



# Domestic Travel Protector Insurance Policy

**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 the insurance. Please store it in a safe place.

Should you have any query or need any clarifications, please contact our Registered Agent/Broker or our QBE office within 14 days upon receipt of this Policy, especially if the insurance does not meet your requirements or your intentions.

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# THE COVER

**A. Where the Insurance is wholly for purposes unrelated to Your trade, business or profession, the following applies:**

**Consumer Insurance Contracts**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the declaration (whether verbal or written) by You at or before the time this contract was issued. 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, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

**B. Where the Insurance is for purposes related to Your trade, business or profession, the following applies:**

**Non-Consumer Insurance Contracts**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the declaration (whether verbal or written) by You at or before the time this contract was issued. 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.

**NOW THIS POLICY WITNESSETH, QBE Insurance (Malaysia) Berhad** (hereinafter called the Company) will subject to the terms and conditions herein or endorsed hereon in the event of any of the under mentioned contingencies happening during the Period of Insurance, indemnify the Insured Person named herein (or in the event of death, to the Insured Person's legal representative) the sum or sums of money as specified in the Schedule of Benefits section herein.

## PART 1: SCHEDULE OF BENEFITS

Descriptions of Benefits		Plan Limit (RM)
Personal Accident	*Adult	100,000
	*Child	25,000
	*Family	300,000
Accidental Medical Expenses	*Up to 70 Years	25,000
	*Above 70 Years	12,500
	*Per Family	50,000
Daily Hospital Income		100/ 24hours
	*Individual	3,000
	*Family	6,000
Compassionate Visit	*Individual	2,500
	*Family	5,000
Child Protection	*Individual	2,500
	*Family	5,000
Emergency Medical Evacuation and Repatriation of Mortal Remains	*Individual	150,000
	*Family	300,000
Travel Cancellation or Curtailment	*Individual	2,000
	*Family	4,000
Loss or Damage of Baggage and Personal Effects		500 / item, 1,500 / laptop
	*Individual	2,500
	*Family	5,000
Baggage Delay		200 / 6hours
	*Individual	1,000
	*Family	2,000
Travel Delay		200 / 6hours
	*Individual	1,000
	*Family	2,000
Personal Liability (Any one occurrence & aggregate per policy)	*Individual	500,000
	*Family	1,000,000
Home Protection	*Individual	500
	*Family	1,000
Terrorism	*Adult	100,000
	*Child	25,000
	*Family	300,000

## PART 2: AUTOMATIC EXTENSION OF COVERAGE

In the event of a scheduled Common Carrier is delayed or the Insured Person suffers Injury 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, provided the extended Period of Insurance does not exceed Thirty (30) consecutive days from the commencement date of Trip.

## PART 3: ELIGIBILITY

To be eligible for cover under this Policy, the Insured Person must be:

- Malaysian, Malaysian Permanent Resident, work permit holders, student pass holders, or a person who is legally employed in Malaysia and shall include his/ her spouse and child/ children who are legally residing in Malaysia and/ or with at least 12 months long-term social visit pass;
- Any tourist or visitor to Malaysia holding a valid social visit pass;
- Between the age of thirty (30) days and eighty (80) years;

In the event that the Insured Person is below the age of eighteen (18) years old, his/ her parent or guardian shall enter into this contract of insurance on the Insured Person's behalf as Policyholder.

