

OVERSEAS STUDENT PERSONAL ACCIDENT INSURANCE POLICY
POLISI INSURANS KEMALANGAN DIRI PELAJAR LUAR NEGARA

INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.

BRANCH NETWORK / RANGKAIAN CAWANGAN

The Pacific Insurance Berhad

Co. Reg (New) 198201011878 (Old: 91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)

Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my

Website: www.pacificinsurance.com.my

**NORTHERN REGION
KAWASAN UTARA**

Alor Setar

No 15, Ground & First Floor,
Kompleks Perniagaan Long Island
Trade Centre,
Seberang Jalan Putra, Mergong,
05150 Alor Setar, Kedah
Tel : 04 - 732 4377
Fax : 04 - 731 5869

Penang

A-3-7 & 8, Vantage Desiran Tanjung
10470 Tanjung Tokong,
Penang
Tel : 04 - 893 1757
Fax : 04 - 893 1077

Ipoh

No 12 & 12A, Persiaran Greentown 1,
Pusat Perdagangan Greentown,
30450 Ipoh, Perak.
Tel : 05 - 241 9933
Fax : 05 - 241 9393

Taiping

31 Jalan Medan Taiping 2
Medan Taiping
34000 Taiping, Perak
Tel : 05 - 806 3388
Fax : 05 - 806 2666

**CENTRAL REGION
KAWASAN TENGAH**

Petaling Jaya

Wisma MCIS, Level B1 & Level 3A
Tower 2, Jalan Barat,
46200 Petaling Jaya,
Selangor.
Tel : 03 - 7453 8222
Fax : 03 - 7453 8111

Klang

No. 42, Pelangi Avenue,
Jalan Kelicap 42A/KU1,
41050 Klang, Selangor.
Tel : 03 - 3341 0115
Fax : 03 - 3341 0103

**EAST COAST
PANTAI TIMUR**

Kuantan

Ground Floor,
B36 Lorong Tun Ismail 11,
Jalan Tun Ismail 1,
25000 Kuantan, Pahang
Tel : 09 - 514 2882
Fax : 09 - 514 2953

**SOUTHERN REGION
KAWASAN SELATAN**

Seremban

Lot 2, Jalan Era Square 2,
Era Square,
70200 Seremban, Negeri Sembilan.
Tel : 06-767 5066
Fax : 06-767 5068

Melaka

Lot 20,
Jalan Kota Laksamana 3/14,
Pangsapuri Kota Laksamana,
75200 Melaka
Tel : 06 - 288 8710
Fax : 06 - 288 8721

Johor Bahru

G-01-07, Komersial Southkey Mozek,
Persiaran Southkey 1, Kota Southkey,
80150 Jphor Bahru, Johor.
Tel : 07 - 338 3365
Fax : 07 - 336 4441

**EAST MALAYSIA
MALAYSIA TIMUR**

Kota Kinabalu

Unit B-0-5, Ground Floor,
Blok B, Karamuning Capital,
88300, Kota Kinabalu, Sabah
Tel : 088 - 233 292
Fax : 088 - 232 195

Kuching

C149 & C249, Ground Floor & First Floor,
L2116, 4422, 7029 & 7030,
Jalan Pending, Icom Square Block C,
93450 Kuching, Sarawak.
Tel : 082 - 552 421
Fax : 082 - 552 402

IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

COMPLAINTS PROCEDURES

Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Fax: +603-2633 8998
E-mail: customerservice@pacificinsurance.com.my

Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Director
Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10992
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: +603-2174 1515
Email: bnmtelelink@bnm.gov.my
- (b) Ombudsman for Financial Services (OFS)
(Formerly known as Financial Mediation Bureau)
Level 14, Main Block
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811 Fax: +603-2272 1577
Email: enquiry@ofs.org.my
(For claims matters only)

NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau perubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang perubahan atau pindaan, sila beritahu kami dengan segera untuk pembedulan yang sewajarnya.

PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera dibelakang) untuk melayan keperluan anda.

TATACARA ADUAN

Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari lamansesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Faks: +603-2633 8998
Emel: customerservice@pacificinsurance.com.my

Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan. Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Pengarah
Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10992
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: +603-2174 1515
Emel: bnmtelelink@bnm.gov.my
- (b) Ombudsman Perkhidmatan Kewangan (OPK)
(Dahulu dikenali sebagai Biro Pengantaraan Kewangan)
Tingkat 14, Blok Utama
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811 Faks: +603-2272 1577
Emel: enquiry@ofs.org.my
(Berkenaan hal-hal tuntutan sahaja)

STAMP
DUTY
PAID

OVERSEAS STUDENT PERSONAL ACCIDENT INSURANCE POLICY

Consumer Insurance Contracts

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply. This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

You, the **Insured Person** as a **current or prospective Student** studying **Overseas**, have applied for the insurance shown here and made a proposal and declaration which shall form part of this contract. In consideration of the payment of premium payable under this **Policy**, **The Pacific Insurance Berhad (We, Us)** shall, subject to the terms, conditions and exclusions shown here:

- (i) pay the Benefits to **Insured Person**, or **Insured Person's Parent** or legal guardian where **Insured Person** is incompetent to contract; or
- (ii) pay the Benefits to **Insured Person's** legal personal representative or Nominee(s), if the Insured Person passed away;

following the events as described in this **Policy** which happen during the **Period Of Insurance**. In order for any Benefit under this **Policy** to be payable by **Us**, the **Insured Person** must keep to all the terms, conditions and exclusions shown in this Policy or in any **Endorsement/Extension/Add-On** to this Policy.

PART A: DEFINITIONS

In this **Policy**, each of the following terms set out below shall have the following meanings:

Accident/Accidental shall mean a sudden, unintentional, unexpected and specific event that happens at an identifiable time and place.

Act of Terrorism shall mean an act, including but not limited to the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization or government(s) which is committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **Act of Terrorism**. **Act of Terrorism** also include any act, which is verified or recognized by the (relevant) government as an **Act of Terrorism**

Age shall mean the **Insured Person's** or any person's age as on last birthday.

Acquired Immune Deficiency Syndrome or AIDS shall have the meaning assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any such disease or **Illness** in the presence of a zero-positive test for HIV.

Baggage means accompanied bags, luggage and **Personal Effects** that are owned by the **Insured Person**.

Biological Agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause **illness** and/or death in humans, animals or plants.

Chemical Agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Common Carrier shall mean any land or water conveyance, or any fixed-wing aircraft operated by an airline, duly licensed for regular transportation of fare paying passengers, and operating on fixed routes and schedules. It does not mean taxis, cruises or any such conveyance if chartered or arranged as part of a tour, even if such services are regularly scheduled.

