

Malindo Air Travel Protection Master Policy

Policy Wordings

CHUBB®

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Malindo Air Travel Protection Master Policy

We hereby insure the Insured Person(s) named in the Certificate of Insurance as declared by the Policyholder, subject to and in accordance with the terms, conditions and exclusions contained herein or endorsed hereon.

The application in respect of this Policy, the proposal form and/or any declaration by You shall form the basis of this contract and be deemed to be incorporated herein and shall constitute the entire contract.

In Witness whereof, We have caused this Master Policy (hereinafter called the "Policy") to be executed on and to commence on the Period of Insurance as stated in the Master Policy Schedule provided that this Policy shall not be binding on Us unless it is signed by Our authorised representative.

For Chubb Insurance Malaysia Berhad (9827-A)



Authorised Representative

Part 1 Interpretation

Section 1 - Definitions

1. **"Accident"** or **"Accidental"** means a sudden, unforeseen and fortuitous event that results in Your Death, Permanent Total Disablement or Bodily Injury.
2. **"Aircraft"** means any fixed-wing aircraft provided and operated by an airline company which is duly licensed for the scheduled regular transportation of fare-paying passengers.
3. **"Airline"** means the Policyholder's airline entity from which You purchased Your Flight Ticket and insurance coverage.
4. **"Benefit"** means the respective benefit, as stated in the Certificate of Insurance/Master Policy Schedule, payable by Us under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
5. **"Bodily Injury"** means Accidental injury sustained by You while this Policy is in force, resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.
6. **"Certificate of Insurance"** means the document entitled "Certificate of Insurance" which is incorporated and forms part of this Policy.
7. **"Chinese Physician"** means a legally licensed Traditional Chinese Medicine practitioner (including a Chinese acupuncturist or bonesetter) duly registered and practising within the scope of his license pursuant to the laws of the country in which such practise is maintained. Chinese Physician shall not include the Insured Persons or any of their relatives unless otherwise approved by Us.
8. **"Civil Commotion"** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
9. **"Common Carrier"** shall mean mechanically propelled land or sea carrier provided and operated by a company which is duly licensed for the scheduled regular transportation of fare-paying passengers.
10. **"Confined"** or **"Confinement"** means confinement in Hospital for at least a Day as a Resident In-Patient (other than for day surgery) upon the advice of and under the regular care and attendance of a Physician and for this purpose, "Day" shall mean a period for which the Hospital charges for room and board.

11. **“Critical Medical Condition”** means a medical condition suffered by You as a result of Bodily Injury or Sickness, which is determined to be life-threatening by a Physician designated by Assistance at the Physician’s absolute discretion.
12. **“Dental Expenses”** means reasonable and necessary charges for dental treatment due to Bodily Injury, carried out by a Dentist, medically necessary to treat Your condition, including charges for medical supplies or services, not exceeding the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.
13. **“Dentist”** means a legally licensed dentist or dental surgeon duly registered and practicing within the scope of his license pursuant to the laws of the country in which such practice is maintained and shall not include You or Your relative, unless approved by Us.
14. **“Dependent Child(ren)”** means Your legally dependent, unmarried children (including step-children and legally adopted children) who are wholly dependent on You for financial support and are:
 - (a) two years old and over and under 18 years of age, and residing in Your household, or;
 - (b) unemployed and under 23 years of age, if studying as a full-time student at a recognised school, college or university.
15. **“Destination”** means the place where You expect to travel on Your Journey, as shown on the Certificate of Insurance.
16. **“Domestic Journey”** means travel by You within West Malaysia or within East Malaysia.
17. **“Effective Date”** means the commencement date of the Period of Insurance as stated on the Certificate of Insurance.
18. **“Family Member”** means Your legal spouse or child (natural, step or adopted), brother, sister, mother, father, grandparents, grandchild, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or legal guardian.
19. **“Financial Default”** means either the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed; or partial suspension of operations following a filing of a bankruptcy petition.
20. **“Hospital”** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which meets the following requirements:-
 - (a) holds a license as a hospital (if licensing is required in the state or governmental jurisdictions);
 - (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) provides full-time nursing service by and under the supervision of Nurses;
 - (d) has a staff of one or more licensed Physicians available at all times;
 - (e) maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for within the confines of the establishment or in facilities controlled by the established; and
 - (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.and a Hospital shall not include the following:
 - (a) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normally; the psychiatric department of a hospital.
 - (b) a place for the aged; a rest home; a place for drug addicts or alcoholics.
 - (c) a health hydro or nature cure clinic; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or nursing, convalescent, rehabilitation, extended-care facility or rest home.
21. **“Inbound Traveller”** means a person who is not a Malaysian Resident travelling within Malaysia.
22. **“Infant(s)”** means Your legally dependent infant (including step-children and legally adopted children) who are wholly dependent on You for financial support and are over three (3) days old and under two (2) years of age and residing in Your household.