## PART 4: DEFINITIONS

- **"Accident"** means a fortuitous, sudden, unforeseen and unintentional event, resulting directly and independently from an external cause which occurred during the Period of Insurance.
- **"Adult"** means an Insured Person who has attained eighteen (18) years of age at the commencement of the Period of Insurance up to age eighty (80) years.
- **"Act of Terrorism"** means an act of any person or group of persons, whether acting alone, on behalf of or in connection with any organisation or government, committed for political, religious, ideological, economic, ethnic, nationalistic, racial, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator and victims will not be considered as an Act of Terrorism. Act of Terrorism also includes any act which is verified or recognised by the relevant government as an act of terrorism and includes the use of nuclear, biological and chemical devices during the act of terrorism.
- **Cancellation Expenses** means loss of deposits, or charges for advance payments for travel or accommodation or other charges paid in advance by the Insured Person or for which the Insured Person is legally liable and which is forfeited and not recoverable from any other source.
- **"Child/ Children"** means the biological or legally adopted or step child of the Insured Person who has attained the minimum age of thirty (30) days up to the age of eighteen (18) years and unmarried and is financially dependent upon the Insured Person or twenty three (23) years for those registered as a full time student at an Educational Institution. The child or children must be accompanied by at least one (1) of the parents or guardian insured under this Policy for any Trip made during the Period of Insurance.
- **"Civil Commotion"** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
- **"Common Carrier"** means any air, land or water conveyance which is duly operated under a license to operate regular transportation of fare paying passengers on fixed and established routes only. For the purposes of this Policy, a Common Carrier does not include a private car, a taxi, a cruise or tour bus service or shuttle service, or any like conveyance used for touring purpose. Shuttle service shall mean any conveyance operating between two (2) points with a transit time of not more than thirty (30) minutes.
- **"Expedition"** means any trips or excursions to any remote, high risk, inaccessible, inhospitable, unexplored and/or unchartered areas. It does not include treks and travel, (unless specifically excluded elsewhere in this Policy), provided by a recognized tour operator that are accessible to the general public without restrictions (other than general health or fitness warnings) but always provided that the Insured Person is acting under the guidance and supervision of qualified guides and/or instructors of the tour operator.
- **"Extreme Sports and Sporting Activities"** means any sport or sporting activities that present a high level of inherent danger (i.e. involves high level of expertise, exceptional physical exertion, highly specialized gears or stunts) including but not limited to big wave surfing, canoeing down rapids, kayaking, cliff jumping, horse jumping, ultra-marathons, biathlons, triathlons and stunt riding. It does not include usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognized local tour operator but always provided that the Insured Person is acting under the guidance and supervision of qualified guides and/or instructors of the tour operator when carrying out such activities.
- **"Family Member"** means spouse, parents, parents-in-law, grandparents, Child(ren), daughter-in-law, son-in-law, brothers or sisters, brother-in-law, sister-in-law, grandchild(ren), stepbrother, stepsister, stepparents, guardian.
- **"Family Plan"** shall mean a plan where the following persons are named in the policy:
  - a) The Insured Person and the legal spouse (or any one of the legal spouses, as the case may be) or
  - b) The Insured Person and accompanying Child(ren) or
  - c) The Insured Person, the legal spouse and accompanying Child(ren)

- **"Home Content"** shall mean household furniture and furnishing, clothing and personal effects belonging to the Insured Person or the Insured Person's Family Members permanently residing with the Insured Person. Home content shall exclude deeds, bonds, bills of exchange, promissory notes, cheques, travelers' cheques, securities for money, documents of any kind, cash and currency notes.
- **"Hospital Confinement"** means being confined in a hospital as an inpatient because of an Injury and on the recommendation of a Qualified Medical Practitioner. One day of "Hospital Confinement" shall mean a period for which the hospital makes a charge for daily room and board for the treatment of Injury.
- **"Hijack"** means unlawful seizure and control of a Common Carrier by use or threatened use of violent means.
- **"Injury"** means bodily injury suffered by the Insured Person caused solely and directly by an Accident and not by or arising out of any Sickness or disease, pandemic or mental disorder provided that the Injury must occur during the Trip and within the Period of Insurance.
- **"Insured Person"** means the person(s) as described or named in the Policy Schedule.
- **"Jewellery"** means objects such as rings, bracelets, brooches, necklaces, bangles, earrings, and lockets that are worn on the body as decoration, which is made wholly or partly with precious metals, including but not limited to gold and silver, precious stones or semi-precious stones.
- **"Loss of Hearing"** shall mean total and irrecoverable loss of hearing.
- **"Loss of Sight"** shall mean total and irrecoverable loss of sight.
- **"Loss of Speech"** shall mean total and irrecoverable loss of ability to communicate verbally.
- **"Loss of or Loss of Use"** shall mean permanent and total loss of the use of the limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured Person.
- **"Medical Practitioner"** means any person legally authorized by and registered with the government within the geographical area or 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.
- **"Medical Expenses"** means usual, reasonable and customary Medical Expenses necessarily and reasonably incurred in the medical or surgical treatment of Injury covered by this Policy which includes charges of the Medical Practitioner, the hospital, ambulance service providers, nursing service including medical supplies, X-ray and laboratory tests.
- **"Money"** includes cash, cash cards, cheques, credit cards, traveler's cheques, postal or money orders in the possession of the Insured Person.
- **"Mountaineering"** means the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.
- **"Period of Insurance"** means the period specified in the Schedule.
- **"Permanent Total Disablement"** means total and permanent disability arising as a result of accidental bodily injury occurring within one hundred and eighty (180) consecutive days from the date of Accident and which continues for a period of 12 months from the date of its diagnosis 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.

