DELAY

Pays up to the limits as stated in **Schedule of Benefit**.

In the event that the aircraft or sea vessel or **Common Carrier** in which **You** had arranged to travel is delayed for at least six (6) consecutive hours at any single destination from the time specified in the itinerary supplied to **You**, **We** will pay RM250 for every complete and consecutive six (6) hours of delay (the delay being calculated from the departure time of the aircraft or sea vessel or **Common Carrier** specified in the itinerary).

The travel delay must be verified by the operator(s) of the scheduled **Common Carrier** or their handling agent(s) on the number of hours delayed. If **You** received compensation whether all or partially from any sources, then this benefit will only be liable for the excess of amount recoverable from other sources.

If **You** missed the confirmed onward connecting scheduled aircraft at the transfer point due to the late arrival of **Your** incoming confirmed connecting scheduled aircraft and no alternative onward transportation is made available to **You** within four (4) consecutive hours of the actual arrival time of the incoming aircraft, **We** will pay RM250.

The travel misconnection details must be verified by the operator(s) of the scheduled aircraft or their handling agent(s).

EXCLUSION APPLICABLE TO BENEFIT 7:

Claims arising directly or indirectly from:

i) **Your** failure to check in according to the itinerary supplied to **You**, and obtain written confirmation from the **Common Carrier** or their handling agents on the number of hours of delayed/misconnection of aircraft.
ii) Travel delay arising from strike or industrial action which commenced or was announced before purchase of the insurance.
iii) **Your** late arrival at the airport or port after check-in or booking-in time (except for the late arrival due to strike or industrial action).
iv) Mechanical or structural defect of any land conveyance (except rail).
v) Any delay of which **You** have been made aware twenty-four (24) hours prior to the original scheduled departure as stated in the ticket or travel itinerary.
vi) Operational issue of the **Common Carrier** or airport.

BENEFIT 8 — PERSONAL LIABILITY

Pays up to the limits as stated in **Schedule of Benefit**.

We will indemnify **You** for legal liability to a third party arising during the **Period of Insurance** as a result of:

a) Accidental bodily **Injury** to third party.
b) Accidental loss of or damage to third party property.

In addition, **We** will indemnify **You** for:

a) The amount that **You** are held liable for the third party; and/or

b) The cost and expenses incurred on the defense of claim subject to **Our** written approval and consents.

EXCLUSION APPLICABLE TO BENEFIT 8:

Claims arising directly or indirectly from, in respect of or due to:

i) Employer's liability, contractual liability or liability due to the actions of any of **Your** family members.

ii) Animals belonging to, or in the care, custody or control of **You**.

iii) Any wilful, malicious or unlawful act.

iv) Pursuit of trade, business or profession.

v) Ownership or occupation of land or building (other than occupation only for any temporary residence).

vi) Ownership, possession or use of vehicles, aircraft or watercraft.

vii) Mountaineering, ski racing in major events, ski jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies or the use of firearms.

viii) Legal cost resulting from any criminal proceedings.

ix) Judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

CONDITION APPLICABLE TO BENEFIT 8

Except with the written consent from **Us**, no person is entitled to admit liability on **Your** behalf or to give any representation or other undertaking binding upon **You**. **We** shall be entitled to conduct all proceedings arising out of or in connection with claims in **Your** name and to instruct solicitors of **Our** choice for this purpose.

BENEFIT 9 — LOSS OF DEPOSIT OR CANCELLATION/CURTAILMENT

Pays up to the limits as stated in **Schedule of Benefit**.

BENEFIT 9A — Loss Of Deposit Or Cancellation

Loss of irrecoverable deposits or charges paid in advance or contracted to be paid for **Your** benefit only in the event of necessary and unavoidable cancellation by **You** from causes beyond **Your** control occurring after this insurance has been effected due to any one of the following events:

a) **You** and/or **Your Immediate Family Member** and/or **Your Travel Companion** suffer death, **Serious Injury or Serious Illness**. A death certificate must be obtained or written advice from the attending **Medical Practitioner** treating **You** and/or **Your Immediate Family Member** and/or **Your Travel Companion** confirming the advisability to cancel the planned trip due to **Serious Injury or Serious Illness**.

b) Unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond **Your** control at the planned destination.

c) Witness summons which were not made known to **You** prior to purchasing this insurance.

d) Serious damage to **Your** permanent residence in Malaysia due to fire, flood or similar natural disaster occurring one week before the commencement date of the trip and if **Your** presence is required at the premises on the commencement date of the trip.

