QBE Insurance (Malaysia) Berhad (Reg. No.: 161086-D) (Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia) No. 638, Level 6, Block B1, Leisure Commerce Square, No. 9, Jalan PJS 8/9, 46150 Petaling Jaya, Postal Address P.O. Box 10637, 50720 Kuala Lumpur, Malaysia. telephone +603 7861 8400 • facsimile +603 7873 7430



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QBE TRAVELON COVER 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, please contact your Registered Agent/Broker or our QBE office, 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 YOU MAY NOT RECEIVE ANY BENEFIT FROM YOUR POLICY."

PITTON002-Q-0415

1. COVER

Preamble

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, 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.

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.

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 Organization.
- 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 up to age 80 years.
- 2.6 "Annual Plan" means cover for all trips undertaken by the Insured person(s) commencing during the period of one (1) year, as described in the Policy Schedule.
- "Asia-Pacific" means the following countries:- the ASEAN countries, Australia, Bangladesh, Bhutan, China, Hong Kong, India, Japan, North Korea, South Korea, Macau, Maldives, Mongolia, New Zealand, Pakistan, Sri Lanka, Taiwan, Tibet and the Pacific Islands but shall exclude the Hawaiian Islands
- 2.8 "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.
- 2.9 "Business Trip" means a Trip overseas, authorized by the Insured and undertaken by the Insured Person on behalf of the Insured, of no more than ninety (90) consecutive days. It includes personal deviations within the geographical area of coverage during the business trips.

 "Trip" means the journey commencing from the time when the Insured Person leaves his/her place of residence
 - or place of business for a direct journey to the place of embarkation in Malaysia to commence travel to the intended destination(s) and ceases on whichever of the following occurs first:
 - (a) the expiry of the Period of Insurance (applicable to Single Trip only);
 - (b) the Insured Person's return to his/her place of residence or place of business in Malavsia.
 - (c) eight (8) hours after arrival in Malaysia.

The duration for each Trip under a Single Trip or an Annual Plan Policy shall not exceed ninety (90) consecutive days from the commencement date of Trip.

In the event of a scheduled Public Conveyance delay or Injury or Sickness 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 fourteen (14) days, without extra charge, subject to the total Period of Insurance not exceeding ninety (90) consecutive days from the commencement date of Trip.

- 2.10"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
- 2.11"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.
- 2.12"Family Cover" means:

For a Single Trip, policy shall include a maximum of 2 Adult Insured Persons and the accompanying unmarried, dependent, legal Child(ren), grandchild(ren), nephew(s), niece(s) or cousin(s) of one of the Insured Person who is/are aged from 3 months up to the attainment of 18 years.

- For an **Annual Plan**, policy shall include the Insured Person, spouse and dependent legal Child(ren) who is/are aged from 3 months up to the attainment of 18 years of age.
- 2.13"Hijack" means unlawful seizure and control of a public conveyance from the regular crew by use or threatened use of violent means.
- 2.14"Hospital Confinement" means being confined in a hospital as a registered patient because of a medical necessity 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 room and board for the treatment of Injury or Sickness.
- 2.15"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.
- 2.16"Insolvency" means the inability of an individual or entity to pay its debts when they are due and resulting in the total cessation with or without the filing of bankruptcy/winding up petition.
- 2.17"Medical Expenses" means reasonable expenses incurred whilst overseas as a result of sustaining Injury or Sickness 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 2 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 whilst Overseas for Injuries sustained Overseas other than fractures is payable up to the limit as stated in Section 1.
- 2.18"Medical Practitioner" means any person legally authorized 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.
- 2.19"Money" includes cash, cash cards, cheques, credit cards, traveler's cheques, postal or money orders in the possession of the Insured Person.
- 2.20"Overseas" means destinations outside the territorial boundaries of Malaysia.
- 2.21"Period of Insurance" means the period specified in the Schedule.
- 2.22"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.
- 2.23"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.
- 2.24"Public Conveyance" means any air, land or water conveyance which is mechanically propelled and duly operated under a license 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.
- 2.25"Relative" means spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, brother or sister-in-law, all residing in Malaysia.
- 2.26"Serious Injury or Sickness" means Injury or Sickness certified by a Medical Practitioner as being dangerous to life
- 2.27"Sickness" means illness, or disease contracted whilst Overseas during the Period of Insurance and shall exclude Pre-Existing Condition for which the Insured Person has received medical treatment, diagnosis, consultation or prescribed drugs.
- 2.28"Substantial Withdrawal of Services" means
 - (a) the withdrawal of all water facilities or of all electricity in the Insured Person's room; or
 - (b) the withdrawal of water service at meals or of kitchen services of such a nature that no hot food is served; or
 - (c) the withdrawal of all chambermaid services.
- 2.29"Travel Agent" means Travel Agent duly licensed and registered in
 - Malaysia and must be member of MATTA (Malaysia Association of Tour and Travel agents).
- "You / Your / Insured Person" means the person(s) or Entity named in the Schedule as the Insured.
- 2.30"Travel Documents" means passport, visas, entry permit, conveyance tickets and accommodation vouchers.
- 2.31"Valuables" shall mean articles of gold, silver or other precious metal, jewellery, furs, watches and precious or semi-precious gems
- 2.32"Worldwide" means the rest of the world and countries under Asia Pacific
- 2.33"Worldwide Emergency Assistance" or "WWEA" means the service provider appointed by the Company to provide services under Benefits 2 of this Policy.
- 2.34 "You / Your / Insured Person" means the person(s) or Entity named in the Schedule as the Insured.