- **"Pre-Existing Condition"** means any medical condition for which the Insured Person has reasonable knowledge of prior to the effective date of the Policy. The Insured Person is considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:
  - (a) The Policyholder and/or the Insured Person has received or is receiving treatment;
  - (b) Medical advice, diagnosis, care or treatment has been recommended by Medical Practitioner;
  - (c) Clear and distinct symptoms are or were evident; or
  - (d) Its existence would have been apparent to a reasonable person in the circumstances.
- **"Policy "** means the insurance contract which consists of certificate of insurance, policy schedule and/ or any endorsement.
- **"Riot"** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
- **"Serious Injury"** means Injury certified by a Medical Practitioner as life threatening which requires immediate treatment by a Medical Practitioner and causes the Insured Person to be confined in hospital.
- **"Schedule of Benefits"** means the table of benefits set out for the product and plans selected by the Insured.
- **"Sickness"** means any sudden and unexpected deterioration of health or a physical condition marked by a pathological deviation from the normal healthy state, contracted during the Trip and within the Period of Insurance and which requires immediate treatment by a Medical Practitioner.
- **"Strike"** means the wilful act of any striker or locked-out by workers done in furtherance of a Strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequences of any such act.
- **"Traditional Treatment"** means treatment for injuries or sickness by a herbalist, acupuncturist or bonesetter licensed by government.
- **"Travel Agent"** means a Travel Agent duly licensed and registered with the relevant authorities in Malaysia.
- **"Travel Companion"** means a person who accompanies the Insured Person on the entire Trip.
- **"Travel Documents"** means passport, visas, entry permit, driving license, conveyance tickets and accommodation vouchers.
- **"Trip"** means a journey within Malaysia and commences:
  - (1) **For Insured Person resident in Malaysia:**  
From the time the Insured Person leaves his/her home or place of employment and ceases either at the time the Insured Person returns to his home or place of employment or on the expiry of the Period of Insurance whichever is the earlier.
  - (2) **For Insured Person arriving from an overseas location (visitor to Malaysia):**  
From the time he/she disembarks from any Common Carrier on arrival in Malaysia or date or time of commencement of this Insurance, whichever is the later, and ceases when the Insured Person embarks onto any Common Carrier leaving Malaysia or on the expiry of the Period of Insurance whichever is the earlier.
  - (3) Each Trip should not exceed thirty (30) days from the commencement date of the Trip.
- **"The Company"** means QBE Insurance (Malaysia) Berhad.
- **"Valuables"** means articles of gold, silver or other precious metal, jewellery, furs, watches and precious or semi-precious gems.
- **"Worldwide Emergency Assistance"** or **"WWEA"** means the service provider appointed by the Company to provide services of this Policy.

# PART 5: BENEFITS

## Section 1: Personal Accident

The Company shall compensate up to the amount as stated in the Schedule of Benefit in the event of Accidental Death or Permanent Total Disablement to the Insured Person as a result of an Injury during the Journey occurring within twelve (12) calendar months from the date of injury solely and directly attributable to the same cause.

Table 1:

Event	Death or Type of Permanent Disablement	% of Sum Insured
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Loss of or Loss of Use of at least two limbs	100%
4	Loss of Sight in both eyes	100%
5	Loss of Speech and Loss of Hearing in both ears	100%
6	Loss of Sight of one eye/hearing in one ear and one limb	100%
7	Loss of or Loss of Use of one limb	50%
8	Loss of Sight of one eye	50%
9	Loss of Speech	50%
10	Loss of Hearing in one ear	15%

The complete and irrecoverable Loss of Use of any member or members specified above shall be deemed to be loss of such member or members.

If more than one (1) of the events listed in Table 1 are applicable, the Company will pay for the event that has the highest amount payable, and if two (2) or more events present the same amount, the Company shall at their absolute and sole discretion, choose the event under which the claim would be settled.

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 of Benefit.

### Exclusions Applying to section 1

This policy does not cover the following:

- (a) The Insured Person engaging in flying or other aerial activity except as a fare paying passenger in a properly licensed passenger carrying aircraft.
- (b) Death or Permanent Total Disablement caused by or resulting from Sickness, disease, pandemic or mental disorder.

## Section 2: Accidental Medical Expenses

The Company shall reimburse the Insured Person up to the amount stated in the Schedule of Benefit in respect of the customary and reasonable medical expenses (excluding the cost of dental treatment unless such treatment is necessarily incurred to sound natural teeth and is caused by the same injury) for treatment which is reasonably and necessarily incurred as a result of Injury during the Trip. All treatment must be prescribed by a Medical Practitioner in order for the expenses to be recoverable under the policy.

In the event of the Insured Person is entitled to receive payment of all or part of the medical expenses from any other source, the Company will pay the difference between what was actually incurred and paid by the Insured Person and the amount the Insured Person is entitled to receive from such other source.



### **Section 3: Daily Hospital Income**

The Company shall pay a daily cash allowance up to the amount specified in the Schedule of Benefit for Hospital Confinement due to Injury. The daily benefit amount shall be paid for every twenty-four (24) hours from the first day of Hospital Confinement up to the limit stated in the Schedule of Benefit.

### **Section 4: Compassionate Visit**

In the event the Insured Person is hospitalized due to Injury 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, the Company will pay up to the limits as stated in the Schedule of Benefit for the reasonable travel (economy class fare) and hotel accommodation expenses necessarily incurred by one (1) relative or friend of the Insured Person to visit and stay with him/her until the Insured Person is medically fit to return to his/her place or residence in Malaysia, as certified by the appointed WWEA on behalf of the Company.

