

Policy Wording – Effective 6 December 2021

**Cover-More** 

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# MHInsure Inbound Malaysia

# MASTER POLICY WORDING

This Policy Wording, which serves to disclose the terms & conditions of the MHInsure Inbound Malaysia Policy issued by Etiqa General Insurance Berhad (197001000276) with Assistance Services provided by Cover-More.

To understand the significant features, benefits and risks of this policy we advise that you read the followina:

### • "TABLE OF BENEFITS"

### • "IMPORTANT MATTERS"

This contains important information on your duty of disclosure, extension of your policy, when you can choose your own doctor and when you should contact us concerning 24 hour medical assistance, hospitalisation or medical evacuation.

#### • "WORDS WITH SPECIAL MEANINGS"

### • "POLICY BENEFITS"

This sets out what "We Will Pay" as well as what "We Will Not Pay" for each benefit.

### "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS"

#### • "CLAIMS"

These set our certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim.

# INTRODUCTION

### ABOUT THE AVAILABLE COVERS

### • Travel Personal Accident

Provides cover for single journey only to Malaysia, up to a 30 days

### • Individual Coverage

Cover under this policy applies only to you.

### GEOGRAPHICAL AREA INSURED

You will only be covered In Malaysia

### YOUR POLICY AND PREMIUM

This is a special programme by Malaysia Airlines Berhad offered to all MHInsure Inbound Malaysia customers. As a MHInsure Inbound Malaysia customer you are entitled to this policy with premium charged to you.

This policy sets out the cover we are able to provide you with. You need to decide if the benefit limits, type and level of cover are appropriate for you and will cover your potential loss.

If you have any queries, want further information about the policy or want to confirm a transaction or policy cancellation, please contact the MHinsure General Enquiries Department on Toll Free 1800 88 8777 or 03 2263 5700.

# TABLE OF BENEFITS

This is only a summary of the benefits and amounts payable for each plan. Please read the Policy Benefits section carefully for the complete details of "We Will Pay" and "We Will Not Pay" which apply. Importantly, please note that exclusions and limits do apply to the cover and these are set out in the Policy Wording.

The limits displayed in the Table of Benefits are shown in Malaysian Ringgit (MYR), and limits are offered per insured person.

TRAVEL INSURANCE BENEFITS (In MYR)		MHINSURE INBOUND MALAYSIA PLAN		
1	Death due to Covid - 19	Up to 10,000		
2	Medical Expenses due to Covid -19(stage 3 to 5)	Up to 350,000		
3	Theft of Cash	Up to 1,000		
4	Inbound Flight Delay	Up to RM1,000 (RM200 per 5 consecutive hour delay period)		
5	Inbound Luggage Delay	Up to RM1,000 (RM200 per 5 consecutive hour delay period)		
6	Emergency Medical Evacuation & Repatriation due to Covid-19	Up to RM100,000		
7	Quarantine Allowance due to Covid-19	Up to RM2,520 (RM180 for every complete 24 hours period, subject to maximum to 14 days)		
8	Trip Cancellation	Up to RM5,000		
9	Lost of Travel Documents	Up to RM3,000		
10	Accidental Death or Permanent Bodily Disablement	Up to RM150,000		
11	Personal Liability	Up to RM500,000		

### Note:

- 1. Emergency assistance is available through our 24-Hour Emergency Assistance toll free on telephone number +603 2263 5700/1800 888 777.
- Please refer to the policy contract for further details of the above benefits.
- 3. Benefits 1,2,6 & 7 are payable only if the Insured Person is declared Covid-19 positive by a Medical Adviser.
- 4. The maximum limit of liability in respect of the above Covid-19 extension resulting from any single claimable occurrence impacting more than one policy or insured person will be an aggregate total of RM1,000,000.

# ABOUT THIS POLICY WORDING

This Policy Wording sets out the cover provided and the terms, conditions and exclusions which apply. You need to read it carefully to make sure you understand it and that it meets your needs. In particular, read the Important Matters.

This Policy Wording, and any written endorsements written by us together make up your contract with the Insurer. Please retain these documents in a safe place.

### WHO IS YOUR INSURER

This Travel Insurance is underwritten by Etiqa General Insurance Berhad (197001000276) (the Insurer) of Dataran Maybank, No 1 Jalan Maarof, 59000 Kuala Lumpur, Malaysia and is referred to as "we", "our" and "us" in this Policy Wording. The Insurer will settle all claims under this policy.

### WHO IS COVER-MORE?

Cover-More is a global travel assistance company whose subsidiary company is Cover-More Asia Pte. Ltd. Suite 2A-23-2. Block 2A, Level 23, Plaza Sentral, Jalan Stesen Sentral 5, KL Sentral, 50470 KL, Malaysia and has been appointed by us to administer all emergency assistance services and benefits of this insurance. You may contact them in an emergency 24 hours a day, 7 days a week. Contact details are shown on the last page of the Policy Wording.