3. EVENTS

SECTION 1— Medical and Additional Expenses

	LIMIT(RM)	
	SUPER PLAN	STANDAR D PLAN
INDIVIDUAL PLAN		
- per Adult age 18 up to age 70 years*	500,000	300,000
- per Adult age 71 up to age 80 years *	250,000	150,000
FAMILY PLAN		
- per Adult age 18 up to age 70 years*	500,000	300,000
- per Adult age 71 years up to 80 years *	250,000	150,000
- per child	25,000	15,000
- per family	1,000,000	600,000

QBE will reimburse the Insured Person up to the limits applicable to the selected plan as specified in the Schedule for the usual, customary and reasonable Medical Expenses as defined, incurred during the Trip.

Treatment by herbalist, acupuncturist and bonesetter shall be reimbursed up to a maximum of RM500 on Super Plan and RM250 on Standard Plan, per person.

The cover includes reimbursement for the travel and accommodation expenses reasonably incurred by the Insured Person during the Trip **IN EXCESS** of those which would normally have been incurred, as a consequence of the Insured Person having to complete the Trip earlier or later than planned as a result of Serious Injury or Sickness.

The following Bonus Sections form part of this Section 1

Bonus 1 - Follow-up Medical Treatment

This section also covers Medical Expenses incurred for follow up treatment in Malaysia for Injury or Sickness which the Insured Person had sustained whilst Overseas. The time limit for seeking such medical treatment is as follows:-

- a) if prior medical treatment has not been sought Overseas, the Insured Person must seek medical treatment in Malaysia within seven (7) days after return to Malaysia. From the date of first treatment in Malaysia, the Insured Person has up to a maximum of forty-five (45) days to continue medical treatment in Malaysia
- b) if medical treatment had already been sought Overseas, the Insured Person has up to a maximum of forty-five (45) days upon return to Malaysia to continue medical treatment.

Subject to the following sub-limits:-

	SUB-LIMIT (RM)	
	SUPER STANDAR	
	PLAN	D PLAN
INDIVIDUAL PLAN	50,000	30,000
FAMILY PLAN		
- per Insured Person	50,000	30,000
- per Insured Family	100,000	60,000

Bonus 2 - Compassionate Visit by a Relative/Friend

In the event the Insured Person is hospitalized Overseas 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 to Malaysia, as certified by the appointed WWEA on our behalf.

	SUPER	STANDARD
	PLAN	PLAN
INDIVIDUAL PLAN	25,000	12,500
FAMILY PLAN		
- per Insured Person	25,000	12,500
- per Insured Family	50,000	25,000

Bonus 3 - Child Protection

In the event the Insured Person is hospitalized Overseas 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 Malaysia on the first available means of travel.

	SUB-LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	25,000	12,500
FAMILY PLAN		
- per Insured Person	25,000	12,500
- per Insured Family	50,000	25,000

Exclusions Applying to this Section

This policy does not cover the following:

- (a) Pre-Existing Condition
- (b) the Insured Person travelling against medical advice or for the purpose of seeking medical treatment
- (c) 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.

SECTION 2 - 24hours Medical Emergency Evacuation including Medically Supervised Repatriation & Repatriation of Mortal Remains (RM1,000,000)

QBE, through and using the services of Asia Assistance Network (M) Sdn Bhd (thereafter 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 while Overseas 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 or Sickness requiring repatriation:

- AAN 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, AAN will further arrange for the Insured Person's scheduled flight (economy class ticket) home to Malaysia, 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 AAN will organize for the transportation of mortal remains to the airport in Malaysia provided such costs shall not exceed the cost of transportation of mortal remains.

