

KURNIA CARE TRAVEL INSURANCE 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:

AREA 1 Asia OR AREA 2 Worldwide as defined in the Schedule:

(1) Area 1:

Shall be limited to the following countries only: Malaysia (West to East Malaysia and vice versa), Singapore, Thailand, Indonesia, Philippines, Brunei, Myanmar, Vietnam, China, India, Korea, Pakistan, Japan, Sri Lanka, Taiwan, Cambodia, Hong Kong and Macau.

(2) Area 2: Worldwide

PERIOD OF INSURANCE

Under Benefit 10 (Loss of Deposit and Cancellation only) insurance is effective immediately this certificate 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 which ceases twenty four (24) hours from the schedule time of arrival at the final destination abroad. The Insured Person should be a Malaysian or a Permanent Resident of Malaysia and in respect of one way cover any stopover should not exceed one (1) month unless the delay is beyond the Insured Person's control. This insurance is not valid for travel exceeding a period of six (6) months. 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.

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:

(1) Death by accident	- 100%	}	of Sum Insured
(2) Loss of one or more limbs or one or both eyes	- 100%		
(3) Permanent Total Disablement	- 100%		

EXCLUDING:

- (i) Pre-existing medical conditions.
- (ii) Bodily injury arising from a cause gradually operating upon an Insured Person.
- (iii) Overseas secondment as part of your occupation and manual work in connection with any trade, employment or profession.
- (iv) Suicide (whether felonious or not) and or any attempt thereat, self inflicted injury and or provoked assault.

DEFINITIONS

"Pre-Existing Conditions" shall mean 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 a qualified and registered medical practitioner, irrespective of whether treatment was actually received prior to the Commencement Date of this Policy

PROVISIONS

- (i) No benefits will be payable:
 - (a) Under [1] or [2] unless such death or loss occurs within twelve (12) calendar months of bodily injury.
 - (b) Under [3] except on proof to the Insurer 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 this section during the Period of Insurance shall not exceed RM100,000.00.

DEFINITION

Loss of a limb means loss by physical severance 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.

Permanent Total Disablement means absolute disablement from engaging in or giving attention to any gainful occupation for twelve (12) calendar months and at the end of that time being beyond any hope of improvement.

BENEFIT 2 - MEDICAL EXPENSES

Pays up to the limit/plan as per Schedule in all sickness or accidental bodily injury per policy period. Subject to an excess as follows:

- (i) Area 1 – NIL
- (ii) Area 2 – RM100.00

1. Medical, hospitalisation, surgical and treatment expenses [including cost of emergency dental surgical only] necessarily incurred outside Malaysia but including East Malaysia for West Malaysia residents and vice versa giving rise to the claim as a direct result of accidental bodily injury sustained by or sickness of the Insured Person occurring during the Period of Insurance.
2. Reasonable charges in the event of death for burial or cremation of the Insured Person in the locality where death occurs including the reasonable cost of transport of body or ashes to Malaysia up to a limit of RM5,000.00.
3. Additional accommodation and travelling expenses for a relative or friend required on medical advice from the treating physician to travel or remain behind with the Insured Person up to a limit of RM5,000.00.
4. 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 one (1) month after the Insured Person's return from abroad, such expenses having resulted from an accident or illness abroad which occurred during the Period of Insurance up to maximum of RM5,000.00.

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 medical 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.

BENEFIT 3 - HOSPITAL ALLOWANCE

Pays up to limit/plan as per Schedule per policy period. In the event that the Insured Person is admitted to a hospital [licensed for surgery] abroad as an in-patient due to accidental bodily injury or sickness of the Insured Person sustained abroad during the Period of Insurance, the Company will pay to the Insured Person the benefit as specified above for every complete day the Insured Person is hospitalised for a maximum period of thirty (30) days.

