

## KURNIA TRAVEL SUPREME POLICY

AmGeneral Insurance Berhad (hereinafter called the Company), agree, subject to the terms, exceptions and conditions contained herein or endorsed, that if during the Period of Insurance, any Insured Person suffers loss as shown below the Company will indemnify the Insured Person to the extent as defined.

### GEOGRAPHICAL LIMITS:

- (1) Area 1: Shall be limited to the following countries only:  
Malaysia (East to West Malaysia and vice versa), Australia, Brunei, Cambodia, China (excluding Mongolia & Tibet), Hong Kong, India, Indonesia, Japan, Korea, Laos, Myanmar, New Zealand, Pakistan, 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

Under Benefit 9A (Loss of Deposit or Cancellation) insurance is effective immediately this policy/ Certificate of Insurance is issued and terminates on commencement of the planned trip from Malaysia. In respect of all other Benefits, insurance commences when the Insured Person leaves his / her place of residence or business in Malaysia (whichever is the later) to commence the journey until the time of return to his / her place of residence or business in Malaysia (whichever is earlier) on completion of the journey. In any event not to commence more than twenty four (24) hours prior to booked departure time or cease more than twenty four (24) hours after booked return to Malaysia. 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 schedule time of arrival at the final destination abroad. In respect of one way cover any stopover should not exceed one (1) month. The Insured Person should be a Malaysian or a Permanent Resident of Malaysia or Work Permit Holders in Malaysia and their dependants residing in Malaysia.

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 Per Trip Plan.

No extension is allowed to Period of Insurance.

### AUTOMATIC EXTENSION FOR RETURN DELAYS

In the event of the delay beyond the control of the Insured Person 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) the Insured person is hospitalised due to serious illness or accidental bodily injury; or
- (b) the Insured Person is quarantined overseas as recommended by a Medical Practitioner; or
- (c) the scheduled common carrier in which the Insured Person is travelling being unavoidable delayed (excluding mechanical or structural defect of any land conveyance except rail).

The Insured Person must provide documented proof of the reasons for the delay.

### 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 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 Person biological / legal adopted / step child / children who is / are unemployed and unmarried, age 30 days to 18 years or up to 23 years old, if he / she is studying full-time in a recognized institution of higher learning.

#### Family Plan

means you, your legal spouse and any number of your 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 under-ground train; and
- (b) Any fixed-wings aircraft operated by a licensed commercial airline or scheduled chartered flight and helicopter operating in between established and recognized 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 the Insured Person is travelling in.

#### 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 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 Insured Person during the Period of Insurance caused solely and directly by an Accident.

#### Insured Person

means the person described in the Policy Schedule and including his / her dependant (if applicable).

**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 which Insured Person has received medical treatment, diagnosis, consultation or prescribed drugs.

**Immediate Family Member**

means spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law.

**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 who registered, licensed and qualified to practise Western Medicine within the scope of expertise in the geographical area and jurisdiction in where the medical services are provided.

**Money**

means cash, bank or currency notes or traveller cheques.

**Pre-Existing Conditions**

means any medical conditions of an Insured Person:

- (a) which have been diagnosed; or
- (b) for which symptoms existed that would cause an ordinary prudent person to seek diagnosis, care or treatment; or
- (c) for which medical treatment was recommended by Medical Practitioner, irrespective of whether treatment was actually received prior to the Commencement Date of this Policy.

**Permanent Total Disablement**

means physical disablement as a result of injury and commencing within twelve (12) months from the date of bodily injury, an Insured Person is totally, continuously and permanently disabled for twelve (12) continuous months and is prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him / her 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 it 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.

## Serious Injury or Serious Illness

Whenever applied to the Insured Person, it shall mean the Insured Person is treated by a Medical Practitioner in a Hospital and he / she is hospitalised for at least twenty four (24) consecutive hours and is being certified by the Medical Practitioner as unfit to travel or continue with his / her planned trip. When applied to the Immediate Family Member, it shall mean Injury or Illness certified as being dangerous to life by a Medical Practitioner and he / she requires hospitalisation for at least twenty four (24) consecutive hours which resulted in the discontinuation or cancellation of the Insured Person's planned trip.

