

**Great Eastern General Insurance (Malaysia) Berhad** 198301007025 (102249-P)  
Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur  
General Line: +603 4259 8888 Fax: +603 4813 0055  
Customer Service Careline: 1300-1300 88  
Website: [www.greateasterngeneral.com](http://www.greateasterngeneral.com)



**STAMP DUTY PAID**

# **AUTOMATIC TRAVEL PERSONAL ACCIDENT POLICY**

## **FOR OCBC BANK “PREMIER VOYAGE” CARDMEMBERS**

**POLICY NO. : PTG- P0827512 -MK**

**PERIOD OF INSURANCE : 01/06/2023 TO 31/05/2024**

# **AUTOMATIC TRAVEL PERSONAL ACCIDENT**

## **POLICY FOR OCBC BANK "PREMIER VOYAGE" CARDMEMBERS**

**The Insurer and the Policyholder agree that:**

**This Master Policy**, the Schedule (including any Schedule issued in substitution) and endorsements, and amendments, if any, shall be read as one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

**In consideration** of the payment of premium by the Policyholder, if at any time during the Period of Insurance stated in the Schedule, a Cardholder while traveling on an Insured Journey shall sustain any loss covered under this Master Policy then The Insurer will subject to the terms, limitations, exclusions and conditions contained therein or endorsed thereon pay the Benefits as set out.

Our Agreement

**STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013**

A 'consumer insurance contract' is a contract of insurance entered into, varied or renewed by an individual wholly for purposes unrelated to Your trade, business or profession.

Consumer Insurance Contract (Insurance wholly for purposes unrelated to Your trade, business or profession)

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

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

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

A 'non-consumer insurance contract' is a contract of insurance other than a consumer insurance contract.

Non - Consumer Insurance Contract (Insurance for purposes related to Your trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

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

This is your OCBC Bank (Malaysia) Premier Voyage Cardholders' Travel Personal Accident Policy. Please read it carefully and if incorrect, immediately return to us for rectification.

The document, the Schedule and any endorsement(s) attached form **Your Policy**. This document sets out the conditions of the **Policy** between **You** and **Us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that **You** comply with **Your** duties under each section and under the insurance as a whole

## **POLICY WORDING**

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## Section 1: THE POLICY OF INSURANCE

- 1.1 This **Policy** is a contract of Insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each **Cardholder**, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the **Policyholder**, the **Cardholder** is entitled to payment of **Benefits** and **Services** under this **Policy**, during the **Period of Insurance**, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The **Services** are either provided or arranged by **Asia Assistance**. In certain cases, where **Asia Assistance** arrange assistance **Services**, the cost of such **Services** must be borne by the **Cardholder**.
- 1.4 This **Policy** shall be governed by and construed in accordance with the laws of Malaysia, and the courts of Malaysia shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by the **Insurer** in writing.

## Section 2: MEANING OF WORDS

The following words or expressions shown below appear in bold in this **Policy** and have the following meanings wherever they appear: -

**Accident** shall mean any sudden, unexpected, external and specific event which occurs at an identifiable point in time and place during a **Journey** which results in **Bodily Injury**.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Asia Assistance** shall mean ASIA ASSISTANCE NETWORK (M) SDN BHD

**Baggage** shall mean accompanied personal goods belonging to the **Cardholder** or for which the **Cardholder** is responsible, and which are taken by the **Cardholder** on a **Journey** or acquired by the **Cardholder** during a **Journey**. **Baggage** shall include **Valuables**.

**Benefits** shall mean the **Benefits** provided by the **Insurer** under the terms and conditions of this **Policy**, as set out in sections 7 to 12 inclusive.

**Bodily Injury** shall mean identifiable physical injury or death, which is caused by an **Accident** during a **Journey**.

**Card** shall mean a **Card** issued pursuant to the **Policyholder's Card** program in which the **Benefits** and **Services** of this **Policy** have been incorporated.

**Cardholder/s** shall mean any person not yet 76 (seventy-six) years old who is a holder of a Premier Voyage **Card** issued by the **Policyholder** bearing Bank Identification Number (BIN) 537812, and will include any **Family** or any **Colleague**, up to a maximum of three people, who are all travelling with him/ her on a **Journey** from his/her **Principal Country of Residence** with pre-assigned ticketing.

**Colleague** shall mean any business associate, client, guest, friend or other person, travelling for business purpose (other than **Family** or **Relatives**) as the **Cardholder** wishes, travelling with the **Cardholder** on a **Journey**.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

**Default** shall mean any breach of the obligations of either **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i) unmarried, and;
- ii) living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii) under 19 years of age (or under 24 years of age if in full time education)

**Domestic Common Carrier** shall mean any domestic public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Effective Date** shall mean 01 June 2023.

**Expiry Date** shall mean 31 May 2024.

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Hi-jack** shall mean unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

**Illness** shall mean any sudden and unexpected deterioration of health, that first manifests during a **Journey** and which is certified by a qualified medical practitioner and agreed by an **Asia Assistance Physician**.

**Asia Assistance Physician** shall mean the physicians nominated by the **Asia Assistance** centres throughout the world.

**Journey** shall mean the first 90 days of any trip commencing within the **Period of Insurance**, where at least 50% of the total value of tickets for travel on a **Domestic Common Carrier** or **Common Carrier**, or the total cost of accommodation, inclusive of hotels, car rental and petrol, or 50% of the trip cost have been paid by using such **Cardholder's** Premier Voyage **Card** issued by the **Policyholder**. The **Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home.

**Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm, foot or leg.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the **Cardholder's Principal Country of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and Money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Party** shall mean a party to this contract of insurance

**Permanent Total Disablement**

Where the Cardholder is gainfully employed

Shall mean disablement which medical evidence confirms, will prevent the **Cardholder** from engaging in any gainful occupation for at least 12 (twelve) months and will in all probability entirely prevent the **Cardholder** from engaging in any gainful occupation whatsoever for the remainder of his/her life.