### **Section 5: Child Protection**

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, the Company will pay up to the limits as stated in the Schedule of Benefit the reasonable travel (economy class fare) and hotel accommodation expenses for one (1) relative or friend to accompany the Child(ren) back to his/her place or residence in Malaysia on the first available means of travel provided the Child(ren) are also Insured Person under the policy.

#### **Exclusions Applying to Section 2, 3, 4 and 5**

This policy does not cover the following:

- (a) The Insured Person travelling against medical advice or for the purpose of seeking medical treatment.
- (b) The charges or 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.
- (c) Surgery or medical or dental treatment which in the opinion of the Medical Practitioner or dentist (as the case may be) can be reasonably delayed until return of the Insured Person to his/ her place of residence.
- (d) For any Injury that occurred before the commencement of the Insured Person's Trip.
- (e) Any expenses incurred in relation to traditional treatment.
- (f) Section 3, 4 and 5 will not be applicable if Section 2 is not payable.
- (g) Receipt of payment from other sources

In the event of the Insured Person is entitled to receive payment of all or part of the Medical Expenses stated above from any other source, the Company will pay the difference between what was actually incurred and paid by the Insured Person and the amount the Insured Person is entitled to receive from such other source.

### **Section 6: 24 hours Medical Emergency Evacuation & Repatriation of Mortal Remains**

The Worldwide Emergency Assistance (WWEA) Provider appointed by The Company will provide 24-hours network of service centers, telephone advice and assistance to the Insured Person in the event of a medical emergency during a Trip. The Insured Person is only entitled to reimbursement from the Company when such services are provided by and through WWEA.

In the event of a Serious Injury requiring evacuation:

- WWEA will organize 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.
- If medically necessary, WWEA will further arrange for the Insured Person's scheduled flight (economy class ticket) to place of residence, if the original return ticket is not valid, and any supplementary costs for ambulance transfer to and from the airport.

In the event of death WWEA will organize for the transportation of mortal remains to the place of residence subject to policy terms and conditions.

This Section is subject to the following conditions:

**i. In The Event of Emergency**

The Insured Person or his/her representative must call the WWEA Service Centre in Malaysia, 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 or sickness
- d. Details of attending doctors, if available
- e. Present location and contact particulars

**ii. Medical Authorization**

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

**Exclusions Applying to Section 6**

This section does not cover the following:

- 1 Injury which in the opinion of an WWEA doctor can be adequately treated locally or treatment can be reasonably delayed until return to place of residence.
- 2 If the Insured Person who is physically able to return to his place of residence as a seated passenger and without a medical escort (unless accepted by the WWEA duty doctor).
- 3 If the Insured Person was under medical treatment at the time of commencing his Trip, or the Trip is undertaken against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or for rest and recuperation following any prior Injury or Accident, Sickness or Pre-Existing Condition.
- 4 If the Insured Person suffers from any mental diseases or disorder.
- 5 If the Injury occurs when the Insured Person is on duty as a member of the armed forces or police during the Trip.
- 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 the Company and/or not arranged by WWEA.
- 9 Any expenses related to treatment performed or ordered by a non-registered practitioner.

**Section 7: Travel Cancellation**

The Company shall reimburse the Insured Person up to the limit as set out in the Schedule of Benefit, for any Cancellation Expenses for which the Insured Person is legally liable and not recoverable from any other source upon cancellation of the Trip arising due to the below reasons:

- (a) Death of the Insured Person, Insured Person's family member, business partner or travel companion arising within one (1) week before the departure date of Trip.
- (b) Injury of the Insured Person, Insured Person's family member, business partner or travel companion that requires confinement to a Hospital arising within one (1) week before the departure date of Trip.
- (c) Witness summons, jury service or compulsory quarantine of the Insured Person.
- (d) Cancellation of scheduled Common Carrier services due to unexpected outbreak of Strike, Riot, Civil Commotion, Acts of Terrorism, pandemic, natural disaster or adverse weather conditions at the planned destination arising within one (1) week before the departure date of Trip.
- (e) Serious damage to the Insured Person's residence arising from fire, flood or burglary within one (1) week before the departure date of planned Trip.

Travel Cancellation is payable provided that cause of the cancellation is not related to any circumstance known to the Insured Person when planning the Trip or applying for the Policy.