### JURISDICTION AND CHOICE OF LAW

This policy shall be governed by and interpreted in accordance with the laws of Malaysia.

### CHANGE OF CONTACT/ PERSONAL DETAILS

In case of any changes to your contact details, please inform us immediately.

# IMPORTANT MATTERS

Under your policy there are rights and responsibilities, which you and we have. You must READ THIS POLICY IN FULL for more details, but here are some you should be aware of.

### WHO IS ELIGIBLE FOR THIS POLICY?

This Policy is available for anyone who enters into Malaysia through a Malaysia Airport.

### YOUR DUTY OF DISCLOSURE

Before commencing this contract of insurance, you have a duty to disclose to us the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable. You must:

- Disclose every matter that you know, or could reasonably be expected to know;
- Give us honest and complete answers;
- Disclose any information that is relevant to our decision whether to accept the risk of the insurance and if so, on what terms;
- You have the same duty to disclose those matters to us before you apply to extend or vary this contract of travel insurance.

This policy will be void in the event of misrepresentation, misdescription, non-disclosure or concealment of any material circumstances, such as but not limited to your health conditions, your country of residence, and your destination. We may be entitled to avoid or reduce our liability under the contract in respect of a claim.

### YOUR PERIOD OF COVER

- Cover begins when you arrive at Malaysia airport to commence your journey.
- Cover ends when you depart from Malaysia Airport, or on the date of return up to a maximum of 30 days, whichever happens first.
- Certain benefits contain limitations on their period of cover, this is explained in the policy benefits section of this document.

### POLICY CANCELLATION

If you decide that you no longer want this policy, you
may cancel this policy (provided the travel has yet to
commence), however any premiums that have been
paid are completely non-refundable.

# SAFEGUARDING YOUR LUGGAGE AND PERSONAL EFFECTS

You must take all reasonable precautions to safeguard your luggage and personal effects. If you leave your luggage and personal effects unsupervised in a public place, we will not pay your claim for those items.

For a definition of "unsupervised", "public place" and "luggage and personal effects" please see "WORDS WITH SPECIAL MEANINGS".

### PRE-EXISTING MEDICAL CONDITIONS

Pre-existing medical conditions are not covered under this policy (see "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS"). The term "pre-existing medical condition" has a special meaning and is defined in "WORDS WITH SPECIAL MEANINGS".

### NOTICE OF TRUST OR ASSIGNMENT

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

# LIMIT OF BENEFIT PAYABLE

Subject to any sub-limits which may apply the limit of benefit payable under the plan you have. Details of all applicable sub-limits are shown under each benefit section, in the Table of Benefits and/or the Policy Benefits section.

A maximum limit of liability we accept resulting from any single claimable occurrence impacting more than one policy or insured person will be an aggregate total of MYR 1,000,000.

# SANCTION LIMITATION AND EXCLUSION CLAUSE

This Policy shall not provide cover and We shall not 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 Us to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states, and/ or any other applicable economic or trade sanction laws or regulations. We may terminate this Policy with immediate effect and shall not thereafter be required to transact any business with You in connection with this Policy, including but not limited to, making or receiving any payments under this Policy.

# WORDS WITH SPECIAL MEANINGS

Some words used in this Policy Wording have special meaning. When these words are used, they have the meaning defined below:

"accident/accidental/accidentally" means an unexpected, unintended, unforeseeable event causing Injury.

"arises" or "arising" means directly or indirectly arising or in any way connected with.

"carrier" means any bus, coach, ferry, ship, train (including underground train, light rail and magnetic train companies) operated by a carrier duly licensed from relevant government authorities for the regular transportation of fare-paying passengers, including any fixed, wing aircraft provided by a regular flight operating airline or an air charter company; and any helicopter provided and operated by an airline operating only between established commercial airports or licensed commercial heliports.

"checked in luggage" means luggage that an insured person has given over to the care of the carrier or other responsible party.

**"emergency"** means a sudden and unforeseen situation or condition requiring immediate action, assessment or treatment.

**"epidemic"** means a sudden development and rapid spreading of a contagious disease or illness in an area as documented by a recognised public health authority.

**"home"** means the place where you normally reside in Malaysia.

**"hospital"** means an established hospital registered under Malaysian legislation/law.

"injure" or "injured" or "injury" means bodily injury caused solely and directly by violent, accidental, visible and external means, which happens on or after the effective date of coverage and before the end date, which occurs independently and does not result from any illness, sickness or other bodily disease.

"insured person" means the person(s) whose name(s) cover under this policy.

"journey" or "trip" means your travel during the period of cover. Your journey starts from the time when you leave your home in Malaysia to go directly to the place you depart from, and ends when you return to your home, or when your policy ends, whichever is sooner.

"luggage and personal effects" means any personal items owned by you and that you take with you, or buy, on your journey and which are designed to be worn or carried about with you. This includes items of clothing, personal jewellery, golfing equipment, photographic and video equipment or laptop computers, electrical devices or portable equipment. However, it does not mean any business samples or items that you intend to trade.