23. **“Insured Person”** means the person who is eighteen (18) years of age or above at the date of purchasing the flight ticket and the coverage under this Policy, and who is named on the Certificate of Insurance under this Policy and whose insurance premium has been paid. An Insured Person may include a Dependent Child(ren) or an Infant if specifically named in the Certificate of Insurance.
24. **“International Countries”** means countries which are outside of West Malaysia and East Malaysia.
25. **“International Journey”** means travel to and from International Countries, and travel to and from West Malaysia and East Malaysia.
26. **“Journey”** means a One Way Journey or a Return Journey.
27. **“Journey Completion Date”** means the date on which You return to the point where the Journey started or to a different, specified Return Destination.
28. **“Journey Departure Date”** means the date on which You are scheduled to commence Your Journey. This date is shown on the Certificate of Insurance.
29. **“Malaysia”** means a country in Southeast Asia and consists of two geographical regions divided by the South China Sea i.e. West Malaysia and East Malaysia.
30. **“Malaysian Resident”** means a Malaysia citizen or a Permanent Resident of Malaysia or a Malaysian Employment Pass Holder and/or Work Permit Holder and their dependents residing in Malaysia on the Effective Date of the Certificate of Insurance.
31. **“Malindo Affiliated”** means the non-Malindo flight provider shown on the Insured Person’s Malindo Travel Itinerary.
32. **“Malindo Travel Itinerary”** means the travel itinerary issued to the Insured Person when he/she booked his/her Schedule Flight, which evidenced payment of Malindo premium for travel insurance under this Policy.
33. **“Master Policy Schedule”** means the document entitled “Master Policy Schedule” which is incorporated in and forms part of this Policy.
34. **“Medical Expenses”** means Usual, Reasonable and Customary Medical Expenses necessarily and reasonably charged and incurred for the medical or surgical treatment of Bodily Injury and Sickness.
35. **“Nurse”** means any qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which the nurse is employed.
36. **“One Way Journey”** means a one way Domestic Journey or International Journey made by You and shall commence at the time You arrive at the airport premises for the purpose of commencing Your Journey and shall terminate at the time You arrive at the airport premises at the Destination.
37. **“Period of Insurance”** means the period in which the insurance is effective and specified in the Policy Schedule or Certificate of Insurance.
38. **“Physician”** means a legally licensed physician or surgeon duly registered and practising within the scope of his license pursuant to the laws of the country in which such practice is maintained and shall not include You or Your relative, unless approved by Us.
39. **“Policy”** means this Malindo Air Master Policy wording and the Master Policy Schedule or Certificate of Insurance issued thereunder.
40. **“Policyholder”** means Malindo Air.
41. **“Pre-existing Condition”** means any medical condition that You have reasonable knowledge of and includes:
 - (a) any condition for which a Physician was consulted or for which treatment or medication was prescribed prior to the Effective Date of the Certificate of Insurance; or
 - (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of prior to the Effective Date of the Certificate of Insurance.

42. **“Resident In-Patient”** means You Confined as a resident bed patient as a result of Bodily Injury or Sickness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
43. **“Return Destination”** means the place to which You expect to return to on Your Return Journey, as shown on the Certificate of Insurance.
44. **“Return Journey”** means a round trip Domestic Journey or International Journey made by You and shall commence at the time You arrive at the airport premises for the purpose of commencing Your Journey and shall terminate at the time You arrive at the airport premises at the Destination or Return Destination.
45. **“Riot”** means the act of any person taking part together with others in any disturbance of the public peace (whether connection with a strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.
46. **“Scheduled Departure Date”** means the date on which You are scheduled to depart on a Journey as set out in Your travel ticket.
47. **“Scheduled Flight”** means the Malindo flight and/or Malindo Affiliated flight which corresponds to the flight details set out in the Insured Person’s Malindo Travel Itinerary.
48. **“Sickness”** means physical condition marked by a pathological deviation from the normal healthy state as verified by a Physician.
49. **“Specially Designated Nationals List”** means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.
50. **“Spouse”** means Your legal spouse.
51. **“Strike”** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimizing the consequences of any such act.
52. **“Traditional Chinese Medicine Expenses”** means the reasonable expenses for treatments of Bodily Injury or Sickness by a Chinese Physician.
53. **“Travelling Companion”** means a person named on the individual application and/or declaration as accompanying You on the entire Journey.
54. **“Usual, Reasonable and Customary Medical Expenses”** means charges for treatment, supplies or medical services medically necessary to treat the Insured Person’s condition, does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.
55. **“We/Our/Us”** means
Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb ,
38, Jalan Sultan Ismail,
50250 Kuala Lumpur.
56. **“You/Your”** means the Insured Person.