Where the Cardholder is not gainfully employed

Shall mean disablement which lasts for 12 (twelve) months and which medical evidence confirms will in all probability entirely prevent the **Cardholder** from engaging in any and every occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall mean the period between the **Effective Date** and the **Expiry Date**.

**Policy** shall mean this policy of insurance.

**Pre-existing Health Disorder or Condition** shall mean any **Illness**, defect, physical infirmity or condition, including sequela or complications thereof that in the opinion of a qualified medical practitioner appointed by **Asia Assistance** can reasonably be related thereto or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation prior to the **Journey** or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to the **Journey**. This includes chronic or ongoing medical or dental conditions which the **Cardholders** were aware of, or of which the **Cardholders** could expect to be aware of that may lead to a claim under this **Policy**.

**Principal Country of Residence** shall mean that country in which the **Cardholder** has his/her principal place of residence. Immediate **Family** assumes the nationality of the **Cardholder** for the purposes of this Insurance. In the event of dual nationality, the **Cardholder** assumes the nationality of their **Principal Country of Residence** for the purposes and for the duration of this Insurance.

**Relative** shall mean spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a **Cardholder**.

**Serious Medical Condition** shall mean a condition, which in the opinion of an **Asia Assistance Physician** requires emergency medical treatment to avoid death or serious impairment to the **Cardholder's** health. In determining whether such a condition exists, the **Asia Assistance Physician** may consider the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall mean the 24-hour assistance and other related emergency services to be provided by **Asia Assistance** as described in section 6 of this **Policy**

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

**The Insurer/ We/ Us/ Our** shall mean Great Eastern General Insurance (Malaysia) Berhad.

**Valuables** shall mean jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, audio, video, computer, television and telecommunications equipment (including Compact Discs, Digital Video Discs, tapes, films, cassettes, cartridges, batteries and headphones), computer games, handheld consoles/computers and games, iPods/MP3/MP4 players and associated equipment, telescopes, binoculars, sports/activity equipment (excluding winter sports equipment) and photographic equipment only.

### Section 3: GEOGRAPHICAL LIMITS

- 3.1 The **Services** and **Benefits** described in this **Policy** are provided on a worldwide basis.

### Section 4: ELIGIBILITY

- 4.1 Only those **Cardholders** who are not yet 76 (seventy-six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.
- 4.2 The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Policy** or any other eligibility criteria set by the **Policyholder** in writing with the prior agreement from the **Insurer** and/or **Asia Assistance**.
- 4.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a **Compulsory Inclusion** basis.

### Section 5: PERIOD OF INSURANCE

- 5.1 This **Policy** shall commence on the **Effective Date** and shall be in force until the **Expiry Date**.
- 5.2 Any **Party** may immediately terminate this **Policy** on written notice to the other **Party** in the event that:
- (i) the other **Party** shall be in **Default** of the performance or observance of any material covenants or provisions hereof and such **Party** shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
  - (ii) any material representation or warranty made by the other **Party** is false or untrue when made; or
  - (iii) the other **Party** shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other **Party** for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.3 In the event of termination or expiry of this **Policy**, both **Parties** shall be relieved of all future liabilities as at the date of termination or **Expiry Date**, whichever is applicable.
- 5.4 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Card** account or the date the **Cardholder** has been notified to the **Insurer**, whichever comes later and subject to the appropriate premium having been paid to the **Insurer**.
- 5.5 The entitlement to **Benefits** and **Services** will cease automatically on the date the **Insurer** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** Premier Voyage card account or the termination of the Premier Voyage card account, whichever comes first.
- 5.6 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:



- (i) the date the **Cardholder** as shown is no longer eligible for the **Benefits and Services** pursuant to this **Policy**; or
  - (ii) the date of termination or **Expiry Date**,
- whichever occurs first.

## **Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES**

### **Scope of Services**

The **Cardholder** may call reverse charge/call collect to the GEGM Assist Hotline at **Asia Assistance's** Alarm Center 24 hours a day, 365 days (or 366 days, in a leap year) anywhere within or outside Malaysia.

A. **The Emergency Evacuation and Repatriation (EER)** means the **Asia Assistance's** services as described hereunder when the **Cardholder** is traveling outside Malaysia or the Home on any one **Journey**.

- i. **Emergency Medical Evacuation** – **Asia Assistance** will arrange, and **Insurer** will pay for the medically necessary expenses of air and/ or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the **Cardholder** in the event of Serious Medical Condition to the nearest hospital where appropriate medical care is available and not necessarily to **Principal Country of Residence**.

#### **Serious Medical Condition:**

Means a condition, which in the opinion of **Asia Assistance** constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the **Cardholder's** immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

**Asia Assistance** retains the absolute right to decide whether the **Cardholder's Illness** or **Bodily Injury** is sufficiently serious to warrant emergency medical evacuation. **Asia Assistance** further reserves the right to decide the place to which the **Cardholder** shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which **Asia Assistance** is aware at the relevant time.

- ii. **Medically Supervised Repatriation** - **Asia Assistance** will arrange and **Insurer** will pay for the medically necessary expenses and unavoidably incurred in returning the **Cardholder** to **Principal Country of Residence** following an Emergency Medical Evacuation for in-patient treatment to a place outside Malaysia or usual country of residence. **Asia Assistance** reserves the right to decide the means or by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which **Asia Assistance** is aware at the relevant time.
- iii. **Return of Dependent Children** - In the event that the **Cardholder's** is hospitalised outside Malaysia or usual country of residence and the **Cardholder's** medical condition prevents the **Cardholder** from caring for his/her children who are travelling along with the **Cardholder**, **Asia Assistance** will arrange and **Insurer** will pay for the one-way economy class airfare for the return of children (aged 16 and below) back to **Principal Country of Residence**.
- iv. **Repatriation of Remains** - In the event of **Cardholder's** demise while travelling outside **Principal Country of Residence**, **Asia Assistance** will assist in obtaining the necessary clearances and shall organize for the return of body or remains back to **Principal Country of Residence**. Upon written request of **Cardholder's** legal

representative, and wherever possible, **Asia Assistance** will arrange for local burial in the country or place where death occurred.