"medical advisor" means a qualified doctor of

medicine or dentist registered in Malaysia who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A medical advisor cannot be related to you.

**"open water sailing"** means sailing more than 10 nautical miles off any land mass.

"pair or related set of items" means a number of items of luggage and personal effects that belong together or can be used together, for example but not limited to:

- A camera, lenses (attached or not), tripod and accessories;
- A matched or unmatched set of golf clubs, golf bag and buggy (golf equipment); or
- A matched pair of earrings.

**"pandemic"** means a form of an epidemic that extends throughout an entire continent or even the entire human race.

"permanent disability" means you have lost either: all sight in one or both eyes, the loss of hearing or speech, or the use of a hand or foot at or above the wrist or ankle, and the loss is for at least 12 months and in our opinion after consultation with an appropriate medical specialist, that loss will continue indefinitely.

**"personal computer"** means a laptop computer, including accessories or attachments and any hand held computer. This does not include smart phones (including iPhone or Blackberry) or personal digital assistants (PDA).

## "pre-existing medical condition" means:

- An ongoing injury, medical or dental condition of which you are aware, or related complication you have, or the symptoms of which you are aware;
- A medical or dental condition that is currently being, or has been investigated, or treated by a health professional (including dentist or chiropractor) at any time in the past, prior to policy purchase:
- Any condition for which you take prescribed medicine;
- 4. Any condition for which you have had surgery;
- 5. Any condition for which you see a medical specialist;
- 6. Pregnancy

This definition of pre-existing medical condition applies to you.

"policy holder" means Malaysia Airlines Berhad

**"public place"** means any place that the public has access to, including but not limited to planes, trains, taxis, buses, shops, airports, railway stations, streets, museums, galleries, hotel foyers and general access areas, beaches, restaurants and public toilets.

### "reasonable" means:

- For medical or dental expenses: the standard level of care given in the country you are in;
- For other expenses: the standard level of accommodation and travel that you have booked for the rest of your journey or, as determined by us; or
- The actions that a reasonable person could be expected to take in a given scenario, as determined by

"sick", "sickness" or "illness" means a medical condition that is not an injury or not a pre-existing medical condition which first occurs during your period of cover.

"terrorism" means an act or acts, of any person or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

"total disablement" means injury of a permanent nature which solely and directly totally disables and prevents you from attending to any business, occupation of any and every kind or if you have no business or occupation, from attending to your usual duties or activities.

"unsupervised" means leaving your luggage and personal effects:

- With a person you did not know prior to commencing your journey; or
- Where it can be taken without your knowledge, or;
- At such a distance from you that you are unable to prevent it being taken.

"valuables" means jewellery, watches, items made of precious metals or precious stones, furs, leather ware/goods, binoculars, telescopes.

**"we"**, **"our"** and **"us"** means the insurer of your policy, Etiqa General Insurance Berhad (197001000276) and where applicable to also include its Travel assistance Service provider Cover-More.

"you" and "your" means the person(s) whose name(s) cover under this policy

# **POLICY BENEFITS**

### 1. DEATH DUE TO COVID - 19

#### 1.1 WE WILL PAY

We will pay the death benefit as listed on the table benefits to the estate of the deceased if:

- a) You died due to Covid-19 or complication therefrom which you have contracted and tested positive during your journey
- b) The benefit will only be paid to another entity if the executor of the estate requests an alternative in writing, with appropriate supporting documentation unless you have expressly nominated another beneficiary with our nomination form, and have received acknowledgement from us.

#### 1.2 WE WILL NOT PAY

We will not pay under this section:

- a) caused by any reason other than caused by Covid-19.
- b) if you are travelling against a medical practitioner's or doctor's advice, or any claim arising from you acting in a way that goes against the advice of a medical practitioner or doctor

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

# 2. MEDICAL EXPENSES DUE TO COVID -19

### 2.1 WE WILL PAY

The policy covers the cost of reasonable hospital and medical expenses if you are diagnosed Covid-19 (stage 3 to 5) positive during the Journey or within thirty (30) days from First Arrival Date, if your journey is more than thirty (30) days during the Trip within Malaysia.

- The medical or hospital expenses must have been incurred on the advice of a medical advisor.
- b) If we determine that you should return to home country for treatment and you do not agree to do so then we will pay you the amount, which we determine would cover your medical expenses and related costs had you agreed to our recommendation. You will then be responsible for any ongoing or additional costs relating to or arising out of the event you have claimed for.
- c) Expenses incurred in relation to treatment by a medical advisor, which are necessarily incurred whilst overseas Covid-19 which you suffered solely and independently of any other causes. This benefit also covers expenses incurred for treatment or follow-up treatment in Malaysia by a medical advisor for Covid-19 which you had sustained.

### Special Conditions Apply

I. A polymerase chain reaction (PCR) test must taken within 72 hours prior to Schedule Flight and the result must be negative II. Cover only if hospitalized for medically necessary Covid – 19 Stage 3 to Stage 5 treatment.