Customary Short Rates

<u>Period Not Exceeding</u>	<u>Percentage (%) of Rate Charged (or Percentage (%) of Annual Rate)</u>
15 days	10%
1 month	20%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
10 months	90%
11 months	95%
12 months	100%

Doctor/Physician/Surgeon shall mean a registered medical practitioner qualified and licensed to practice western medicine. In providing treatment, they must be practicing within the scope of their licensing and training in the geographical area of practice. This person cannot be **You**, the **Insured Person**, or the **Insured Person's Immediate Family Member**.

Endorsement/Extension/Add-On shall mean a written alteration to the terms, conditions and limitations of this **Policy** which is shown on the **Policy Schedule**.

Home Country shall mean the Country of which the **Insured Person** holds a passport. If the **Insured Person** holds more than one passport, the **Home Country** will be taken to mean the Country declared on the Proposal Form under the heading "Nationality".

Hospital shall mean a legal institution that operates mainly and holds a valid license (if required by law) for the care and treatment of sick and injured people, and which:

- (a). is under the supervision of and has a staff of at least one **Doctor, Physician or Surgeon**;
- (b). provides 24-hour nursing services by registered and graduate nurses with at least one registered professional nurse on duty at all times;

- (c). have organized facilities for diagnosis and major surgery; and
- (d). is not mainly a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the elderly, or a similar establishment.

Hospitalized/ Hospitalisation shall mean a continuous confinement of at least six hours in a **Hospital** and a room-and-board charge made by the **Hospital** in connection with the confinement.

Immediate Family Member shall mean the **Insured Person's** immediate family i.e. spouse, children including legally adopted children, **Parents**, parents-in-law, grandparent(s), brother(s) and sister(s).

Injury shall mean physical bodily Injury caused by an **Accident** solely and independently of any other causes within 365 days from the date of an **Accident**.

Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.

Loss of Hearing shall mean permanent total irrecoverable inability to hear.

Loss of Sight shall mean permanent total irrecoverable loss of sight of the eyes.

Loss of Speech shall mean permanent total irrecoverable inability to communicate verbally.

Loss of Use shall mean having permanent total irrecoverable inability to function and is treated like total loss of the member.

Medical Expenses shall mean the necessary and reasonable expenses incurred within 365 days of sustaining **Injury** and paid by **You** to a **Doctor, Hospital** and/or service for medical, surgical, X-ray or nursing treatment including the cost of medical supplies and ambulance hire. All treatment and services including medicines must be customary for the treatment of the condition the **Insured Person** have and cannot be experimental or elective.

Mountaineering shall mean the ascent or descent of a mountain ordinarily necessitating the use of ropes or guides or specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

Natural Disasters shall mean extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornados), fires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned above.

Nuclear, Chemical, and Biological Terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous **Chemical Agent** and/or **Biological Agent** while this Policy is in force by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, or ideological purpose or reasons including the intention to influence any government and/or to put the public, or *any* section of the public, in fear.

Overseas shall mean beyond the territorial limits of Malaysia and not the **Insured Person's Home Country**.

Parent/s shall mean the **Insured Person's** biological parents, step-parents or legal adoptive parents named in the **Policy Schedule**.

Permanent Disablement/Disability shall mean the severance and/or the **Loss of Use** of the member.

Personal Effects means wearing apparel, toiletries, jewellery, watches, furs, cameras, photographic and video equipment, binoculars, musical instruments (other than pianos and organs), sporting equipment, portable radios, cassette, record or compact disc players, compact discs, cassettes, tapes and books belonging to the **Insured Person**.

Physiotherapy treatments shall mean any form of the following: physical or mechanical therapy; diathermy; ultrasonic therapy; heat treatment in any form; manipulation or massage administered by a **Doctor**.

Policy shall mean this agreement, proposal form, enrolment form, any **Endorsement/Extension/Add On** and **Policy Schedule** attached to it, any amendment **We** have signed and the application/proposal/declaration the **Insured Person** made. The **Policy** shall be the contract between **You** and **Us**.

Policy Schedule / Schedule shall mean the document issued as proof of insurance which gives details such as, but not limited to, **Insured Person(s)**, **Period of Insurance**, Benefits, premiums, limits of liability, Deductibles, attached to and forming part of the **Policy** and duly signed by **Us**.

Period of Insurance shall mean the period from the date of **Policy** inception to the date the **Policy** expire as stated in the **Policy Schedule**.

Pre-existing Condition shall mean conditions, **illnesses** or injuries that the **Insured Person** has reasonable knowledge of before this **Policy** came into force. The **Insured Person** shall be considered to have reasonable knowledge of a **Pre-existing Condition** where the condition, **illness** or **Injury** is one which:

- (a). the **Insured Person** had received or is receiving treatment;
- (b). medical advice, diagnosis, care or treatment has been recommended;
- (c). clear and distinct symptoms are or were evident; or
- (d). its existence would have been apparent to a reasonable person in the circumstances.

Professional shall mean any sport or activity or occupation for which the **Insured Person** receive, as a result of the **Insured Person's** direct participation in it any fee or financial reward which is the **Insured Person's** primary source of income.

Public Transport shall mean a method of licensed transport available to the general public that carries passengers from one place to another as its main purpose. It is not **Public Transport**, if in **Our** opinion, the main purpose is for the leisure or entertainment of its passengers while they are on board.

School shall mean any licensed and registered government or private educational institution for higher education, which may include high school, college, university or any institute of higher learning.

Serious Medical Condition shall mean a condition which in **Our** opinion or **Our** authorized representatives' opinion constitutes a serious or life-threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment in order to avoid death or serious impairment to the **Insured Person's** immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the **Insured Person's** geographical location, and the local availability of appropriate medical care or facilities.

Sickness shall mean any noticeable change in the **Insured Person's** physical health due to a medical condition contracted, commencing or manifesting while travelling or residing **Overseas** as a **Student** during the **Period Of Insurance** in which the **Insured Person** seek the care of a **Doctor** to treat the **Sickness** for which the claim is made provided the **Sickness** is not a **Pre-existing Condition** and the nature of the **Sickness** is not excluded from this **Policy**.

Student shall mean the **Insured Person** being enrolled to study at a **School Overseas**.

Sum Insured shall mean the amount the **Insured Person** is insured as shown on the **Schedule**. This shall include the Benefits enjoyed by the **Insured Person**.

Terminal Sickness shall mean that the **Insured Person** or **Immediate Family Member** must be suffering from a condition, which in the opinion of a **Doctor** is highly likely to lead to death within twelve (12) months of its diagnosis.

Total Paralysis shall mean permanent total paralysis from the neck downwards (quadriplegia).

Travel Assistance Company shall mean Asia Assistance Network (M) Sdn Bhd, Malaysia, a travel assistance company, contracted by **Us**, which comprises of a worldwide team of medical professionals and insurance specialists who are available twenty-four (24) hours a day for advice and assistance during medical emergencies and any associated problems faced by the **Insured Person** outside the **Insured Person's Home Country** or **Overseas**.

