



QBE TRAVELON Domestic Cover™ TRAVEL INSURANCE - within Malaysia

- for Individual
- for Family

24-HOUR WORLDWIDE EMERGENCY ASSISTANCE
(+603-7628 3611 or +603-7965 3919)
Call from anywhere for assistance

QBE Insurance (Malaysia) Berhad welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this document, which sets out the limitations and benefits of this insurance policy. Please keep it stored in a safe place. Should you have any query, please contact your agent, broker or QBE, especially if the insurance is not completely in accordance with your intentions.

We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise the policy issued hereunder may be void.

1. COVER

In consideration of the payment of the premium and the due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured or the Insured Person and subject to the terms, conditions, exclusions and memoranda contained herein or contained in the Schedule if any of the Events referred to in this Policy shall happen QBE Insurance (Malaysia) Berhad (hereinafter called "QBE") will pay the Benefit to the Insured or in case of his/her death to his/her legal personal representative.

2. DEFINITIONS

- 2.1 "Accident" means an unforeseen, unexpected and involuntary event which happens by chance.
- 2.2 "Accidental Death" means death arising directly from an Injury.
- 2.3 "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organisation.
- 2.4 "Acts of Terrorism" means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic, 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.
- 2.5 "Adult" means an Insured Person who has attained 18 years of age at the commencement of the Period of Insurance.
- 2.6 "Applicant" means a person who has fulfilled conditions set out in 2.11(i) to 2.11(iii) below.
- "Benefit" means the type of Plan specified in the Policy against the relevant Event under the Plans you have selected and stated in the Schedule.
- 2.7 "Contents" shall mean household furniture and furnishing, clothing and personal effects belonging to you or to members of your family or domestic servants permanently residing with you and fixtures and fittings you own (or for which you are responsible) not being landlord's fixtures and fittings. Contents shall exclude deeds, bonds, bills of exchange, promissory notes, cheques, travelers cheques, securities for money, documents of any kind, cash, currency notes
- 2.8 "Child(ren)" means an Insured Person who is/are aged from 3 months up to the attainment of 18 years of age at the commencement of the Period of Insurance
- 2.9 "Family Cover" means anyone of the following:
- the applicant and (one of) his/her spouse,
 - the applicant and his/her accompanying dependent legal child(ren),
 - the applicant, (one of) his/her spouse, and his/her accompanying dependent legal child(ren).
- 2.10 "Hospital" means an establishment, duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which
- has organised facilities for diagnosis, treatment and major surgery;
 - provides twenty-four hours a day nursing services by registered nurses;
 - is under the supervision of a physician; and
 - is not primarily a clinic, a place of custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
- 2.11 "Individual Cover" refer to protection and benefits offered under this insurance for the individual who is:
- the applicant of this Insurance named in the Certificate of Insurance.
 - person who has attained age 18 years and not more than 75 years, at the commencement of the Period of Insurance.
 - Malaysian or a non-Malaysian visitor travelling within Malaysia, for leisure purpose.
- 2.12 "Injury" means bodily injury to any Insured Person(s) caused solely and directly by accidental means and shall exclude bodily injury caused by Sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- 2.13 "Medical Expenses" means reasonable expenses incurred as a result of sustaining Injury paid by the Insured Person to a medical practitioner, physician, surgeon, hospital and/or ambulance service for medical,