### 2.2 WE WILL NOT PAY

We will not pay expenses:

- a) when you have not notified us as soon as possible of your admittance to hospital.
- b) if you do not take our reasonable advice or that of any assistance company we appoint.
- c) arising from quarantine.
- d) for any treatment that can reasonably be delayed until your return to Your Home.
- e) for any treatment that you knew would be required prior to purchasing the policy.
- f) for regular treatment(s) or check-ups.
- g) hospitalized for medically necessary Covid 19 Stage 1 to Stage 2 treatment.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

### 3. THEFT OF CASH

#### 3.1 WE WILL PAY

We will pay the value of any cash, traveller's cheques or money orders stolen from your person or from your purse/handbag/back pack that is over your shoulder or in your hand whilst on your journey overseas.

The most we will pay is specified under the table of benefits for your specific plan type.

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits for the plan that you have.

## 3.2 WE WILL NOT PAY

We will not pay a claim under this section:

- a) you do not report the theft within 24 hours to the police or an office of the transport operatoror provider you were travelling with when the theft occurred.
- b) you do not report the theft within 24 hours to the police and, in the case of traveller's cheques, to theissuing bank or company in accordance with the conditions under which the traveller's cheque(s) were issued.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasonswhy we will not pay.

# 4. INBOUND FLIGHT DELAY

### 4.1 WE WILL PAY

We will pay for each completed 5 consecutive hour period if a disruption to your inbound journey to Malaysia arising from strike/industrial action, adverse weather conditions, mechanical breakdown/derangement or structural defect of the carrier you were scheduled to travel in. If the carrier provides alternative means of transportation at no additional cost to you, which will influence and assist

continuing the scheduled journey, the alternative schedule must be accepted and any consequential cost would not constitute a claim. The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits.

#### 4.2 WE WILL NOT PAY

We will not pay if a disruption to your journey arises from any of the following reasons:

- a) The insolvency of any transport, tour or accommodation provide.
- b) Arising from strike or industrial action which began or was announced before the issue date of your policy or on the date your travel tickets or confirmation of booking was issued, whichever is later.
- c) If you have not yet departed your home to commence your journey.
- d) For portions of a delay that are less than 5 hours, following the initial 5 hour delay.
- e) If your claim arises directly or indirectly from an act of terrorism or the threat or perceived threat of an act of terrorism.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

### 5. INBOUND LUGGAGE DELAY

### 5.1 WE WILL PAY

We will reimburse you, for each completed 5 hour period, for the purchase of necessary, reasonable and essential clothing and toiletries if any of your checked in luggage is delayed, mishandled, misdirected or misplaced by the carrier on your journey for a period of more than 5 consecutive hours from the time of your arrival at your destination in Malaysia.

Your claim must contain written proof from the carrier who was responsible for your delayed luggage. You must keep and submit valid written documents in order to support your claim.

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits.

### 5.2 WE WILL NOT PAY

We will not pay under this section:

- a) if you are entitled to be reimbursed by the carrier who was responsible for your delayed luggage.
- b) if your luggage is delayed on the return leg of your journey, following the flight you take that returns you to your home.
- c) for portions of a delay that are less than 5 hours, following the initial 5 hours delay.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

# 6. EMERGENCY MEDICAL EVACUATION & REPATRIATION DUE TO COVID - 19

We have appointed Cover-More to help you with any medical emergency. They are contactable on a 24x7 basis. Their contact details are shown on the last page of this Policy Wording. We will not be liable if we are unable to offer any of the services listed below due to unforeseen and insurmountable events.

### 6.1 WE WILL PAY

- a) The policy covers the cost of reasonable hospital and medical expenses if you are diagnosed Covid-19 positive during the Journey or within thirty (30) days from First Arrival Date, if your journey is more than thirty (30) days.
- b) We will arrange for the following assistance services if you are tested positive for Covid-19 whilst Malaysia:
- Access to a medical advisor for emergency medical treatment.
- d) Any urgent messages which need to be passed on to your family, relatives or employer in the case of an emergency.
- e) Provide any written guarantees for payment of reasonable expenses for emergency overseas hospitalisation.
- f) Your medical transfer or evacuation if you must be transported to the nearest hospital for emergency medical treatment.
- g) We will arrange and pay for expenses to repatriateyou back to Home country, with appropriate medical supervision.
- h) The maximum amount we will pay for all repatriation and associated costs is as per the table of benefits.
- i) If you require assistance with:
  - Rescheduling travel arrangements as a result of an emergency,
  - Referral for legal advice arising out of an incident during your journey,
  - Contacting the issuer when passports or travel
  - Arranging translator/interpreter assistance in an emergency, and/or
  - Arranging overnight hotel accommodation following flight delay or travel misconnection, the experienced Cover-More team will help you

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits.