Trip shall mean an **Overseas** journey undertaken by the **Insured Person** with a **Common Carrier**.

You/Your/Yours/ Insured person(s) shall mean the Policyholder or any person insured under the **Policy** as listed in the **Policy Schedule**.

War shall mean war and any war like activities, whether declared or not, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means **The Pacific Insurance Berhad**.

PART B: BENEFITS

SECTION 1: ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

We shall pay the **Insured Person** the **Sum Insured** in the **Policy Schedule** based on the Percentage Of **Sum Insured** in the TABLE OF BENEFITS shown below if the **Insured Person** suffers death or **Permanent Disablement** from an **Injury** in an **Accident** during the **Period Of Insurance**.

TABLE OF BENEFITS		
NO.	BENEFITS	PERCENTAGE OF SUM INSURED/ REDUCED SUM INSURED
1.	Death	100%
2.	Permanent Disability/Disablement	
(i)	Loss of two limbs	100%
(ii)	Loss of both hands, or of all fingers and both thumbs	100%
(iii)	Loss of Sight of both eyes	100%
(iv)	Total Paralysis	100%
(v)	Total Permanent Disability	100%
(vi)	Loss of arm at shoulder	100%
(vii)	Loss of arm between shoulder and elbow	100%
(viii)	Loss of arm at elbow	100%
(ix)	Loss of arm between elbow and wrist	100%
(x)	Loss of hand at wrist	100%
(xi)	Loss of leg:	
	- at hip	100%
	- between knee and hip	100%
	- between knee and ankle	100%
(xii)	Eye: Loss of	
	- whole eye	100%
	- all sight in one eye	100%
	- all sight in one eye except perception of light	50%
	- lens of one eye	50%
(xiii)	Loss of four fingers and thumb of one hand	50%
(xiv)	Loss of four fingers	40%
(xv)	Loss of thumb:	
	- both phalanges	25%

	- one phalanx	10%
(xvi)	Loss of index finger:	
	- three phalanges	12%
	- two phalanges	8%
	- one phalanx	4%
(xvii)	Loss of middle finger:	
	- three phalanges	8%
	- two phalanges	4%
	- one phalanx	2%
(xviii)	Loss of ring finger:	6%
	- three phalanges	
	- two phalanges	4%
	- one phalanx	2%
(xix)	Loss of little finger:	
	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
(xx)	Loss of metacarpals:	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
(xxi)	Loss of toes:	
	-all	18%
	- great, both phalanges	6%
	- great, one phalanx	3%
	- other toe (each)	2%
(xxii)	Fractured leg or patella with established non-union	10%
(xxiii)	Shortening of leg by at least 2.5cm	8%
(xxiv)	Loss of Hearing:	
	- both ears	75%
	- one ear	15%
(xxv)	Loss of Speech	50%

PROVISO

- (1). **We** will not pay the benefits unless the **Insured Person** immediately obtain and comply with proper medical advice from a **Doctor** as soon as possible after sustaining the **Injury** from an **Accident**.
- (2). If the **Injury** is not specified in the TABLE OF BENEFITS above, **We** reserve the right to use a percentage of disability from the scale shown in the TABLE OF BENEFITS above that is closest to the Injury.
- (3). In so far as this coverage is concerned, the total of all Percentage Of **Sum Insured** payable for any one **Accident** to the **Insured Person** shall not exceed 100%.
- (4). If **We** have paid 100% of the Percentage of **Sum Insured**, all proportions under this Section will end and **We** shall not pay any further Benefits.
- (5). If the **Injury** is smaller than 100%, it shall reduce the **Sum Insured** for the **Insured Person** by that amount. If this applies, any Benefits for subsequent **Injury** shall be based on this reduced **Sum Insured**.

SPECIAL PROVISIONS

1. Exposure

Benefits shown are payable if as a result of an **Accident**, the **Insured Person** are unavoidably exposed to the natural elements and suffer death or **Permanent Disablement**.

2. Disappearance

If the **Insured Person** had disappears during the **Period of Insurance**, and the **Insured Person's** body is not found within one year after the **Insured Person's** disappearance, and sufficient evidence is produced to satisfy **Us** to

conclude that the **Insured Person** had sustained an **Accidental Injury** causing the **Insured Person** death, **We** shall pay the death benefit under this insurance provided that the person(s) to whom such sum is paid shall sign an undertaking to refund that sum to **Us** if the **Insured Person** is subsequently found to be living.

3. Motorcycling

This **Policy** is extended to cover the **Insured Person** for death or **Permanent Disablement** due to **Accident** as a result of motor cycling whether as a rider or pillion provided that this **Extension** shall not apply whilst the **Insured Person** are taking part in any motor sports, rallies, competitions, speed testing and/or reliability trials.

4. Amateur Sports Activities

This **Policy** is extended to cover the **Insured Person** for death or **Permanent Disablement** resulting from engaging in indoor or outdoor sports as amateur, provided always that this **Extension** does not apply to any **Accidents** from any kind of hazardous or extreme sports .

SPECIFIC EXCLUSIONS

In addition to the **GENERAL EXCLUSIONS** in this **Policy**, **We** will not pay the benefits under this Section for any event directly or indirectly caused by or resulting from or traceable to:

1. any form or type of disease, **Illness**, **Sickness**, pathogenic (viruses, bacteria, fungi, protozoa, parasite or worms) attack or infection, pandemic outbreak, medical disorder, **Pre-Existing Condition**, physical or mental defect or infirmity, childbirth miscarriage pregnancy, or any complications thereof.

SECTION 1.1: DOUBLE INDEMNITY

We shall pay the **Insured Person** double the Principal **Sum Insured** or the Reduced **Sum Insured** in the **Policy Schedule** based on the Percentage Of **Sum Insured** in the TABLE OF BENEFITS (but excluding any Renewal Bonus) if the **Insured Person** suffers death or **Permanent Disablement** from an **Injury** in an **Accident**.

Provided that the **Accident** must happen during the **Period Of Insurance** and while the **Insured Person** is travelling as a fare-paying passengers on any mode of **Public Transport** (including licensed **School** buses).

SECTION 1.2: RENEWAL BONUS

Upon continuous renewal of this insurance, the Principal **Sum Insured** for SECTION 1: ACCIDENTAL DEATH AND PERMANENT DISABLEMENT (PERSONAL ACCIDENT) shall be increased by 10% per annum up to a maximum of 50% of the Principal **Sum Insured** regardless of any claims made other than for claims made on death or **Permanent Disablement**. This benefit is only applicable under **Our** annual **Policy**.