**v. Telephone Medical Referral** - Upon request, **Asia Assistance** will provide the name, address and telephone number of physicians (including both general practitioners and specialists), hospitals, dentists, and dental clinics. When requested, **Asia Assistance** will assist to arrange for appointments with the medical facility. All consultation and medical fee incurred shall be borne by the **Cardholder**.

Note: Such call does not constitute the establishment of a diagnosis and must be considered as an advice only.

**vi. Hospitalisation**

a. If the medical condition of the **Cardholder** is of such gravity that requires emergency hospitalisation, **Asia Assistance** will assist the **Cardholder** by arranging for Hospital admission.

b. During Hospitalisation, the appointed doctor of **Asia Assistance** shall monitor **Cardholder's** condition and keep family members of **Cardholder** informed.

c. Upon the request of the **Cardholder** and subject to **Asia Assistance** receiving payment guarantee from **Cardholder** or his/her family member, **Asia Assistance** shall assist in the arrangement of the guarantee for Hospital admission and the medical expenses incurred during the Hospitalisation.

**vii. Dispatch of Medication Not Available Locally** - Whilst the **Cardholder** is outside **Principal Country of Residence**, **Asia Assistance** will dispatch the necessary medication not available locally in case of emergency provided local rules and regulations allow such a dispatch. Cost of dispatching and medication shall be borne by the **Cardholder**.

**viii. Pre-Trip Travel Information** - **Asia Assistance** will provide information concerning Visa, inoculation, passport or immunization requirements of the foreign countries in which the **Cardholder** will be travelling.

**ix. Retrieval of Lost Items** - **Asia Assistance** will assist the **Cardholder** in the location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.

**x. Emergency Message Relay** - In case of an emergency, **Asia Assistance** will establish a national or international message relay to a designated addressee.

**xi. Arrangement of Flights** - In the event of an emergency happening to an **Cardholder**, **Asia Assistance** will assist with the arrangement of return flights for family members if travelling with the **Cardholder**.

**xii. Legal Referral** - Should the **Cardholder** seek legal assistance for an emergency while outside Malaysia, **Asia Assistance** will refer the **Cardholder** to local legal advisors. All third-party cost incurred shall be borne directly by the **Cardholder**.

**xiii. Referral to Interpreter / Translator** - Should the **Cardholder** need translation assistance during an emergency in the course of the **Cardholder's** trip outside **Principal Country of Residence**, **Asia Assistance** will refer the **Cardholder** to a local translator. Cost incurred shall be borne entirely and directly by the **Cardholder**.

**Limitations**

**Insurer** will not be held responsible for failure to provide services or for any delays caused by strike or conditions beyond **Insurer** control including, but not limited to, flight conditions or

where local laws of regulatory agencies prohibit **Insurer** and **Asia Assistance** from rendering such services.

### Exclusions

The following circumstances are excluded from the EER:

- i. Emergency medical evacuation, repatriation or cost not approved in advance and in writing by **Asia Assistance** and/or not arranged by **Asia Assistance**.
- ii. If the **Cardholder** is travelling contrary to the advice of a medical practitioner.
- iii. If the **Cardholder** is travelling for the purpose of obtaining medical treatment or for rest and recuperation following any prior **Illness** or **Bodily Injury**.
- iv. If the **Cardholder** is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the **Cardholder** returns to **Principal Country of Residence**.
- v. The **Cardholder 's** participation in any armed conflicts (whether civil or military), strikes, riots or civil commotion, rebellion, revolution, insurrection, or military usurped power including services in military or any armed forces of any country or international authority other than peace time reservist training.
- vi. Medical conditions caused by nuclear weapons material, ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear waste.
- vii. Failure by the **Cardholder** to take reasonable precautions following warnings of any intended strike, riot or civil commotion via the mass media.
- viii. Self-inflicted Injury, suicide, or attempted suicide, mental or psychiatric disorder, drug addiction or abuse, alcohol abuse, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
- ix. Any expenses arising from childbirth, miscarriage, pregnancy (except abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn children).
- x. Any expenses arising from racing of any kind (other than racing on foot), sports exhibitions, bungee jumping, mountaineering, or rock climbing necessitating the use of guides or ropes, scuba diving, aeronautics or aviation activities other than as a fare paying passenger in a properly licensed commercial or private carrier and all sports practiced as a profession.
- xi. If the **Cardholder** is engaged in or taking part in any unlawful or illegal act.
- xii. Retention, destruction, confiscation by customs or government authorities, breach of government regulations.
- xiii. Any health condition which constitutes one of the reasons to undertake the **Journey**.
- xiv. The cost of burial in Malaysia or the **Cardholder 's Principal Country of Residence**.

### Section 7: EMERGENCY MEDICAL, EVACUATION AND REPATRIATION EXPENSES

This Section is further subject to the terms and conditions of Section 6 of the Policy. In the event of any conflict between this section description and the Section 6, the terms and conditions under Section 6 shall prevail.

#### 7.1 Medical Expenses

If a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or suffering an **Illness**, the **Insurer** will make a payment to the **Cardholder** in respect of such expenses up to the limit shown in Section 12 of this **Policy**.

#### 7.2 Emergency Evacuation and Repatriation Expenses

7.2.1 In the event that a **Cardholder** sustains **Bodily Injury** or suffers an **Illness** whilst on a **Journey**, and the **Cardholder** is in a **Serious Medical Condition**, and in the opinion of **Asia Assistance** such arrangements are necessary on medical grounds, **Asia Assistance** will arrange for the transportation for moving the **Cardholder** to the nearest hospital where appropriate medical care is available or **Asia Assistance** will arrange for the repatriation of the **Cardholder** to the **Principal Country of Residence**.