EXCLUDING:

- (i) For bodily injury arising from a cause gradually operating upon an Insured Person.
- (ii) Treatment or aid obtained in Malaysia [except as specifically provided for in Benefit 2 [1].
- (iii) The first RM100.00 of each and every claim for Area 2 under Benefit 2.
- (iv) Surgery or medical treatment which in the opinion of a qualified and registered medical practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to Malaysia.
- (v) Pre-existing medical conditions.
- (vi) Pregnancy, miscarriage, childbirth or complication related to childbirth.

WARRANTY:

The Insured Person warrants that he/she is not travelling for the purpose of obtaining medical treatment or contrary to the advice of a qualified and registered medical practitioner, or have not suffered any major illness or disablement for the last twelve (12) calendar months.

BENEFIT 4 – BAGGAGE

Pays up to the limit/plan as per Schedule per policy period. Subject to an excess as follows:

- (i) Area 1 - NIL
- (ii) Area 2 - RM50.00

Loss of or damage to baggage taken [excluding foodstuffs] along or sent in advance 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 RM200.00 in respect of any article or pair or set articles.

Note: An Insured Person cannot claim under both Benefit 4 and 7 for the same event.

EXCLUDING:

- (i) Loss or damage to stamps, documents, contact or corneal lenses, damage to fragile articles, 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, discs or otherwise.
- (v) In respect of which the Insured Person has received compensation from carrier or other authorities.

BENEFIT 5 - PERSONAL MONEY

Pays up to the limit/plan as per Schedule per policy period. Subject to an excess as follows:

- (i) Area 1 - NIL
- (ii) Area 2 - RM50.00

Loss of money [cash, bank or currency notes, postal or money orders, travel tickets, passports, or credit vouchers] during the Period of Insurance.

EXCLUDING:

- (i) Loss 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.

WARRANTY:

Money must be kept on person at all times except when in a hotel safe.

BENEFIT 6 - LOSS OF TRAVEL DOCUMENTS

Pays up to the limit/plan as per Schedule per policy period.

Subject to an excess as follows:

- (i) Area 1 - NIL
- (ii) Area 2 - RM50.00

We will pay for the cost of obtaining replacement travel documents that are essential to continue and complete your journey.

EXCLUDING:

- (i) Loss or damage arising from delay, confiscation, detention by customs or any authorities.
- (ii) Loss or damage to stamps, documents, [other than those specifically mentioned in Benefit 6].
- (iii) Loss or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a property irregularity report is obtained.
- (iv) Loss or theft of property left unattended in a public place or as a result of the Insured Person's failure to take care and precautions for the safeguard and security of such property.
- (v) In respect of which the Insured Person has received compensation from carrier or other authorities.

BENEFIT 7 - DELAYED BAGGAGE

Pays up to the limit/plan as per Schedule per policy period. Company will reimburse for emergency purchases of essential items of clothing or requisites consequent upon temporary deprivation of baggage for at least eight (8) hours or more from time of arrival at destination abroad due to misdirection in delivery as confirmed by the airline or shipping line.

Note: An Insured Person cannot claim under both Benefit 4 and 7 for the same event.

BENEFIT 8 - FLIGHT DELAY

Pays up to the limit/plan as per Schedule per policy period. In the event that the aircraft or sea vessel in which the Insured Person had arranged to travel is delayed for at least eight (8) 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 as a result of mechanical or structural defect, as confirmed by the airline or shipping line, the Company will pay RM250.00 for the first eight (8) hours delay and RM150.00 for each full eight (8) hours delay thereafter [the delay being calculated from the departure time of the aircraft or sea vessel specified in the itinerary].

EXCLUDING:

Claims arising directly or indirectly from:

- (i) Failure of the Insured Person to check-in according to the itinerary supplied to him, and obtain written confirmation from the carriers or their handling agents of the number of hours of delay and the reason for such delay.
- (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].

BENEFIT 9 - PERSONAL LIABILITY

Pays up to the limit/plan as per Schedule any one accident and per policy period.

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:

- (i) Third Parties' costs and expenses recoverable from the Insured Person.
- (ii) The Insured Person's costs and expenses incurred with the prior written consent of 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 9

Except with the written consent of 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 10 - LOSS OF DEPOSIT OR CANCELLATION OR CURTAILMENT

Pays up to the limit/plan as per Schedule per policy period.