SECTION 2: EMERGENCY MEDICAL EVACUATION & REPATRATION

MEDICAL EVACUATION

If the **Insured Person** suffer a **Serious Medical Condition** as the result of **Injury** or **Sickness** while the **Insured person** is **Overseas** during the **Period of Insurance**; and if in **Our** opinion or in the opinion of **Our Travel Assistance Company**, it is judged medically appropriate to move the **Insured person** to another location approved by **Us** or to return the **Insured person** to Malaysia for medical treatment, **Our Travel Assistance Company**, will arrange for the evacuation, based on the medical severity of the **Insured person's** condition. **We** will pay the **Travel Assistance Company** directly for the covered expenses for such evacuation, up to the amount specified in the **Policy Schedule**.

The means of evacuation arranged by the **Travel Assistance Company** may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by **Travel Assistance Company**, and will be based solely on medical necessity.

Covered expenses are expenses for services provided and/or arranged by **Travel Assistance Company** for the **Insured person's** transportation and shall include medical services and medical supplies necessarily incurred as a result of the emergency medical evacuation.

REPATRIATION

If the **Insured Person** suffers death as the result of **Injury** or **Sickness** while the **Insured person** is **Overseas** during the **Period of Insurance**, the **Travel Assistance Company** will make the necessary arrangements for the return of the **Insured Person's** mortal remains to Malaysia.

We will also pay the associated reasonable expenses necessarily incurred **Overseas** for services and supplies provided by the mortician or undertaker, including but not limited to the cost of a basic casket, embalment and cremation if so elected. This will not include expenses related to religious ceremony or rites.

We will pay the **Travel Assistant Company** directly for the covered expenses for such repatriation, up to the relevant Benefit amount specified in the **Policy Schedule**.

All arrangements for the repatriation must be approved and arranged through **Us** or **Our Travel Assistance Company** unless making such arrangements through **Our Travel Assistance Company** was not possible in the circumstances due to reasons beyond the **Insured Person's** estate's control and any alternative arrangements are deemed reasonable by **Us**.

SPECIFIC EXCLUSION:

In addition to the **GENERAL EXCLUSIONS** listed under this **Policy**, **We** will not pay the benefits under this Section for any event directly or indirectly caused by or resulting from or traceable to:

- (a). Any of the **Insured Person's Pre-Existing Condition**;
- (b). Any emergency medical evacuation, repatriation or cost not approved in advance and in writing, and/or not arranged by **Our Travel Assistance Company** or **Us**. This exclusion shall not apply to Emergency Medical Evacuation from remote or primitive areas, which **We** or **Our Travel Assistance Company** cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the **Insured Person**;
- (c). Any emergency occurring when the **Insured Person** are at the **Insured Person's Home Country**;
- (d). Any expense where the **Insured Person** are not suffering from a **Serious Medical Condition**;
- (e). Any treatment or expenses related to childbirth, miscarriage or pregnancy unless unexpected vital complications which endanger the life of the mother and/or unborn child but, in no circumstances beyond the seventh month of pregnancy;
- (f). Any expense incurred for mental illness or psychiatric disorder or for pure emotional distress;
- (g). Any treatment performed or ordered by a non-registered practitioner not in accordance with standard medical practice as defined in the country of treatment;
- (h). The cost of burial in the **Insured Person's Home Country**;
- (i). Any financial or consequential loss to the **Insured Person** resulting from the use of any service providers, or delay in the transmission of emergency message or information provided by **Us** or **Our Travel Assist Company**;
- (j). Loss due to the negligence or wilful act or omission of any medical facility or medical professional which **We** or **Our Travel Assistance Company** provides details of in the course of providing services;
- (k). Decisions made by any **Doctors** in relation to the need for particular medical services which is based on incorrect or inaccurate information about the **Insured Person's** condition or available facilities;
- (l). Not providing medical care services and/or evacuation services to the **Insured Person** if the **Insured Person** have contagious airborne pathogens, or evaluated for, or on an organ transplant list or any conditions related to that transplant;

- (m). Any expenses incurred for services provided by another party for which the **Insured person** is not liable to pay, or any expenses already included in the cost of a scheduled **Overseas Trip**, including but not limited to the unutilized portion of the return air ticket for the scheduled **Overseas Trip**; and/or
- (n). Any expenses for a service not approved and arranged by **Travel Assistance Company**, unless **We** decide that such expenses were necessarily incurred and for reasons beyond the **Insured Person's** control, and that **Travel Assistance Company** could not be contacted during the emergency. In any event, **We** reserve the right to reimburse the **Insured Person** only for those expenses incurred for services which the **Travel Assistance Company** would have provided under the same circumstances and up to the limit specified in the **Policy Schedule**.
- (o). any expenses incurred for the transportation of the **Insured Person's** remains not approved nor arranged by **Travel Assistance Company**.

SPECIFIC CONDITIONS

1. The **Insured Person** shall take all reasonable precautions to prevent and minimize any **Accident, Injury, Illness, death** or expenses.
2. Neither **We** nor **Our Travel Assist Company** will be responsible for providing medical diagnosis or treatment to the **Insured Person**.
3. All decisions made in respect of the best available means of mode of transfer and the final destination of evacuation/repatriation will be made by **Us, Our Travel Assist Company** or Third Party Provider based upon medical necessity whereby the means of evacuation/repatriation include, but not restricted to the assignment of a doctor and/or nurse to accompany the **Insured Person**, air ambulance, regular air transportation, rail, road and any other appropriate means.
4. Neither **We** nor **Our Travel Assist Company** shall be responsible for any consequences, liabilities, costs and expenses incurred arising from the **Insured Person's** refusal to accept **Our** or **Our Travel Assist Company's** or **Ours** or their Third Party Provider's decision or advice.

SECTION 3: CANCELLATION PRIOR TO DEPARTURE

We will pay the **Insured Person** for the pre-paid **School**/tuition fee which is not liable to refund from the **School** if the **Insured Person's Overseas Trip** to attend **School** is unavoidably cancelled before the time of departure in the event of the following:

- (a). cancellation due to the **Insured Person's** death or death of any of the **Insured Person's Immediate Family Member**; or
- (b). cancellation due to the **Insured Person's Hospitalisation** or any of **Insured Person's Immediate Family Member** in a **Hospital** arising from **Injury** or **Terminal Sickness**.

Subject to any such payment be limited to fifty percentage (50%) of the non-refundable **School**/tuition fee up to a maximum limit as stated in the **Policy Schedule**.

SPECIFIC EXCLUSIONS:

In addition to the General Exclusions of this **Policy**, **We** will not pay the benefits under this Section for any occurrence directly or indirectly caused by or resulting from or traceable to:

- (a). any other losses apart from what was stated as reimbursable fees or any other losses prior to the date of purchase of this insurance;
- (b). death or **Hospitalisation** from any **Pre-Existing Conditions**.

