

# Domestic Travel Personal Accident Policy Wording

Master Policy Wording - Effective 1 January 2018







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# DOMESTIC MASTER POLICY WORDING

This Policy Wording, which serves to disclose the terms & conditions of the MHinsure Policy issued by Etiqa General Insurance Berhad (9557-T) "Formerly known as Etiqa Insurance Berhad, with Assistance Services provided by Cover-More.

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

- "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 MEANING"
- "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

#### GEOGRAPHICAL AREA COVERED

You will only be covered within Malaysia. Any event that occurs outside of Malaysia will not be covered, regardless of the circumstances in which they arise.

#### YOUR POLICY AND PREMIUM

This Policy is not for purchase but is offered to you by Malaysia Airlines Berhad at no additional cost.

If you have any queries, want further information about the policy or want to confirm a transaction, 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)		DOMESTIC TRAVEL PERSONAL ACCIDENT
1	Repatriation of Mortal Remains	3,000
2	Accidental Death & Permanent Disablement	50,000
3	Luggage & Personal Effects	300
4	Luggage Delay	100 per 5 hours Up to 200
5	Travel Misconnection	100 per 5 hours Up to 200
24	Hour Travel Assistance	Included
24	Hour Medical Assistance	Included

#### 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, together with the certificate of insurance and any written endorsements written by us (if any) 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 (9557-T) "Formerly known as Etiqa Insurance Berhad", (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-23-1. 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.

#### **LANGUAGE**

In the event of any discrepancy between the English and Bahasa Malaysia versions of this Policy, the English version shall be definitive for all purposes of this policy.

#### 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 CAN PURCHASE THIS POLICY?

This policy is available for citizens; or residents of Malaysia; or person travelling through Malaysia; or transiting through a Malaysian Airport whose domestic journey starts in Malaysia and ends in Malaysia.

This Policy is not for purchase but is offered to you by Malaysia Airlines Berhad at no additional cost.

#### YOUR PERIOD OF COVER

The period you are insured for is as per travelling period in our travel itinerary. However:

- Cover begins when you leave your home to go directly to the airport to commence your journey.
- The trip cancellation benefit begins 30 days prior to the commencement of your journey.
- Cover ends when you return to your home, or on the date of return set out on your certificate of insurance (End Date), whichever happens first.

#### **EXTENSION OF YOUR POLICY**

Your cover will be automatically extended free of charge if you find that your return home has been delayed because of one or more of the following:

- If the transport you are travelling on, or that has accepted your fare or luggage, is delayed; or
- If you cannot return home due to a reason for which you can claim under your policy (subject to our written approval).

# 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".

#### PRIVACY NOTICE

Any personal information you provide is used by us to evaluate and arrange your policy. We also use it to administer and provide the insurance services and manage your rights and our rights and obligations in relation to the insurance services, including managing, processing and investigation claims. We may also collect, use and disclose it for product development, marketing, research, IT systems, maintenance and development and for any other purposes related to this product.

#### 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 selected applies to each of the persons listed as covered on your certificate of insurance. 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 5,000,000.

# WORDS WITH SPECIAL MEANING

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.

"dependant" means your children/grandchildren not in full time employment or are unmarried who are under the age of 18 (or under 21 years old if still studying full time in a recognised institution of higher learning) and who are travelling with you on the journey.

"domestic" means within Malaysia.

"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) are set out on your certificate of insurance and everyone else who is covered under your 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.

"locked storage compartment" means a boot, trunk, glove box, enclosed centre console, or concealed cargo area of a station wagon, hatchback, van or motor home.

"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.

"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, your travelling companion(s), dependant(s) or any other person.

"policy holder" means the individual who the policy has been issued to, as stated in the certificate of insurance.

"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 us.

"relative" means any of the following who are resident in Malaysia: fiancé, fiancée, spouse, legally recognised de facto, parent, parent-in-law, brother, sister, son, daughter, daughter-in-law or son-in-law.

#### "resident" means:

- a) a Malaysia Citizen
- b) a Permanent Resident of Malaysia; or
- a holder of Malaysia Employment Pass and/ or Work Permit (which include his/her dependant(s) residing in Malaysia;

and his/her name must either appear in the Certificate of Insurance or as otherwise agreed upon between the Policyholder and Us.

"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.

"travelling companion(s)" means a person/person(s) who made arrangements to travel with You for at least 75% of your journey before you entered into your policy.