Part 2 Eligibility

To be eligible for cover under this Policy:

- (a) You must be a Malaysian Resident or an Inbound Traveller of at least 18 years of age on the Effective Date.
- (b) Each of Your Dependent Child(ren) must be wholly dependent on You for financial support and be:
 - (i) two (2) years old or over and under eighteen (18) years of age, and residing in Your household, or
 - (ii) unemployed and under 23 years of age if studying as a full-time student at a recognised school, college or university.
- (c) Each of Your Infant(s) must be wholly dependent on You for financial support and be over three (3) days old and under two (2) years of age, and residing in Your household.

Part 3 Scope And Limits Of Cover And Benefits

Section 1 - Choice Of Plans

The scope of coverage and benefits under this Policy will vary as follows:

Geographical Cover

- (a) if “Domestic” cover has been chosen, only Journeys within West Malaysia or within East Malaysia will be covered under this Policy. Journeys to and from West and East Malaysia will not be covered.
- (b) if “International” cover has been chosen, Journeys to and from International Countries will be covered under this Policy. Journeys to and from West Malaysia and East Malaysia will also be covered under this Policy.

Such insurance as is afforded under this Policy shall apply 24 hours a day during the Period of Insurance whilst You are on a Journey as stated in the Certificate of Insurance unless otherwise endorsed or amended.

Benefits

1. The monetary amounts and limits of Benefits will vary according to the Plan selected and whether a “One Way” or “Return Journey” has been chosen; and
2. The monetary amounts and limits of Benefits for Part 6 (Section 1 - Personal Accident, Section 2 - Medical Expenses, Section 2A - Post Journey Medical Expenses, Section 3 - Emergency Medical Evacuation, and Section 4 - Repatriation of Mortal Remains), will be reduced based on the following criteria:
 - (a) For Your Dependent Child(ren) and for Insured Person(s) aged 75 or above, the monetary amounts and limits of Benefits will be 25% of Your respective Benefit amount, and
 - (b) For Your Infant(s), the monetary amounts and limits of Benefits will be 10% of Your respective Benefit amount.

Your Certificate of Insurance will detail the Plan and coverage chosen.

Section 2 - Commencement Of Coverage

Coverage under Section 16 - Flight Cancellation is effective upon the issuance of the Certificate of Insurance and terminates on the Journey Departure Date. For all other sections, coverage is effective upon Journey Departure Date of a One Way Journey or Return Journey.

Section 3 - Limits Of Coverage

1. Any cover under this Policy in respect of You shall terminate on the earliest of the following events:
 - (a) upon the expiry of the Period of Insurance;
 - (b) upon You ceasing to satisfy any of the eligibility requirements set out herein; or
 - (c) upon Your death.
2. Termination of cover under this Policy in respect of You shall automatically terminate cover for all of You.
3. Unless otherwise provided in an appropriate endorsement, You shall only be covered for the first forty-five (45) consecutive days of any Journey, and We shall not be liable in respect of any loss occurring after 12.00am on the forty sixth (46th) day after the commencement of any Journey, or the expiry of the Period of Insurance stated in the Certificate of Insurance, whichever is earlier.

Section 4 - Policy Extension

In the event that You, as a ticket holding passenger on a scheduled Common Carrier, being prevented from completing the return leg of a Return Journey within the Period of Insurance, as a result of :

- (a) Your Critical Medical Condition; or
- (b) the scheduled Common Carrier in which You are traveling being unavoidably delayed due to strike or industrial actions, adverse weather conditions or mechanical breakdown/derangement of the Common Carrier or due to grounding of an aircraft as a result of mechanical or structural defect; the Period of Insurance shall be automatically extended for up to a maximum period of three (3) days without additional premium.

Part 4 General Exclusions

This Policy does not cover, and We will not in any event be liable to pay any Benefits or indemnify You in respect of, any loss which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by any of the following:

- (a) Declared or undeclared war or any act of war, invasion, foreign enemy, civil war, rebellion, revolution, insurrection, military or usurped power.
- (b) Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising there from or any consequential loss directly or indirectly caused or contributed by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (c) Any wilful or intentional acts by You whether sane or insane, self-inflicted injury, suicide pacts or agreements or any attempts thereat, provoked homicide or assault.
- (d) You acting as a law enforcement officer, emergency medical or fire service personnel, civil defence personnel or military personnel of any country or international authority, whether full-time service or as a volunteer.
- (e) You engaging in, practicing for or taking part in training in any speed contest or racing (other than on foot) and any professional competition or sports.
- (f) Any condition, which is or results from or is a complication of infection with Human Deficiency Syndrome ("HIV"), any variance including Acquired Immune Deficiency Syndrome ("AIDS"), and AIDS Related Complications ("ARC"), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC.
- (g) Any condition which is, results from or a complication of pregnancy, childbirth, miscarriage (except Accidental miscarriage) or abortion, intoxication by alcohol or drugs not prescribed by a Physician.
- (h) Illegal acts (or omissions) by You or Your executors, administrators, legal heirs or personal representatives, loss resulting directly or indirectly from action taken by the Government Authorities including confiscation, seizure, destruction and restriction.