SPECIFIC CONDITIONS:

- (a). When making a claim under this Section of the **Policy**, the **Insured Person** must submit the original invoices for tuition issued by the **School**, and
- (b). Any sum payable under this Section will be based on such original invoices.

SECTION 4: MEDICAL EXPENSES

In the event of an **Injury** or **Sickness** occurring while the **Insured Person** is **Overseas** during the **Period of Insurance**, **We** will reimburse the **Insured Person** the cost of **Medical Expenses** up to the amount stated in the **Policy Schedule** for **Injury** or **Sickness** incurred within the **Period of Insurance** for the following: -

- (1). The services of a medical **Doctor**;
- (2). During **Hospitalization** a daily room and board charge and general nursing care provided and charged by the **Hospital** for the **Insured Person** as a patient;
- (3). Anesthetics used during in-patient surgery (including administration);
- (4). Pre-admission Diagnostic and Lab tests, x-ray examinations, Cat-scans and Magnetic resonance imaging (MRI);
- (5). Prescription Drugs and therapeutic services and supplies;
- (6). Surgical treatment and use of operating room;
- (7). **Physiotherapy** treatments; and
- (8). Dental treatment resulting from **Injury** sustained to sound natural teeth, subject to dental sub-limit as shown in the **Policy Schedule** of liability, if any.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS listed in this **Policy** this Section shall not cover:

- (a). Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof; or
- (b). Medical expenses covered under any workers' compensation or similar policy; or
- (c). Any chiropractic treatment or acupuncture treatment; or
- (d). Treatment for common flu, cold and cough; or
- (e). **Pre-Existing Condition**, physical or mental defect or infirmity, childbirth miscarriage pregnancy, or any complications thereof.

SPECIFIC CONDITIONS:

- (a). When making a claim under this Section of the **Policy**, the **Insured Person** must submit the original invoices for the Medical Expenses incurred, and
- (b). Any sum payable under this Section will be based on such original invoices.

SECTION 5: PERSONAL LIABILITY

We will indemnify the **Insured Person**, up to the limit specified in the **Policy Schedule**, for legal liability to a third party in respect of:

- (a). death or **Injury** to any third party; or
 - (b). loss of or damage to property of any third party;
- arising from an Accident caused by the Insured Person and occurring during the **Period of Insurance** while the **Insured Person** is **Overseas**.

SPECIFIC EXCLUSIONS

In addition to the GENERAL EXCLUSIONS listed in this **Policy**, **We** will not be liable for:

- (a). Property belonging to a member of the **Insured Person's** family or employer or deemed by law to be the **Insured Person's** employee;
- (b). liability to any person who is a member of the **Insured Person's** family or employer or deemed by law to be the **Insured Person's** employee;
- (c). property belonging to the **Insured Person** or in the **Insured Person's** care, custody or control;
- (d). any liability assumed under contract;
- (e). liability arising directly or indirectly from, in respect of, or due to the **Insured Person's** wilful, malicious or unlawful acts;

- (f). liability arising directly or indirectly from, in respect of, or due to the ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- (g). liability arising directly or indirectly from, in respect of, or due to ownership or occupation of land or buildings (other than occupation only of any temporary residence);
- (h). liability arising directly or indirectly from, in respect of, or due to the undertaking or pursuit of any trade, business or profession;
- (i). liability arising directly or indirectly from, in respect of, or due to any criminal acts;
- (j). legal costs resulting from any criminal proceedings;
- (k). the **Insured Person's** participation in any motor rallies, or car, motorcycle, boat or aerial racing;
- (l). judgement from **Overseas** courts which are not enforceable in Malaysia;
- (m). punitive, aggravated or exemplary damages;
- (n). liability arising from participating in any contact sports;

SPECIFIC CONDITIONS

The **Insured Person** must give written notice to **Us** of any:

- (i) **Accident**;
- (ii) Claim;
- (iii) Impending Prosecution; or
- (iv) Proceedings;

immediately the same comes to the knowledge of the **Insured Person** or the **Insured Person's** representative and must forward to **Us** immediately upon receipt every written or verbal notice of claim or information and all other matters relating to the **Accident** claim impending prosecution or proceedings.

- (a). As a condition precedent to **Our** liability, the **Insured Person** must not make any offer or promise of payment or admit any liability or fault to any other party, or become involved in any litigation without **Our** written approval.
- (b). In the case of any claim, **We** may at any time pay to the **Insured Person** the Limit of Liability or any smaller sum for which the claim or claims arising from such **Accident** can be settled and **We** shall thereafter be under no further liability in respect of such **Accident**.

SECTION 6: BAGGAGE AND PERSONAL EFFECTS

Where the **Insured Person's Baggage or Personal Effects** is lost due to theft or misdirection during the **Period of Insurance** while in the care, custody or control of a **Common Carrier**, when the **Insured Person** is a fare-paying passenger with that **Common Carrier** during the **Period of Insurance**, **We** will indemnify the **Insured Person** for loss or damage of such **Baggage** or Personal Effects up to the amount stated in the **Policy Schedule**.

LIMIT

The amount payable under this Benefit and the sub-limit for any one item or pair or set of items in respect of any one **Period of Insurance** are set out in the **Policy Schedule**.

SPECIFIC CONDITIONS

- (a). When the **Insured Person** discovers the loss the **Insured Person** must write to the **Common Carrier** and/or its representative to tell them of the loss within 24 hours or the time limit set out in the **Common Carrier's** conditions of carriage, and lodge a police report.
- (b). Claims that result from the **Insured Person** losing the **Insured Person's Baggage** and Personal effects or it being damaged while being held by a **Common Carrier** should be made to the **Common Carrier** first. Any payment under this **Add-On** shall be made upon proof of compensation received from the **Common Carrier** or where such compensation is denied, proof of such denial.
- (c). When making a claim under this Benefit, the **Insured Person** must submit proof that the loss was notified to the **Common Carrier** and police.

- (d). All claim settlements will be subject to due allowance for wear and tear and depreciation. Depreciation may not be applied to electronic items that are purchased less than 1 year from the date of the incident if the **Insured Person** can produce supporting documents (i.e. original receipts or original warranty cards) for claims.
- (e). The indemnity under this Benefit is only payable in excess of any sum paid or payable by the **Common Carrier**.
- (f). The indemnity under this Benefit is only payable in excess of any sum claimable under any other policy of insurance.