Exclusions Applying to this Section

The services in this Section do not cover the following:

- 1 Minor illness or injury which in the opinion of an AAN doctor can be adequately treated locally or treatment can be reasonably delayed until return to Malaysia:
- 2 Any Insured Person physically able to return to his 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 or sickness.
- 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 or illness 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 3 - Overseas Hospital Confinement Benefit

QBE will reimburse up to the limits applicable to the selected plan as specified in the Schedule for Overseas Hospital Confinement due to Injury or Sickness sustained whilst Overseas. Payment shall be made after the period of confinement in an Overseas hospital.

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	400 per day up to a limit of 40,000	250 per day up to a limit of 20,000
FAMILY PLAN		
- per Insured Person	400 per day up to a limit of 40,000	250 per day up to a limit of 20,000
- per Insured Family	800 per day up to a limit of 80,000	500 per day up to a limit of 40,000

Exclusions Applying To This Section

We will not pay for claims in respect of the following:

- (a) Pre-Existing Condition;
- (b) Surgery or medical treatment, which in the opinion of the Medical Practitioner treating you can be reasonably delayed until your return to Malaysia (except as specifically provided for in Section 1)

SECTION 4 - Accidental Death and Permanent Total Disablement

QBE will pay up to the limits applicable to the selected plan 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)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN		
- per Adult age 18 up to age 70 years *	500,000	300,000
- per Adult age 71 up to age 80 years *	250,000	150,000
FAMILY PLAN		
- per Adult age 18 up to age 70 years *	500,000	300,000
- per Adult age 71 up to age 80 years *	250,000	150,000
- per child	25,000	15,000
- per family	1,000,000	600,000

EVE	NT	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 Permanent total loss and	100%
6.	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 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:

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

SECTION 5 - Baggage and Personal Effects

QBE will reimburse the Insured Person up to the limits applicable to the selected plan as specified in the Schedule 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 provided:-

- (a) the amount payable for any one item, pair or set shall be limited to RM750 for the Super Plan or RM500 for the Standard Plan and
- (b) the total payable for jewellery, photographic, video and electronic equipment shall not exceed RM1,500 for the Super Plan and RM750 for the Standard Plan.

	LIMIT (RM)	
	SUPER	STANDARD
	PLAN	PLAN
INDIVIDUAL PLAN	10,000	5,000
FAMILY PLAN	20,000	10,000

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.
- (i) 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 there from, 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 6 - Baggage Delay

QBE will pay to the Insured Person up to the limits applicable to the selected plan 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 Overseas.

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	300 for each 6 consecutive hours up to the limit of 1,200	200 for each 6 consecutive hours up to the limit of 800
FAMILY PLAN		
- per Insured Person	300 for each 6 consecutive hours	200 for each 6 consecutive hours
- per Insured Family	2,400	1,600

SECTION 7 - Money & Travel Documents including Unauthorized Use of Credit Cards

QBE will reimburse up to the limits applicable to the selected plan as specified in the Schedule the Insured Person for:

- (a) Unrecoverable loss or theft of Money in the possession of the Insured Person on the Trip up to a sub-limit of RM800 for all plans.
- (b) The cost of replacing Your Travel Documents lost during the Trip
- (c) Any additional travel and accommodation expenses incurred for the purpose of obtaining replacement passports, travel tickets and other relevant documents.

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	10,000	5,000
FAMILY PLAN	20,000	10,000

Exclusions Applying to this Section

This policy does not cover the following:

- (a) loss not reported to the police within 24 hours and a police report obtained.
- (b) loss of Money not in the personal custody of the Insured Person.
- (c) no claim will be payable in respect of shortage due to rates of exchange or depreciation in value and for loss of travel cheques/credit cards not immediately reported to the local branch or agent of the issuers.

SECTION 8 - Loss of Deposits and Cancellation Charges including Curtailment Expenses

QBE will reimburse up to the limits applicable to the selected plan 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)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	30,000	20,000
FAMILY PLAN	52,500	35,000

QBE will also 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 Malaysia 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 the unexpected death of the Insured Person's business partner residing in Malaysia or from other causes beyond the Insured Person's control occurring after the commencement of the Trip.

QBE will also reimburse the Insured Person up to the limits below, for the loss of irrecoverable travel deposits or fares paid in advance due to the planned trip being cancelled because of insolvency of the licensed registered Travel Agent from whom the tour package was purchased from. QBE's maximum liability for anyone travel agent is limited the amount specified below, anyone event and in the aggregate.

