



Domestic Takaful Wording

Effective 9 August 2017

Cover•More

eTiqa
Takaful

malaysia 
airlines

TABLE OF CONTENTS

Domestic Master Certificate Wording	3
Introduction	3
About The Available Covers	3
Geographical Area Insured	3
Your Certificate And Contribution	3
Table Of Benefits	4
About This Certificate Wording	5
How To Take Out Your Certificate	5
Who Is Your Takaful Operator?.....	5
Who Is Cover-More?	5
Jurisdiction And Choice of Law	5
Important Matters	5
Who Can Take Up This Certificate?.....	5
Your Duty Of Disclosure	5
Your Period Of Cover	5
Extension Of Your Certificate.....	6
Certificate Cancellation	6
Cooling Off Period.....	6
Safeguarding Your Luggage And Personal Effects	6
Privacy Notice	6
Pre-existing Medical Conditions.....	6
In The Event Of An Overseas Hospitalisation Or Medical Evacuation Or Repatriation.....	6
You Can Choose Your Own Doctor.....	7
Notice Of Trust Or Assignment	7
Limit Of Benefit Payable	7
Words With Special Meaning	7
Takaful Benefits	9
General Exclusions Applicable To All Sections	16
Claims	18
Claims Processing.....	18
How To Make A Claim	18
You Must Not Admit Fault of Liability.....	18
Exclusions	18
Claims Are Payable In Malaysia Ringgit To You.....	18
Fraud.....	18
You Must Help Us To Recover Any Money We Have Paid	18
If You Can Claim From Anyone Else, We Will Only Make Up The Difference.....	18
Other Takaful/Insurance.....	18
Sanction Limitation and Exclusion Clause	19
Arbitration	19
Takaful and Surplus Distribution (Annual Certificate).....	19
Procedure For Complaint To OFS	19
Procedure For Complaint To CSB.....	20
Data, Data Protection Obligations and Rights (PDPA)	20
Contact Details	Back Cover

DOMESTIC CERTIFICATE WORDING

This Certificate Wording, which serves to disclose the terms & conditions of the MH Takaful Certificate issued by Etiqa Takaful Berhad (266243D), with Assistance Services provided by Cover-More.

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

- **“TABLE OF BENEFITS”**
Outlines the maximum amounts payable and applicable sub limits for each certificate benefit.
- **“IMPORTANT MATTERS”**
This contains important information on your duty of disclosure, extension of your certificate, 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”**
This section defines words with special meaning.
- **“CERTIFICATE 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”**
This section contains exclusions that are applicable to all sections.
- **“CLAIMS”**
This section sets out 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

You can choose one of these plans:

- Basic Plan
- Value Plan
- Premier Plan

Each plan is offered for Single Trip Coverage, which provides cover for one journey only within Malaysia, up to a maximum of 30 days.

Cover under this certificate applies only to you and those persons listed as covered on your Certificate of Takaful. Each plan is offered with the following options:

- **Individual Coverage**

Provides cover for you and the persons travelling with you as covered in your Certificate of Takaful.

- **Family Coverage**

Provides cover for you and the members of your family who go with you on your journey up to a maximum of five persons who are listed as covered in your Certificate of Takaful. The only members of your family who can be included are your spouse, your legally recognised de facto, your children, your grandchildren and domestic servant. However, all children and Grandchildren must be defined as dependant children.

Family Coverage can be extended to a maximum of up to two adults and/or up to three dependant children or two dependant children and one domestic servant.

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 CERTIFICATE AND CONTRIBUTION

When you apply for the Certificate by completing our application we will confirm with you such details as: the plan chosen, the coverage type, the period of cover, your contribution, and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Certificate of Takaful we issue to you. The contribution we charge varies according to the plan chosen and your risk profile (e.g. the destination you are travelling to, the period of your journey, who you want to be covered, etc.). We tell you the amount payable when you apply and if you take up cover, the amounts due will be confirmed in your Certificate of Takaful.

This Certificate 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 Certificate or want to confirm a transaction, please contact the MH Takaful 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 Certificate 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 Certificate Wording.