"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 (9557-T) "Formerly known as Etiqa Insurance Berhad", and where applicable to also include its agent Cover-More.

"you" and "your" means the person(s) whose name(s) are set out on your certificate of insurance, and your travelling companion(s)/dependent(s).

#### **POLICY BENEFITS**

#### 1. 1. REPATRIATION OF MORTAL REMAINS

#### 1.1 WE WILL PAY

We will arrange and pay for the approved, reasonable cost of bringing your remains back from anywhere in Malaysia if you die as a result of an injury during your journey within Malaysia.

#### 1.2 WE WILL NOT PAY

We will not pay under this section:

- a) if your hospital stay is less than 24 continuous hours in a hospital.
- b) if the hospital that you stay at is not in Malaysia.
- c) if you cannot claim for Medical Expenses.

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

#### 2. ACCIDENTAL DEATH AND DISABLEMENT

#### 2.1 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 90 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.
- 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 90 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:

- i. Amount per insured person Capital Benefit: MYR 50,000
- ii. Amount per senior insured person (over 70 years)

Capital Benefit: MYR 50,000

Amount per child insured person (under 18 vears)

Capital Benefit: MYR 6,250

### 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 eves 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.

#### 2.2 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.
- 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.

#### 3. LUGGAGE AND PERSONAL EFFECTS

#### 3.1 WE WILL PAY

We will pay the repair cost, or value of any luggage and personal effects which are stolen, accidentally damaged or permanently lost during your journey within Malaysia. If your claim is accepted we have the choice of paying for the repair cost, paying you the replacement value (as per an available rate obtained by us) or settle you the value of the item(s) in cash allowing for depreciation.

- a) You must provide receipts for your items, to justify the amount of your claim. If you are unable to submit receipts we may be able to accept alternate proof of ownership and value for your items, as agreed upon by us on a case by case basis.
- b) When calculating the amount payable we will apply depreciation due to age, wear and tear for each item which is more than 12 months old. The rate of depreciation is 15% of the original cost of each item per complete calendar year.
- c) We will not pay more than the original purchase price, replacement price or repair cost of any item, whichever amount is lower. We also have the option to repair or replace the luggage & personal effects instead of paying you.
- d) The maximum amount we will pay for any item (item limit) is RM300 When determining the classification of an item, we will use the item's intended primary function as determined by the manufacturer. E.g. camera phones such as iPhone and Nokia N95 will be assessed as mobile phones.

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 under this section:

- a) if you do not report the loss, theft or misplacement within 24 hours to the police or if applicable to the airline you were travelling on when the loss, theft or misplacement occurred. You must prove that you made such report by providing us with a written statement from whomever you reported it to.
- if your valuables, personal computer equipment, mobile phone, camera and/or accessories, electronic devices and/or accessories are transported in the cargo hold of any aircraft.
- c) if the loss, theft of or damage is to bicycles or watercraft of any type (other than surfboard).
- d) if the loss, theft or damage is to items left behind in any hotel or motel room, aircraft, ship, train, tram, taxi, bus or rental vehicle.
- if the luggage and personal effects were being sent unaccompanied or under a freight contract.
- f) if the loss of or damage arises from any process of cleaning, repair or alteration.

- g) if the loss of or damage arises from ordinary wear and tear, deterioration, atmospheric or weather conditions, insects, rodents or vermin.
- h) if the luggage and personal effects were left unsupervised in a public place.
- i) if the luggage and personal effects were left unattended in a motor vehicle.
- if the luggage and personal effects have an electrical or mechanical breakdown or malfunction, or cease to work without an event occurring.
- k) if the luggage and personal effects are fragile,
   brittle or an electronic component is broken or
   scratched unless either:
  - It is the lens of spectacles, binoculars or photographic or video equipment; or
  - The breakage or scratch was caused by a crash involving a vehicle in which you are travelling.
- if you are entitled to be reimbursed by the shipping line, bus line, airline, cruise line or rail authority you were travelling on when the loss, theft, misplacement or damage occurred. However, if you are not reimbursed the full amount of your claim, we will pay the difference between the amount of your loss and what you were reimbursed, up to the limit of your cover (allowing for depreciation due to age, wear and tear).
- m) for loss or damage to sporting equipment whilst in use (including surfboards).for loss is relating to theft of cash or traveller's cheques.
- n) if you do not provide proof that you owned the item and proof of its value and age.