## Section 8: Travel Curtailment

The Company shall reimburse the Insured Person up to the limit as set out in the Schedule of benefit, for additional transportation (limited to economy class fare) and ordinary accommodation expenses (excluding food and beverages) incurred or the irrecoverable transportation and/ or accommodation expenses paid in advance by the Insured Person after the commencement of the Trip consequent upon the Insured Person having to return prematurely to his/ her place of residence due to the below reasons:

- (a) Death of the Insured Person, Insured Person's family member, business partner or travel companion;
- (b) Serious Injury to Insured Person during the Trip that resulted him or her to be confined in Hospital and early return after discharge.
- (c) Serious Injury of Insured Person during the Trip and advised by Medical Practitioner to immediately return to place of residence. A medical report must be obtained from the treating doctor.
- (d) Serious Injury to the Insured Person's family member or business partner.
- (e) Witness summons, or jury service of the Insured Person.
- (f) Cancellation of scheduled Common Carrier services due to unexpected outbreak of Strike, Riot, Civil Commotion, Acts of Terrorism, pandemic, natural disaster or adverse weather conditions at the planned destination that prohibits the continuation of the Trip and required immediate return.
- (g) Serious damage to the Insured Person's residence arising from fire, flood or burglary.

Travel Curtailment is payable provided that cause of the curtailment is not related to any circumstance known to the Insured Person when planning the Trip or applying for the Policy.

### Exclusions Applying to Sections 7 and 8

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

- a) Cost of original travel ticket already purchased for returning to usual place of residence.
- b) Inability or ineligibility of Insured Person or his travel companion to travel for any reason other than the reasons stated in Section 7 and 8.
- c) Failure to take immediate steps to inform travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel or curtail the travel arrangements.
- d) Delay by Common Carrier for any other reasons besides those stated in Section 7 and 8.
- e) The negligence of or default of any agent or travel agent or tour operator.
- f) Cancellation of the Trip at the request of Insured Person's employer, spouse or parent.
- g) Any unlawful act of, or criminal proceedings against the Insured Person and/or his travel companion other than attendance as a witness at a Court of Law under subpoena or summons.
- h) Government regulation or act.
- i) Insolvency which occurred or for which bankruptcy was filed before the effective date of this cover.
- j) Any losses for Session 7 if this policy was purchased within seven (7) days from the original scheduled departure time as stated in the Insured Person's ticket or travel itinerary.

The Insured Person can only claim under either Cancellation or Curtailment Expenses, for any one event.

## Section 9: Travel Delay

The Company shall pay the amount specified in the Schedule of Benefit for every full six (6) consecutive hours of delay up to the limit stated in the Schedule of Benefit, in the event of a delay in the departure of the Common Carrier while on a Trip, which the Insured Person has scheduled to travel in due to:

- (a) Strike or other industrial action
- (b) Riot, Civil Commotion
- (c) Hijack
- (d) Acts of Terrorism
- (e) Natural disaster, adverse weather conditions
- (f) Mechanical and/ or electrical breakdown of the Common Carrier
- (g) Any events leading to airspace restriction or airport closure

The period of delay shall be calculated from the original departure time as stated in the ticket or travel itinerary to the departure of the next available Common Carrier, chartered flight or any other alternative means of transportation, whichever is earlier.

The Insured Person must obtain written confirmation from the concerned Common Carrier including the number of hours delayed and the reason for the delay as evidence of such loss.

This benefit shall not be payable if the Insured Person has been made aware of the delay, twenty-four (24) hours or more prior to the original scheduled departure stated in the ticket or travel itinerary.

## **Section 10: Travel Re-route**

The Company shall pay up to the amount specified in the Schedule of Benefit for every full six (6) consecutive hours of delay in the event of the Common Carrier boarded by the Insured Person is re-routed due to:

- (a) Strike or other industrial action
- (b) Natural disaster, adverse weather conditions
- (c) Mechanical and/ or electrical breakdown of the Common Carrier

The period of delay shall be calculated from the original scheduled arrival time as stated in the ticket or travel itinerary to the actual arrival time at the intended destination of the Trip.

The Insured Person must obtain written confirmation from the concerned Common Carrier including the scheduled and actual time of arrival and the scheduled and actual departure time of the next available Common Carrier as evidence of such loss.

### **Exclusions Applying to Sections 9 and 10**

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

- (a) Failure of the Insured Person to present himself/herself for check-in according with the Trip itinerary.
- (b) Failure to obtain written confirmation from the Common Carrier or their handling agents of the number of hours of any delay and the reasons thereto.
- (c) Failure to obtain written confirmation from the Common Carrier or their handling agents as to the details of the cancellation, delay or re-routing.
- (d) Failure of the Insured Person to take the first available alternative transportation offered by the Common Carrier.
- (e) Strike or industrial action existing on the date the Insured Person purchased this insurance.
- (f) If this policy was purchased within six (6) hours from the original scheduled departure time as stated in the Insured Person's ticket or travel itinerary.

The Insured Person can only claim under either Travel Delay or Travel Re-Route in respect of any one (1) event of loss due to the same incident thereto.