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

TRAVEL TAKAFUL BENEFITS (In MYR)		DOMESTIC BASIC PLAN	DOMESTIC VALUE PLAN	DOMESTIC PREMIER PLAN
MEDICAL & TRAVEL ACCIDENT BENEFITS				
1	Emergency Medical And Dental Expenses	Up to 25,000	Up to 30,000	Up to 35,000
	Emergency Dental Expenses	Up to 1,000	Up to 1,000	Up to 1,000
2	Emergency Medical Assistance Or Evacuation in Malaysia	Up to 200,000	Up to 200,000	Up to 250,000
3	Hospital Confinement Allowance	-	100 per day up to 1,000	150 per day up to 1,500
4	Repatriation of Mortal Remains	Up to 150,000	Up to 150,000	Up to 150,000
5	Emergency Travel And Accommodation Expenses	Up to 500	Up to 1,000	Up to 1,500
6	Compassionate Visit	Up to 2,000	Up to 2,000	Up to 2,000
7	Return of Minor Children	Up to 2,000	Up to 2,000	Up to 2,000
8	Accidental Death & Disablement			
	Adults	Up to 100,000	Up to 125,000	Up to 150,000
	Seniors (over 70 years)	Up to 50,000	Up to 50,000	Up to 50,000
	Participant Dependant	Up to 6,250	Up to 6,250	Up to 6,250
TRAVEL INCONVENIENCE BENEFITS				
9	Luggage & Personal Effects	Up to 2,500	Up to 2,750	Up to 3,000
10	Loss of Travel Documents	Up to 1,500	Up to 1,500	Up to 2,000
11	Luggage Delay	250 per 5 hours Up to 500	250 per 5 hours Up to 500	250 per 5 hours Up to 750
12	Travel Delay	175 per 5 hours Up to 1,750	175 per 5 hours Up to 1,750	175 per 5 hours Up to 2,000
13	Common Carrier Delay	175 per 5 hours Up to 1,750	175 per 5 hours Up to 1,750	175 per 5 hours Up to 2,000
14	Travel Misconnection	250 per 5 hours Up to 1,000	250 per 5 hours Up to 1,000	300 per 5 hours Up to 1,000
15	Trip Cancellation	Up to 3,500	Up to Trip Value	Up to Trip Value
16	Trip Curtailment	Up to 3,500	Up to Trip Value	Up to Trip Value
17	Hijacking	250 per 5 hours Up to 1,000	250 per 5 hours Up to 1,000	250 per 5 hours Up to 1,000
18	Personal Liability	Up to 500,000	Up to 750,000	Up to 1,000,000
24 HOUR ASSISTANCE				
24 Hour Travel Assistance		Included	Included	Included
24 Hour Medical Assistance		Included	Included	Included

ABOUT THIS CERTIFICATE WORDING

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

HOW TO TAKE OUT YOUR CERTIFICATE

Once you have selected your plan, chosen who you wish to cover, completed our application, paid the full contribution required and we agree to provide cover, we will give you a Certificate of Takaful, which will entitle you to claim under the Certificate up to the relevant amounts for which you are covered.

WHO IS YOUR TAKAFUL OPERATOR?

This Travel Certificate is underwritten by Etiqa Takaful Berhad (266243D), (the Company) of Level 19, Tower C, Dataran Maybank, No. 1 Jalan Maarof, 59000 Kuala Lumpur, Malaysia and is referred to as “we”, “our” and “us” in this Certificate Wording. The Takaful Operator will settle all claims under this Certificate.

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 Certificate. 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 Certificate Wording.

JURISDICTION AND CHOICE OF LAW

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

IMPORTANT MATTERS

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

WHO CAN TAKE UP THIS CERTIFICATE?

This certificate is only available for citizens or residents of Malaysia, whose domestic journey starts in Malaysia and ends in Malaysia.

YOUR DUTY OF DISCLOSURE

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

- Disclose every matter than 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 Takaful 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 certificate.

This Certificate 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

You are not covered until we issue a Certificate of Takaful. The period you are covered for is set out in the Certificate of Takaful.

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, or when you pay your contribution in full, whichever is later.
- Cover ends when you return to your home, or on the date of return set out on your Certificate of Takaful (End Date), whichever happens first.
- Certain benefits contain limitations on their period of cover, this is explained in the certificate benefits section of this document.

EXTENSION OF YOUR CERTIFICATE

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 certificate (subject to our written approval).

If the delay is for any other reason, we must receive your written request to extend cover at least 7 days before your original certificate expires. Cover will be extended subject to our written approval and your payment of an additional contribution.