- (i) You engaging in aviation, other than as a fare-paying passenger on a Scheduled Flight.
- (j) Any loss or expenses which is, directly or indirectly, caused by, a consequence of, arises in connection with or is contributed to by You undertaking any Journey against the advice of a Physician or for the purpose of seeking medical attention.
- (k) Any Pre-existing Conditions.
- (l) Any prohibition or breach of government regulation or any failure by You to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (m) Any loss or expenses which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.
- (n) You not taking all reasonable efforts to safeguard Your property or to avoid any injury or minimize any claim under the Policy.
- (o) Mental and nervous disorders, including but not limited to insanity.
- (p) You engaging in naval, military or air force service or operation or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities like diving, oil-rigging, mining or aerial photography or handling of explosive or loss of or damage to hired or leased equipment.
- (q) Any condition which results from or is a complication of venereal disease.
- (r) Any loss or expenses which arises in connection with or is contributed by You undertaking any Journey against the travel advice of the Ministry of Foreign Affairs of Malaysia or the Ministry of Health of Malaysia, in relation to actual or threatened riot, strike or civil commotion, war or warlike situation, outbreak of disease or unsafe health conditions, or impending natural disasters, to the country or territory of Your destination, unless the Journey had already commenced prior to the issuance of the travel advice.
- (s) You driving any kind of vehicle while the alcohol content of Your blood exceeds the level permitted by law of the country where the Accident causing Bodily Injury occurs.
- (t) Any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the Specially Designated Nationals List or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.

Part 6 Benefits

The benefits payable under the respective sections in this Part 6 as mentioned below are mutually exclusive in respect of claims arising from the same incident:

1. Sections 12, 13 and 14
2. Sections 7, 8, 9 and 11
3. Sections 8 and 11

Section 1 - Personal Accident

If, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury which results in Death and/or Permanent Disablement within 365 days after the date of the Accident, We will pay the percentage of Sum Insured for the relevant Loss Event shown in the Table of Benefits below, up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

Table Of Benefits

Loss Event		% of Sum Insured
1.	Accidental Death	100%
2.	Permanent Disablement:	
(a)	Permanent Total Disablement	100%
(b)	Total and Permanent Loss of Speech and Loss of Hearing	100%
(c)	Loss of Sight in both eyes	100%
(d)	Loss of Limb:	
	i) one limb	100%
	ii) two limbs	100%
(e)	Loss of Sight in one eye	50%
(f)	Total and permanent loss of lens of one eye	50%
(g)	Loss of Speech	50%
(h)	Loss of Hearing in:	
	i) both ears	50%
	ii) one ear	15%

The occurrence of any Death and/or Permanent Disablement for which a claim is payable under this section shall immediately terminate all cover under the Certificate of Insurance, but such termination shall be without prejudice to any other claim originating from the Accident causing such loss.

No indemnity will be paid under any circumstances for more than one of the losses, the greatest, for which provision is made in this section.

No payment will be made for any loss caused by or resulting from Sickness.

Additional Definitions

1. **“Loss of Hearing”** means total and irrecoverable loss of hearing which is beyond remedy by surgical or other treatment.
2. **“Loss of Limb”** means total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or a foot at or above the ankle.
3. **“Loss of Sight”** means the entire and permanent loss of all sight in any eye rendering You absolutely blind in that eye and beyond remedy by surgical or other treatment.
4. **“Loss of Speech”** means total and irrecoverable loss of speech which is beyond remedy by surgical or other treatment.
5. **“Permanent Disablement”** means disablement that results from Bodily Injury and which occurs within 365 consecutive days of the Accident in which Bodily Injury was sustained and:
 - a) Falls into one of the Loss Events listed in the Table of Benefits;
 - b) is a disablement which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months, is at the expiry of that period, beyond hope of improvement.
6. **“Permanent Total Disablement”** means disablement that results from Bodily Injury and which occurs within 365 days of the Accident in which such Bodily Injury was sustained, which, having lasted for a continuous and uninterrupted period of at least twelve (12) consecutive months, will, in all probability, entirely prevent You from engaging in gainful employment of any and every kind for the remainder of Your life and from which there is no hope of improvement.

Section 2 - Medical Expenses (Applicable To Return Journey)

If, during the Period of Insurance, whilst You are on a Journey that is a Return Journey, You necessarily incur Medical Expenses as a direct result of Bodily Injury, or Sickness or Dental Expenses as result of Bodily Injury, We will indemnify You in respect to such expenses up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

We have the option of returning You to Malaysia, if the cost of the Medical Expenses and/or Dental Expenses where You are on Your Journey, is likely to exceed the cost of returning You to Malaysia, subject always to medical advice from a Physician. We also have the option of evacuating You to another country for the treatment. However, if We return You to Malaysia, the standard policy conditions pertaining to Post Journey Medical Expenses will apply.