SPECIFIC EXCLUSIONS:

In addition to the GENERAL EXCLUSIONS listed in this **Policy**, this Section does not cover any loss, in whole or in part of:

- (a). Cash, bank notes, currency notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, or travel tickets;
- (b). Pets, animals, birds, or fish;
- (c). Automobiles or automobile equipment, boats, motors, trailers, motorcycles, or other conveyances or their attachments (except bicycles while checked in as **Baggage** with the **Common Carrier**);
- (d). Household furniture and effects;
- (e). Eyeglasses or contact lenses, or related items;
- (f). Artificial teeth or dental bridges;
- (g). Hearing aids and mobile electronic devices including electronic/digital data stored;
- (h). Prosthetic limbs;
- (i). Any forms of tickets or any document;
- (j). Perishables and consumables;
- (k). Loss due to delay, confiscation or detention by Customs or other Officials or Authorities, or loss or damage arising from wear or tear, moth, vermin, atmospheric or climatic conditions, deterioration or depreciation or in connection with any process of cleaning, dyeing or repairing;
- (l). Loss of property when in transit as unaccompanied **Baggage** shipped under a Bill of Lading/ Parcel Receipt, Air Waybill or similar document;
- (m). Mysterious disappearance.

SECTION 7: PERSONAL MONEY

If as a result of robbery, burglary, theft or **Natural Disasters** occurring during the **Period of Insurance** the **Insured Person** experience a loss of cash, travelers’ cheques or banknotes which were on the **Insured Person**, or properly secured in a locked safe or strongroom or under the **Insured Person’s** active supervision when the event occurs while studying **Overseas**, **We** will pay for the actual loss up to the amount mentioned in the **Policy Schedule**, provided that such loss is reported to the police or relevant authority having jurisdiction at the place of the loss no later than 24-hours after the incident. Any claim must be accompanied by written documentation from the police or such other authorities.

SPECIFIC EXCLUSIONS

In addition to the General Exclusions listed in this **Policy**, **We** will not pay for any shortage due to exchange rate or depreciation in value, and for loss of travelers’ cheques not immediately reported to the local branch or agent of the issuing authority.

SECTION 8: LOSS OF SPONSORSHIP PROTECTION/ EDUCATION ALLOWANCE

We shall pay the Education Allowance up to the amount shown in the **Policy Schedule** if the **Insured Person’s Parent** who is sponsoring the **Insured Person’s** education **Overseas** suffers death or **Total Paralysis** from an **Injury** due to **Accident**, or loss of two limbs that happens within 12 calendar months of the **Accident**, occurring during the **Period of Insurance**. If payable, **We** shall pay this Benefit to:

- (a). the estate of the deceased **Parent**, in the event of the **Parent’s Accidental** death; or

- (b). the **Parent**, in the event of the **Parent's Total Paralysis** or loss of two limbs;

provided that, if the death, **Total Paralysis** and/or loss of two limbs happens to both **Parents**, **We** will only pay for one **Parent**, and only for the first event. The total amount **We** shall pay under this Section shall not be more than the amount specified in the **Policy Schedule**, if both Parents suffered death, Total Paralysis and/or loss of both limbs arising from one event.

SECTION 9: STUDY INTERRUPTION

Where the **Insured Person** is prevented from continuing the **Insured Person's** studies at the **School** for the remainder of a semester in respect of which **School** or Tuition fees has been paid because of:

- (a). The **Insured Person's Hospitalisation** for more than one consecutive month due to an **Injury** covered by this **Policy**;
- (b). the **Terminal Sickness** of the **Insured Person**;
- (c). the repatriation of the **Insured Person** carried out by **Our Travel Assistance Company** in accordance with this **Policy**, or
- (d). the death of an **Immediate Family Member**;

during the **Period of Insurance**, **We** will reimburse the **Insured Person** for that part of the **School** or Tuition fees attributable to the said remaining period which the **School** has not and is not liable to refund.

LIMIT

The amount payable under this Section in respect of any one **Period of Insurance** is specified in the **Policy Schedule**.

SPECIFIC CONDITIONS:

1. When making a claim under this Section, the **Insured Person** must submit the original invoices for **School** or Tuition fees issued by the **School**; and
2. Any sum payable under this Section will be based on such original invoices.

SPECIFIC EXCLUSIONS:

In addition to the **GENERAL EXCLUSIONS** listed in this **Policy**, **We** will not be liable for any loss directly or indirectly caused by or resulting from or traceable to:

- (a). pregnancy/ childbirth/ miscarriage or abortion/ or any bacterial infection other than bacterial infection occurring from **Accidental** cut or wound,
- (b). hernia,
- (c). **Injury** sustained while participating in **Professional** athletics, sponsored scholastic or amateur athletics, the participation by the **Insured Person** in any competition or casual race/contest involving use of a motorised land, water or air vehicle, or from the consequences of the **Insured Person** riding or driving a motorcycle or motor scooter exceeding 125cc in capacity,
- (d). An **Overseas Trip**, the purpose of which was to obtain medical care,
- (e). cosmetic or plastic surgery, except as the result of an **Injury**,
- (f). elective treatment or surgery including exploratory tests,
- (g). any mental and nervous disorders, rest cures or stress of any kind,
- (h). any treatment provided by a family member,
- (i). treatment for which payment is available under any other individual or group insurance policy, or other service or medical pre-payment plan arranged or under any mandatory government program or facility set up for treatment without cost to any individual to the extent of availability,
- (j). any **Pre-Existing Conditions**.

SECTION 10: TEMPORARY ACCOMMODATION

Where the **Insured Person's** residing premises is damaged by **Natural Disasters**, Aircraft Damage or Impact Damage by any road vehicles, occurring during the **Period of Insurance** to the extent it is rendered uninhabitable, **We** will reimburse the **Insured Person** for the cost of temporary accommodation up to the amount stated in the **Policy Schedule** for expense reasonably incurred by the **Insured Person** at a hotel, lodging house or boarding house.

SPECIFIC CONDITIONS:

1. the **Insured Person** shall on the happening of any loss give immediate notice thereof in writing to **Us** and shall at his/her expense within seven (7) days after the happening of such loss deliver to **Us** a claim in writing with such detailed particulars and proofs as may be reasonably required.
2. The indemnity under this **Add-On** of this **Policy** is only applicable in excess of any sum claimable under any other insurance policy.

SPECIFIC EXCLUSIONS:

In addition to the GENERAL EXCLUSIONS listed in this **Policy**, **We** will not pay the benefits under this Section for any occurrence directly or indirectly caused by or resulting from or traceable to:

- (a). any loss, damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this **Policy**, except to the extent that the **Insured Person** shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.
- (b). loss or damage occasioned by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated, or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

SECTION 11: TRAVEL DELAY AND PARTIAL TRIP CANCELLATION

In the event that the scheduled **Common Carrier** in which the **Insured Person** had arranged to travel **Overseas** from the **Insured Person's Home Country** is delayed in departure from the time specified in the itinerary supplied to **Us** by at least 6 hours but the **Insured Person** still continue with the rest of the **Overseas Trip**, **We** will pay the **Insured Person** the amount as stated in the **Policy Schedule** for every full 6 consecutive hours delay prescribed in **Policy Schedule**, provided that the scheduled departure is during the **Period of Insurance** .