We will not pay for any loss if this insurance is not purchased at least seven (7) days before commencement date of the trip.

BENEFIT 9B — Curtailment

Proportional return of the irrecoverable prepaid cost of the planned holiday as shown on the booking invoice, calculated at pro rata basis from the date of arrival back in Malaysia for each complete day of the planned holiday lost, due to necessary and unavoidable **Curtailment** (as defined) of the planned holiday due to any one of the following events:

a) **You** suffer **Serious Injury or Serious Illness** and upon medical advice.

b) Unexpected death, **Serious Injury or Serious Illness** of **Your Immediate Family Member** or **Your Travel Companion**.

c) **Hijacking** of the aircraft in which **You** are on board as a fare-paying passenger.

d) Natural disasters which prevent **You** from continuing with **Your** scheduled trip.

e) Serious damage to **Your** permanent residence in Malaysia due to fire, flood or similar natural disaster which requires **Your** presence on the premises.

f) Unexpected outbreak of strike, riot or civil commotion occurring during the trip which is beyond **Your** control at the planned destination that will put **Your** life in danger.

It is essential that a medical certificate is obtained from the **Medical Practitioner** treating **You** confirming the advisability to return to Malaysia due to **Your Serious Injury or Serious Illness**.

You can only claim either Benefit 9A or Benefit 9B for any one event.

EXCLUSION APPLICABLE TO BENEFIT 9:

Claims arising directly or indirectly from or as a result of:

i) Any government requirement, regulation or act, 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 holiday as well as of the agent or tour operator through whom the holiday was booked.

ii) **Your** disinclination to travel or **Your** financial circumstances.

iii) Any unlawful act or criminal proceedings were brought against **You** on whom the booked trip depends other than just being an attendance under subpoena as a witness at a court of law.

iv) Failure to notify travel agent or tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangement.

v) **Your** business, financial or contractual obligation or those of **Your Travel Companion**(s).

vi) Any loss that is recoverable from any relevant parties.

vii) Cancellation of flight by **Common Carrier**.

BENEFIT 10 — HIJACKING

Pays up to the limits as stated in **Schedule of Benefit**.

In the event that the scheduled aircraft or sea vessel or rail in which **You** are travelling in is hijacked or subject to the control of the person(s) or their associates making the **Hijack**, **We** will pay as specified in **Schedule** of Benefit provided that:

a) The **Hijack** must be more than twenty-four (24) consecutive hours in duration and RM1,250 is payable for every complete twenty-four (24) consecutive hours of **Hijack**.

b) Official documentation from the airline or sea vessel or rail carrier, police or military authority is submitted in support of any claim under this benefit which states the date, time and duration of the **Hijack**.

c) **You** or member of **Your** family is not a party of the hijackers.

BENEFIT 11 — EMERGENCY MEDICAL EVACUATION AND REPATRIATION

We will arrange and pay for the necessary expenses incurred by **You** for emergency transportation and medical care en-route to evacuate **You** who suffer a critical medical condition due to **Accident** or **Illness** while in **Overseas** from the **Hospital** of initial admission to the nearest **Hospital** where appropriate care and treatment are available. In the event **You** are hospitalised in **Overseas** due to **Accident** or **Illness** and it is necessary for **You** to be repatriated back to Malaysia including East to West Malaysia and vice versa to continue treatment, **We** will arrange and pay the reasonable and necessary costs of medical repatriation including the reasonable transportation costs of one qualified medical attendant accompanying **You**. **We** will pay up to the limit specified in the **Schedule of Benefit** for this benefit subject to the **Policy** provisions, exclusions and conditions.

We have appointed Europ Assistance as the service provider for the 24-hours Emergency Medical Evacuation and Repatriation services while **You** are in **Overseas**. In addition, **You** may also contact Europ Assistance for telephone medical advice, medical service provider referral and inoculation and visa requirement information prior to travel.