Always provided that if You are on a Domestic Journey, or International Journey to and from West Malaysia and East Malaysia:

- (a) this Benefit will only cover You for Medical Expenses and/or Dental Expenses incurred as a direct result of Bodily Injury; and
- (b) Medical Expenses and/or Dental Expenses incurred as a direct result of Sickness will not be payable.

Section 2A - Post Journey Medical Expenses (Applicable to International Return Journey)

If, during the Period of Insurance, whilst You are on an International Journey that is a Return Journey, You sustain Bodily Injury or Sickness, and necessarily incur Medical Expenses in Malaysia within seven (7) days after the end of the Journey, We will reimburse You in respect of such expenses up to a maximum of the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

This benefit is not applicable to One Way Journeys or Domestic Journeys or International Journey to and from West Malaysia and East Malaysia.

Additional Conditions

For the avoidance of doubt, in the event You become entitled to a refund of or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this section, We will only be liable for the excess of the amount recoverable from such other source or insurance.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under Sections 2 and 2A which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Any expenses relating to any treatment for Bodily Injury or Sickness where such treatment was first sought more than 30 days from the time the Bodily Injury or Sickness was first sustained.
2. Any expenses incurred for prostheses, contact lenses, spectacles, hearing aids, dentures or medical equipment unless prescribed by a Physician for the treatment of Bodily Injury or Sickness.
3. Any expenses relating to any treatment not prescribed by a Physician.
4. Any expenses incurred in relation to treatment by a Chinese Physician.
5. any loss or expenses incurred as a result of Pre-existing Condition that existed twelve (12) months immediately preceding and including the Effective Date of the Certificate of Insurance.
6. Medical Expenses incurred due to Sickness in West Malaysia if the Return Destination is in East Malaysia and vice-versa.
7. Any expenses if you are travelling against the advice of the Physician.
8. Any further expenses You incur if We wish to return You to Malaysia but You refuse (where in the opinion of the treating Physician and Chubb Assistance that You are fit to travel).

Section 3 - Chubb Assistance - Emergency Medical Evacuation (Applicable to Return Journey)

If, during the Period of Insurance, and whilst You are on a Journey:

- (i) You suffer a Bodily Injury or Sickness as diagnosed by a Physician designated by Chubb Assistance, and
- (ii) the necessary medical treatment for such Bodily Injury or Sickness is not available, either at the nearest Hospital where You were transported to or in the immediate vicinity thereof,

We may, based on the advice of a Physician that You are medically fit to be evacuated, determine at Our sole discretion, to evacuate You to another location for the necessary medical treatment.

Chubb Assistance or its authorised representative, shall arrange for the evacuation within a reasonable timeframe and utilise the best suited means based on the medical severity of Your condition, including but not limited to, 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 Chubb Assistance, or its authorised representative, and will be based solely upon medical necessity. You may in appropriate circumstances be returned to Malaysia.

We shall pay the Covered Expenses directly to Chubb Assistance, up to the relevant Benefit amount specified in the Certificate of Insurance, subject to the terms and conditions of this Policy.

If due to reasons beyond Your control, You are unable to notify Chubb Assistance to make the necessary evacuation arrangements, We shall, if satisfied that the evacuation was due to the necessary medical treatment not being available, either at the nearest Hospital where You were transported to or in the immediate vicinity thereof, reimburse You for expenses incurred in relation to the evacuation, up to the amount which Chubb Assistance would have incurred for services provided under the same circumstances, subject to the terms and conditions of this Policy.

Additional Definitions

“**Covered Expenses**” means expenses for services provided and/or arranged by Chubb Assistance for the transportation, medical services and medical supplies necessarily incurred as a result of Your evacuation.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this Emergency Medical Evacuation section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of a scheduled trip.
2. Any expenses for a service not approved and arranged by Assistance or its authorised representative, except as mentioned in this section.
3. Any treatment performed or ordered by a person who is not a Physician.
4. Any expenses incurred in relation to treatment that can be reasonably delayed until You return to Malaysia.

Section 4 - Chubb Assistance - Repatriation Of Mortal Remains (Applicable to Return Journey)

If, during the Period of Insurance, whilst You are on a Journey, You die as a result of a Critical Medical Condition, Chubb Assistance, or its authorized representative shall make the necessary arrangements for the return of Your mortal remains to a place near Your home in Malaysia or to Your home country if You are an Inbound Traveller. We shall pay directly to Chubb Assistance the Covered Expenses for such repatriation up to the relevant Benefit amount specified in the Certificate of Insurance, subject to the terms and conditions of this Policy.