- surgical, nursing home charges and the cost of other treatment including the cost of medical supplies (including limb prosthesis) and ambulance hire and X-ray but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by Injury and excluding any expenses included in Section 3 of this Policy. All treatment must be prescribed by a Medical Practitioner in order for expenses to be reimbursed under this Policy. Treatment by a herbalist, acupuncturist and/or bonesetter for Injuries other than fractures is payable up to the limit as stated in Section 2.
- 2.14 "Medical Practitioner" means any person legally authorised by the Government with jurisdiction in the geographical area of his/her practice to render medical or surgical service, but excluding a Medical Practitioner who is the Insured Person, or the spouse or relative of the Insured Person, or the Insured Person's business partner or employer .
- 2.15 "Money" includes cash, cash cards, cheques, credit cards, traveler's cheques, postal or money orders in the possession of the Insured Person.
- 2.16 "Overseas" means destinations outside the territorial boundaries of Malaysia.
- 2.17 "Period of Insurance" means the period specified in the Schedule.
- 2.18 "Permanent Total Disablement" means absolute disablement for 12 calendar months from the date of Injury and at the expiry of the 12-month period being beyond hope of improvement which solely and directly prevents an Insured Person from attending to any business, occupation or duties for which he/she is reasonably qualified by reason of his/her education, training or experience.
- 2.19 "Pre-Existing Condition" means any medical conditions for which You have received medical treatment, diagnosis, consultation or prescribed drugs during the 180-day period preceding the Trip.
- 2.20 "Public Conveyance" means any air, land or water conveyance which is mechanically propelled and duly operated under a licence of services for the regular transportation of fare paying passengers for hire in connection with the Insured Person's Trip but shall exclude any conveyance operated for the purpose of amusement.
- 2.21 "Relative" means spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, brother or sister-in-law, all residing in Malaysia.
- 2.22 "Serious Injury or Sickness" means Injury or Sickness certified by a Medical Practitioner as being dangerous to life.
- 2.23 "Spouse" is defined as the applicant's legal spouse who has attained age 18 years and not more than 75 years, at the commencement of the Period of Insurance.
- 2.24 "Travel Documents" means passport, visas, entry permit, conveyance tickets and accommodation vouchers.
- 2.25 "Trip" means the journey undertaken by the insured Person within the Period of Insurance, for leisure purpose,
- for Insured Person resident in Malaysia, commencing from the time when the Insured Person leaves his/her place of residence;
 - for Insured Person arriving from an overseas location (visitor to Malaysia), commencing when he/she disembarks any Public Conveyance on arrival in Malaysia or on application of this Insurance, whichever is the later;
- and ceases on whichever of the following occurs first:
- the expiry of the Period of Insurance;
 - for Insured Person resident in Malaysia, the Insured Person's return to his/her place of residence
 - for Insured Persons arriving from an overseas location, on the insured Person embarking any Public Conveyance leaving Malaysia.
- In the event of a scheduled Public Conveyance delay or Injury to the Insured Person, and the Trip is necessarily extended beyond the Period of Insurance, the insurance will remain in force for such period as is reasonably necessary for completion of the Trip up to a maximum of seven (7) days, without extra charge, subject to the total Period of Insurance not exceeding forty (40) consecutive days from the commencement date of Trip.
- 2.26 "Valuables" shall mean articles of gold, silver or other precious metal jewellery, furs, watches and precious or semi-precious gems
- 2.27 "You / Your / Insured Person" means the person(s) or Entity named in the Schedule as the Insured.

3. EVENTS

SECTION 1 — Accidental Death and Permanent Total Disablement

QBE will pay up to the limits as specified in the Schedule for Accidental Death or Permanent Total Disablement caused by an Injury occurring within 12 calendar months of the date of Injury provided such Injury occurred during the Trip as defined. The compensation payable under this section is as follows:-

	LIMIT (RM)
INDIVIDUAL PLAN	
- per Adult up to age 70 years	200,000
- per Adult exceeding age 70 years	100,000
FAMILY PLAN	
- per Adult up to age 70 years	200,000
- per Adult exceeding age 70 years	100,000
- per Child	50,000
- per family	400,000

Disability EVENT	Sum Insured
1. Accidental death; or	100%
2. Permanent total disablement; or	100%
3. Loss of or the permanent total loss of use of one or more limbs; or	100%
4. Permanent total loss and irrecoverable loss of sight of one or both eyes; or	100%
5. Complete and incurable insanity; or	100%
6. Permanent total loss and irrecoverable loss of speech & hearing	100%

The complete and irrecoverable loss of use of any limb or eye specified above shall be deemed to be loss of such limb or eye.

In the event that the Injury does not come within the above list of "Disability Events" (1) to (6) QBE shall at their absolute and sole discretion make any payment of such sum to the Insured Person as they deem fit.

In no case shall any one Insured Person be entitled to compensation which exceeds 100% of the limit applicable to that Insured Person as specified in the Schedule.