In addition, should any part of the **Overseas Trip** be cancelled as a direct result of such delay, but the **Insured Person** could still continue with the remaining part of the **Overseas Trip**, **We** will reimburse the **Insured Person** for irrecoverable deposits or charges paid in advance or contracted to be paid for those parts that are cancelled, and which are not recoverable from any other source.

The total amount payable is the maximum limit (in aggregate) stated in the **Policy Schedule** for this Section.

SPECIFIC EXCLUSIONS

In addition to the GENERAL EXCLUSIONS listed in this **Policy**, **We** will not be liable for any occurrence directly or indirectly caused by or resulting from or traceable to:

- (a). Any delay that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and or accommodation;
- (b). Any delay arising from any new scheduled departure time;
- (c). issued by the **Common Carrier** that was confirmed or communicated to the **Insured Person** more than 48 hours before the scheduled departure time.
- (d). The **Insured Person's** late arrival at the **Common Carrier** terminal after check-in or booking-in time (except for the late arrival due to strike or industry action);

- (e). The **Insured Person's** failure to check in according to the itinerary supplied to him/her or failure to obtain a written confirmation from the **Common Carriers** or their handling agents of the number of hours of delay and the reason for such delay; and or
- (f). Any strike or industrial action existing at the date the **Overseas Trip** is arranged.

We will pay for only one incident under this Section for either travel delay, rerouting of flights, partial **Trip** cancellation or loss of deposit or **Trip** cancellation per **Overseas Trip**.

PART C: GENERAL EXCLUSIONS

This Section applies to all sections of this **Policy**, the **Endorsements**, **Extensions** and **Add-On**.

We will not pay the benefits for any occurrence directly or indirectly caused by or resulting from or traceable to:

1. **War**, invasion, act of foreign enemy, hostilities (whether **War** be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power or **Act Of Terrorism**;
2. nuclear weapons materials, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
3. venereal disease, **AIDS** (Acquired Immune Deficiency Syndrome) or **AIDS** related complex HIV (Human Immuno Deficiency Virus), or any other sexually transmitted disease;
4. pregnancy, childbirth, physical or mental defect or infirmity, or any form of communicable diseases or pandemic outbreak requiring quarantine by laws;
5. intentional self-**Injury**, suicide, or any attempt thereat while sane or insane;
6. the effects of drug unless such drug is taken under the direction of a legally qualified **Doctor** for an **Illness** and not for the treatment of drug addiction;
7. The **Insured Person** engaging or taking part in:
 - (a). any police, armed forces, naval or air-force service operations, or operations planned by any Civil or Military Authorities of any country;
 - (b). flying or any aerial activities otherwise than as a ticket-holding passenger in a fully licensed standard type aircraft owned and/or operated by a recognised Air Transport Organisation providing regular air services over an established air route;
 - (c). any **Professional** or semi-**Professional** sporting activities including bodily contact;
 - (d). boxing, wrestling, any form of martial arts of self-defence, hunting, polo, steeplechasing or show-jumping, **Mountaineering**, rock climbing, pot-holing and caving, parachuting, hang-gliding or bungee-jumping, ice-skating sports or winter sports of hazardous nature, any underwater activities involving the use of underwater breathing apparatus, motor sports rallies or competitions, speed-testing, reliability trials or racing of any kind other than on foot;
 - (e). the use of any kind of power driven woodworking machinery or a circular saw for the purpose of **Insured Person's** occupation or for the reward.;
 - (f). while committing or trying to commit any criminal , unlawful or malicious act , including resistance to arrest and riding or driving without a valid driving licence.
8. The **Insured Person** travelling (whether as driver, attendant or passenger) in any tanker lorry and/or lorry or truck used for the carriage of timber and/or logs.

9. When the **Insured Person** is riding or driving or is a pillion or passenger in a motor vehicle driven by a person, under the influence of alcohol whilst the proportion of alcohol in his or the person breath, blood or urine exceed the level prescribed by law.
10. Any of the **Insured Person's Pre-Existing Condition**;

PART D: GENERAL CONDITIONS

1. **AGE ELIGIBILITY**

It is hereby declared that the **Age** limit for cover of the **Insured Person** is between sixteen (16) and up to fifty-five (55) years of **Age**.

2. **COMPLIANCE WITH POLICY TERMS**

The **Insured Person** must observe, fulfil and comply with all the terms provisions and conditions of this **Policy** before **We** are liable to make any payment to the **Insured Person**.

3. **MISREPRESENTATION / FRAUD**

We reserve the right not to pay any benefits and/or terminate this **Policy** if:

- (a). any statement given in the **Insured Person's** proposal and declaration is untrue or if the **Insured Person** intentionally misrepresent, misstate, suppress or omit a statement of fact; or
- (b). any claim made is fraudulent or exaggerated.

4. **CHANGE IN RISK**

The **Insured Person** must declare to **Us** immediately if there is a change in the **Insured Person's** occupation or profession, which falls under **Our** list of declined occupation below: -

- (a). Air crew in respect of flying risks;
- (b). **Professional** sports players;
- (c). **Professional** racing drivers;
- (d). Underground miner;
- (e). Workers handling explosives;
- (f). Ship crew;
- (g). **Professional** divers;
- (h). Naval, military, army, police or air force personnel.

Upon receipt of the notification, **We** may or may not require payment of additional premium or terminate the **Policy** in accordance with Condition 14 below.

5. **CLAIMS PROCEDURE**

In the event of a claim:

- (a). The **Insured Person** must notify **Us** within thirty (30) days after the happening of any event which may give rise to a claim under this **Policy**, and complete **Our** usual claim form and furnish **Us** with all information which **We** may reasonably require;
- (b). Any notice given by the **Insured Person** or on the **Insured Person's** behalf with information sufficient to identify the **Insured Person** will be deemed to be notice to **Us**.
- (c). The **Insured Person** must give **Us** at the **Insured Person's** expense all medical and other certificates and evidence which **We** may reasonably require to assess the claim;
- (d). the **Insured Person** must undergo any medical examination which **We** may require in order to assess the claim, and which **We** shall arrange at **Our** expense, and the **Insured Person** must attend any such examination during such period or periods as **We** may reasonably require;
- (e). **We** shall be entitled at **Our** expense to conduct any post mortem examination.

6. **NON-ASSIGNMENT**

- (a). No interest in this **Policy** may be transferred or assigned without **Our** written consent.

- (b). **We** will only recognize and be bound to accept those interest which are notified to **Us** at the time of issue of cover, or which are notified to **Us** from time to time and accepted by **Us**.
- (c). All persons entitled to any benefit under this **Policy** shall be bound by the terms of this **Policy** and a receipt from such person shall effectively discharge **Us** under this **Policy**.