### 6.2 WE WILL NOT PAY

We will not pay under this section:

- a) if you decline to promptly follow the medical advice we have obtained, nor will we be responsible for subsequent medical, hospital or evacuation expenses.
- b) for any expenses due to any person being quarantined.
- c) for expenses incurred for donation of any body organ by you and costs of obtaining the organ including all costs incurred by the donor duringorgan

transplant.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasonswhy we will not pay.

# 7. QUARANTINE ALLOWANCE DUE TO COVID - 19

### 7.1 WE WILL PAY

The policy will pay this Benefit, if you are tested Covid-19 positive during the Journey, for each complete day that you are required to be quarantined by order of the relevant government authority or within thirty (30) days from First Arrival Date, if your journey is more than thirty (30) days.

Special Conditions Apply:

- I. Quarantine Allowance is payable for quarantine at designated quarantine center as instructed by local authority (excluding mandatory and home quarantine)
- II. Negative polymerase chain reaction (PCR) must be taken within 72 hours prior to Scheduled Flight and the result must be negative

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

### 8. TRIP CANCELLATION

### 8.1 WE WILL PAY

We will pay your cancellation fees and lost deposits for travel and accommodation arrangements that you have paid in advance and cannot recover from any other source if your journey is cancelled at any time through any of the following circumstances neither expected nor intended by you or outside your control occurring within the 30 days (except item b) prior to the date your journey is scheduled to commence:

- Death or injury or sickness of the insured person and/or the insured person's relative and/or the insured person's dependant children regardless of whether they are insured or not.
- Serious damage to your home from fire, flood or similar natural disaster (typhoon, earthquake, etc.) within seven days before the departure date which required your presence on the premises on the departure date.
- c) An accident involving you or your travelling companion's mode of transport, while you are onboard. You must have written confirmation of the accident from an official body in the country in which the accident happened. This event must have occurred during your journey.
- d) Witness summons or jury service requiring your presence.
- e) Compulsory quarantine, jury service, subpoena or kidnaping of the Insured Person.
- f) Cancellation of schedule common carrier services consequent upon strike, riot or civil commotion

- g) Following the advice and/or warning of the Malaysian Government, or the government of the destination country, declaring unsafe conditions for travel, through or by general mass media
- h) Natural disasters which prevent in the Insured Person from continuing with their planned Trip.

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits.

### 8.2 WE WILL NOT PAY

We will not pay if your cancellation fees or lost deposits arise because of the following:

- A tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour.
- If your claim arises directly or indirectly due to you, your travelling companion, or Relative being quarantined.
- Pregnancy or childbirth, and any injury or sickness associated with pregnancy or childbirth.
- The death, injury or sickness of any person who resides outside of Malaysia.
- e) If you were aware, before your policy was issued, of any reason that may cause your journey to be cancelled, abandoned or shortened.
- f) If your claim arises directly or indirectly from an act of terrorism or the threat or perceived threat of an act of terrorism.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasonswhy we will not pay.

### 9. LOSS OF TRAVEL DOCUMENTS

### 9.1 WE WILL PAY

We will reimburse you the replacement costs (including essential and reasonable communication, travel and accommodation costs to obtain replacements) of travel documents, including passports, traveller's cheques, credit cards and othernecessary travel documents when such loss occurredwhile you are overseas on your journey.

You must contact us prior to purchasing or using any accommodation or transport expenses that you wish to claim under this benefit for our pre-approval.

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits.

### 9.2 WE WILL NOT PAY

We will not pay a claim under this section:

- a) if you do not report the loss within 24 hours to the police or relevant authority and, in the case of traveller's cheques, to the issuing bank or company in accordance with the conditions under which the traveller's cheque(s) were issued, and;
- b) if you cannot prove that you made a report to the above relevant persons by providing us with a written statement from them.
- c) for expenses incurred due to the fraudulent use ofcredit cards.
- d) for transport and accommodation expenses

claimed under this section that have not been approved by us.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasonswhy we will not pay.

### 10. ACCIDENT DEATH AND DISABLEMENT

#### 10.1 WE WILL PAY

We will pay the total death benefit as listed on the table benefits to the estate of the deceased if:

- a) You are injured during your journey and you die because of that injury within 30 days of the date that the injury occurred.
- b) During your journey the carrier that you are travelling on disappears, sinks or crashes and you are presumed dead and your body is not found within 12 months.
- c) The benefit will only be paid to another entity if the executor of the estate requests an alternative in writing, with appropriate supporting documentation unless you have expressly nominated another beneficiary with our nomination form, and have received acknowledgement from us.
- d) Furthermore, if you are injured during your journey, and because of the injury, you become permanently disabled, as per the definition (see "Words with Special Meanings") within 30 days of the injury, then we will pay the amount as noted on the table of benefits.

We will pay the percentage of the appropriate capital benefit shown below as detailed in the schedule of compensation also shown below:

# **Schedule of Compensation Percentage of Capital Benefit**

- 1. Death 100%
- 2. Permanent total disablement 100%
- 3. Permanent and Incurable paralysis of all limbs 100%
- 4. Permanent total loss of or use of:
  - a) two limbs 100%
  - b) one limb 50%
- 5. Permanent total loss of sight in:
  - a) two eyes 100%
  - b) one eye 50%
- 6. Permanent total loss of hearing in:
  - a) both ears 100%
  - b) one ear 50%
- 7. Permanent total loss of speech 100%

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits for the plan that you have.