If you do not advise us of any medical conditions that you have suffered during your journey at the time you apply for your extension, we will not pay for any expenses related to that condition including transport or associated costs, regardless of our acceptance of your extension.

An extension of cover is not provided if you have not advised us of any circumstances that may give rise to a claim under your original Certificate. We will not extend cover beyond the maximum term of the cover.

CERTIFICATE CANCELLATION

If you decide that you no longer want this certificate, you may cancel this certificate, however any contributions that have been paid are completely non-refundable.

COOLING OFF PERIOD

If you have taken up a certificate and you decide that you do not want this certificate, you may cancel this certificate by returning this document and your original certificate to us before your departure date shown on your certificate.

You will be given a full refund of contribution you paid to us, provided you also furnish to us sufficient proof required by us that you do not intend to start your journey and you provide written confirmation that you do not want to make a claim or to exercise any other right under the certificate. After your departure date you can still cancel your certificate, but we will not refund any part of your contribution.

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 MEANING”.

PRIVACY NOTICE

Any personal information you provide is used by us to evaluate and arrange your certificate. We also use it to administer and provide the Takaful services and manage your rights and our rights and obligations in relation to the Takaful 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 certificate (see “GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS”). The term “pre-existing medical condition” has a special meaning and is defined in “WORDS WITH SPECIAL MEANING”.

IN THE EVENT OF AN OVERSEAS HOSPITALISATION OR MEDICAL EVACUATION OR REPATRIATION

For emergency assistance at any time the Cover-More medical team is only a telephone call away. The team will help with medical problems, locating nearest medical facilities, your evacuation home, locating the nearest embassies and consulates, as well as keeping you in touch with your family in an emergency.

If you are hospitalised, you or a member of your travelling party MUST contact our assistance team at Cover-More as soon as possible.

If you do not, we will not pay for these expenses or for any evacuation or airfares that have not been approved or arranged by us.

If you are hospitalised or receive outpatient treatment costing more than MYR 5,000 you, or a member of your travelling party, MUST contact our assistance team at Cover-More as soon as possible. If you do not, we will not pay for these expenses or for any evacuation, repatriation or airfares that have not been approved or arranged by us.

In case of inpatient hospitalisation, Cover-More will guarantee the medical inpatient expenses on your behalf and we will settle the claim directly with the Hospital or other medical or service provider, wherever possible. If Cover-More is unable to arrange this, we will reimburse you for costs covered and approved by us, when you return to Malaysia. In the event of requiring Assistance you should also read, “Conditions of Providing Assistance” in the Certificate Benefits section, 2. Emergency Medical Assistance or Medical Evacuation.

YOU CAN CHOOSE YOUR OWN DOCTOR

You are free to choose your own Medical Advisor or we can appoint an approved Medical Advisor to see you. You must, however, advise us of your admittance to Hospital or your intended early return to Malaysia based on medical advice. To guarantee cover you must follow set instructions from us or the Cover-More medical team.

If you do not get the medical treatment you expect, we can assist you but we and/or Cover-More and/or the Agent, are not liable for anything that results from that advice.

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 Certificate.

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 Takaful. Details of all applicable sub-limits are shown under each benefit section, in the Table of Benefits and/or the Certificate Benefits section.

A maximum limit of liability we accept resulting from any single claimable occurrence impacting more than one certificate or covered person will be an aggregate total of MYR 5,000,000.

WORDS WITH SPECIAL MEANING

Some words used in this Certificate 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.

“Certificate of Takaful” means the document we give you which confirms that we have issued a certificate to you and sets out the details of your certificate.

“covered person” means the person(s) whose name(s) are set out on your Certificate of Takaful and everyone else who is covered under your certificate.

“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 recognized 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.

“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 certificate 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.

“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.

“total 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.

“participant”, “certificate holder” means the individual who the certificate has been issued to, as stated in the Certificate of Takaful.

“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:

1. 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;
2. 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 certificate take up;
3. 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.

“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
- c) a holder of Malaysia Employment Pass and/ or Work Permit (which include his/her dependent(s) residing in Malaysia, and his/her name must either appear in the Certificate of Takaful or as otherwise agreed upon between the Participant 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.

“takaful” means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Persons Covered agree to assist each other financially in case of certain defined needs

“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 takaful.

“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 takaful operator of your takaful, Etiqa Takaful Berhad (266243D), 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 Takaful, and your travelling companion(s)/ dependant(s).