	SUB-LIMIT (RM)	
Insolvency of Travel Agent	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	12,000	8,000
FAMILY PLAN	21,000	14,000
OVERALL AGGREGATE LIMIT per Travel Agent	1,000,000	1,000,000

Exclusions Applying to this Section

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

- (a) Your business, financial or contractual obligations or those of Your travel companions or from any financial circumstances whatsoever
- (b) Your disinclination to travel or that of any other person with whom You have arranged to travel with
- (c) 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
- (d) delay by any carrier except for strikes
- (e) the negligence of or default of any agent or travel agent or tour operator
- (f) cancellation of the Trip at the request of Your employer, spouse or parent
- (g) 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
- (h) Government regulation or act.
- (i) insolvency which occurred or for which bankruptcy was filed before the effective date of this cover

SECTION 9 - Travel Delay including Missed Travel Connection

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN IN AGGREGATE	3,200	3,200
a. for Travel Delay	200 for each 6 consecutive hours	200 for each 6 consecutive hours
b. for Missed Travel Connection	200	100
FAMILY PLAN IN AGGREGATE	3,200	3,200
a. for Travel Delay	200 for each 6 consecutive hours	200 for each 6 consecutive hours
b. for Missed Travel Connection	300	150

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

- (a) the scheduled Public Conveyance in which the Insured Person had arranged to travel Overseas 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
- (b) the Insured Person's confirmed onward travel connection whilst Overseas 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:

- (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 Public Conveyance or their handling agents of the number of hours of any delay and the reasons provided therefore.
- (c) failure to obtain written confirmation from the Public Conveyance or their handling agents as to the details of the missed flight connection.
- (d) 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 Misconnection.

SECTION 10 - Hijack

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	1,000 per day up to a limit of 5,000	500 per day up to a limit of 2,500
FAMILY PLAN		
- per Insured Person	1,000 per day up to a limit of 5,000	500 per day up to a limit of 2,500
- per Insured Family	10,000	5,000

QBE will pay compensation up to the limits applicable to the selected plan as specified in the Schedule to the Insured Person at RM1,000 per day up to a maximum of 5 days on the Super Plan or RM500 per day up to a maximum of 5 days on the Standard Plan in the event of a Hijack exceeding 12 consecutive hours.

SECTION 11 - Overbooked Flight

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	500	250
FAMILY PLAN (Per Insured Family)	1,000	500

If you are denied boarding of an aircraft on a commercial scheduled flight due to over-booking and no alternative transportation is made available to you within four (4) hours of the scheduled departure time of such flight, we shall indemnify you for expenses incurred, upon providing evidence of receipts/bills in respect of hotel accommodation and restaurant meals or refreshments, if not provided or compensated by the carrier or any third party.

SECTION 12 - Personal Liability

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

Limit any one Occurrence & in the Aggregate (RM)		
SUPER PLAN	STANDARD PLAN	

INDIVIDUAL PLAN	1,500,000	1,000,000
FAMILY PLAN (Per Insured Family)	1,500,000	1,000,000

- (a) bodily injury (including death or illness) to any person
- (b) 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.

Provided that:

- (a) QBE's total liability shall not exceed RM1,500,000 and RM1,000,000 on Super Plan and Standard Plan respectively (inclusive of legal costs and expenses)
- (b) 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
- (c) 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
- (d) 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:

- (a) any legal liability connected with any motor vehicle, licensed aircraft or other aerial devices or watercraft or building
- (b) the Insured or Insured Person's trade, business, professions or occupation
- (c) any express warranty or agreement unless liability would have existed in the absence of such express warranty or agreement
- (d) 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
- (e) damage to property in the care, custody or control of the Insured Person
- (f) any punitive and exemplary damages
- (g) any actual or alleged liability whatsoever resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity
- (h) 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:-
- a. 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 organization;
- b. 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 organization;
- c. 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 organization; 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.

- 2. 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:
 - (a) the use of any computer hardware or software;
 - (b) the provision of computer or telecommunication services by the Insured or on the Insured's behalf;
 - (c) the use of computer hardware or software belonging to any third party whether authorized or unauthorized including damage caused by any computer virus.

SECTION 13 - Loss of Use of Hotel Facilities

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN - per Insured Person for every 48 hours	200 up to maximum of 2,000	
FAMILY PLAN - per Insured Person for every 48 hours	200 up to maximum of 2,000 per Family	

QBE will pay you a cash benefit for each day during which you suffer a Substantial Withdrawal of Services at a hotel where you are staying as a result of strike or industrial action providing that such withdrawal exists continuously for at least 24 hours during your Journey.

SECTION 14 - Home Protection

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)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN	2,000	2,000
FAMILY PLAN – per Insured Family	4,000	4,000

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

Exclusions Applying to this Section

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

- (a) 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 15 - Alternative Employees Expenses

QBE will reimburse the Insured the reasonable and necessary expenses incurred in sending a substitute employee to complete the original Insured Person's Business Trip and objectives when during the Business Trip the original Insured Person dies or suffers a Serious Injury or Sickness.