## **Section 11: Loss or Damage of Baggage and Personal Effects**

The Company shall pay the market 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 due to robbery, burglary, theft or by force, violence, or threat of violence subject to the limit or amount specified in the Schedule of Benefit.

### **Exclusions Applying to Section 11**

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) Any damage caused by normal wear or tear or manufacturer's defects, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, by moth or vermin, or any atmospheric or climatic conditions.
- (e) Damage due to scratching or denting unless the damage has rendered the item no longer fit for the original purpose for which it was designed. Claims will not be paid where the damage is limited to impacting the aesthetic appeal of the item.

- (f) 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.
- (g) Any Loss not reported to the police within 24 hours and a police report obtained.
- (h) Loss due to confiscation by Customs or other government authorities.
- (i) Loss of Insured Person's baggage sent as unaccompanied baggage or souvenirs and articles mailed or shipped separately.
- (j) 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.
- (k) Cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
- (l) Mysterious disappearance.
- (m) Jewelry and watches.
- (n) Computers (including software and accessories) other than Portable Computers.

## Section 12: Baggage Delay

The Company shall pay up to the maximum of benefit amount specified in the Schedule of Benefit for every full six (6) consecutive hours of delay in the event of the Insured Person's checked-in baggage(s) is/ are delayed by a Common Carrier operator and is not delivered to the Insured Person within six (6) hours of Insured Person's arrival at the scheduled destination.

The Insured Person must obtain written confirmation from the concerned Common Carrier including the number of hours delayed and the reason for the delay as evidence of such loss.

### Exclusions Applying to this Section 12

This policy does not cover the following:

- (a) Baggage delay not immediately reported to the operator(s) of the Common Carrier.
- (b) Baggage delay which the Insured Person has received compensation from the operators of the Common Carrier.

## Section 13: Personal Liability

The Company will indemnify the Insured Person up to the amount specified in the Schedule of Benefits if during the Trip, the Insured Person shall become legally liable to pay to third parties in respect of:

- (a) Bodily injury (including death or illness) to any person
- (b) Loss of or damage to property

caused by the negligence or willful conduct of the Insured Person.

Except for Proviso (b) and (c) below, the Company will also pay legal costs and expenses incurred by the Insured Person in defending any claims or suit against him under this Section.

Provided that:

- (a) The Company's total liability (inclusive of legal costs and expenses) shall not exceed the maximum amount specified in the Schedule of Benefit.
- (b) The Insured Person shall not without the consent in writing from the Company make any admission offer promise or payment in connection with any occurrence or claim and the Company 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.
- (c) The Company 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.
- (d) The Company 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 the Company may require in the prosecution defense or settlement of any claim.

### **Exclusions Applying to this Section 13**

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

- (a) Any legal liability connected with the use of any motor vehicle, licensed aircraft or other aerial devices or watercraft or any other conveyance or mechanisms during the Trip.
- (b) Bodily injury (including death) or loss of or damage to property of any of the Insured Person's Family Members
- (c) Damage to property in the care, custody or control of the Insured Person.
- (d) Any punitive and exemplary damages.

### **Section 14: Home Protection**

The Company shall by payment or at its option by reinstatement or repair, indemnify the Insured Person up to the limit as stated in the Schedule of Benefits against loss or damage to the Home Content and/ or Valuables within the Insured Person's residence in Malaysia that was left vacant during Insured Person's Trip, caused by fire occurring during the Period of Insurance and after the Trip commences.

In the event of loss or damage to any property insured forming part of a pair or set, our liability shall not exceed a proportionate part of the value on the pair or set. The Company shall not be liable for more than RM500 in respect of any one article or pair or set of articles.

### **Exclusions Applying to Section 14**

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

- (a) Loss or damage due to wear, tear, depreciation, the process of cleaning or caused by light or atmospheric conditions, moth, insects, vermin or any other gradually deteriorating cause.
- (b) Any loss or damage occasioned through the willful act of the Insured Person or with the connivance of the Insured Persons.
- (c) Loss or damage due to electrical or mechanical breakdown.
- (d) Any photographic and sporting equipment and accessories and musical instruments used for business or professional purposes of the Insured Person.
- (e) Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
- (f) Loss or damage insured under any other insurance policy or reimbursed by any other party.

### **Section 15: Tourist Activity Cover**

Notwithstanding Part 6: General Exclusions (16), the Policy is extended to cover the Insured Person in respect of Section 1 – Personal Accident; Section 2 – Accidental Medical Expenses and Section 6 - 24 hours Medical Emergency Evacuation & Repatriation of Mortal Remains which may be sustained resulting from engaging in or practicing for:

- (a) Bungee jumping
- (b) Sky diving (Tandem dive only)
- (c) Hang-gliding (Tandem glide only)
- (d) Hot air ballooning
- (e) Jet skiing
- (f) Mountaineering, rock climbing and hiking/trekking at altitude below the height of three thousand (3,000) metres above sea level necessitating the use of ropes and other climbing equipment.
- (g) Canoeing or white water rafting with a qualified guide and up to Grade 3 (of International Scale of River Difficulty).
- (h) Underwater activities involving artificial breathing apparatus for diving up to a maximum depth of thirty (30) meters with a qualified diving instructor and with recognized diving certification.