TAKAFUL BENEFITS

1. EMERGENCY MEDICAL AND DENTAL EXPENSES

1.1 WE WILL PAY

We will reimburse the reasonable medical or hospital expenses you incur until you return to Malaysia, if you injure yourself whilst on your journey.

- a) The medical or hospital expenses must have been incurred on the advice of a medical advisor.
- b) You must make every effort to keep your medical or hospital expenses to a minimum.
- c) If we determine that you should return home 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.

We will also pay the cost of:

- d) Emergency dental treatment due to an injury which the treating dentist certifies in writing is for the relief of sudden and acute pain, up to a maximum amount of MYR 1000 per person per journey.
- e) The treatment of an injury by a herbalist, acupuncturist, chiropractor and/or bonesetter up to a maximum of MYR 500 per accident.

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

1.2 WE WILL NOT PAY

We will not pay under this section:

- a) If you have not notified us as soon as possible of your admittance to hospital.
- b) If you have received treatment by a chiropractor, physiotherapist or unless approved by us.
- c) If you do not take our reasonable advice or that of any assistance company we appoint.
- d) For damage to dentures, dental prostheses, bridges or crowns.
- e) For any expenses relating to dental treatment involving the use of precious metals or for cosmetic dentistry.
- f) For any expenses arising from quarantine.
- g) For any expenses incurred outside Malaysia.
- h) For any treatment that can reasonably be delayed until you return to your home.
- i) For any treatment that you knew would be required prior to taking up the certificate.
- j) For regular treatment(s) or check-ups.
- k) If you suffer your injury or accident whilst riding a motorcycle.

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

2. EMERGENCY MEDICAL ASSISTANCE OR MEDICAL EVACUATION

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 Certificate Wording. We will not be liable if we are unable to offer any of the services listed below due to unforeseen and insurmountable events.

2.1 WE WILL PAY

We will arrange for the following assistance services if you injure yourself whilst on your journey:

- a) Access to a medical advisor for emergency medical treatment whilst travelling in Malaysia.
- b) Any urgent messages which need to be passed on to your family, relatives or employer in the case of an emergency.
- c) Provide any written guarantees for payment of reasonable expenses for emergency hospitalisation within Malaysia.
- d) Your medical transfer or evacuation if you must be transported to the nearest hospital for emergency medical treatment in Malaysia.
- e) We will arrange and pay for expenses for your return home if you are sick or injured, with appropriate medical supervision. The maximum amount we will pay for all repatriation and associated costs is as per the table of benefits for your relevant plan type.
- f) 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 documents are lost,
 - 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 certificate 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) 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 your medical evacuation from Malaysia to any other country.
- c) For any expenses due to any person being quarantined.
- d) For expenses incurred for donation of any body organ by you and costs of obtaining the organ including all costs incurred by the donor during organ transplant.

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

CONDITIONS OF PROVIDING ASSISTANCE

By using Cover-More, you accept that solely Cover-More's assistance department makes decisions and organisation of the appropriate and necessary assistance measures.

- a) Cover-More's decisions are taken solely in your medical interest.
- b) Cover-More doctors contact the local medical facilities and, if needed, your usual doctor to collect information allowing Cover-More to take the decisions best suited to your health condition.
- c) Any refusal on your part to comply in part or in full with the decisions taken by Cover-More means you exempt us from any liability concerning the consequences of such an initiative and you will then lose all rights under this certificate from the point you refused to comply with the decisions taken by Cover-More.
- d) Cover-More is entitled to the right to decide the means of evacuation and repatriation and the final destination according to your health condition and the treatment needed by you.
- e) The means of evacuation and repatriation assistance are based on Cover-More's opinion of your medical condition and will include the arrangement of necessary transportation vehicles, necessary medical escorts and any other medically necessary items, at the discretion of Cover-More. Necessary transportation vehicles can be air ambulance, road ambulance, commercial airline, railway or any other appropriate means.
- f) Expenses incurred in the repatriation of mortal remains include service and material fees for embalming, preservation, cremation, delivery and cinerary casket.
- g) Cover-More interventions are carried out under the national and international laws and regulations. Cover-More services are subject to the required authorisations by the relevant authorities.
- h) Cover-More and the Insurer cannot be held liable for delays in, or prevention of, the agreed services resulting from a case of force majeure or from events such as strikes, riots, civil commotion, restrictions to free circulation, sabotage, terrorist attacks, civil or foreign war, and any consequences of a source of radioactivity or of any other Act of God.
- i) You must transfer ownership of any transport tickets to Cover-More and you must undertake to send the unused transport tickets back to Cover-More or reimburse Cover-More with the amount recovered from the organisation having issued the transport tickets.
- j) Cover-More reserves the right to amend or upgrade the transport tickets in order to deliver the assistance detailed under this section. Any benefits will be transferred to us. Cover-More at its option will deduct the value of the unused transportation ticket from any claim amount payable to you.