### 10.2 WE WILL NOT PAY

We will not pay under this section:

- a) for any event caused by any reason other than caused by injury.
- b) if the incident occurs outside Malaysia.
- c) if you suffer the injury or accident whilst riding a motorcycle.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasons why we will not pay.

### 11. PERSONAL LIABILITY

### 11.1 WE WILL PAY

We will cover your legal liability for payment of compensation in respect of:

- a) Death or bodily injury to someone else, and/or
- b) Physical loss or damage to someone else's property as a result of an incident that happens during your journey.

We will also reimburse your reasonable legal costs and legal expenses for settling or defending the claim made against you. We will decide whether the costs were reasonable.

You must not accept liability or promise to pay the claim without prior written approval from us.

The maximum amount we will pay for all claims combined under this policy section is shown under the table of benefits for the plan that you have. This amount applies to the total of all claims combined, regardless of the number of persons the claims relate to.

### 11.2 WE WILL NOT PAY

We will not reimburse you for anything you have to pay because of a legal claim against you for causing injury, death or damage to property, if the claim arisesout of or is for:

- a) bodily injury to you, your travelling companion, or to a relative or employee of either of you.
- b) damage to property belonging to you, or in yourcare or control, or belonging to, or in the care or control of, a relative of yours, or your travelling companion, or to an employee of either of you.
- something arising out of the ownership, custodyor use of any, aerial device, watercraft or mechanically propelled vehicle.
- d) something arising out of the conduct of a business, profession or trade.
- e) any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory insurance or compensation scheme orfund, or under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation.
- f) any fine, penalty or aggravated, punitive or exemplary or liquidated damages.
- g) disease that is transmitted by you.
- h) any relief or recovery other thanmonetary amounts.
- liability arising from a contract that imposes on you a liability which you would not otherwise have.
- j) anything that is covered under any other policy. We will be liable only for the amount your liability exceeds the limits of cover under any other policy.
- k) assault and/or battery committed by you or at your direction.
- conduct intended to cause personal injury, property damage or liability with reckless disregard for the consequences of you or any person acting with your knowledge, consentor connivance.
- m) claims arising directly or indirectly from an act ofterrorism

or the threat or perceived threat of an act of terrorism.

You must check "GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS" for other reasonswhy we will not pay.

# GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

# WE WILL NOT PAY UNDER ANY CIRCUMSTANCES IF:

#### General

- 1. you do not act in a reasonable or responsible way to protect yourself and your property and to avoid making a claim.
- 2. you do not do everything you can to reduce your loss as much as possible.
- your claim arises from consequential loss of any kind, including loss or lack of enjoyment.
- your claim arises directly or indirectly from, or is in anyway related to you or your travelling companions changing plans.
- 5. at the time of purchasing the policy, you were aware of something that would give rise to you making a claim under this policy.
- 6. your claim is for a loss, which is recoverable by compensation under any workers compensation act or transport accident laws or by any Government sponsored fund, plan, or medical benefit scheme, or any other similar type legislation required to be effected by or under a law
- your claim arises from errors or omissions in your booking arrangements or failure to obtain relevant visa, passport or travel documents or overbooking by a transport operator, agent or provider.
- your claim arises because you act illegally or break any government prohibition or regulation including visa requirements.
- your claim arises from a government authority confiscating, detaining or destroying anything.
- Wilful, criminal, illegal or intentional acts, or neglect;
- 11. Self-Inflicted Injury unless the injury result in death; or:
- 12. Under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Medical Practitioner but excluding drugs used in the treatment of alcohol or drug addiction);
- 13. Pregnancy, childbirth, miscarriage or abortion;
- Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complications (ARC);
- 15. War or any act of war, declared or undeclared;
- 16. Ionization, radiation or contamination, by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear weapons materials:
- 17. No claims shall be considered or become payable for motor vehicle accident if You do not possess a valid driving license. A valid driving license shall constitute a license which is in force and shall include holders of LDL, PDL & CDL

- license as opposes to having suspended or revoked license.
- 18. you are claiming for the cost of utilised services including transport or accommodation.
- 19. your claim arises or is in anyway related to you being in control of any motorised vehicle that you do not hold a relevant valid license for in your country of residence or you are a passenger travelling in a motor vehicle that is in control of a person that does not hold a current motor vehicle license valid for that country.
- your claim arises directly or indirectly from you not wearing appropriate protective clothing.
- 21. if you claim under more than one section of this policy for the same or similar services/facilities, we will pay your claim under the section that is more financially favourable to you, but not under more than one section.
- your claim arises from, or is anyway related to force majeure unless the benefit specifically offers coverage.
- 23. your claim arises because you are engaging in mining, oil rigging, aeriel photography or handling explosive or you are engaging in any naval, military, air force, law enforcement, or civil defense service or operation.