In addition to the transportation of the remains, We shall reimburse to Your estate expenses actually incurred for services and supplies by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected.

Additional Definitions

1. **“Covered Expenses”** means expenses for services provided and/or arranged by Chubb Assistance for the transportation, medical services and medical supplies necessarily incurred as a result of the repatriation of Your mortal remains.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of the Journey.
2. Any expenses incurred for the transportation of Your remains not approved and arranged by Chubb Assistance or its authorized representative.
3. any loss or expenses incurred as a result of Pre-existing Condition that existed 12 months immediately preceding and including the Effective Date of the Certificate of Insurance.

Additional Conditions Applicable To Sections 3 And 4

1. Chubb Assistance must be promptly informed of any potential claims under Sections 3 and 4.
2. You shall not attempt to provide solutions to problems encountered that would have been covered by Sections 3 and 4 without involving Chubb Assistance, as such actions may prejudice all claims for Sections 3 and 4.
3. The benefit under Section 4 (Repatriation of Mortal Remains) will be organised by Chubb Assistance by the most appropriate method as determined by Chubb Assistance in its absolute discretion including, if necessary, the use of air services.
4. Emergency Medical Evacuation Expenses shall include necessary expenses incurred for qualified medical staff to accompany You which is determined by Chubb Assistance in its absolute discretion to be necessary.
5. In the event that Chubb Assistance is provided under this Policy to any person not insured under this Policy or situations not covered by this Policy at Your request, You hereby agree to pay Chubb Assistance for all costs incurred for the said services.
6. In the event that Chubb Assistance services are provided, We will have the right to recover from You the value of the refund relating to any air tickets or other tickets originally purchased for the Journey back to Malaysia. You or Your estate shall assist Us in recovering any refunds from the carriers concerned. The proceeds of such refund shall belong to Us.
7. You hereby agree to pay Chubb Assistance directly for expenses incurred under Sections 3 and 4 that is in excess of the relevant Benefit amount specified in the Certificate of Insurance.
8. You hereby agree to fully indemnify Us in the event We are held liable to pay Chubb Assistance for any of the services mentioned under clause 5 and/or clause 7 above, and/or any other services not covered under this Policy.

Section 5 - Daily Hospital In-Patient Income (Applicable to International Return Journey)

If, during the Period of Insurance, whilst You are on an International Journey that is a Return Journey, You are necessarily Confined for more than 48 hours in a Hospital outside Malaysia as a result of Bodily Injury or Sickness, We will pay You the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

The daily benefit amount shall be paid for each Day of Confinement from the third day of Confinement and up to a maximum of the relevant Benefit amount specified in the Certificate of Insurance, and for this purpose, every Day of Confinement as a result of the same event, (Bodily Injury or Sickness) shall be counted towards the total number of Days of Confinement, notwithstanding that such Days do not run consecutively. Provided further that this benefit shall be payable only if the following conditions are met:

1. Confinement must occur within thirty (30) days of the incident causing the relevant Bodily Injury or Sickness;
2. Confinement must be considered medically necessary by a Physician in his professional capacity; and
3. A valid claim can be made under Section 2 (Medical Expenses).

**Section 6 - Child Guard
(Applicable to Return Journey)**

If, during the Period of Insurance, whilst the You are on a Journey that is a Return Journey, You are Confined in a Hospital outside or within Malaysia and there is no other adult to accompany the Dependent Child(ren) and or Infant(s) on their journey back to the place where the Return Journey commenced in Malaysia, We will indemnify You for reasonable hotel accommodation and travel (economy air travel) expenses necessarily incurred for one (1) relative or friend to accompany Your Dependent Child(ren) and/or Infant(s) back to the place where the Return Journey commenced in Malaysia, up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

**Section 7 - Compassionate Allowance
(Applicable to Return Journey)**

If, during the Period of Insurance, whilst You are on a Journey that is a Return Journey, You sustain Bodily Injury or Sickness which results in Confinement of more than five (5) Days in a Hospital, We will indemnify 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, up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

Section 8 - Loss Or Damage Of Luggage And Personal Effects

If, during the Period of Insurance, whilst You are on a Journey, You sustain loss of or damage to Your Personal Property and Baggage, We will indemnify You in respect of such loss up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

Additional Conditions

1. We will not pay more than RM500 for any one article or a pair or a set of articles and RM1,000 with respect to Portable Computers.
2. In respect of articles more than one year old, We may make payment subject to due allowance of wear and tear and depreciation or at Our option reinstate or repair such articles.
3. The loss or damage must be reported to the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours from the incident. Any claims for indemnity under this section must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss or damage.
4. For the avoidance of doubt, in the event You become entitled to a refund or reimbursement of all or part of such loss or damage from any other source, or if there is in place any other insurance against the events covered under this section, We will only be liable for the excess of the amount recoverable from such other source or insurance.
5. You must take every possible care to ensure the security of Your Personal Property and Baggage.