1. 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 arising from causes beyond the control of the Insured Person occurring after this insurance has been effected. In the event of cancellation due to death, injury or sickness, it must befall the Insured Person or spouse, parent, parent-in-law, grand-parent, child, brother, sister, fiancé and fiancée.

2. CURTAILMENT

Proportional return of the irrecoverable prepaid cost of the planned holiday as shown on the booking invoice, calculated at pro rata 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 death, critical illness of the Insured Person or spouse, parent, parent-in-law, grandparent, child, brother, sister, fiancé, fiancée or close business colleague, resident in Malaysia of the Insured Person.

It is essential that a medical certificate be obtained from the qualified and registered medical practitioner treating the Insured Person confirming the advisability to return to Malaysia due to illness or injury of the Insured person.

DEFINITION OF CURTAILMENT

Curtilment 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.

PROVISION

The maximum amount payable under [1] and [2] during the Period of Insurance shall not exceed the limit/plan selected per policy period.

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 11 – HIJACKING

Pays up to the limit/plan as per Schedule per policy period. In the event that the scheduled aircraft or sea vessel 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 the amount as specified above provided that:

1. The hijack must be more than twenty four (24) hours in duration.
2. Official documentation from the airline or carrier, police or military authority is submitted in support of any claim under this section which states the date, time and duration of the delay.
3. The Insured Person or member of his family is not a party of the hijackers.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This policy does not cover 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) Accidents whilst engaged in racing, motor rallies and competitions, mountaineering [reasonably requiring the use of ropes or guides], pot-holing, bungee jumping, underwater activities requiring the use of artificial breathing apparatus, hunting, winter sports, martial arts, horse-riding, wrestling and boxing.
 - (c) Wilfully 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 qualified and registered medical practitioner, but not for treatment of drug addiction], self-exposure to needless peril [except in an attempt to save human life]
 - (d) Nuclear fission, nuclear fusion or radioactive contamination.
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 direct in writing to the Company within thirty one (31) days of the expiry of the insurance.
4. The Insured Person travelling contrary to the advice of a qualified and registered 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 in an aircraft otherwise than as a fare paying passenger with licensed carrier on a scheduled route.
6. The Insured Person travelling for the purpose of pilgrimage except umrah.
7. The Insured Person 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 the Insured Person's destination, unless the journey had already commenced prior to the issuance of the travel advice.

8. Any event that has occurred resulting in the Insured Person being incapable or not being able to travel and such event was made known to the Insured Person or which the Insured Person was aware of or which was publicly known as reported in the media at the time the Insured Person purchased his/her Policy or when his/her journey was booked (whichever is later).

GENERAL CONDITIONS

1. INTERPRETATION

This Policy 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 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:

- advise the Company in writing as soon as possible but in any event not later than thirty one (31) days after the expiry of this insurance.
- provide documents, information and evidence as may be required by the Company.
- in the case of loss or damage to baggage immediate notice in writing must be given to police, transport and other authority as the case may be and in the case of an airline, Property Irregularity Report obtained. The Insured Person shall claim against the carriers or other authorities.
- in the event of Loss of Money and/or Personal Document, losses must be reported to the Police within twenty four (24) hours of discovery and a 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 the Policy 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

No refund of premium is allowed once the insurance policy is issued.

11. AGE LIMIT

The Insured Person shall not be less than thirty (30) days nor more than seventy (70) years of age.

12. DUTY OF DISCLOSURE

Consumer Insurance Contracts

- Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- The Insured Person also has duty to tell Us immediately, if at any time, after this Policy contract has been entered into, varied or renewed with Us, any of the information given for this Policy contract is inaccurate or has changed.

ENDORSEMENTS VARIATIONS EXTENSIONS (Not Included In The Policy Unless Specified In The Schedule)

ETC-EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism.

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

IMPORTANT NOTICE

1. The Insured 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, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints 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:-

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|---|---|
| <p>(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</p> | <p>(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</p> |
|---|---|
- (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