- 7.2.2 If required, **Asia Assistance** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.
- 7.2.3 **Asia Assistance** reserves the right to decide whether the **Cardholder's** medical condition is sufficiently serious to warrant an emergency medical evacuation. **Asia Assistance** further reserves the right to decide the place to which the **Cardholder** shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which **Asia Assistance** is aware at the relevant time.
- 7.2.4 **Asia Assistance** reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which **Asia Assistance** is aware at the relevant time.
- 7.3 Transportation of Mortal Remains
- In the case of death of a **Cardholder** whilst on a **Journey** outside the **Principal Country of Residence**, **Asia Assistance** will arrange for transporting the **Cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **Cardholder's** legal personal representative.
- 7.4 Transportation to join a **Cardholder**
- 7.4.1 **Asia Assistance** will arrange an economy class return ticket for a person chosen by the **Cardholder** to join the **Cardholder** who has been or will be hospitalised outside the **Principal Country of Residence** as a result of **Bodily Injury** or **Illness** for a period in excess of 7 (seven) consecutive days, subject to **Asia Assistance** prior approval and only when judged necessary by **Asia Assistance** on medical and compassionate grounds.
- 7.5 Return of **Dependent Children**
- 7.5.1 If **Dependent Children** are left unattended as a result of a **Cardholder's Bodily Injury** or **Illness** whilst on a **Journey**, **Asia Assistance** will arrange the transportation for such **Dependent Children** by **Common Carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by **Asia Assistance**.

#### Specific Exclusions Applying to Section 7

- 7.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:
- (i) Expenses incurred after 12 (twelve) months from the date of the **Accident** or first manifestation of **Illness**;
  - (ii) Dental expenses unless incurred as a result of an **Illness** or **Bodily Injury**;
  - (iii) Optical expenses, unless incurred as a result of an **Illness** or **Bodily Injury**;
  - (iv) Treatment provided other than by a qualified medical practitioner;
  - (v) Expenses incurred within the **Principal Country of Residence**;
  - (vi) Expenses incurred which are non-medical in nature such as but not limited to telephone calls, newspapers, internet charges;
  - (vii) **Services** rendered without the authorisation and/or intervention of **Asia Assistance**;
  - (viii) Expenses which would have still been payable if the event giving rise to the intervention of **Asia Assistance**, had not occurred;
  - (ix) Elective cosmetic surgery;
  - (x) Expenses incurred for treatment not verified by a medical report;

- (xi) Expenses for treatment that an **Asia Assistance Physician** considers are not medically necessary whilst on a **Journey** and can be treated on the **Cardholder's** return to their **Principal Country of Residence**;
- (xii) Expenses incurred where the **Cardholder** in the opinion of the **Asia Assistance Physician** is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort; and
- (xiii) The first USD 50 (fifty) (RM 225) (Two Hundred and Twenty Five Ringgit Malaysia) per event per **Cardholder**; being the Excess as stated in Section 12.

## **Section 8: PERSONAL ACCIDENT COVER**

### **8.1 COMMON CARRIER**

- 8.1.1 If during a **Journey** a **Cardholder** sustains **Bodily Injury** during the operative time below where at least 50% of the fare or hire charge has been charged to the **Cardholder's Card** and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident** the **Insurer** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 12 of this **Policy**.
- 8.1.2 In respect of the cover provided under Section 8.1.1 the **Journey** shall be deemed to have begun when the **Cardholder** enters an airport, seaport, road or railway station for the purpose of boarding **Common Carrier** for which the **Card** has been used in advance to purchase a ticket and ends upon disembarkation from such **Common Carrier**.

### Specific Exclusions Applying to Section 8

- 8.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for provided by this section:
  - (i) **Bodily Injury** which would have still been payable if the event giving rise to the intervention of **Asia Assistance** had not occurred;
  - (ii) More than one claim under this Section 8 in connection with the same **Accident**;
  - (iii) Medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
  - (iv) **Bodily Injury** sustained other than whilst the **Cardholder** is on a **Journey**;

## **Section 9: BAGGAGE AND MONEY**

### Loss of Baggage

- 9.1 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss of, theft of or damage to **Baggage**, the **Insurer** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 12 of this **Policy**.
- 9.2 In order to be reimbursed by the **Insurer**, the **Cardholder** must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss, theft or damage.

## Specific Exclusions Applying to Section 9

9.3 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:

- (i) More than USD 250 (two hundred and fifty) (RM 1,125) (One Thousand and One Hundred Twenty Five Ringgit Malaysia) in respect of any one article;
- (ii) More than USD 300 (three hundred) (RM 1,350) (One Thousand Three Hundred and Fifty Ringgit Malaysia) in respect of **Valuables** in total;
- (iii) Claims in respect of accessories for vehicles or boats.
- (iv) Loss or damage due to:-
  - a) moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
  - b) mechanical or electrical failure;
  - c) any process of cleaning, repairing, restoring or alteration;
- (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
- (vi) Loss or theft not reported to either the police within 24 (twenty four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
- (vii) Loss or damage due to confiscation or detention by customs or any other authority;
- (viii) Loss or theft of or damage to **Baggage** or **Money** left unattended:
  - a) unless locked in **Cardholder's** accommodation;
  - b) in a motor vehicle/ trailer/ caravan unless secured in a locked compartment;
- (ix) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
- (x) Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
- (xi) The first USD 50 (fifty) (RM 225) (Two Hundred and Twenty Five Ringgit Malaysia) per event being the Excess as stated in Section 12;
- (xii) Loss of personal goods borrowed, hired or rented by the **Cardholder**;
- (xiii) (In respect of **Money**) Devaluation of currency or shortages due to errors or omissions during monetary transaction;
- (xiv) Loss or theft of or damage for **Money** from **Baggage** which is checked in with an airline or other travel company;
- (xv) **Baggage** or **Money** that are lost, stolen or damaged whilst being transported in a motor vehicle, trailer or caravan.
- (xvi) Loss or theft of or damage to essential documents.