Exclusions Applying to this Section

This policy does not cover the following:

- the Insured Person engaging in flying or other aerial activity except as a passenger in a properly licensed power driven passenger carrying aircraft.
- Pre-existing Conditions.

SECTION 2 - Accidental Medical Expenses

In the event of an Injury resulting solely, directly and independently of any other cause in the Insured Person requiring medical assistance, QBE will reimburse the Insured Person for Medical Expenses incurred up to the amount as specified in the Schedule, such Medical Expenses incurred within 365 days of sustaining the Injury.

	LIMIT (RM)
INDIVIDUAL PLAN	
- per Adult up to age 70 years	25,000
- per Adult exceeding age 70 years	12,500
FAMILY PLAN	
- per Adult up to age 70 years	25,000
- per Adult exceeding age 70 years	12,500
- per Child	25,000
- per family	50,000

Exclusions Applying to this Section

This policy does not cover the following:

- Pre-Existing Condition
- the Insured Person travelling against medical advice or for the purpose of seeking medical treatment
- charges and expenses for life support equipment or non-limb prosthetic devices or hospital equipment except for the rental of or charge made for such devices or equipment during the Hospital Confinement period.

The following Bonus Sections form part of this Section

Bonus 1 - Daily Hospital Income

In the event the Insured Person is being confined in a Hospital at a destination within Malaysia, as a registered in-patient for the treatment of an Injury, QBE will pay a daily amount as stated in the Schedule during such period of confinement subject to a maximum period of thirty (30) days.

	SUB-LIMIT (RM)
INDIVIDUAL PLAN	
- each 24 hours	100
- subject to a maximum of	3,000
FAMILY PLAN	
- each 24 hours	100
- subject to a maximum of	3,000
- per family	6,000

Bonus 2 - Compassionate Visit by a Relative/Friend - (This benefit is not applicable to a non-Malaysian visitor)

In the event the Insured Person is hospitalized for more than five (5) consecutive days and his/her medical condition forbids evacuation and no adult member of his/her family is with him/her, QBE will pay up to the following sub-limits for the reasonable travel (economy air travel, first class rail travel) and economical hotel accommodation expenses necessarily incurred by one relative or friend of the Insured Person to visit and stay with him/her until the Insured Person is medically fit to return his/her place or residence in Malaysia, as certified by the appointed Medical Practitioner on our behalf.

	SUB-LIMIT (RM)
INDIVIDUAL PLAN	2,500
FAMILY PLAN	
- per insured person	2,500
- per family	5,000

Bonus 3 - Child Protection - (This benefit is not applicable to a non-Malaysian visitor)

In the event the Insured Person is hospitalized for more than five (5) consecutive days and there is no other Adult to accompany the Child(ren) home, QBE will pay up to the following sub-limit for the reasonable travel (economy air travel and first class rail travel) and economical hotel accommodation expenses for a Relative or friend to accompany the Child(ren) back to the Insured Person place of residence in Malaysia on the first available means of travel.

	SUB-LIMIT (RM)
INDIVIDUAL PLAN	2,500
FAMILY PLAN	
- per insured person	2,500
- per family	5,000

SECTION 3 - Medical Emergency Evacuation including Medically Supervised Repatriation & Repatriation of Mortal Remains

QBE, through and using the services of Asia Assistance Network (M) Sdn Bhd (hereafter called "AAN"), will provide, through AAN 24-hour network of service centers, telephone advice and assistance to the Insured Person in the event of a medical emergency during a Trip. In no event do the services guaranteed by AAN entitle the Insured Person to reimbursement from QBE unless such services are provided by and through AAN.

In the event of a Serious Injury requiring repatriation:

- AAN will organise for emergency transport by ambulance or other means including assignment of a doctor and/or nurse to accompany the Insured Person, if necessary, to the nearest and most appropriate medical centre or hospital in Malaysia.

In the event of death AAN will organise for the transportation of mortal remains to deceased place of residence in Malaysia or in the case of a visiting Insured Person, to the port of embarkation in Malaysia for his/her journey home, provided such costs shall not exceed the cost of transportation of mortal remains.