Provided always that the above activities are done on an amateur basis and for leisure purpose with a licensed operator during the Trip.

All other terms, conditions and exclusions of this policy continue to apply.

## Section 16: Terrorism Cover

Notwithstanding any provisions to the contrary within this Policy or any endorsement thereto, it is agreed that QBE will pay the Insured Person the benefit provided under Sections 1 to 15 subject to the limits stated above for claims arising from Act of Terrorism.

This Policy does not cover the consequences of an Acts of Terrorism:

- a) When the incident, injury or damage is covered by government or public authority compensation.
- b) Where the cancellation and curtailment of the trip is due to fear of travelling or any cancellation by the Common Carrier is as a consequence of any fear of the taking place.

Where an Insured Person is covered under more than one travel Policy with QBE, our maximum liability per Insured Person for Any One Event shall be limited to that one Policy with the highest selected plan.

## PART 6: GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

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

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 organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means.
2. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat regardless of sanity.
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. 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.
5. Emotional, nervous or mental disease or disorder, psychiatric illness, sexually transmitted diseases, HIV Infection and AIDS related infections, congenital anomalies or deformities.
6. The Insured Person involves in manual work which is not particularly hazardous in nature but involves the use of tools or machinery (including machinery) during the Period of Insurance.
7. Offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
8. The Insured Person who is a member of the military, police or fire department and who during the Trip acts as or is required to act as a law enforcement officer, emergency medical or fire service personnel or military personnel, whether full time service or as a volunteer.
9. 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.
10. 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.
11. 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.
12. 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.

13. Any losses or expenses caused by the Insured Person as a consequence for undertaking any Trip against the advice of Medical Practitioner or for the purpose of seeking medical attention.
14. Any Pre-Existing Conditions or congenital conditions.
15. The Insured Person is engaging in or taking part in the below activities:
  - a) Extreme Sports and Sporting Activities
  - b) Any professional sports or any sport in which the Insured Person would or could earn or receive remuneration, donation, sponsorship or financial rewards of any kind.
  - c) Racing other than on foot (except for ultra-marathons, biathlons and triathlons which are excluded)
  - d) Expeditions
  - e) Private hunting trips
  - f) Off-piste skiing
  - g) Private white-water rafting grade 4 or above
  - h) Ocean yachting or potholing
  - i) Underwater activities requiring the use of artificial breathing apparatus. This exclusion does not apply to leisure scuba diving under the supervision of a qualified diving instructor or if the Insured Person holds a professional and recognized (PADI) scuba diving license and diving no deeper than thirty (30) meters.
  - j) Motorcycling (unless the Insured Person holds a motorcycle license recognized by the country that he/ she is traveling in and provided that he/ she wears a helmet at all times whilst motorcycling and abide by all applicable road laws of that country.
  - k) Mountaineering above 3,000 meters
  - l) Trekking (including mountain trekking) above 3,000 meters
  - m) Outdoor rock-climbing or abseiling
  - n) Any criminal/ unlawful act
16. However, exclusions (l) and (m) shall not apply to organized harnessed trekking (including mountain trekking), harnessed outdoor rock climbing or abseiling and that are:
  - a) Available to the general public without restriction (other than general health and fitness warnings); and
  - b) Provided by a recognized commercial local tour operator or activity provider and
  - c) Provided that the Insured Person is acting under the guidance and supervision of qualified guides and/ or instructors of the tour operator or activity provider and the Insured Person wears the recommend safety equipment and follow the safety procedures, rules and regulations of the qualified guides and or instructors, and
  - d) The activities take place below 3,000 meters
17. Consequential loss of any kind.
18. Sanction Limitation and Exclusion Clause
19. The Company shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States of America.



# PART 7: GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

## 1. Aggregate Limit of Liability

It is hereby noted and agreed that the total Company's liability shall not exceed RM50,000,000 for all admissible claims arising from any one accident or event.

In the event that the total admitted claims for any particular insured accident or event exceed RM50,000,000, this amount of RM50,000,000 shall be shared by all claimants in rateable proportion and each claimant shall receive a pro-rated amount in accordance to the plan insured with QBE Insurane (Malaysia) Berhad.

## 2. Burden of Proof

If the Company 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.

## 3. Cancellation Notice

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

## 4. Claims Procedure

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

## 5. Compliance with Policy Conditions

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

## 6. Condition Precedent

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

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

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:

- a. 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
- b. A copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

## 7. Disclaimer

The Company makes every effort to see that only high quality services are offered by WWEA to the Insured Person. However, it 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.