## 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 belonging 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.

## **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 an Insured Person during the Period of Insurance the following benefits will be paid in accordance to the plan selected:

- (A) Accidental Death - 100% )
- (B) Permanent Total Disablement - 100% ) Of Sum Insured
- (C) Loss of one or more Limbs or one or both Eyes - 100% )

## EXCLUDING:

- (i) Pre-Existing Conditions.
- (ii) For all bodily Injury / injuries sustained prior to purchase of Policy and which can manifest after the purchase of 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 the Company that the disablement has continued for twelve (12) calendar months of bodily Injury and in all probability will continue for the remainder of the Insured Person's life.
- (ii) The maximum amount of all benefits payable under Benefit 1 during the Period of Insurance shall not exceed Per Insured Person and Per Family limits as stated in Schedule of Benefit.

## **BENEFIT 2 - MEDICAL AND OTHER EXPENSES**

The Company reimburses / pays Insured Person or Family up to the limits as stated in Schedule of Benefit in Illness or Accidental bodily Injury occurs during Period of Insurance

### **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 outside Malaysia but including East Malaysia for West Malaysia residents and vice versa giving rise to a claim as a direct result of Accidental bodily Injury sustained by or Illness of the Insured Person occurring during the Period of Insurance.

### **BENEFIT 2B – Compassionate Visitation (Due To Hospitalisation Of Insured Person While Abroad including East to West Malaysia And Vice Versa)**

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

However, we will pay for additional accommodation and travelling expenses of an adult member of the Insured Person's Immediate Family Member who is travelling with Insured Person and has to care for the Insured Person who is hospitalised as a result of a covered condition.

### **BENEFIT 2C – Compassionate Visitation (Due To Death Of Insured Person While Abroad Including East to West Malaysia And Vice Versa)**

Additional accommodation and travelling expenses for a relative or friend require to assist in burial or cremation arrangements in the event Insured Person's death resulted from an Accident or Illness abroad including East to West Malaysia and vice versa which occurred during the Period of Insurance, while no adult member of Insured Person's Immediate Family is present. The reimbursement is up to Per Insured Person and Per Family limits as stated in Schedule of Benefit.

However, we will pay for additional accommodation and travelling expenses of an adult member of the Insured Person's Immediate Family Member who is travelling with Insured Person and to assist in burial or cremation arrangements as a result of a covered condition.

Note: Claim is payable either under Benefit 2B or Benefit 2C but not both for the same event.

### **BENEFIT 2D – Follow Up Medical Treatment**

The necessary medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) reasonably incurred by the Insured Person in Malaysia within ninety (90) days after the Insured Person's return from abroad including East to West Malaysia and vice versa, such expenses having resulted from an Accident or Illness abroad including East to West Malaysia and vice versa which occurred during the Period of Insurance up to Per Insured Person and Per Family limits as stated in Schedule of Benefit.

### **BENEFIT 2E – Alternative Medicine**

Required alternative medical treatment expenses incurred resulted from Accident up to Per Insured Person and Per Family limits as stated in Schedule of Benefit, of which the treatment must be provided by registered traditional medicine practitioner, osteopath, physiotherapist and / or chiropractor provided treatment is first treated by a Medical Practitioner. Any treatment provided by Immediate Family Member of Insured Person will be excluded. All claims must be submitted together with original official receipts.

#### **BENEFIT 2F – Child Care Benefit**

Additional accommodation and travelling expenses as Per Insured Person and Per Family limits as stated in the Schedule of Benefits for the Insured Person's Immediate Family Member, relative or friend (if no adult is present to look after the child), who is travelling with the Insured Person, required on medical advice from the treating Medical Practitioner of the Insured Person to take care and to accompany the Insured Person's child back to Malaysia in the event Insured Person is hospitalised resulted from an Accident or Illness abroad including East to West Malaysia and vice versa which occur during Period of Insurance.