	LIMIT (RM)
INDIVIDUAL PLAN	150,000
FAMILY PLAN	300,000

Exclusions Applying to this Section

The services in this Section do not cover the following:

- Minor injury which in the opinion of an AAN doctor can be adequately treated locally or treatment can be reasonably delayed until return to Insured person's country of residence;

- 2 Any Insured Person physically able to return to his place or country of residence as a seated passenger and without a medical escort (unless accepted by the AAN duty doctor);
- 3 Any Insured Person under medical treatment at the time of commencing his Trip, or any Trip undertaken against the advice of a doctor or for the purpose of obtaining medical treatment overseas or for rest and recuperation following any prior accident, illness or Pre-Existing Condition;
- 4 Cases related to mental diseases which are or have been under treatment;
- 5 Service in armed forces or police of any country;
- 6 Pregnancy, childbirth or miscarriage except for unexpected vital complications during the first twenty-four (24) weeks of pregnancy;
- 7 Any expenses incurred as a result of a Pre-Existing Condition;
- 8 Any costs or expenses not expressly covered by this Section and otherwise not approved in advance and in writing by QBE and/or not arranged by AAN;
- 9 Any expenses related to treatment performed or ordered by a non-registered practitioner.

Special Conditions

Provision of the services in this Section is subject to the following:-

1 IN THE EVENT OF AN EMERGENCY

The Insured Person or his/her representative must call the AAN Service Centre in Malaysia, reverse charge before undertaking any personal action or payment. The Insured Person or his/her representative is required to state:

- a. The Insured Person's name.
- b. The Insured Person's Policy/Certificate number.
- c. Nature of injury.
- d. Details of attending doctors, if available.
- e. Present location and contact particulars.

2 MEDICAL AUTHORISATION

The Insured Person will only be transported when medical authorization from the attending doctor and the AAN medical advisors certify that the transportation is necessary.

3 COOPERATION

The Insured Person and/or his/her representative must cooperate fully with AAN medical advisors and/or its agents who shall have free and full access to the Insured Person to ascertain his/her condition. If the Insured Person and/or his/her representative unreasonably fail to cooperate, the Insured Person shall not be entitled to the above assistance and services.

4 IN GOOD FAITH

AAN and QBE will act in good faith in providing the services in this section but neither will be liable if the services are not provided due to circumstances and conditions beyond their control. Similarly, services will not be provided if the Insured Person is located in an area which represents war risks, political or other conditions such as to make the provision of the services impossible or reasonably impracticable.

5 RIGHT OF RECOVERY

In the event of authorization of payment and/or actual payment by QBE through AAN or otherwise for a medical claim whereby policy liability is not engaged, QBE reserves the right to recover against the Insured Person for the full sum of that payment.

6 SUBROGATION

QBE shall be subrogated up to the amount of services it has provided, to the rights and causes of action of the Insured Person against any party responsible for acts giving rise to injury for which AAN renders assistance. When the services provided by AAN are covered in whole or part by any insurance policy or other health insurance plans, QBE shall be subrogated to the rights and causes of action of Insured Person against said insurance policy or other insurance plans. QBE may assign these subrogated rights to AAN.

7 REASONABLE PRECAUTIONS

The Insured Person must take all reasonable precautions to prevent and minimize any accident, injury, death or expenses.

8 AUTHORITY TO ACT

The Insured Person must give all necessary authorities for the services in this section to be provided. In addition on request, the Insured Person must execute an agreement to empower AAN to obtain relevant information, to collect due proceeds from insurance or other sources and to reimburse AAN expenses that are not part of the services in this section.

SECTION 4 - Baggage and Personal Effects

QBE will reimburse the Insured Person up to RM750 per article, for the intrinsic value or cost of repairs whichever is the lesser, of accompanied baggage, luggage or personal effects, including purchases made during the Trip which is lost or damaged.