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

#### 4. LUGGAGE DELAY

#### 4.1 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 for the plan that you have.

#### 4.2 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.
- 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.

#### 5. TRAVEL MISCONNECTION

#### 5.1 WE WILL PAY

We will pay in the event that you miss your confirmed onward travel connection at the transfer point due to the late arrival of your scheduled incoming connecting transport conveyance and no other transportation is available to you within 5 consecutive hours of your arrival at the transport point, we will pay you per each completed 5 hour period as 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.

#### 5.2 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 provider.
- 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
- If you have not yet departed your home to commence your journey.
- d) For portions of the misconnection 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.

# GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

#### WE WILL NOT PAY UNDER ANY CIRCUMSTANCES IF:

#### General

- 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.
- 3. your claim arises from consequential loss of any kind, including loss or lack of enjoyment.
- 4. 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.
- 7. 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.
- 8. 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.
- 10. your claim arises because you did not follow advice in the mass media of any government or other official body's warning:
  - a) against travel to a particular country or parts of Malaysia; or;
  - b) of a strike, riot, bad weather, civil commotion or contagious disease (including epidemic or pandemic) and you did not take appropriate action to avoid or minimise any potential claim under your policy (including delay of travel to the country or part of the country referred to in the warning).
- your claim arises from any act of war whether war is declared or not - or from any rebellion, revolution, insurrection or taking of power by the military.
- 12. your claim arises from a nuclear reaction or contamination from nuclear weapons or radioactivity.
- 13. your claim under section 1, 2, 3, or 5 arises directly or indirectly from an act of terrorism or the threat or perceived threat of an act of terrorism where you and/or the person covered participated directly or indirectly in such act or threat.

- your claim arises from an epidemic or pandemic or a threat associated with an epidemic or pandemic.
- 15. your claim arises from biological and or chemical material(s), substance(s), compound(s) or the like used directly or indirectly for the purpose to harm or to destroy human life and or create public fear.
- 16. your claim arises from being in control of a scooter/moped or motorcycle with an engine capacity of 51cc or above without a current motorcycle license that is valid in Malaysia, or you are a passenger travelling on a scooter/moped or motorcycle with an engine capacity of 51cc or above that is in control of a person who does not have a valid scooter/moped or motorcycle license for Malaysia.
- 17. your claim arises because you hunt, race (other than on foot), engage in open water sailing, play polo, go mountaineering or rock climbing using ropes or climbing equipment (other than for hiking), any kind of parachuting or hang gliding.
- 18. your claim arises from or is related to professional sport.
- your claim arises because you dive underwater using artificial breathing apparatus, unless you hold a diving license issued in your country of residence or you were diving under licensed instruction.
- 20. you are claiming for the cost of utilised services including transport or accommodation.
- 21. 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 Malaysia 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 Malaysia.
- 22. your claim arises directly or indirectly from you not wearing the appropriate protective clothing.
- 23. 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.
- 24. your claim arises from, or is anyway related to force majeure unless the benefit specifically offers coverage.
- 25. your claim arises because you are engaging in mining, oil rigging, aerial photography or handling explosive or you are engaging in any naval, military, air force, law enforcement, or civil defense service or operation.
- 26. your claim occurs outside Malaysia.

#### CL AIMS

#### **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 medical, hospital or dental claims, contact us as soon as possible.
- 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.

#### **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. The currency exchange rate that applies is determined by the date that you incurred the cost, or the noted billing date on the medical documentation.

#### **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 (see contact details on your policy schedule or on the last page of this Policy Wording). 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's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices. Procedures for complaints to OFS and CSB are provided on this page.

#### **COMPLAINT PROCEDURE**

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit

Etiga General Insurance Berhad (9557-T)

Level 20, Tower B, Dataran Maybank

No. 1, Jalan Maarof

59000 Kuala Lumpur, Malaysia;

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

Facsimile Number: +603 2785 3093

E-mail: cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

#### 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

(Formerly known as Financial Mediation Bureau) 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 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 (CSB)

If you are not satisfied with the conduct of the Insurance Company, you may write to BNM, 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 Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) 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);
- 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 Certificate.

Prior to providing us with the Personal Data of a person covered, 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**

#### 24 HOUR CLAIMS ENQUIRIES

MHinsure Claims Department

Toll Free: 1800 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: 1800 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: 1800 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 manages by Cover-More, a subsidiary company of the Cover-More Group. This insurance is underwritten by Etiqa General Insurance Berhad (9557-T) "Formerly known as Etiqa Insurance Berhad".