However, we will pay for additional accommodation and travelling expenses of an adult member of the Insured Person's Immediate Family Member, relative or friend who is travelling with Insured Person and has to care for the Insured Person's child.

#### **BENEFIT 2 (MEDICAL & OTHER EXPENSES) EXCLUDING:**

- (i) Medical treatment in Malaysia except as specified.
- (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.
- (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 the Insured Person can be reasonably delayed until the Insured Person's return to Malaysia (except as specially provided for in Benefit 2D).
- (viii) The Insured Person travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or have suffered any major Illness or disability for the last twelve (12) months.

#### **BENEFIT 3 - HOSPITAL ALLOWANCE**

Pays up to Per Insured Person and Per Family limits as stated in Schedule of Benefit.

In the event that the Insured Person is admitted to a hospital abroad including East to West Malaysia and vice versa as an in-patient due to Accidental bodily Injury or Illness of the Insured Person sustained abroad including East to West Malaysia and vice versa during the Period of Insurance, the Company will pay to the Insured Person the benefit as specified on the above for every complete day the Insured Person is hospitalised for a maximum period of thirty (30) days.

#### **EXCLUDING:**

- (i) For all bodily Injury / injuries sustained prior to purchase of Policy and which can manifest after the purchase of Policy.
- (ii) Treatment or aid obtained in Malaysia.
- (iii) Surgery or medical treatment which in the opinion of a Medical Practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to Malaysia.
- (iv) Pre-Existing Conditions.
- (v) Pregnancy, miscarriage or childbirth.
- (vi) The Insured Person travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or have suffered any major Illness or disability for the last twelve (12) months.

## **BENEFIT 4 – BAGGAGE AND PERSONAL EFFECTS**

Pays up to Per Insured Person and Per Family limits as stated in Schedule of Benefit.

Loss of or damage to baggage taken along (excluding foodstuffs) and / or purchased during the trip (including clothing and personal effects worn or carried with the person, trunks and suitcases), occurring during the Insured Person's journey and owned by the Insured Person.

In the event that the Insured Person purchases a comparable replacement for the lost article, the Company will pay the replacement cost provided the lost article was not more than two (2) years old at the date of loss. If the Insured Person 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 the Company 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 of or damage to any property insured forming part of a pair or set the liability of the Company shall not exceed a proportionate part of the value on the pair or set.

Company shall not be liable for more than RM500.00 in respect of any one article or pair or set articles.

Note: An Insured Person cannot claim under both Benefit 4 and 6 for the same event.

### **EXCLUDING:**

- (i) Loss or damage to stamps, documents, contact or corneal lenses, damage to fragile articles such as cameras, handphones, 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 or samples.
- (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 the Insured Person has received compensation from Common Carrier or other authorities.

## **BENEFIT 5 – LOSS OF MONEY AND / OR TRAVEL DOCUMENTS**

Pays up to the Per Insured Person and Per Family 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 overseas that are essential to continue and complete your journey arising out of theft whilst abroad including East to West Malaysia and vice versa during the Period of Insurance. For such losses, the Insured Person must report to the local police station at the place of loss within twenty four (24) hours after the incident and he / she must obtain a police report to substantiate the claim.

### **EXCLUDING:**

- (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 of the Insured Person's failure to take care and precautions for the security and safeguard of the Money/ travel documents.
- (v) In respect of which the Insured Person has received compensation from Common Carrier or other authorities.
- (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.

#### WARRANTY:

Money must be kept with Insured Person at all times except when in a hotel safe.

### **BENEFIT 6 - DELAYED BAGGAGE**

Pays up to the Per Insured Person and Per Family limits as stated in Schedule of Benefit.