7. RENEWAL

We shall not be bound to renew this **Policy** or to send any notice of the renewal premium becoming due.

8. CANCELLATION

- (a). The **Insured Person** may cancel this **Policy** at any time by notifying **Us** in writing and **We** will refund any premium for the unexpired **Period Of Insurance** calculated at **Our Customary Short Rates**.
- (b). **We** may cancel this **Policy** at any time by giving the **Insured Person** seven (7) days written notice by Registered Letter at the **Insured Person's** address last known to **Us**. Upon cancellation of the **Policy**, **We** will refund to the **Insured Person** a proportionate part of the premium corresponding to the unexpired **Period Of Insurance** calculated at **Our Customary Short Rates**.

9. PAYMENT OF PREMIUM - CASH BEFORE COVER

The **Insured Person** must pay the first premium before the coverage under this **Policy** is effective.

10. ARBITRATION

All differences arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by the **Insured Person** and **Us**. If there is no agreement in a single Arbitrator, then two Arbitrators are to be appointed in writing, one by the **Insured Person** and the other by **Us**, within one calendar month of the disagreement. In case of disagreement between the Arbitrators, an Umpire is to be appointed by the Arbitrators in writing before hearing the difference. Any suit by the **Insured Person** against **Us** on the **Policy** for whatever reason can only be made subsequent to an Award by the Arbitrator or Arbitrators and/or Umpire. The seat of Arbitration shall be in Malaysia.

11. ABANDONMENT

If **We** disclaim liability for any claim, the **Insured Person** must refer the claim to arbitration as provided under Condition 10 within twelve (12) calendar months from the date of **Our** disclaimer. If the **Insured Person** do not do so then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this **Policy**.

12. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit here under to the extent that the provision of such covers, payment of such claims or provision for such benefits would expose **Us** to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or Malaysia.

13. GOVERNING LAW

This **Policy** shall be governed by and interpreted in accordance with Malaysia Law.

14. AUTOMATIC TERMINATION

The **Policy** will automatically be terminated if one of the following conditions occurred:

- (a). when the **Insured Person** returned to Malaysia, or the **Insured Person's Home Country** permanently; or
- (b). on graduation after the **Insured Person** has completed the **Insured Person's** final examinations up to a maximum of 3 months after the final examinations.
- (c). ceases to be a full-time **Student** for whatever reasons in the stated **School**; or
- (d). upon expiry of the **Policy**.

whichever is earliest.

15. CO-ORDINATION OF BENEFITS

The **Policy** will not provide compensation other than on a proportionate basis if the **Insured Person** has any other insurance in force or is entitled to indemnity from any other source in respect of the same **Accident, Sickness/Illness**, death or expense. **We** have full rights of subrogation and may take proceedings in the **Insured Person's** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this **Policy**.

16. REASONABLE PRECAUTIONS AND MATERIAL CHANGES

The **Insured Person** shall take all reasonable precautions to prevent and minimise any **Accident, Injury**, death or expense and **We** must be informed immediately in writing of any material information or change of circumstances which may increase the possibility or likely quantum of a claim under the **Policy**. **We** reserve the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under this **Policy**.

PERSONAL DATA PROTECTION ACT 2010

By giving personal information the **Insured Person** give **Us** permission for its use as described below:

- i. To process the **Insured Person's** personal data with the intention of entering into the contract of insurance.
- ii. The **Insured Person** consent and allow **Us** to retain the data and share the data with **Our** service provider namely,
 - (a). Registered licensed Adjuster,
 - (b). Travel Assistance Company or Our other service providers,
 - (c). Solicitors, and any other professional body(ies) for the purpose of fulfilment of the insurance contract,
 - (d). Insurer and Reinsurer,
 - (e). ISM Insurance Services Malaysia Bhd
- iii. Data subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

Notice: In accordance to the provision of the Personal Data Protection Act 2010, the **Insured Person** may contact **Our** Customer Contact Center for the details of the **Insured Person's** personal data. Such information will only be granted after verification. The **Insured Person** may update/correct the data by providing **Us** in writing.

SERVICE TAX CLAUSE

Important Notice:-

Please be informed that Service Tax was implemented by the Government of Malaysia with effect from 1 September 2018 at a rate of six (6) per centum. The **Insured Person's** obligation to pay Service Tax shall form part of the Terms and Conditions in the **Insured Person's** Insurance **Policy**.

The laws governing Service Tax are as per the Service Tax Act, 2018 and all Regulations passed by the Government of Malaysia from time to time.

THE WHOLE OF THIS POLICY (WITH THE DOCUMENT IN THE DEFINITION OF POLICY) SHALL BE READ TOGETHER AS ONE CONTRACT.

IMPORTANT NOTICE

Please read this **Policy** and its Conditions. If anything is not correct, please return it immediately so that **We** can amend it.

PART E: OPTIONAL COVER / ADD-ON

COVID-19 OR DENGUE FEVER: DAILY HOSPITAL INCOME

In the event the **Insured Person** is **Hospitalized** as a result of being diagnosed with COVID-19 disease or Dengue Fever, **We** would pay the **Insured Person** a Daily Hospital Income as specified in the **Policy Schedule** for the period of **Hospitalisation** up to a maximum of 30 days per **Period of Insurance**.

PROVISO

- (1). Any claim for the Daily Hospital Income benefit under this **Add-On** will be subject to a 14-day waiting period from the effective date of this **Add On**.
- (2). This benefit is payable only if the **Insured Person** is **Hospitalised** immediately upon being diagnosed with the COVID-19 disease or Dengue Fever.
- (3). This benefit is only payable if the **Insured Person** is **Hospitalized** for more than twelve (12) hours.

SPECIFIC EXCLUSIONS

In addition to the GENERAL EXCLUSIONS listed in this **Policy**, this **Add-On** does not cover **Hospitalization** caused by or resulting from, or traceable to:

We will not pay the benefits under this Section for any occurrence directly or indirectly caused by or resulting from or traceable to:

- (1). Any **Sickness**, disease, **illness** or medical condition other than COVID-19 or Dengue Fever;
- (2). The **Insured Person** are having been diagnosed with, or is reasonably suspected to have been infected with COVID-19 and/or Dengue Fever by a **Doctor**, or the **Insured Person** are serving a Leave of Absence, Stay-Home Notice or Quarantine Order as directed by Ministry Of Health (MOH), on or before the beginning of the **Period of Insurance** whichever is earlier;
- (3). The **Insured Person** chose to travel **Overseas** despite having a travel advisory, travel alert or travel warning in place (including non-essential travel) issued either by Ministry of Foreign Affairs or Ministry of Health of Malaysia, in relation to the country of the **Insured Person's** destination unless such travel is with approval from **Us**;
- (4). Any **Pre-Existing Medical Conditions**.