Additional Definitions

1. **“Personal Property and Baggage”** means personal goods belonging to You, which are taken by You on the Journey or acquired by You and carried in person or hand-carried or checked-in as accompanied baggage with the carrier during the Journey.
2. **“Portable Computers”** means Personal Property and Baggage that are laptops and hand-held computers.
3. **“Valuables”** means jewellery, watches, items made of precious metals or precious stones, furs, leather ware/ goods, binoculars, telescopes and items of a similar nature as categorized by airlines.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. loss or damage of baggage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon or resulting therefrom.
2. loss or damage of baggage caused by mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by You to repair, clean or alter any baggage.
3. loss or damage of baggage caused by insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risk of contraband or illegal transportation or trade.
4. loss or damage of property from confiscation or retention by customs or other officials.
5. loss or damage of property as a result of Your failure to take due and reasonable care and precautions to safe-guard and secure such property.
6. loss or damage of Valuables not carried as hand-carried baggage or kept under Your supervision.
7. loss of data recorded on tapes, cards, discs or otherwise, including the cost of reproducing the data.
8. loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage.
9. loss or damage of property whilst in the custody of an airline or other carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report is obtained.
10. loss or damage to property insured under any other insurance policy, or otherwise reimbursed by any other source .

Property Not Covered

We will not pay for damage to or loss of:

1. animals;
2. motor vehicles, aircraft, and other conveyances or equipment or parts pertaining to such conveyances;
3. artificial limbs, false teeth, any type of eyeglasses, contact lenses or corneal lenses;
4. tickets, except for administrative fees required to reissue tickets
5. coupons, negotiable instruments, title deeds, manuscripts, money, stamps, stocks and bonds, postal or money orders, securities of any kind;
6. property shipped as freight, or shipped prior to the Scheduled Departure Date;
7. cards, including but not limited to credit cards;
8. contraband;
9. business goods or samples/prototypes or equipment of any kind or any products/components meant for trade;
10. hired or leased equipment;
11. foodstuff;
12. computers (including software and accessories) other than Portable Computers.

Section 9 - Loss Of Travel Documents

If, during the Period of Insurance, whilst You are on a Journey, You sustains loss of Travel Documents due to theft, We will indemnify You in respect of such loss up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

You cannot claim under both Section 8 (Loss of Luggage and Personal Effects) and this section (Loss of Travel Documents) for the same Travel Document.

Additional Conditions

1. The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred, within twenty-four (24) hours after the incident. Any claim must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss.
2. For the avoidance of doubt, in the event You become entitled to a refund or reimbursement of all or part of such loss from any other source, or if there is in place any other insurance against the events covered under this section, We will only be liable for the excess of the amount recoverable from such other source or insurance.
3. You must take every possible care to ensure the security of Your Travel Documents.

Additional Definitions

1. **“Travel Documents”** means passport, visas, travel tickets or driving license.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. loss due to confiscation or detention by customs or any other authority;
2. loss not reported to either the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours of the discovery of such loss.

Section 10 - Loss Of Credit Card (Applicable to Return Journey)

If, during the Period of Insurance, whilst You are on a Journey, You sustain financial loss as a direct result of a credit, charge or bankers card being lost or stolen and being subsequently used fraudulently by any person other than You, We will reimburse You for such loss up to a maximum of the relevant benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

Additional Conditions

- (a) The loss must be reported to the card company(s) within six (6) hours after the incident. Any claim must be accompanied by a copy of the report issued by the card company(s) evidencing such loss;
- (b) For the avoidance of doubt, in the event You become entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, We will only be liable for the excess of the amount recoverable from such other source or insurance;
- (c) You must take every possible safeguard to ensure the security of Your credit, charge or bankers card(s);
- (d) The loss must be reported to either the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours of the discovery of such loss.

Section 11 - Checked-In Luggage Delay

If, during the Period of Insurance, whilst You are on a Journey, Your baggage that is accompanied and checked in on the Scheduled Flight in which You had arranged to travel is not delivered to You within five (5) hours of Your arrival at the scheduled Destination, We will reimburse You the relevant Benefit amount specified in the Certificate of Insurance for every five (5) consecutive hours of delay (being calculated from the actual arrival time at the Destination), up to the relevant Benefit amount specified in the Certificate of Insurance, subject to the terms and conditions of this Policy. We will pay one delay per Journey.

You cannot claim under both Loss of Luggage (Section 8) and this section (Checked-in Luggage Delay) for the same event.