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

3. HOSPITAL CONFINEMENT ALLOWANCE

3.1 WE WILL PAY

We will reimburse you the amount specified in the table of benefits for your relevant plan type for each day you are in hospital if you are hospitalised as an inpatient for more than 24 continuous hours due to an injury sustained within Malaysia.

The maximum amount we will pay for all claims combined under this certificate 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 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 under Section 1.

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

4. REPATRIATION OF MORTAL REMAINS

4.1 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.

4.2 WE WILL NOT PAY

We will not pay under this section:

- a) For any expenses relating to funeral services or cremation or bringing your remains back to Malaysia unless it has been first approved by us.
- b) For the transportation of your remains from Malaysia to any other country.
- c) For any expenses due to the covered person being quarantined.
- d) If you suffer your injury or accident whilst riding a motorcycle.

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

5. EMERGENCY TRAVEL AND ACCOMMODATION EXPENSES

5.1 WE WILL PAY

- a) If during your journey, you are injured and that injury requires emergency treatment from a medical advisor who certifies in writing that you are unfit to travel, we will pay your reasonable additional accommodation and travel expenses.
- b) If you are in hospital suffering from a serious injury, then we will pay the reasonable accommodation and travel expenses of your travelling companion.
- c) or a relative to travel to you, stay near you or escort you on the written advice of a medical advisor confirming that it is required.
- d) If your travelling companion cannot continue their journey while in Malaysia because of an injury which needs emergency treatment and a medical advisor certifies in writing that your travelling companion is unfit to travel, we will pay your reasonable additional accommodation and travel expenses for you to remain with your travelling companion for a reasonable period of time.)
- e) If during your journey, your travelling companion or a relative dies unexpectedly we will pay the reasonable additional cost of your return to your home in Malaysia.

You must utilise any possible pre-arranged return travel.

If you do not have a return ticket to your home in Malaysia then we will reduce the amount that we will pay by the price of that fare. We will only pay the cost of the fare class that you originally departed on, or had originally booked for your return.

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

5.2 WE WILL NOT PAY

We will not pay under this section:

- a) If you can claim the additional expenses from any other party.

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

6. COMPASSIONATE VISIT

6.1 WE WILL PAY

If, during your journey, you sustain bodily injury or sickness which results in confinement of more than 5 days in a hospital, we will pay you for the hotel accommodation and travel (economy return air travel) expenses necessarily incurred for one (1) relative or friend to visit and stay with you during your confinement as advised by a physician. The maximum amount we will pay for all claims combined under this certificate section is shown under the table of benefits for the plan that you have.

6.2 WE WILL NOT PAY

We will not pay under this section:

- a) If you can claim the additional expenses from any other party.

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

7. RETURN OF MINOR CHILDREN

7.1 WE WILL PAY

If you are confined in a hospital in Malaysia and there is no other adult to accompany the dependant child or children on their journey back to your home in Malaysia, we will pay your reasonable additional hotel accommodation and travel (economy air travel) expenses necessarily incurred for one (1) relative or friend to accompany your child/children back to your home in Malaysia.

You must first use any prepaid travel arrangements or adjust them accordingly. We will only pay the difference or any amendment fees. We will not pay more than the original ticket value.

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

7.2 WE WILL NOT PAY

We will not pay under this section:

- a) If you can claim the additional expenses from any other party.
- b) If you do not first attempt utilise prepaid travel arrangements.

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

8. ACCIDENTAL DEATH AND DISABLEMENT

8.1 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
- d) With our nomination form, and have received acknowledgement from us.
- e) 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 Meaning Certificate Definitions”) 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 adult covered person (18 to 70 years)
Capital Benefit: MYR 100,000
- ii. Amount per senior covered person (over 70 years)
Capital Benefit: MYR 50,000
- iii. Amount per child covered person (under 18 years)
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 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 certificate section is shown under the table of benefits for the plan that you have.