In the event of such medical evacuation and repatriation, **You** must contact Europ Assistance at 03-7841 5750 / 03-7628 3770 for assistance and:

a) **We** upon the advice of Europ Assistance in discharging the Emergency Medical Evacuation and Repatriation shall both retain the absolute right to decide whether **Your** critical medical condition due to **Accident** or **Illness** is sufficiently serious to warrant such medical evacuation and repatriation. **We** and Europ Assistance further reserve the right to decide the place to which **You** shall be evacuated and the means or method of transportations for both the evacuation and repatriation.

b) **We**, working via Europ Assistance, shall endeavour on a best effort basis to provide the services and are subject to local and/or international resource availability and must be within the scope of national and international law and regulations. Intervention may depend on Europ Assistance being able to attain the necessary authorisations issued by the various authorities concerned, which is outside of the control or influence of Europ Assistance.

c) **We** shall not provide services to **You**, which in the sole opinion of **Us** and Europ Assistance that are the location of the areas represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, adverse weather conditions, war risk or political unrest.

d) **We** shall not be responsible or liable in any way whatsoever in the event of any failure by Europ Assistance to render the services or any negligence, wilful or otherwise, on the part of Europ Assistance in rendering the services.

e) In the case the service provider ceases to provide the service, **We** reserve the right to appoint another service provider to continue to provide the service.

f) This benefit is not guaranteed and **We** reserve the right to revise, suspend, remove or cancel this benefit at any time by delivering a written notice of the same to **You** at **Your** last known address as informed to **Us**. In such circumstances, the premiums shall be adjusted accordingly, if deemed necessary by **Us**.

BENEFIT 12 — REPATRIATION OF MORTAL REMAINS

In the event of **Your** death due to **Accident** or **Illness** during **Period of Insurance** while in **Overseas**, **We** will reimburse the reasonable cost of transportation of **Your** body back to Malaysia including East to West Malaysia and vice versa. Where applicable, **We** will reimburse reasonable charges for burial or cremation in the locality where **Your** death occurs including the reasonable cost of transportation of **Your** ashes to Malaysia including East to West Malaysia and vice versa up to the limit as stated in **Schedule of Benefit**.

EXCLUSION APPLICABLE TO BENEFIT 12:

Claims arising directly or indirectly from or as a result of:

i) Any expenses incurred for services provided by another party, of which **You** are not liable to pay, and

ii) Any expenses for a service not approved by **Us**.

BENEFIT 13 — OVERBOOKED FLIGHT

We will pay RM200 for every complete six (6) consecutive hours delay up to the limit stated in **Schedule of Benefit**, if **You** are denied boarding a commercial scheduled air carrier due to overbooking, and no alternative transportation is made available within six (6) consecutive hours from the original scheduled departure time specified in printed itinerary.

EXCLUSION APPLICABLE TO BENEFIT 13:

Claims arising directly or indirectly from or as a result of:

i) Journey arranged through unlicensed travel agent.

ii) Absence of written confirmation from the air carrier or their handling agents confirming the ticket is overbooked.

BENEFIT 14 — MISSED DEPARTURE

We will pay up to the limit stated in **Schedule of Benefit**, for additional accommodation and travel costs necessarily and reasonably incurred while returning to Malaysia including East to West Malaysia and vice versa due to mechanical breakdown of **Common Carrier** services, and causing **You** unable to reach departure port, airport or train station as specified in ticket.

You must obtain confirmation of mechanical breakdown in writing from **Common Carrier** or their handling agents.

EXCLUSION APPLICABLE TO BENEFIT 14:

Claims arising directly or indirectly from or as a result of:

i) **Your** failure to check in at the airport, station or port as stated in the travel itinerary given to **You**.

ii) Late arrival at the airport, station or port after check-in or booking-in time.

BENEFIT 15 — REROUTING OF TRAVEL

We will pay amount stated in **Schedule of Benefit** for a delay of scheduled **Common Carrier** transportation for complete six (6) hours consecutively, due to rerouting of the original scheduled time specified in printed itinerary as a result of strike or industrial action, adverse weather conditions or mechanical breakdown.

EXCLUSION APPLICABLE TO BENEFIT 15:

Claims arising directly or indirectly from or as a result of:

i) Rerouting of travel arising from strike or industrial action which commenced or was announced before purchase of the insurance.

ii) **Your** failure to obtain a written confirmation from the **Common Carrier** or their handling agents on the number of hours delayed and the reason for such delay.

iii) Delay in arrival at the destination as a result of delay in departure of the scheduled **Common Carrier**.

BENEFIT 16 — CHILD EDUCATION FUND

We will pay the amount stated in **Schedule of Benefit** in the event that **You** suffer death caused by an **Accident** while in **Overseas** during the **Period of Insurance**, and have surviving **Child**(ren) (regardless of the number of **Children**) on the date of **Accident**.

BENEFIT 17 — CREDIT CARD INDEMNITY UPON ACCIDENTAL DEATH

We will reimburse **Your** outstanding credit card expenses incurred in **Overseas** if **You** die at **Overseas** as a result of **Accident** during **Period of Insurance**.