Expenses shall be limited to:

- (a) the cost of a return air ticket to Malaysia for the substitute employee;
- (b) accommodation and other living costs appropriate to the status of the substitute employee;
- (c) other essential expenses incurred in transportation of the substitute employee.

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN – applicable to Business Trips Only	5,000	2,500

Exclusion Applying to this Section

This Policy does not cover the undertaking of the original Insured Person's Business Trip if it was undertaken against medical advice.

SECTION 16 - Terrorism Cover

	LIMIT (RM)	
	SUPER PLAN	STANDARD PLAN
INDIVIDUAL PLAN		
- per Adult up to age 70 years	500,000	300,000
- per Adult exceeding age 70 years *	250,000	150,000
FAMILY PLAN		
- per Adult up to age 70 years	500,000	300,000
- per Adult exceeding age 70 years *	250,000	150,000
- per child	25,000	15,000
- per family	1,000,000	600,000

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 15 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 organization 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 recognize 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.
- 4.14 any trip taken by you or travel within Malaysia under the Annual Plan Policy, regardless if the trip being for business or for pleasure, unless specifically endorsed in this Policy. Coverage for any travel within Malaysia is covered only if the trip within Malaysia, is incidental to travel to or from an overseas destination.

4.15 Sanction Limitation and Exclusion Clause

The (re)insurer 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 insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.

5. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

5.1 DUTY OF DISCLOSURE

Where you have applied for this Insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form(or when you applied for this insurance) is inaccurate or has changed.

5.2 INTERPRETATION OF COVER

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

5.3 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.

5.4 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.

5.5 MORE THAN ONE POLICY

The Insured Person shall not be insured under more than one Travelon 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.

5.6 CLAIMS PROCEDURE

Notice shall be given to QBE 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 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.

5.7 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 prescribe 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.

5.8 RIGHTS OF SUBROGATION

In the event of any payment under Section 12 - Personal Liability, QBE 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.

5.9 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.

5.10 **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.

5.11 COMPLIANCE WITH POLICY CONDITIONS

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

5.12ADDITION AND DELETION OF INSURED PERSON (Applicable to the Annual Plan Policies only)

No person added to any group in the Schedule shall be covered by this Policy unless such person is specifically named as an Insured Person and evidenced by a written endorsement to this Policy. Additional premium will be charged on a pro-rata basis for each additional Insured Person included under this Policy after the commencement of the Period of Insurance or at the time of renewal of this Policy subject to a minimum premium of RM100 per additional Insured Person.

In the event of deletion of an Insured Person from any group in the Schedule provided always that no claim has arisen prior to such deletion and 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.

5.13 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.

5.14 FREE LOOK PERIOD (Applicable to New Personal Annual Policy only)

If you are a new policyholder and after examining this policy you are not entirely satisfied, return it to us within fourteen (14) days from the date you receive the policy document and this policy will be cancelled and your money will be refunded in full. We shall not be liable to pay any benefit in respect of a policy so cancelled.

Note: The policy document is deemed to have been received by you three (3) days after we have dispatched it.

5.15 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.
- 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.

5.16 PREMIUM PAYMENT WARRANTY (Applicable to Corporate Policyholder only)

- 1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by QBE (or the intermediary through whom this policy was effected) within sixty (60) days of the :-
 - (a) inception date of the coverage under the policy, renewal certificate or cover note; or
 - (b) effective date of each endorsement, if any, issued under the policy, renewal certificate or cover note.
- 2. In the event that any premium due is not paid and actually received in full by QBE (or the intermediary through whom this policy was effected) within the 60-day period referred to above, then:-
 - (a) the cover under the policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) QBE shall be entitled to a pro-rata time on risk premium subject to a minimum of RM100.00
- 3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by QBE (or the intermediary through whom this policy was effected) within the Period of Insurance.

5.17 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.

5.18CONTRACTS (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 authorized bodies:

FINANCIAL MEDIATION BUREAU (FMB) LAMAN INFORMASI NASIHAT DAN KHIDMAT

LEVEL 25, DATARAN KEWANGAN DARUL (LINK)

TAKAFUL BANK NEGARA MALAYSIA

NO. 4 JALAN SULTAN SULAIMAN P O BOX 10922 50000 KUALA LUMPUR 50929 KUALA LUMPUR TEL: 03-2272 2811 TEL: 1-300-88-5465 (LINK)

FAX: 03-2274 5752 FAX: 03-2174 1515

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.