## **Section 10: CANCELLATION**

10.1 If a **Cardholder** incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original itinerary for the **Cardholder's Journey** is the direct consequence of:

- (i) the **Cardholder** sustaining **Bodily Injury** or suffering **Illness**;
- (ii) the death, **Bodily Injury** or **Illness** of a **Relative**;

- (iii) compulsory quarantine, jury service, subpoena or hijacking involving the **Cardholder**;
- (iv) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions;
- (v) the **Cardholder's** leave being cancelled by the Armed Services

then the **Insurer** will pay the **Cardholder** for the unused portion of prepaid travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 12 of this **Policy**.

#### Specific Exclusions Applying to Section 10

10.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:

- (i) Expenses which would have still been payable if the event giving rise to the intervention of **Asia Assistance**, had not occurred;
- (ii) Cases of minor **Illness** or **Bodily Injury** of the **Cardholder**, which in the opinion of the **Asia Assistance Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
- (iii) Death, injury or illness of any pet or animal.

### **Section 11: INCONVENIENCE**

#### Travel Delay

11.1 In the event of:

- (i) industrial action;
- (ii) adverse weather conditions
- (iii) mechanical breakdown or derangement of the **Cardholder's** aircraft or sea vessel; or
- (iv) the grounding of the aircraft on which the **Cardholder** is due to travel as a result of mechanical or structural defect;

which results in the delayed departure of the **Cardholder's** flight or sailing for at least 4 (four) hours on the outward or return **Journey** from the time shown in the carrier's travel itinerary as supplied to the **Cardholder**, the **Insurer** will arrange a payment to the **Cardholder**.

11.2 The payment to the **Cardholder** under Section 11.1 is up to the limits as shown in Section 12 of this **Policy**, per hour's delay, up to a maximum of 12 (twelve) hours, provided always that the **Cardholder** shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

11.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

#### Baggage Delay

11.4 In the event of a **Cardholder's Baggage** being temporarily lost or misplaced, for at least 4 (four) hours on an outward part of a **Journey** by the airline, shipping line or their handling agents, the **Insurer** will pay the **Cardholder** up to the limits as shown in Section 12 of this **Policy**. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

## Missed Connection

- 11.5 The **Insurer** will pay the **Cardholder** up to the limits shown in Section 12 of this **Policy** for the reasonable extra costs of travel and accommodation incurred in order for the **Cardholder** to continue with a pre-booked journey in accordance with the **Cardholder's** itinerary should the **Cardholder** miss a flight connection due to:
- 11.6 The airline with which the **Cardholder** is booked to travel being unable to deliver the **Cardholder** in sufficient time to the connecting airport to meet their connecting flight due to poor weather conditions (but not including weather conditions defined as natural catastrophe), a strike, industrial action or mechanical breakdown.
- 11.7 The **Cardholder** must attempt to recover delay costs or missed connection costs from the airline. Evidence of this will be sought if a claim is being made against this Section of the **Policy**. The claims handler may also pursue the airline for these missed connections costs should the **Cardholder** be unable to make a full or partial recovery.

## Missed Departure

- 11.8 The **Insurer** will pay the **Cardholder** up to the limits shown in Section 12 of this **Policy** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the **Cardholders** destination or returning to their **Principal Country of Residence** if the **Cardholder** fails to arrive at the departure point in time to board the public transport on which the **Cardholder** is booked to travel on the initial international journey of the trip as a result of:
- a) the failure of other public transport or
  - b) an accident to or breakdown of the vehicle in which the **Cardholder** is travelling or
  - c) an accident or breakdown occurring ahead of the **Cardholder** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which the **Cardholder** are travelling or
  - d) strike, industrial action or adverse weather conditions.

## Special Conditions relating to Missed Departure

- 11.9 In the event of a claim arising from any delay occurring on a motorway or dual carriageway the **Cardholder** must obtain written confirmation from the police or emergency breakdown services of the location, reason for and duration of the delay.
- 11.10 The **Cardholder** must allow sufficient time for the public transport or other transport to arrive on schedule and to deliver the **Cardholder** to the departure point.

## Specific Exclusions Applying to Section 11

- 11.11 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
- (i) Payment in respect of the first 4 (four) hours of delay (excluding payment for **Hi-jack**); being the Excess as stated in Section 12.
  - (ii) For Baggage and Travel Delay, payment in respect of more than 2 (two) **Cardholders** travelling on the same journey;
  - (iii) Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;
  - (iv) Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;



- (v) Delay arising as a result of any official Government suspension or cancellation of a service;
- (vi) In respect of **Baggage** delay or loss of documents, loss, temporary loss/misplacement not reported to either the police within 24 (twenty-four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
- (vii) In respect of **Hi-jack**, claims arising from the **Cardholder** being individually selected as a victim as a result of their or their **Family** or business activities causing a reasonable expectation of increased risk;
- (viii) In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original **Journey** and not any third party's carrier booked directly by the **Cardholder** during the **Journey**;
- (ix) In respect of Legal expenses, any claim where in the opinion of **the Insurer** there is insufficient prospect of success in obtaining a reasonable benefit;
- (x) In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- (xi) In respect of Legal expenses benefits rendered without the authorisation and/or intervention of **Asia Assistance**;
- (xii) In respect of Legal expenses, claims for professional negligence, fines, penalties, or punitive damages; and
- (xiii) For Missed Connection and Missed Departure, the first USD 50 (fifty) (RM225) (Two Hundred and Twenty Five Ringgit Malaysia) per event per **Cardholder**; being the Excess as stated in Section 12.