BENEFIT 18 — HOME CONTENTS

In the event **You** suffer physical loss or damage to **Your Home Contents** from **Your** residence in Malaysia that was left vacant while **You** are in **Overseas**, as a result of fire or **Theft** during the **Period of Insurance**, then **We** shall reimburse losses up to the limit as stated in **Schedule of Benefit**.

EXCLUSION APPLICABLE TO BENEFIT 18:

Claims arising directly or indirectly from or as a result of:

i) Loss or damage either caused by **Your** wilful act or with **Your** involvement.

ii) Loss (whether temporary or permanent) of **Your** property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicles or things containing the same by any government authorities.

iii) Consequential loss or damage of any kind.

iv) Business or professional use in respect of photographic and sports equipment and accessories and musical instruments.

v) Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.

vi) Losses recoverable from any other insurance taken up by **You** to insure **Your Home Contents**.

BENEFIT 19 — LOSS OF USE OF HOTEL FACILITIES

We will pay the amount per day and up to maximum of fifteen (15) days as stated in **Schedule of Benefit**, due to unavailability of pre-paid hotel accommodation with respect to the additional expenses incurred by **You** for alternative accommodation, as a result of fire, flood, riot, strike or industrial action of the booked hotel during **Period of Insurance** while **You** are in **Overseas**.

To qualify for this benefit, **You** must check in according to the original itinerary. In the event **You** are prevented from checking in at the pre-booked hotel accommodation due to the contingencies mentioned above, **You** must obtain written confirmation from the hotel or handling agents stating the duration and reason for finding alternative accommodation.

EXCLUSION APPLICABLE TO BENEFIT 19:

Claims arising directly or indirectly from or as a result of fire, flood, riot, strike or industrial action which commenced or was announced on or before the purchase of this insurance.

BENEFIT 20 — RENTAL VEHICLE EXCESS COVER

We will reimburse up to the limits as stated in **Schedule of Benefit**, for any excess or deductible which **You** are legally liable under a car rental contract while **You** are in **Overseas** in the event of an **Accident** to the rented vehicle during the **Period of Insurance**.

Provided:

i) The rental vehicle is rented from a licensed rental agency/company.

ii) Being part of the hiring agreement, **You** must purchase comprehensive motor insurance protecting against loss or damage to rental vehicle during rental period.

iii) **You** must comply with all the requirements of rental agency/company under the hiring agreement and the insurer of the rental vehicle as well as laws, rules, and regulations of the country.

iv) The rental vehicle must be rented by **You** or any **Immediate Family Members** named as the **Insured Person / Insured** under the **Schedule** and must hold a legally valid licence(s) to drive the rental vehicle provided always that **You** and **Your Immediate Family Members** are not disqualified by any order from a Court of Law or are not prohibited by reasons of any law, enactment, rule or regulation from renting and driving during the **Period of Insurance**.

EXCLUSION APPLICABLE TO BENEFIT 20:

Claims arising directly or indirectly from or as a result of:

i) Loss or damage arising from operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country.

ii) Loss or damage not due to an **Accident** involving the rented vehicle.

BENEFIT 21 — ADDITIONAL COSTS FOR RETURN OF THE RENTAL VEHICLE

We will reimburse up to the limits as stated in **Schedule of Benefit**, if **You** incur additional costs to the rental vehicle in the event **You** are unable to return the rental vehicle to the licensed rental agency/company at the nearest vehicle rental depot while on a trip in **Overseas**, as a result of **Your Injury** or **Illness** which requires hospitalisation during the **Period of Insurance**.

This benefit is applicable only if **You** are liable for the cost under the car rental agreement.

EXCLUSION APPLICABLE TO BENEFIT 21:

Claims arising directly or indirectly from or as a result of:

i) Failure to comply with all the requirements of rental agreement.

ii) Taking part or practising for speed or time trials of any kind.

iii) Not fully licensed to drive the rented vehicle.

BENEFIT 22 — EMERGENCY MOBILE PHONE CHARGES

We will reimburse **Your** international mobile phone charges up to the limits as stated in **Schedule of Benefit**, if **You** suffer **Injury** or **Illness** requiring hospitalisation during the **Period of Insurance**. **You** must submit receipt in order to obtain reimbursement from **Us**.