## 8. 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.

## 9. 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 the Company shall have no liability in respect of such claim.

## 10. Interpretation of Cover

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

## **11. Mediation / Arbitration**

- i. 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.

- ii. The Insured Person is at liberty to refer any claim or dispute to the Ombudsman for Financial Services and if he so chooses, he is deemed to have waived his rights to refer any differences under the policy for arbitration as stated above.

## **12. More Than One Policy**

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

## **13. Premium Before Cover Warranty (Applicable to Consumer and Non-Consumer Contracts)**

- i. The total premium due must be paid and actually received in full by the Company (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.
- ii. In the event that the total premium due is not paid and actually received in full by the Company (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 the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, renewal certificate, cover note and endorsement.

## **14. Proof of Loss**

It is a condition precedent to any liability of the Company under this Policy that the Insured Person shall at his/ her own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature prescribe by the Company. The Company 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.

## **15. Rights of Subrogation**

In the event of any payment under Personal Liability, the Company shall be subrogated to all of the Insured Person's rights of recovery and therefore against any person, Company or organization 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.

## PART 8: SPECIAL CLAUSES

### Claim Payment Clause

For all intents and purpose, all claims payment unless otherwise required by the statutory requirement will be made to the INSURED TRAVEL AGENT provided the authorised company DISCHARGE VOUCHER is signed by both the claimant and the INSURED TRAVEL AGENT.

## CLAIM DOCUMENT(S) REQUIRED

Type of claim	Action/ Document(s) Required
All claims	Duly completed and signed claim form. Original certificate of insurance. Airlines Ticket.
Personal Accident	Medical report from the attending doctor. Death certificate. Post Mortem Report. Police Report.
Medical Expenses	Medical report from the attending doctor. Original medical invoices and receipts (Itemized).
Daily Hospital Income	A letter confirming the date of admission and discharge from the hospital.
Compassionate Visit	A letter confirming the date of admission and discharge from the hospital. Original receipts for expenses for travel and accommodation.
Child Protection	A letter confirming the date of admission and discharge from the hospital. Original receipts for expenses for travel and accommodation.
Emergency Medical Evacuation and Repatriation	Medical report from the attending doctor. Original medical invoices and receipts (Itemized). Original receipts for expenses claimed for cost of burial or cremation or transporting mortal remains.
Travel Cancellation, Travel Curtailment	Death certificate Medical report A written confirmation from carrier concerned confirming the incident. Proof of relationship Court summon record Police report Original receipts for expenses claimed for cost of additional transportation and accommodation.
Travel Delay, Travel Re-route	A written confirmation from carrier concerned confirming the duration of delay and reason thereof.
Loss or Damage of baggage	Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase. Police report detailing the circumstances and list of items stolen. If in the custody of 3rd party i.e. carrier, transporter, hotel etc, obtain written report on the incident. Photos showing the damaged baggage.
Baggage Delay	Delayed Baggage report from the carrier concerned confirming the duration of delay and reasons thereof. A written confirmation from the carrier concerned on the date and time of baggage delivery.
Personal Liability	Insured should not admit any liability but to forward any correspondence from 3rd party unanswered to the loss adjuster immediately.
Home Protection	Police report detailing the circumstances and list of items stolen.

## IMPORTANT NOTICE:

1. Privacy Statement

By giving personal data to purchase this Policy, you give us permission for its use as described below:-

- To facilitate the performance of the function as an insurance Company
- To collect, use and disclose Your personal data to selected third parties in or outside Malaysia, in accordance with Privacy Policy Statement which is posted at Our website [www.qbe.com.my](http://www.qbe.com.my).

You may also request to correct Your personal data by contacting our Customer Service Department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010.

2. 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 authorized bodies:

**OMBUDSMAN FOR FINANCIAL SERVICES**

LEVEL 14, MAIN BLOCK.  
MENARA TAKAFUL MALAYSIA.  
NO. 4, JALAN SULTAN SULAIMAN  
50000 KUALA LUMPUR  
TEL : 03-2272 2811  
FAX : 03-2274 5752  
ENQUIRY: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
[WWW.ofs.org.my](http://WWW.ofs.org.my)

**LAMAN INFORMASI NASIHAT DAN  
KHIDMAT (LINK) BANK NEGARA  
MALAYSIA**

PO BOX 10922  
50929 KUALA LUMPUR  
TEL : 1-300-88-5465 (LINK)  
FAX : 03-2174 151

3. 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.

## Contact details

### **QBE Insurance (Malaysia) Berhad**

Reg. No.: 198701002415 (161086-D) A member of the worldwide QBE Insurance Group  
(Licensed under Financial Service Act 2013, and regulated by Bank Negara Malaysia)

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[www.qbe.com/my](http://www.qbe.com/my)

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- Kota Kinabalu • Sandakan