## **Section 12: SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

| <b>Section</b> | <b>Benefit</b>   | <b>Benefit Limit per Cardholder per event in USD / RM</b>  | <b>Excess per Cardholder per event in USD / Time / RM</b>                  |
|----------------|--|--|--|
| 6              | Medical and Travel Assistance Services   | Benefit limit not applicable to this section   | Not applicable   |
| 7              | Emergency Medical, Evacuation and Repatriation Expenses<br>Medical expenses<br>Evacuation and Repatriation expenses/<br>Transportation of Mortal Remains/ Return of Dependent Children | USD 100,000 / (RM 450,000)<br>USD 100,000 / (RM 450,000)   | USD 50 / (RM 225)<br>USD 50 / (RM 225)                                     |
| 8              | Personal Accident<br>Common Carrier  | USD 1,000,000 / (RM4,500,000)<br>For children aged 16 and under death benefit is limited to USD 3,000 / (RM 13,500)  | Not applicable   |
| 9              | Baggage and Money<br>Loss of Baggage   | USD 500 / (RM 2,250) for leather item/briefcase<br>Limit to : USD 250 / (RM 1,125) for any one article<br>USD 300 / (RM 1,350) in respect of Jewellery and Valuable in total.<br>USD 1,000 / (RM 4,500) for laptop<br>USD 1,000 / (RM 4,500) maximum limit per event | USD 50 / (RM 225)  |
| 10             | Cancellation   | USD 3,000 / (RM 13,500)  | USD 50 / (RM 225)  |
| 11             | Inconvenience Benefits<br>Travel delay<br>Baggage delay<br>Missed Connection<br>Missed Departure   | USD 15 / (RM 67.50)<br>USD 100 / (RM 450)<br>USD 500 / (RM 2,250)<br>USD 500 / (RM 2,250)  | 4 (four) hours<br>4 (four) hours<br>USD 50 / (RM 225)<br>USD 50 / (RM 225) |

All benefits under this program are payable locally in RM, at a rate of USD 1 : RM 4.50

Limit per Event: The maximum liability of **the Insurer** for each event is limit to USD100 million, equivalent to RM450 million.

Compensation payable in respect of Personal Accident

- |  |                    |
|--|--------------------|
| 1. Death   | 100% of sums above |
| 2. Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. Loss of one or two Limbs                                  | 100% of sums above |
| 4. <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

### Section 13: GENERAL CONDITIONS

- 13.1 The **Cardholder** must take reasonable care to prevent loss, theft, damage, expense, liability, **Bodily Injury** or **Illness**, and to protect, save and/or recover **Baggage** and **Money**.
- 13.2 **Asia Assistance** shall use its best endeavours to provide the **Benefits** and **Services** described in this **Policy** but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on **Asia Assistance** obtaining the necessary authorisations issued by the various authorities concerned. **Asia Assistance** shall not be required to provide **Benefits** and **Services** to the **Cardholders**, who in the sole opinion of **Asia Assistance** are located in areas which represent war risks, political or other conditions such as to make such **Services** impossible or reasonably impracticable.
- 13.3 Written notice of any event or proceedings which may give rise to a claim shall be given to **the Insurer** within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by **the Insurer** shall be provided at the expense of the **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to **the Insurer** within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of **the Insurer** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 13.4 If the **Cardholder** or anyone acting on his/her behalf makes a fraudulent claim under this **Policy** **the Insurer**:
- are not liable to pay the claim and any future claim;
  - may recover from the **Cardholder** any sums paid to the **Cardholder** in respect of the fraudulent claim; and
  - may by notice to the **Cardholder** treat the **Policy** as having been terminated with effect from the fraudulent act.
- 13.5 If the **Benefits** and **Services** of this **Policy** are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the **Cardholder** shall only be entitled to claim those costs which cannot be recovered by the **Cardholder** from such other sources.
- 13.6 Any portion of a **Cardholder's** travel ticket, which is unused following the provision of evacuation/repatriation **Services** or cancellation **Benefits**, is to be surrendered to **the Insurer**.
- 13.7 **The Insurer** may at any time and at their own expense and without prejudice to this **Policy** take proceedings in the name of the **Cardholder** to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of **Benefits** and **Services**.

## Section 14: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This **Policy** does not cover:

- 14.1 Any claim which is more specifically covered elsewhere, as more fully set forth in General Condition 13.5.
  - 14.2 Claims for events occurring after the **Journey**;
  - 14.3 Any claim in respect of **Cardholders** aged 76 (seventy-six) years or older at the start of a **Journey**.
  - 14.4 Any **Pre-existing Health Disorder or Condition**;
  - 14.5 Any **Journey** booked or undertaken against medical advice;
  - 14.6 Any **Journey** specifically undertaken with the intention of obtaining medical treatment;
  - 14.7 Any **Journey** booked after receipt of a terminal prognosis to the **Cardholder** or **Relative**;
  - 14.8 Any claim arising from or related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
  - 14.9 Any claim arising from pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a **Journey**;
  - 14.10 Any claim arising from or related to wilfully self-inflicted **Bodily Injury** or **Illness**, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) or suicide;
  - 14.11 Any claim resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
  - 14.12 The commission of, or the attempt to commit, an unlawful act;
  - 14.13 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an **Act of Terrorism** or war regardless of any contributory causes(s);
  - 14.14 Any claim arising from or related to:
    - 14.14.1 Loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever.
    - 14.14.2 Any legal liability of whatsoever nature.
- Caused by or contributed to by or arising from:
- (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) nuclear reaction, nuclear radiation or radioactive contamination
- 14.15 Any claim arising from or related to:
    - 14.15.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
    - 14.15.2 any **Act of Terrorism**.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any

action taken in controlling, preventing, suppressing or in any way relating to 14.15.1 and/ or 14.15.2 above.

If **the Insurer** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Cardholder**.