3 General Exclusions Applicable To All Benefits

This **Policy** does not cover losses or claims caused by or arising out of:

1. Directly or indirectly occasioned by, happening through or in consequence of:
   a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or riot or civil commotion.
   b) **You** engaging in sports or games in a professional capacity or where **You** would or could earn income or remuneration from engaging in such sports or games.
   c) **Accidents** whilst engaging in racing, speed testing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), rock climbing, hiking or trekking in remote areas unless with licensed guides, any activity involving **You** being airborne (whether suspended or not) not limiting to parachuting, pot-holing, hand gliding, bungee jumping, sky diving, underwater activities requiring the use of artificial breathing apparatus (except scuba diving undertaken for leisure purpose), hunting, martial arts, wrestling, boxing and horse-riding (except undertaken for leisure purpose).
   d) Self-inflicted **Injury** or **Illness**, insanity, venereal disease, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), the effect or influence, temporary or otherwise, of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
   e) Nuclear fission, nuclear fusion or radioactive contamination.
   f) Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
   g) **Your** failure to obtain required vaccinations before departure.
2. In respect of any property more specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance.
3. Claims or incidents which may give rise to a claim not notified in writing to **Us** within thirty-one (31) days from the date of **Accident**/incident.
4. **You** are travelling contrary to the advice of a **Medical Practitioner** and/or are travelling for the purpose of obtaining medical treatment **Overseas**.
5. **You** are flying or travelling other than as a fare-paying passenger on a regular scheduled licensed airline or licensed chartered aircraft on scheduled route and helicopter.
6. **You** are engaged in any activities relating to naval, military or air forces or police forces, offshore, manual work in connection with any trade, profession and employment, overseas secondment, ship crew, mining, handling of explosive, professional diving or sports and air crew, as part of **Your** occupation.
7. **Pre-Existing Conditions**, pregnancy, childbirth, miscarriage, abortion and all related complications unless caused solely and directly by the **Accident**, **Illness** or disorders of a psychological nature, any anxiety state and/or nervous depressions, mental illness.
8. Any loss due to currency exchanges of any and every description.
9. Any illegal activities.
10. **Your** direct participation in terrorist acts.
11. **You** undertaking any journey against the travel advice of the Ministry of Foreign Affairs of Malaysia or the Ministry of Health of Malaysia in relation to actual or threatened strike, riot or civil commotion, war or warlike situation, outbreak of disease (including an epidemic/pandemic) or unsafe health conditions, or impending natural disasters, to the country or territory of **Your** destination, unless the journey had already commenced prior to the issuance of the travel advice.

12. Any event that has occurred resulting in **You** being incapable or not being able to travel and such event was made known to **You** or which **You** were aware of or which was publicly known as reported in the media at the time **You** purchased **Your Policy** or when **Your** journey was booked (whichever is later).

13. Cyber Loss Limited Exclusion Clause

    a) Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.

    b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:

        i. the use or operation of any Computer System or Computer Network;

        ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

        iii. access to, processing, transmission, storage or use of any Data;

        iv. inability to access, process, transmit, store or use any Data;

        v. any threat of or any hoax relating to i. to iv. above;

        vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.

    c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

    d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

    e) Data means information used, accessed, processed, transmitted or stored by a Computer System.

14. Pandemic Exclusion Clause

    a) This **Policy** shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.

    b) Pandemics according to paragraph a) are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.

    c) If the Company allege that by reason of this exclusion any loss is not covered by this **Policy**, the burden of providing the contrary shall be upon the **Insured**.

    Subject otherwise to the terms and conditions of this **Policy**.

4 Conditions

1. INTERPRETATION

This **Policy**, **Schedule of Benefit** and **Schedule** shall be read together as one contract and constitute the entire contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this contract and any word or expression to which specific meaning has been attached in any part of this **Policy**, **Schedule of Benefit** or of the **Schedule** shall bear such specific meaning wherever it may appear.

2. TO WHOM INDEMNITIES ARE PAYABLE

Indemnity for loss of **Your** life is payable to the named beneficiary(ies) or nominee(s), or otherwise to **Your** estate. All other indemnities of this **Policy** are payable to **You**.

3. COMPLIANCE WITH CONDITIONS

You shall ensure the due compliance and observance of all terms, conditions and endorsements of this **Policy** in so far as they relate to anything to be done or complied with by **You** and which affect **Our** liability to make payment under this **Policy**.

4. REASONABLE CARE

You must exercise reasonable care and prevent **Accidents**, **Injury**, **Illness**, loss or damage at all times.