	LIMIT (RM)
INDIVIDUAL PLAN	2,500
FAMILY PLAN	5,000

Exclusions Applying to this Section

This policy does not cover the following:

- (a) animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow boards and skis and golfing equipment whilst actually in use, household effects, antiques, artificial teeth or limbs, Money or Travel Documents, manuscripts or securities
- (b) contact lenses, fragile or brittle articles unless caused by fire or accident to the conveyance in which they are being carried
- (c) business goods or samples
- (d) normal wear or tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions.
- (e) baggage whilst in the custody of an airline or other carrier unless reported within 24 hours and a property irregularity report obtained from the airline or a documented certification or report from the carrier.
- (f) loss not reported to the police within 24 hours and a police report obtained.
- (g) confiscation by Customs or other government authorities.
- (h) loss of Insured Person's baggage sent as unaccompanied baggage or souvenirs and articles mailed or shipped separately.
- (i) loss of Insured Person's baggage left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property.
- (j) cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
- (k) (A) (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data
(ii) error in creating, amending, entering, deleting or using Electronic Data, or
(iii) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

"Electronic Data" means facts, concepts and information converted to form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

- (B) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (A) above, this policy, subject to all its provisions, will insure physical loss of or damage or destruction to property insured directly caused by such listed peril. Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in paragraph (A) above:-

Fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freezing weight of snow, impact by aircraft or other aerial objects dropped therefrom, impact by any road vehicle or animal, bursting overflowing or discharging or leaking of water tanks apparatus or pipes, or theft of Electronic Data solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

- (C) For the purposes of the basis of settlement provision in this policy, computer systems records includes Electronic Data as defined in paragraph (A) above.

SECTION 5 - Baggage Delay

QBE will pay to the Insured Person up to the limits as specified in the Schedule the Insured Person for emergency purchases of essential items or clothing or requisites consequent upon the checked-in baggage accompanying the Insured Person having been delayed, misdirected or temporarily misplaced by the carrier. Such payment shall be for every full 6 consecutive hours of delay after the Insured Person's arrival at the baggage pick-up point of the scheduled destination.

	LIMIT (RM)
INDIVIDUAL PLAN	
- every 6 hours	200
- subject to a maximum of	1,000
FAMILY PLAN	
- every 6 hours	200
- subject to a maximum of	2,000

SECTION 6 - Loss of Deposits and Cancellation Charges

QBE will reimburse up to the limits as specified in the Schedule to the Insured Person for loss of travel expenses paid in advance by the Insured Person or for which the Insured Person is legally liable and which are not recoverable from any other source upon the cancellation of the Trip arising from Serious Injury or Sickness of the Insured Person or a Relative and from other causes beyond the Insured Person's control occurring after this insurance has been effected and prior to the Trip subject to satisfactory documentary proof.

	LIMIT (RM)
INDIVIDUAL PLAN	2,000
FAMILY PLAN	4,000

SECTION 7 - Curtailment Expenses

QBE will reimburse the Insured Person for additional travel and hotel expenses or board incurred and loss of travel and/or accommodation expenses paid in advance by the Insured Person. This is consequent upon the Insured Person having to return directly to his/her place of residence following the Serious Injury or Sickness of the Insured Person or the unexpected death or Serious Injury or Sickness of the Insured Person's Relative or from other causes beyond the Insured Person's control occurring after the commencement of the Trip.

	LIMIT (RM)
INDIVIDUAL PLAN	2,000
FAMILY PLAN	4,000

Exclusions Applying to this Sections 6 & 7

This policy does not cover claims arising directly or indirectly from:

- Your business, financial or contractual obligations or those of Your travel companions or from any financial circumstances whatsoever
- Your disinclination to travel or that of any other person with whom You have arranged to travel with
- failure to take immediate steps to inform Your travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel or curtail the travel arrangements
- delay by any carrier except for strikes
- the negligence of or default of any agent or travel agent or tour operator
- cancellation of the Trip at the request of Your employer, spouse or parent
- any unlawful act of, or criminal proceedings against any person on whom the booked Trip depends, other than attendance as a witness at a Court of Law under subpoena or summons
- Government regulation or act.