### Medical

- 24. your claim arises from, is related to, or associated with a pre-existing medical condition.
- your claim is in respect of travel booked or undertaken against the advice of any medical advisor.
- 26. your claim arises directly or indirectly from any metastatic or terminal prognosis that was made prior to the policy being issued.
- 27. your claim arises directly or indirectly from any journey for the purposes of obtaining any form of treatment overseas or any elective treatment that you choose to undertake.
- 28. your claim arises out of pregnancy, childbirth, related complications or any medically assisted conception.
- 29. your claim involved a hospital where you are being treated for addiction to drugs or alcohol, or you are using it as a nursing, convalescent or rehabilitation place.
- 30. your claim involves the cost of medication in use at the time the journey began or the cost for maintaining a course of treatment you were on prior to the journey. This includes any medication lost or stolen during your journey or your purchase of preventative medication.
- 31. your claim arises from or is in any way related to depression, anxiety, stress, mental or nervous conditions including addiction or withdrawal.
- 32. your claim arises from or is any way related to suicide or attempted suicide.
- your claim arises from or is any way related to a sexually transmitted disease or your claim arises directly or indirectly from Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS).
- 34. you were under the influence of, or affected by

- alcohol or drugs unless the drugs were prescribed by a medical advisor and taken in accordance with their instructions.
- 35. despite their advice otherwise following your call to Cover-More, you received private hospital or medical treatment where public funded services or care is available or under any Reciprocal Health Agreement between appropriate Governments.
- 36. your claim arises from or is related to the death or hospitalisation of any person aged 85 years and over, not listed on the Policy, regardless of the country that they reside.
- 37. your claim arises from or is any way connected to any elective medical, surgery or dental treatment.
- 38. your claim involves the cost of preventative medication or preventative treatment including, but not limited to, vaccination or contraception.

# **CLAIMS**

### **CLAIMS PROCESSING**

We endeavour to process your claim within 20 working days of us receiving a completed claim form and all necessary documentation. If we need additional information, a written request will be sent to you within 20 working days.

For claims purposes, evidence (original receipts) of the value of the property insured or the amount of any loss must be kept.

### **HOW TO MAKE A CLAIM**

You must give us notice of your claim as soon as possible by completing the claim form supplied by us and scanning and emailing to the address shown on the claim form. If the claim form is not fully completed by you, we cannot process your claim and we will return the form to you for completion.

If you do not, we can reduce your claim by the amount of prejudice we have suffered because of the delay.

You must give us any information we reasonably ask for to support your claim at your expense, such as but not limited to police reports, valuations, medical reports, original receipts or proof of ownership.

If required we may also ask you to provide us with translations into English of such documents to enable us to carry out our assessment of your claim.

You must co-operate with us at all times in relation to the provision of supporting evidence and such other information as we may reasonably require.

- For damage or permanent loss of your luggage and personal effects, report it immediately to the police or appropriate authority and obtain a written notice of your report.
- For damage or misplacement of your luggage and personal effects, caused by the airline or any other operator or accommodation provider, report the damage or misplacement to an appropriate official and obtain a written report, including any offer of settlement that they may make.
- Submit in full, any details of any claim in writing within 30 days after the end of your journey.

If your claim arises from, or is in anyway related to a medical incident or condition affecting anyone, we will request a medical certificate from the treating Doctor. We may also require further medical information once we have begun assessing your claim.

# YOU MUST NOT ADMIT FAULT OR LIABILITY

In relation to any claim under this policy you must not admit that you are at fault, and you must not offer

or promise to pay any money, or become involved in litigation, without our approval.

### **EXCLUSIONS**

When we won't pay a claim as set out in the "WE WILL NOT PAY" under each section and in "GENERAL EXCLUSIONS APPLICABLE TO ALL

#### SECTIONS" -

these restrict coverage and benefits.

# CLAIMS ARE PAYABLE IN MALAYSIA RINGGIT TO YOU

We will pay all claims in Malaysian Ringgit. If we are unable to pay directly to service providers, we will pay you unless you tell us to pay someone else in writing.

#### **FRAUD**

If you or anyone acting on your behalf uses dishonest means to obtain a claim payment under the policy for which you do not qualify, we will not pay the benefit and we will cancel the policy. Any benefit claimed fraudulently and received must be paid back to us. We will report any acts of fraud to the local police authority.

# YOU MUST HELP US TO RECOVER ANY MONEY WE HAVE PAID

If we have a claim against someone in relation to the money we have to pay under this policy, you must do everything you can to help us do that in legal proceedings. If you are aware of any third party that you or we may recover money from, you must inform us of such third party.

# IF YOU CAN CLAIM FROM ANYONE ELSE, WE WILL ONLY MAKE UP THE DIFFERENCE

If you can make a claim against someone in relation to a loss or expense covered under this policy and you do not get paid the full amount of your claim, we will make up the difference. You must claim from them first.