5. MISREPRESENTATION/FRAUD

This **Policy** may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by **You** which **You** knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including **Us**) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud **Us**.

6. CLAIMS

In the event of a claim **You** shall:

a) advise **Us** in writing as soon as possible but in any event not later than thirty-one (31) days from the date of **Accident**/incident.

b) provide documents, information and evidence as may be required by **Us** at **Your** expense.

c) in the case of loss or damage to baggage, immediate notice in writing must be given to police, transport and other authorities as the case may be and in the case of an airline, Property Irregularity Report obtained.

d) in the event of Loss of **Money** and/or Travel Documents, losses must be reported to the police within twenty-four (24) hours of discovery and a police report obtained.

7. COMPANY RIGHTS AFTER CLAIM

We shall be notified to conduct in **Your** name and on **Your** behalf of any defence or settlement of any legal action and take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation from any third party in respect of anything covered under this **Policy**. In the event of **Your** death **We** shall have the right to have a post-mortem at **Our** own expense.

8. CONTRIBUTION

If at the time of any loss, damage or liability arising under this **Policy** and there is any other insurance covering the same loss, damage or liability, **We** will pay only its rateable proportion.

9. ARBITRATION

All differences arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by the 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 of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings 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** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all purposes will be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. PREMIUM (APPLICABLE FOR PER TRIP PLAN)

No refund of premium is allowed once the insurance **Policy/Schedule** is issued.

11. CANCELLATION (APPLICABLE FOR ANNUAL TRIP PLAN/POLICY)

We may at any time by giving seven (7) days' notice to the **Insured/You** by registered letter at the **Insured's/Your** last known address be at liberty to determine and cancel this **Policy**, provided that **We** shall in that event on demand return to the **Insured/You** a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This **Policy** may be cancelled at any time by **You** on seven (7) days' notice in writing to **Us** and in such event **You** shall be entitled to a return of the premium less premium at **Our** short rates for the time the **Policy** has been in force during the current **Period of Insurance**.

Short rates

Period Insured Not Exceeding	Percentage (%) of Annual Rate Charged	Percentage (%) of Refund of Annual Premium
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
Period exceeding 11 months	100	No refund

12. AGE LIMIT

You shall not be less than thirty (30) days nor more than eighty (80) years of age.

13. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be liable to pay any benefit under this **policy** to the extent that such cover, payment of claim or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom, United States of America or Malaysia.

5 Endorsements, Variations And Extensions (Not included In The Policy Unless Specified In The Policy Schedule)

TERRORISM COVER (Excluding Nuclear, Chemical or Biological Weapons of Mass Destruction)

It is hereby declared and agreed that this **Policy** is extended to cover death, disablement and losses arising from **Terrorism** acts but shall exclude **Terrorism** as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

a) **Terrorism** means an act, or acts of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear. **Terrorism** can include, but not limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **Terrorism** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapons or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death among people or animals.

c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death among people or animals.

d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death among people or animals.

6 Important Notice

1. The **Insured/You** shall read this **Policy** carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the policyholder/**Insured Person**, advice should immediately be given to **Us** and the **Policy** returned for alteration.

2. Any **Insured / Insured Person** who is not satisfied with the course of the action or decision of **Us** may seek recourse through **Our** Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or to approach Bank Negara Malaysia's BNMLINK addressed below:

   a) **Complaints Management Unit**
   Liberty General Insurance Berhad
   Customer Service Executive, Customer Contact Centre
   Liberty Insurance Tower,
   CT9, Pavilion Damansara Heights,
   3, Jalan Damanlela,
   Pusat Bandar Damansara,
   50490 Kuala Lumpur.
   Tel : +603-2268 3333 or 1800 88 3833
   Email : customer@kurnia.com
   Website : www.kurnia.com

   b) **Financial Markets Ombudsman Service (FMOS)**
   (Formerly known as Ombudsman for Financial Services)
   Company No.: 200401025885
   General Line: +603 2272 2811
   Address : Level 14, Main Block,
   Menara Takaful Malaysia,
   No. 4, Jalan Sultan Sulaiman,
   50000 Kuala Lumpur.
   Website : www.fmos.org.my

   c) **BNMLINK**
   Bank Negara Malaysia
   4th Floor, Podium Bangunan AICB,
   No. 10, Jalan Dato' Onn,
   50480 Kuala Lumpur.
   e-Link : bnm.gov.my/BNMLINK
   Website : www.bnm.gov.my