SECTION 8 - Travel Delay including Missed Travel Connections

	LIMIT (RM)
INDIVIDUAL PLAN	
a. for Travel Delay - - each 6 consecutive hours	250
- subject to a maximum of	1,000
b. for Missed Travel Connection	200
FAMILY PLAN	
a. for Travel Delay - - each 6 consecutive hours	250
- subject to a maximum of	2,000
b. for Missed Travel Connection	300

QBE will pay up to the limits as specified in the Schedule for the Insured Person in the event that :-

- the scheduled Public Conveyance in which the Insured Person had arranged to travel is delayed for at least six (6) consecutive hours from the time specified in the itinerary supplied to the Insured Person due to strike, industrial action, inclement weather, mechanical breakdown or closure of any airport or port
- the Insured Person's confirmed onward travel connection is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting scheduled conveyance and no onward transportation is available to the Insured Person within six (6) consecutive hours of his/her arrival.

Exclusions Applying to this Section

This policy does not cover claims arising directly or indirectly from:

- failure of the Insured Person to present himself/herself for check-in according with the Trip itinerary.
- failure to obtain written confirmation from the Public Conveyance or their handling agents of the number of hours of any delay and the reasons provided therefore.
- failure to obtain written confirmation from the Public Conveyance or their handling agents as to the details of the missed flight connection.
- strike or industrial action existing at the date You purchase this insurance.

N.B. The Policy will only pay for any claim under any one event due to Travel Delay or Travel Missed Connection.

SECTION 9 - Personal Liability

QBE will indemnify You up to the limits as specified in the Schedule the Insured Person in his/her personal capacity against legal liability to pay compensation in respect of:-

- bodily injury (including death or illness) to any person
- loss of or damage to property as a result of an accident occurring during the Trip. QBE will also pay legal costs and expenses incurred by the Insured Person with the written consent of QBE.

	LIMIT (RM)
INDIVIDUAL PLAN	500,000
FAMILY PLAN (per family)	1,000,000

Provided that:

- QBE's total liability shall not exceed the amounts stated above (inclusive of legal costs and expenses)
- The Insured Person shall not without the consent in writing from QBE make any admission offer promise or payment in connection with any occurrence or claim and QBE if it so desires shall be entitled to take over and conduct in the name of the Insured Person the defense or settlement of any claim
- QBE shall be entitled to prosecute in the name of the Insured Person at its own expenses and for its own benefit any claim for indemnity or damages or otherwise
- QBE shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured Person shall give all information and assistance as QBE may require in the prosecution defense or settlement of any claim.

Exclusions Applying to this Section

This policy does not cover claims arising directly or indirectly from:

- any legal liability connected with any motor vehicle, licensed aircraft or other aerial devices or watercraft or building
- the Insured or Insured Person's trade, business, professions or occupation
- any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement
- bodily injury (including death or illness) or loss of or damage to property of any member of the Insured Person's family ordinarily residing with the Insured or Insured Person or with whom the Insured Person ordinarily resides or to any employee of the Insured arising out of or in the course of such employment
- damage to property in the care, custody or control of the Insured Person
- any punitive and exemplary damages
- any actual or alleged liability whatsoever resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity
1. the Insured's "Internet Operations"

This exclusion does not apply to personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product including but not limited to product use and safety instructions or warnings and which is also reproduced on its site.

"Internet Operations" means the following:-

- use of electronic mail systems by the Insured or the Insured's employees, including part-time and temporary staff contractors and others within the Insured's organisation;
- access through the Insured's network to the worldwide web or a public internet site by the Insured's employees including part-time and temporary staff contractors and others within the Insured's organisation;
- access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the worldwide web for customers of the Insured or others outside the Insured's organisation; and the operation and maintenance of the Insured's web site.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion.

- property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by through or in connection with:
 - the use of any computer hardware or software;
 - the provision of computer or telecommunication services by the Insured or on the Insured's behalf;
 - the use of computer hardware or software belonging to any third party whether authorised or unauthorised including damage caused by any computer virus.

SECTION 10 - Home Protection - (This benefit is not applicable to a non-Malaysian visitor)

QBE will, by payment or at its option by reinstatement or repair, indemnify you against physical loss or damage to the Contents, valuables and/or stamp, coin, medal collections, works of art based within your residence in Malaysia that was left vacant because of your Trip, caused by fire occurring during the period of insurance and after your Trip commences.