### OTHER INSURANCE

No person shall be insured under more than one travel insurance policy issued by us. In the event the Insured Person is covered under more than one such policy, we shall consider that person to be insured under the policy, which provides the greatest amount of benefit. If at the time of any loss, damage, or liability arising under the policy there is any other insurance provided by another company covering the same loss, damage or liability, we will only pay our proportion.

# **CUSTOMER SATISFACTION**

Should you have a complaint arising out of this insurance or our employees, authorised representatives or service providers, please contact us by post at:

Complaint Management Unit Etiqa General Insurance Berhad

Level 5, Tower B, Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur, Malaysia;

Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)

Facsimile Number: +603 2785 3093 E-mail:

cmu@etiqa.com.my

We will respond to your complaint within 5 business days, provided we receive all necessary information and we have completed any investigation required. If we need more time, we will agree on a reasonable alternative time frame.

In the unlikely event of you remaining unsatisfied with the decision of the Insurance Company, The Ombudsman for Financial Services (OFS) and BNM LINK provide alternative avenues for members of the public to seek redress against unfair market practices. Procedures for complaints to OFS and BNM LINK are provided on this page.

### PROCEDURE FOR COMPLAINT TO OFS

The Ombudsman for Financial Services (OFS) may be contacted by you, in the event that you are dissatisfied with the decision of the Insurance Company to a dispute, or the Insurance Company's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my Fax: 603-2272 1577

Postal address: Chief Executive Officer,

Ombudsman for Financial Services

Level 14, Main Block,

Menara Takaful Malaysia,

No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.

Alternatively, you may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from the Insurance Company to the dispute or after sixty (60) calendar days from the date of your dispute was first referred to the Insurance Company in respect of which no response has been received from the Insurance Company.

For further details on the OFS, please obtain the information pamphlets from the Insurance Company or visit the OFS website at www.ofs.org.my.

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect your right to take legal action against Insurance

Company should they be dissatisfied with the outcome by the OFS.

# PROCEDURE FOR COMPLAINT TO BNM LINK

If you are not satisfied with the conduct of the Insurance Company, you may write to BNM LINK, giving details of the complaint, the name of Insurance Company and policy number or the claim number.

Copies of the correspondence (if any) between you and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

### Director

Jabatan LINK dan Pejabat Wilayah Bank Negara Malaysia

P.O. Box 10922, 50929 Kuala Lumpur Telephone Number: 1-300-88-5465 Facsimile Number: 03-2174 1515 Email: bnmtelelink@bnm.gov.my

### **ARBITRATION**

All differences arising out of the 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 or, in the 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.

The costs of the reference and of the award shall be at the discretion of the arbitrator, arbitrators or umpire making the award. It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of benefit if disputed, shall be first obtained.

# DATA, DATA PROTECTION OBLIGATIONS AND RIGHTS (PDPA)

We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by you, as the context may require to:

- a) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa General Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L)
- b) Other entities within the Maybank Group;
- Our authorized agents and service providers with whom we have contractual agreements for some of our functions, service and activities;
- d) Other Insurance or Takaful companies and distribution partners (such as, banks, Islamic banks, Insurance brokers, Takaful brokers, re- Insurance companies and re-Takaful Operator);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorized by you (from time to time); or
- h) Enforcement regulatory and governmental agencies as permitted or required by law, authorized by any order of court or to meet obligations to regulatory authorities.

You will keep us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to us.

We may from time to time request that you provide other Personal Data required for the purposes of this Policy.

Prior to providing us with the Personal Data of an insured person, or another individual, you must inform that individual of our privacy notice.

For detailed privacy notice on how we collect, use, process, protect and disclose Personal Data, please visit our branches, contact Etiqa Oneline at 1300 13 8888, or refer to our website at www.etiqa.com.my.



# **CONTACT DETAILS**

### MHINSURE INBOUND MALAYSIA

### **24 HOUR CLAIMS ENQUIRIES**

MHinsure Claims Department

Toll Free: 1 800 88 8777 (within Malaysia only)

+ 60 3 2263 5700 (Please place a collect call/reverse charges)

Email: MHinsure-claims@covermore.com.my

#### **24 HOUR EMERGENCY ASSISTANCE**

MHinsure Assistance Department

Toll Free: 1 800 88 8777 (within Malaysia only)

+ 60 3 2263 5700 (Please place a collect call/reverse charges)

### **GENERAL ENQUIRIES**

Office Hours Mon-Fri 9:00-17:30

MHinsure General Enquiries Department

Toll Free: 1 800 88 8777 (within Malaysia only)

+ 60 3 2263 5700 (Please place a collect call/reverse charges)

Email: MHinsure-sales@covermore.com.my

Assistance services are arranged and managed by Cover-More, a subsidiary company of the Cover-More Group. This insurance is underwritten by Etiqa General Insurance Berhad (197001000276)

(Licensed under Financial Services Act 2013 and regulated by Bank Negara Malaysia)

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