The Company will pay for emergency purchases of essential items of clothing or requisites consequent upon temporary deprivation of baggage for at least six (6) consecutive hours or more from the time of arrival at destination abroad including East to West Malaysia and vice versa due to misdirection in delivery as confirmed by the airline or shipping line. The Company will pay RM250 for every complete and consecutive six (6) hours of delay. Proof of purchase must be given to substantiate the claim.

Note: An Insured Person cannot claim under both Benefit 4 and 6 for the same event.

### **BENEFIT 7 - TRAVEL DELAY**

Pays up to the Per Insured Person and Per Family limits as stated in Schedule of Benefit.

In the event that the aircraft or sea vessel or Common Carrier in which the Insured Person 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 the Insured Person due to strike, industrial action, adverse weather conditions or mechanical breakdown / derangement of that aircraft or sea vessel or due to grounding of an aircraft or sea vessel as a result of mechanical or structural defect, as confirmed by the airline or shipping line, the Company will pay RM250 for every complete six (6) consecutive hours of delay (the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary).

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 due to strike, industrial action, adverse weather conditions or mechanical breakdown / derangement of the aircraft or due to grounding of the aircraft as a result of mechanical or structural defect, as confirmed by the airline, and no alternative onward transportation is made available to you within four (4) hours of the actual arrival time of the incoming aircraft, the Company will pay RM250.

The travel delay / misconnection of aircraft must be verified by the operator(s) of the scheduled common carrier or their handling agent(s) on the number of hours delayed / misconnection of aircraft details. For travel delay claims, if Insured Person receive compensation whether all or partially from any sources, then this benefit will only be liable for the excess of amount recoverable from other sources.

#### EXCLUDING:

Claims arising directly or indirectly from:

- (i) Failure of the Insured Person to check-in according to the itinerary supplied to him / her, and obtains written confirmation from the carriers or their handling agents on the number of hours of delayed / misconnection of aircraft and the reason for such delay / misconnection.
- (ii) Strike or industrial action existing at the date this insurance is purchased by the Insured Person.
- (iii) Late arrival of the Insured Person 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).



## **BENEFIT 8 - PERSONAL LIABILITY**

Pays up to the Per Insured Person and Per Family limits as stated in Schedule of Benefit.

Indemnify the Insured Person 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, to indemnify the Insured Person for:

- (a) Third Parties' costs and expenses recoverable from the Insured Person.
- (b) The Insured Person's costs and expenses incurred with the prior written consent of the Company.

### **EXCLUDING:**

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

- (i) Employer's Liability, Contractual Liability or liability to a member of an Insured Person's family.
- (ii) Animals belonging to, or in the care, custody or control of an Insured Person.
- (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 of 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 our Company no person is entitled to admit liability on their behalf or to give any representation or other undertaking binding upon them. The Company shall be entitled to conduct all proceedings arising out of or in connection with claims in the name of the Insured Person and to instruct solicitors of their own choice for this purpose.

## **BENEFIT 9 - LOSS OF DEPOSIT OR CANCELLATION / CURTAILMENT**

Pays up to the Per Insured Person and Per Family 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 the benefit of the Insured Person only in the event of necessary and unavoidable cancellation by the Insured Person from causes beyond the control of the Insured Person occurring after this insurance has been effected due to any one of the following events:

- (a) The Insured Person and / or his / her Immediate Family Member suffer death, Serious Injury or Serious Illness. A death certificate must be obtained or written advice from the attending Medical Practitioner treating the Insured Person and / or his / her Immediate Family Member 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 the Insured Person's control at the planned destination.
- (c) Witness summons, which were not made known to you prior to purchasing this insurance.
- (d) Serious damage to Insured Person's permanent residence in Malaysia due to fire, flood or similar natural disaster occurring one week before the commencement date of the trip and your presence is required on the premises on the 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) The Insured Person suffers Serious Injury or Serious Illness and upon medical advice.
- (b) Unexpected death, Serious Injury or Serious Illness of the Insured Person's Immediate Family Member or of the person whom the Insured Person is travelling.
- (c) Hijacking of the aircraft in which the Insured Person is on board as a fare-paying passenger.
- (d) Natural disasters, which prevent Insured Person from continuing with his / her scheduled trip.
- (e) Serious damage to Insured Person's permanent residence in Malaysia due to fire, flood or similar natural disaster, which requires Insured Person's presence on the premises.
- (f) Unexpected outbreak of strike, riot or civil commotion occurring during the trip which is beyond the control of the Insured Person at the planned destination that will put the Insured Person's life in danger.