	LIMIT (RM)
INDIVIDUAL PLAN	500
FAMILY PLAN	1,000

Exclusions Applying to this Section

QBE will not pay for claims arising directly or indirectly from, in respect of, or due to:

- Wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth,

insects, vermin or any other gradually operating cause.

- (b) Any loss of damage occasioned through the willful act of the Insured Person or with the connivance of the Insured Persons.
- (c) Any loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities.
- (d) Electrical or mechanical breakdown.
- (e) Business or professional use in respect of photographic and sporting equipment and accessories and musical instruments.
- (f) Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
- (g) Loss or damage insured under any other insurance policy, or reimbursed by any other party.

SECTION 11 - Terrorism Cover

Notwithstanding any provisions to the contrary within this Policy or any endorsement thereto, it is agreed that QBE will pay You the Benefit provided under Sections 1 to 10 subject to the limits stated above for claims arising from Acts of Terrorism other than for loss, damage, death, injury, illness, cost or expenses of whatsoever nature directly or indirectly caused by, contributed by, resulting from or in connection with any Acts of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. If the coverage is less than the stated limits in the aggregate, the lower sum shall apply.

This cover also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Burden of Proof

If QBE alleges that by reason of this cover, any loss, damage, cost or expenses is not covered by this policy, the burden of proving the contrary shall be upon You.

Definition of Acts of Terrorism

For the purpose of this cover, an act of terrorism means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic 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. In the event any portion of this cover is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

This policy does not cover claims arising directly or indirectly from:-

- 4.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means
- 4.2 intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat regardless of sanity
- 4.3 childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an accident
- 4.4 intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner, and treatment in connection with addiction to drugs or alcohol
- 4.5 emotional, nervous or mental disease or disorder, psychiatric illness, sexually transmitted diseases, HIV Infection and AIDS related infections, congenital anomalies or deformities
- 4.6 the Insured Person engaging in any form of manual employment
- 4.7 any events more specifically insured or any claim which but for the existence of this policy would be recoverable under any other private or Government insurance policy, fund or scheme
- 4.8 the use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combination of nuclear fuel
- 4.9 any illegal or unlawful act or attempt to commit an illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities
- 4.10 any breach of government regulation or any failure by the Insured Person to take responsible precaution to avoid a claim under the Policy following the warning of any intended strike, riot and civil commotion through or by general mass media
- 4.11 motorcycling, big game hunting, riding or driving in any kind of race, professional sporting games, water sports which are aided by any mechanical, electrical and/or breathing apparatus, underwater activities involving the use of any artificial breathing apparatus except under the supervision of a qualified diving instructor, air travel (other than as a passenger in a licensed passenger carrying aircraft), other aerial activities, mountaineering, rock climbing and hiking / trekking tours in

remote areas unless with licensed guides

4.12 consequential loss of any kind.

4.13 the failure or inability of any computer equipment including but not limited to any or any combination or part of data, computer hardware, operating system, application, software and computer chip including microprocessor chip or embedded control logic whether the property of the Insured or not, occurring at any time to:

- a) correctly recognise any date as its true calendar date, prior to, during or after the year 2000 or any other date.
- b) capture, save or retain, and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date, prior to, during or after year 2000 or any other date.
- c) capture, save or retain, or correctly to process any data as a result of the operation of any command which has been programmed and which caused the loss of data or the inability to capture, save, retain or correctly to process such data, prior to, during or after year 2000 or any other date.

5. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

5.1 INTERPRETATION OF COVER

This Policy shall be interpreted in accordance with the laws of Malaysia

5.2 FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device shall be used to obtain The Benefit under this Policy QBE shall have no liability in respect of such claim.

5.3 DUTY OF CARE

The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of his/her self and property as if uninsured.

5.4 MORE THAN ONE POLICY

The Insured Person shall not be insured under more than one Travelon Domestic Policy issued by QBE. In the event of the Insured Person being insured under more than one such Policy of Insurance, QBE will consider the Insured Person to be insured under the Policy first issued. QBE will refund any excess insurance premium payment which may have been made by the Insured.