8.2 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.

9. LUGGAGE AND PERSONAL EFFECTS

9.1 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:
 - MYR 1,000 for portable personal computers, cameras, video cameras, golf equipment.
 - MYR 500 for any other single article.
 - MYR 500 for all other unspecified items, pair or related set of items.
- e) 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 certificate section is shown under the table of benefits for the plan that you have.

9.2 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.
- b) 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 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.
- e) 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.
- j) 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.
- l) 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).
- n) For loss relating to theft of cash or traveller's cheques.
- o) 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.

10. LOSS OF TRAVEL DOCUMENTS

10.1 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 other necessary travel documents when such loss occurred while you on your journey in Malaysia.

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 certificate 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) 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 of credit 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 reasons why we will not pay.

11. LUGGAGE DELAY

11.1 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 certificate section is shown under the table of benefits for the plan that you have.

11.2 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.

12. TRAVEL DELAY

12.1 WE WILL PAY

We will pay for each completed 5 consecutive hour period if a disruption to your journey 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 certificate section is shown under the table of benefits for the plan that you have.

12.2 WE WILL NOT PAY

We will not pay under this section:

- a) For costs caused by or relating to the insolvency of any transport, tour or accommodation provider.
- b) For any costs arising from strike or industrial action which began or was announced before the issue date of your certificate 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) If you are suitably compensated by the carrier by means of transport and accommodation.
- e) For portions of a delay that are less than 5 hours, following the initial 5 hour delay.
- 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 reasons why we will not pay.

13. COMMON CARRIER DELAY

13. WE WILL PAY

We will pay you for each completed 5 consecutive hour period, if whilst you are on a journey within Malaysia, the departure of the carrier in which you have arranged to travel is delayed, cancelled or rescheduled for at least 5 consecutive hours at any single location from the time specified in the itinerary supplied to you due to strikes or industrial action by the employees of the carrier.

The delay is calculated from the scheduled departure time of the carrier specified in the itinerary. We will pay one delay per return journey.

The delay must be verified in writing by the operators of the common carrier or their handling agent(s) as well as the number of hours delayed and the reason for delay.

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

13.2 WE WILL NOT PAY

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

- a) For portions of the misconnection that are less than 5 hours, following the initial 5 hour delay.
- b) 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.

14. TRAVEL MISCONNECTION

14.1 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 certificate section is shown under the table of benefits for the plan that you have.

14.2 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 certificate 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 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.

15. TRIP CANCELLATION

15.1 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:

- a) Death or injury or sickness of the covered person and/or the covered person’s relative and/or the covered person’s dependent children regardless of whether they are covered or not.
- b) Serious damage to your home from fire, flood typhoon or earthquake 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.

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

15.2 WE WILL NOT PAY

We will not pay under this section:

- a) If a tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour.
- b) If your cancellation is due to any transport, tour or accommodation provider, or travel or booking agent ceasing to carry on normal business operations for financial reasons or insolvency.
- c) If you, your travelling companion, or relative are quarantined.

- d) For costs associated with pregnancy or childbirth, and any injury or sickness associated with pregnancy or childbirth.
- e) For costs associated with the death, injury or sickness of any person who resides outside of Malaysia.
- f) If you were aware, before your certificate was issued, of any reason that may cause your journey to be cancelled, abandoned or shortened.
- g) 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.

16. TRIP CURTAILMENT

16.1 WE WILL PAY

If an interruption to your journey occurs due to the occurrence of any of the following events which result in you having to return directly to your home in Malaysia, we will pay the additional transport and accommodation costs for you to return to your home in Malaysia, and we will pay for any loss of transport and accommodation expenses paid in advance that are forfeited due to your return to your home in Malaysia. This must be the result of the following:

- a) An injury or sickness suffered by you resulting in you receiving advice from a medical advisor to return immediately to your home in Malaysia.
- b) Hijacking of the aircraft in which you are travelling as a passenger.
- c) A typhoon, earthquake, volcano eruption, or tsunami which prevents you from continuing with your scheduled journey.
- d) The unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond your control.

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

16.2 WE WILL NOT PAY

We will not pay under this section if:

- a) You were aware of any reason, before your period of cover commenced that may cause your journey to be rearranged.
- b) Your delay is due to any transport, tour or accommodation provider, or travel or booking agent ceasing to carry on normal business operations for financial reasons or insolvency.