It is essential that a medical certificate be obtained from the Medical Practitioner treating the Insured Person confirming the advisability to return to Malaysia due to Serious Injury or Illness of the Insured person.

Note: An Insured Person cannot claim under both Benefit 9A and 9B for any one event.

#### **EXCLUDING:**

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) Disinclination to travel or financial circumstances of any Insured Person.
- (iii) Any unlawful act or criminal proceedings of any Insured Person on whom the booked trip depends other than 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 travelling companions.

#### **BENEFIT 10 – HIJACKING**

Pays up to the Per Insured Person and Per Family limits as stated in Schedule of Benefit.

In the event that the scheduled aircraft or sea vessel or rail in which the Insured Person is travelling in is hijacked or subject to the control of the person(s) or their associates making the hijack, the Company 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 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) The Insured Person or member of his / her family is not a party of the hijackers.

## **BENEFIT 11 – EMERGENCY MEDICAL EVACUATION AND REPATRIATION**

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

The Company has appointed Asia Assistance Network (M) Sdn. Bhd. as the service provider for the 24 hours Emergency Medical Evacuation and Repatriation services while the Insured Person is at overseas including East to West Malaysia and vice versa. In addition, the Insured Person may also contact Asia Assistance Network (M) Sdn. Bhd. 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, the Insured Person must contact Asia Assistance Network (M) Sdn. Bhd. at +603-7841 5750 / +603-7628 3770 for assistance and

- (a) The Company upon the advice of Asia Assistance Network (M) Sdn. Bhd. in discharging the Emergency Medical Evacuation and Repatriation shall both retain the absolute right to decide whether the Insured Person's critical medical condition due to Accident or Illness are sufficiently serious to warrant such medical evacuation and repatriation. The Company and Asia Assistance Network (M) Sdn. Bhd. further reserve the right to decide the place to which the Insured Person shall be evacuated and the means or method of transportations for both the evacuation and repatriation.
- (b) The Company, working via Asia Assistance Network (M) Sdn. Bhd. shall endeavour on a best effort basis to provide the services and is 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 Asia Assistance Network (M) Sdn. Bhd. being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of Asia Assistance Network (M) Sdn. Bhd.
- (c) The Company shall not provide services to the Insured Person, who is in the sole opinion of the Company and Asia Assistance Network (M) Sdn. Bhd. is located in areas which 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) The Company shall not be responsible or liable in any way whatsoever in the event of any failure by Asia Assistance Network (M) Sdn. Bhd. to render the services or any negligence, wilful or otherwise on the part of Asia Assistance Network (M) Sdn. Bhd. in rendering the services.

- (e) In the case the service provider ceases to provide the service, the Company reserves the right to appoint another service provider to continue to provide the service.
- (f) This benefit is not guaranteed and the Company reserves the right to revise, suspend, remove or cancel this benefit at any time by delivering a written notice of the same to the Insured Person at his / her last known address as informed to the Company. In such circumstances, the premiums shall be adjusted accordingly, if deemed necessary by the Company.

## **BENEFIT 12 – REPATRIATION OF MORTAL REMAINS**

In the event of Death due to Accident or Illness of Insured Person during Period of Insurance and abroad including East to West Malaysia and vice versa, the Company will pay reasonable charges for burial or cremation in the locality where Insured Person's death occurs. Other reasonable costs of transportation of body or ashes to Malaysia including East to West Malaysia and vice versa are also payable, and subject to a limit as stated in Schedule of Benefit.