5.5 CLAIMS PROCEDURE

Notice shall be given to QBE within thirty (30) days of any occurrence likely to give rise to a claim. A detailed statement in writing describing the occurrence shall be delivered to QBE. Unless otherwise requested, all benefits provided will be payable to the Insured Person, after receipt of proof acceptable to QBE. The Insured Person's receipt of such indemnities shall discharge QBE from all its liabilities in relation to these benefits.

5.6 PROOF OF LOSS

It is a condition precedent to any liability of QBE under this Policy that the Insured Person shall at his/her own expense furnish to QBE such report, information and evidence as QBE may from time to time reasonably require in the form and of the nature prescribed by QBE. QBE shall be allowed at its own expense upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate or in the event of his/her disappearance following an accident or the total loss of a vessel or aircraft by a court order presuming his/her death.

5.7 RIGHTS OF SUBROGATION

In the event of any payment under Section 9 - Personal Liability, QBE shall be subrogated to all of the Insured Person's rights of recovery and therefore against any person, company or organisation and the Insured Person shall execute and deliver instruments and papers and do whatever is necessary to secure any such rights. The Insured Person shall take no action after the loss to prejudice such rights.

5.8 MEDIATION / ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one(1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference.

The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the Provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5.9 DISCLAIMER

QBE makes every effort to see that only high quality services are offered by Asia Assistance Network (M) Sdn Bhd to the Insured Person. However, QBE is

not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or for any of the consequences arising there from.

5.10 COMPLIANCE WITH POLICY CONDITIONS

Failure to comply with any of the conditions contained in this Policy shall invalidate all claims hereunder

5.12 CANCELLATION NOTICE

Per Trip Policy

The insurance cover shall be non-renewable, non-cancellable, the premium being fully earned once the policy is issued.

Annual Plan Policy

QBE may cancel the Policy by sending fourteen (14) days notice by registered letter to the Insured at the last known address. The Insured may also cancel the policy at any time by sending fourteen (14) days notice to QBE.

In the eventuality, QBE shall repay 75% of the proportionate premium corresponding to the unexpired period of the Policy subject to QBE retaining a minimum premium of RM100 per Insured Person.

If at the time of cancellation by QBE there are Insured Persons who have not completed their Trip, the liability of QBE will continue for such Insured Person only until such time as they have completed their Trip but not beyond the expiry of the Period of Insurance.

5.13 PREMIUM BEFORE COVER WARRANTY (Applicable to Personal Policyholder only)

1. Notwithstanding anything herein contained but subject to clauses (2) and (3) hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by QBE (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the policy, renewal certificate, cover note or endorsement.

2. In the event that the total premium due is not paid and actually received in full by QBE (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the policy, renewal certificate, cover note and endorsement shall not attach and no benefits whatsoever shall be payable by QBE. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, renewal certificate, cover note and endorsement.
3. In respect of coverage with "Free Look" provision, You may return the original policy document to QBE or intermediary within the "Free Look" period if You decide to cancel the cover during the "Free Look" period.
In such an event, you will receive a full refund of the premium paid to QBE provided that no claim has been made under the insurance.

5.14 CONDITION PRECEDENT

The validity of this Policy is subject to the condition precedent that:

- (a) for the risk insured, You have never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if You have declared that You have breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) You have fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to QBE before cover incepts.

5.15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights Of Third Parties) Act 2001 to enforce any of its terms.

IMPORTANT NOTICE:

1. The following are channels available for complaints on insurance related matters. You can contact our Complaint Unit for assistance at 03-7861 8400 or the following authorised bodies:

FINANCIAL MEDIATION BUREAU (FMB)
LEVEL 25, DATARAN KEWANGAN DARUL TAKAFUL
NO. 4 JALAN SULTAN SULAIMAN
50000 KUALA LUMPUR
TEL: 03-2272 2811
FAX: 03-2274 5752

DIRECTOR
CORPORATE COMMUNICATION DEPARTMENT
BANK NEGARA MALAYSIA
TINGKAT 14B PETI SURAT 10922
50929 KUALA LUMPUR
TEL: 03-2698 8044
FAX: 03-2693 6919

2. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.