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

- 14.16 **Services** provided by any party other than **Asia Assistance** for which no charge would be made if this **Policy** were not in place;
- 14.17 Claims notified more than 90 (ninety) days after the date an event, as more fully set forth in General Condition 13.3;
- 14.18 The **Cardholder** working overseas exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession;
- 14.19 Any claim arising from or related to the **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 14.20 Any claim arising from or related to **Bodily Injury** occurring while the **Cardholder** is engaged in any hazardous activity, pastime or pursuit such as caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis;
- 14.21 Any claim arising from or related to the **Cardholder** engaging in any winter sports;
- 14.22 Any claim arising from or related to the **Cardholder** engaging in active service in the armed forces of any nation;
- 14.23 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).
- 14.24 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.
- 14.25 Any claim arising from or related to the **Cardholder** travelling to a country where the Foreign and Commonwealth Office has advised against non-essential travel.
- 14.26 Any claim arising from or related to the cessation of trading of the tour operator, agent or other transport provider.
- 14.27 This insurance does not cover any claim in any way caused by or resulting from:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.
- 14.28 Cyber Loss Absolute Exclusion Clause (LMA5391)
  - 1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
  - 2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
    - 2.1 the use or operation of any Computer System or Computer Network;

- 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
- 3. 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.
  - 4. 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.
  - 5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

#### **Section 15: REQUESTING EMERGENCY or TRAVEL ASSISTANCE**

- 15.1 Emergency Medical and Travel Assistance **Services** are available 24 hours a day from **Asia Assistance**.

In the event that the **Cardholder** requires these **Services**, please call (+603-7628 3811/ +601-7965 3899)

#### **Section 16: HOW TO MAKE A CLAIM**

- 16.1 In the event of an event occurring that may give rise to a claim under this **Policy** the **Cardholder**, or his representative, should call Great Eastern General Insurance (Malaysia) Berhad at 1-300-13-1088 during Malaysia office hours of 08.15 to 17.15hrs or email to [claimscare-my@greateasterngeneral.com](mailto:claimscare-my@greateasterngeneral.com). In the event a claimant wishes to correspond using an email facility after initially registering a claim via our website at <https://www.greateasterngeneral.com/my/en/index.html> , they may correspond using email: [TravelClaims@greateasterngeneral.com](mailto:TravelClaims@greateasterngeneral.com).
- 16.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what he/she are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 16.3 Upon reporting a claim, the **Cardholder** should return the claim form to the address given within 28 (twenty-eight) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## SECTION 17: COMPLAINTS PROCEDURE

**Cardholder** may refer **Cardholder** complaint pertaining to any insurance related matters to **the Insurer's** Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services (OFS) (664393P) (formerly known as Financial Mediation Bureau) or BNMLINK / BNMTELELINK, Bank Negara Malaysia (BNM). In order to resolve **Cardholder** complaint, it is important that **Cardholder** provide **Insurer's** with as much information as possible when contacting **the Insurer**, i.e. **Cardholder** full name, address, contact number, policy number and the nature of **Cardholder** complaint.

The following are the contact details of **the Insurer's** Complaint Handling Unit:-

### **Complaint Handling Unit**

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD

Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur

Telephone No. : 03-4259 7828

Fax No. : 03-4813 2737

Email : [gicare-my@greasterngeneral.com](mailto:gicare-my@greasterngeneral.com)

### **OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA**

If the **Cardholder** is not satisfied with the respond or the decision of **the Insurer's** Complaint Handling Unit, the **Cardholder** may submit their complaint either to the Ombudsman for Financial Services (OFS) within 6 months from the date of **the Insurer's** Complaint Handling Unit's final decision, or to BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Kindly check with **the Insurer's** Complaint Handling Unit on the proper avenue for dealing with the **Cardholder's** complaint. The following are the contact details of OFS or BNM: -

| <b>Authority</b> | <b>BNMLINK/BNMTELELINK,<br/>Bank Negara Malaysia (BNM)</b>   | <b>Ombudsman for Financial<br/>Services (OFS)</b>   |
|------------------|--|---|
| Address          | <b>Laman Informasi Nasihat dan<br/>Khidmat (BNMLINK)</b><br>(Walk-in Customer Service<br>Centre) Ground Floor, D Block.<br>Jalan Dato' Onn, 50480 Kuala<br>Lumpur.<br><b>Contact Centre<br/>(BNMTELELINK)</b> Corporate<br>Communication Department,<br>Bank Negara Malaysia P.O.<br>Box 10922, 50929 Kuala<br>Lumpur. | Level 14, Main Block,<br>Menara Takaful Malaysia,<br>No. 4, Jalan Sultan<br>Sulaiman, 50000 Kuala<br>Lumpur |
| Telephone No     | 1-300-88-5465  | 03-2272 2811  |
| Fax No           | 03-2174 1515   | 03-2272 1577  |
| Email            | <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>   | <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a>  |

## SECTION 18 : OTHER PROVISIONS

### 18.1 **SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)**

The Insurer shall not be deemed to provide cover and shall not receive any payment(s) under the Policy; or be liable to pay any sums (including payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

## **18.2 TERRORISM EXCLUSION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy does not cover death, disablement or medical expenses directly or indirectly caused by or contributed to by or arising from 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 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 selection of the public, in fear.

## **18.3 PREMIUM WARRANTY**

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro-rate premium for the period that have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

## **18.4 GOVERNMENT TAX**

Please be informed that the premiums on this policy are subject to the Government tax prevailing during the term of this policy.

Your obligation to pay the prevailing Government tax shall form part of the terms and condition of Your insurance policy



## NOTICE TO ALL POLICYHOLDERS

### LODGING COMPLAINTS AND GRIEVANCES MENGEMUKAKAN ADUAN DAN KETIDAKPUASAN

You may refer your complaint pertaining to any insurance related matters to our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services or BNMLINK / BNMTELELINK, Bank Negara Malaysia. The contact details of our Complaint Handling Unit: -

*Anda boleh merujuk aduan anda berkenaan dengan sebarang hal berkaitan insurans kepada Unit Aduan kami untuk penyelesaian yang menyenangkan kedua-dua pihak sebelum merujuk kepada Ombudsman Perkhidmatan Kewangan atau BNMLINK/BNMTELELINK, Bank Negara Malaysia. Butir-butir Unit Aduan Kami:*

Complaint Handling Unit  
GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD  
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur  
Telephone No. : 03-42597828  
Fax No. : 03-48130055  
Email . gicare-my@greasterngeneral.com

### OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA OMBUDSMAN PERKHIDMATAN KEWANGAN ATAU BANK NEGARA MALAYSIA

If you are not satisfied with the respond or the decision of our Complaint Handling Unit, you may submit your complaint either to the Ombudsman for Financial Services (OFS) within 6 months from the date of our Complaint Handling Unit's final decision, or to BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Kindly check with our Complaint Handling Unit on the proper avenue for dealing with your complaint. The following are the contact details of OFS or BNM: -

Jika anda tidak berpuas hati dengan jawapan atau keputusan Unit Aduan kami, anda boleh menyerahkan aduan anda sama ada kepada Ombudsman Perkhidmatan Kewangan (OPK) dalam tempoh 6 bulan daripada tarikh keputusan muktamad Unit Aduan kami atau kepada BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Sila semak dengan Unit Aduan kami untuk mendapatkan pendekatan yang sewajarnya bila berurusan dengan aduan anda. Berikut adalah butir-butir untuk menghubungi OPK atau BNM

OFS/OPK : Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Telephone No.: 03-2272 2811; Fax No.: 03-2272 1577

BNM : Laman Informasi Nasihat dan Khidmat (BNMLINK)  
(Walk-in Customer Service Centre)  
Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.  
Contact Centre (BNMTELELINK)  
Corporate Communication Department, Bank Negara Malaysia  
P.O. Box 10922, 50929 Kuala Lumpur.  
Telephone No.: 1-300-88-5465; (Overseas: 603-2174-1717); Fax No.: 03-2174-1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**BRANCH OFFICES OF Great Eastern General Insurance (MALAYSIA) BERHAD (102249-P)**  
**PEJABAT CAWANGAN Great Eastern General Insurance (MALAYSIA) BERHAD (102249-P)**

|  |   |
|--|---|
| <b>Kuala Lumpur</b>  | Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur.<br>General Line: (03) 4259 7888   Customer Service Careline: (03) 4259 8900   Fax No: (03) 4813 0088    |
| <b>Penang</b>  | Suite 2-3, Level 2, Wisma Great Eastern, No. 25, Lebu Light, 10200 Pulau Pinang<br>Tel: (04) 2619 361   Fax: (04) 2619 058  |
| <b>Ipoh</b>  | 2nd Floor, Wisma Great Eastern, No. 16, Persiaran Tugu, Greentown Avenue, 30450 Ipoh, Perak<br>Tel: (05) 2536 649   Fax: (05) 2553 066  |
| <b>Alor Setar</b>  | 69 & 70, 1st Floor, Jalan Teluk Wanjah, 05200 Alor Setar, Kedah<br>Tel: (04) 7346 515   Fax: (04) 7346 516  |
| <b>Klang</b>   | 3rd Floor, No. 10, Jalan Tiara 2A, Bandar Baru Klang, 41150 Klang, Selangor<br>Tel: (03) 3345 1027   Fax: (03) 3345 1029  |
| <b>Melaka</b>  | 2-23, Jalan PM15, Plaza Mahkota, 75000 Melaka<br>Tel: (06) 2843 297   Fax: (06) 2835 478  |
| <b>Kuantan</b>   | 1st Floor, No. 25, Jalan Dato' Lim Hoe Lek, 25200 Kuantan, Pahang<br>Tel: (09) 5162 849   Fax: (09) 5162 848  |
| <b>Seremban</b>  | 103-2, Jalan Yam Tuan, 70000 Seremban, Negeri Sembilan<br>Tel: (06) 7649 082   Fax: (06) 7616 178   |
| <b>Johor Bahru</b>   | Wisma Great Eastern, 03-01, Blok A, Komersil Southkey Mozek, Persiaran Southkey 1, Kota Southkey, 80150 Johor Bahru<br>Telephone: 07-336 9899 Facsimile: 07-336 9869          |
| <b>Kota Bharu</b>  | No. S25/5252-S, Tingkat 1, Jalan Sultan Yahya Petra, 15200 Kota Bharu, Kelantan<br>Tel: (09) 7482 698   Fax: (09) 7448 533  |
| <b>Kuching</b>   | No. 51, Level 3, Wisma Great Eastern, Lot 435, Section 54 KTL D, Travilion Commercial Centre, Jalan Padungan, 93100 Kuching, Sarawak, Tel: (082) 420 197   Fax: (082) 248 072 |
| <b>Kota Kinabalu</b>   | Suite 6.3, Level 6, Wisma Great Eastern Life, No. 65, Jalan Gaya, 88000 Kota Kinabalu, Sabah<br>Tel: (088) 235 636   Fax: (088) 248 879                                       |
| <b>Sibu</b>  | 2nd Floor, No. 10 A-F, Wisma Great Eastern, Persiaran Brooke, 96000 Sibu, Sarawak<br>Tel: (084) 328 392   Fax: (084) 326 392  |
| <b>Servicing Offices / Pejabat Perkhidmatan Great Eastern General Insurance (Malaysia) Berhad (102249-P)</b> |   |
| <b>Sandakan</b>  | 1st Floor, Lot 5 & 6, Block 40, Lorong Indah 15, Bandar Indah, Phase 7, Mile 4, North Road, 90000 Sandakan, Sabah<br>Tel: (089) 228 769   Fax: (089) 228 372                  |
| <b>Tawau</b>   | 3rd Floor, Wisma Great Eastern, Jalan Billian, 91008 Tawau, Sabah<br>Tel: (089) 755 882   Fax: (089) 767 013  |
| <b>Miri</b>  | 3rd Floor, Lots 1260 & 1261, Block 10 M.C.L.D. Jalan Melayu, 98000 Miri, Sarawak<br>Tel: (085) 421 299   Fax: (085) 433 276   |
| <b>Batu Pahat</b>  | 4th Floor, 109, Jalan Rahmat, 83000 Batu Pahat, Johor<br>Tel: (07) 4322 357   Fax: (07) 4322 359  |
| <b>Mentakab</b>  | No. 60, 1st Floor, Jalan Orkid, 28400 Mentakab, Pahang<br>Tel : (09) 2709358   Fax : (09) 2709359   |