### **EXCLUDING:**

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

- (i) Any expenses incurred for services provided by another party, of which Insured Person is not liable to pay, and
- (ii) Any expenses for a service not approved by the Company.

## **BENEFIT 13 – OVERBOOKED FLIGHT**

The Company will pay RM200 for every complete six (6) consecutive hours delay up to the limit stated in Schedule of Benefit, if the Insured Person is 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.

### **EXCLUDING:**

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**

The Company 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 Insured Person unable to reach departure port, airport or train station as specified in ticket.

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

### **EXCLUDING:**

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

- (i) Failure of the Insured Person to check-in at the airport, station or port to the travel itinerary given to the Insured Person.
- (ii) Late arrival at the airport, station or port after check in or booking in time.

## **BENEFIT 15 – REROUTING OF TRAVEL**

The Company 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.

### **EXCLUDING:**

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

- (i) Strike or industrial action existing at the date this insurance is purchased by the Insured Person.
- (ii) Failure of the Insured Person 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**

The Company will pay the amount stated in Schedule of Benefit in the event of Insured Person dies abroad including East to West Malaysia and vice versa during Period of Insurance caused by an Accident, and has surviving Child(ren) (regardless of the number of children) on the date of Accident.

## **BENEFIT 17 – CREDIT CARD INDEMNITY UPON ACCIDENTAL DEATH**

The Company will reimburse the outstanding credit card expenses of Insured Person while incur abroad including East to West Malaysia and vice versa, if Insured Person dies out of Malaysia including East to West Malaysia and vice versa as a result of Accident during Period of Insurance.

## **BENEFIT 18 – HOME CONTENTS**

In the event Insured Person suffers physical loss or damage to his / her Home Contents whilst contained in his / her residence in Malaysia including East to West Malaysia and vice versa that left vacant while abroad including East to West Malaysia and vice versa, as a result of Fire or Theft during the Period of Insurance, then the Company shall reimburse losses up to the limit as stated in Schedule of Benefit.

### **EXCLUDING:**

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

- (i) Loss or damage through the willful act of the Insured Person or with the involvement of Insured Person.
- (ii) Loss (whether temporary or permanent) of the Insured Person's 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 Insured Person to insure his / her Home Contents.

## **BENEFIT 19 – LOSS OF USE OF HOTEL FACILITIES**

The Company will pay the amount per day and maximum fifteen (15) days as stated in Schedule of Benefit, due to unavailability of pre-paid hotel accommodation with respect to the additional expenses incurred for alternative accommodation, as a result of fire, flood, riot, strike or industrial action of the booked hotel during Period of Insurance while Insured Person is abroad including East to West Malaysia and vice versa.

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

### **EXCLUDING:**

Claims arising directly or indirectly from or as a result of fire, flood, riot, strike or industrial action which have commenced or have been announced on or before the date of issuing this Policy.

## **BENEFIT 20 – RENTAL VEHICLE EXCESS COVER**

The Company will reimburse up to Per Insured Person and Per Family limits as stated in Schedule of Benefit, for any excess or deductible which Insured Person is legally liable under a car rental contract while abroad including East to West Malaysia and vice versa 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, Insured Person must purchase comprehensive motor insurance protecting against loss or damage to rental vehicle during rental period.
- (iii) Insured Person 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 Insured Person or any Immediate Family Members named as the Insured Person / Insured under the Policy / Certificate of Insurance and must hold a legally valid license(s) to drive the rental vehicle provided always that Insured Person and Immediate Family Members are not disqualified by any order from a Court of Law or is not prohibited by reasons of any law, enactment, rule or regulation from renting and driving at all material time.

### **EXCLUDING:**

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 OF RENTAL CAR RETURN**

The Company reimburses up to Per Insured Person and Per Family limits as stated in Schedule of Benefit, if Insured Person incurs additional costs of rental vehicle because of unable to return a hired vehicle to licensed rental agency / company at the nearest hire depot, as a result of Insured Person's Injury or Illness requires hospitalisation during Period of Insurance.