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

17. HIJACKING

17.1 WE WILL PAY

We will reimburse you the amount specified in the table of benefits for your relevant plan type for each 5 hour period you are forcibly detained by hijackers on a means of public transport during your journey in Malaysia due to it being hijacked by persons using violence or threat of violence.

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

17.2 WE WILL NOT PAY

We will not pay under this section:

- a) For periods that are less than 5 hours, following the initial 5 hour period.

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

18 PERSONAL LIABILITY

18.1 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 certificate 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.

18.2 WE WILL NOT PAY

We will not pay under this section:

- a) For costs relating to bodily injury to you, your travelling companion, or to a relative or employee of either of you.
- b) For any damage to property belonging to you, or in your care 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.
- c) For any event arising out of the ownership, custody or use of any, aerial device, watercraft or mechanically propelled vehicle.
- d) For something arising out of the conduct of a business, profession or trade.

- e) For any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory takaful or insurance or compensation scheme or fund, or under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation.
- f) For any fine, penalty or aggravated, punitive or exemplary or liquidated damages.
- g) For costs relating to disease that is transmitted by you.
- h) For any relief or recovery other than monetary amounts.
- i) For 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 certificate. We will be liable only for the amount your liability exceeds the limits of cover under any other certificate.
- k) For assault and/or battery committed by you or at your direction.
- l) For 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, consent or connivance.
- m) Claims arising 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

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.
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 taking up the certificate, you were aware of something that would give rise to you making a claim under this certificate.
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.
9. 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 certificate (including delay of travel to the country or part of the country referred to in the warning).
11. 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, 4, 5, 6, 7, 8, 9, 10, 11 or 16 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 Covered Person participated directly or indirectly in such act or threat.
14. 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.
19. 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 certificate 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.

Medical

27. Your claim arises from, is related to, or associated with a pre-existing medical condition.
28. Your claim is in respect of travel booked or undertaken against the advice of any medical advisor.
29. Your claim arises directly or indirectly from any metastatic or terminal prognosis that was made prior to the certificate being issued.
30. Your claim arises directly or indirectly from any journey for the purposes of obtaining any form of treatment or any elective treatment that you choose to undertake.
31. Your claim arises out of pregnancy, childbirth, related complications or any medically assisted conception.
32. 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.
33. 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.
34. Your claim arises from or is in any way related to depression, anxiety, stress, mental or nervous conditions including addiction or withdrawal.
35. Your claim arises from or is any way related to suicide or attempted suicide.
36. 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).
37. 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.
38. 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.
39. Your claim arises from or is related to the death or hospitalisation of any person aged 85 years and over, not listed on the Certificate of Takaful, regardless of the country that they reside.
40. Your claim arises from or is any way connected to any elective medical, surgery or dental treatment.
41. Your claim involves the cost of preventative medication or preventative treatment including, but not limited to, vaccination or contraception.

CLAIMS

CLAIMS PROCESSING

We endeavor 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 COVERED 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.

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 certificate 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. 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 certificate for which you do not qualify, we will not pay the benefit and we will cancel the certificate. 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 certificate, 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 certificate 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 TAKAFUL/INSURANCE

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

SANCTION LIMITATION AND EXCLUSION CLAUSE

This Takaful certificate 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.

ARBITRATION

All differences arising out of the Takaful Certificate 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 Takaful that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

TAKAFUL AND SURPLUS DISTRIBUTION (ANNUAL CERTIFICATE)

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa Takaful Berhad (ETB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits ETB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and ETB to be paid a Wakalah Fee based on the following rates:

- Commission (maximum) 55% of Contribution
- Management expenses 20% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that ETB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit Malaysia Ten), the surplus is to be credited into a charity fund which will be utilized as 'amal jariah' on behalf of the Participant.

PROCEDURE FOR COMPLAINT TO OFS

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

Email: enquiry@ofs.org.my OR

Facsimile Number: +603 2272 1577 OR

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, the Claimant or Participant 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 Etiqa Takaful Berhad to the dispute of the Claimant or Participant.

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

Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa Takaful Berhad should they be dissatisfied with the outcome by the OFS.

PROCEDURE FOR COMPLAINT TO CSB

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

**Director, Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelelink@bnm.gov.my**

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 Insurance Berhad, Etiqa 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 Online 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: 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 Takaful Berhad (266243D).