This benefit is applicable only if Insured Person is liable for the cost under the car rental agreement.

**EXCLUDING:**

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 practicing for speed or time trials of any kind.
- (iii) Not fully licensed to drive the rented vehicle.

**BENEFIT 22 – EMERGENCY MOBILE PHONE CHARGES**

The Company reimburses Insured Person's international mobile phone charges up to Per Insured Person and Per Family limits as stated in Schedule of Benefit, if Insured Person suffers Injury or Illness requires hospitalisation during Period of Insurance. The Insured Person must submit receipt in order to obtain reimbursement from the Company.

**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) The Insured Person engaging in sports or games in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sports or games.
  - (c) Accidents whilst engaged 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 Insured Person 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) Failure of the Insured Person 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 AmGeneral Insurance Berhad within thirty one (31) days from the date of accident / incident.
4. The Insured Person is travelling contrary to the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or have suffered any major Illness or disability for the last twelve (12) calendar months.



5. The Insured Person flying or travelling otherwise than as a fare-paying passenger on a regular scheduled licensed airline or licensed chartered aircraft on scheduled route and helicopter.
6. The Insured Person is engaged in any activities relating to naval, military or air forces or police forces, manual work, offshore, ship crew, mining, handling of explosive, professional diving or sports and air crew.
7. Pre-existing conditions, pregnancy, childbirth, miscarriage, abortion and all related complications, illness or disorders of a psychological nature, nervous depressions, any anxiety state and / or nervous depressions, mental illness.
8. Any loss due to currency exchanges of any and every description.

## **GENERAL CONDITION**

### **1. INTERPRETATION**

This Policy or Certificate of Insurance and Schedule shall be read together as one contract and constitutes 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 or of the Schedule shall bear such specific meaning wherever it may appear.

### **2. TO WHOM INDEMNITIES PAYABLE**

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

### **3. COMPLIANCE WITH CONDITIONS**

The Insured Person 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 the Insured Person and which affects the liability of the Company to make payment under this Policy

### **4. REASONABLE CARE**

The Insured Person 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 the Insured Person, which the Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and / or determining if the risk should be accepted, with or without the intention to defraud the Company.

### **6. CLAIMS**

In the event of a claim the Insured Person shall:

- (a) advise AmGeneral Insurance Berhad 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 AmGeneral Insurance Berhad at Insured Person's 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 A CLAIM**

The Company shall be notified to conduct in the name and on behalf of the Insured Person the defence or settlement of any legal action and take proceedings at its own expense and for its own benefit but in the name of the Insured Person to recover compensation from any third party in respect of anything covered by this Policy. In the event of the death of the Insured Person, the Company shall have the right to have a post-mortem at its 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 the Company will pay only its rateable proportion.

9. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right or action against the Company.

10. PREMIUM (APPLICABLE FOR PER TRIP PLAN)

No refund of premium is allowed once the insurance Policy / Certificate of Insurance is issued.

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

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

12. AGE LIMIT

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

**ENDORSEMENTS VARIATIONS AND EXTENSIONS**

**(Not Included In The Policy Unless Specified In The 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 acts, 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 amongst 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 amongst 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 amongst people or animals.

## **IMPORTANT NOTICE**

1. The Policyholder / Insured Person 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 Insured Person / Policyholder, advice should immediately be given to the Company and the Policy returned for alteration.
2. Policyholder / Insured Person who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaint Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-
  - a. Complaints Management Unit  
AmGeneral Insurance Berhad  
Menara Shell  
No. 211, Jalan Tun Sambanthan  
50470 Kuala Lumpur  
PO Box 11228, GPO Kuala Lumpur  
50740 W.P. Kuala Lumpur, Malaysia  
Tel : +603-2268 3333  
Fax : +603-2268 2222
  - b. Ombudsman for Financial Services (OFS)  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel : +603-2272 2811  
Fax : +603-2272 1577
  - c. Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur  
Tel : 1300 88 5465  
Fax : +603-2174 1515