Section 12 - Travel Delay

If, during the Period of Insurance, whilst You are on a Journey, the departure of the Scheduled Flight in which You have arranged to travel is delayed for at least five (5) consecutive hours at any single location from the time specified in the Malindo Travel Itinerary supplied to You due to Strikes or industrial action, adverse weather conditions or mechanical breakdown/derangement of the Scheduled Flight or due to the grounding of the Scheduled Flight as a result of mechanical or structure defect, We will pay You the relevant Benefit amount specified in the Certificate of Insurance for every full five (5) consecutive hours of the delay (being calculated from the scheduled departure time of the Scheduled Flight specified in the Malindo Travel Itinerary), up to the maximum Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy. We will pay one delay per Journey.

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

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. failure by You to check in according to the itinerary supplied to You;
2. Strike or industrial action existing on the date You applied for cover under this Policy;
3. late arrival by You at the airport or port after check-in or boarding time (except if the late arrival is due to Strike or industrial action).

**Section 13 - Common Carrier Delay
(Applicable to Return Journey)**

If, during the Period of Insurance, whilst You are on a Journey that is a Return Journey, the departure of the Common Carrier in which You have arranged to travel is delayed, cancelled or rescheduled for at least five (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 Common Carrier, We will pay You the relevant Benefit amount specified in the Certificate of Insurance for every full five (5) consecutive hours of the delay (being calculated from the scheduled departure time of the Common Carrier specified in the itinerary), up to the maximum Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy. 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.

Section 14 - Travel Misconnection

If, during Period of Insurance, whilst You are on a Journey, Your confirmed onward connecting Scheduled Flight is missed at the transfer point due to late arrival of Your incoming confirmed connecting Scheduled Flight and no alternative onward transportation is made available to You within five (5) hours of the actual arrival time of Your incoming Scheduled Flight, We will pay You the relevant Benefit amount specified in the Certificate of Insurance for every full five (5) consecutive hours of misconnection (the misconnection being calculated from Your actual arrival time to the actual departure time).

The travel misconnection details must be verified in writing by the operator of the Scheduled Flight or their handling agent(s) as well as the reason for the travel misconnection, the scheduled and actual time of arrival and the scheduled and actual departure time of the next available flight arranged by the operator of the Scheduled Flight.

Section 15 - Hijack Inconvenience

If, during the Period of Insurance, whilst You are on a Journey, You are a victim of a Hijack of the Scheduled Flight on which You are travelling, We will pay You up to the relevant Benefit amount specified in the Certificate of Insurance, for every full five (5) hours that the Hijack continues up to a maximum of the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy.

Additional Conditions

1. Any claims under this section must be accompanied by a police report or a report issued by the carrier confirming that You were a victim of a Hijack and the duration of the Hijack.

Additional Definitions

1. **“Hijack”** means any seizure or exercise of control of the Scheduled Flight, by force or violence or threat of force or violence and with wrongful intent of the Scheduled Flight.

Section 16 - Flight Cancellation

If, You are forced to cancel prior to the commencement of Your planned Journey as a direct and necessary result of any Specified Cause, We will indemnify You in respect of Cancellation Expenses incurred up to the relevant Benefit amount specified in the Certificate of Insurance, subject to the terms and conditions of this Policy. This coverage is effective only if the insurance cover is purchased before You become aware of any circumstances which could lead to the disruption of Your Journey.

Additional Definitions

1. **“Specified Cause”** means:

- (i) Your Death;
- (ii) You sustaining Bodily Injury or is suffering from a Sickness, which in the opinion of a Physician causes You to be unfit to travel on the Scheduled Departure Date;
- (iii) the death of Your Family Member or Bodily Injury or Sickness of such person necessitating him/her to be Confined;
- (iv) You are or required to be in compulsory quarantine, jury service, subpoenaed or hijacked;
- (v) cancellation of the Scheduled Flight in which You have arranged to travel as a result of Strike, Riot or Civil Commotion;
- (vi) Your residence becoming uninhabitable following fire, storm, or flood occurring such that the Your presence is required on the premises on the scheduled Journey Departure Date;

whereby, in the context of cancellation of a Journey, for paragraphs (ii) to (vi), the events mentioned must occur within fourteen (14) days before the Scheduled Departure Date, and must be accompanied with travel advice from the relevant authority(s).

2. **“Cancellation Expenses”** means actual Scheduled Flight cost for travel which have not been or will not be used, but which become forfeit or payable under contract.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. changes in plans by You or a Family Member for any reason;
2. financial circumstances of You or a Family Member;
3. any business or contractual obligations of You or a Family Member;
4. Financial Default by the person, agency, carrier or tour operator with whom You made Your travel arrangements;
5. any loss that is covered by any other existing insurance scheme, government programme or which will be paid or refunded by a hotel, carrier or travel agent or any other provider of travel and/or accommodation.
6. any loss or expenses incurred as a result of Pre-existing Condition that existed 12 months immediately preceding and including the Effective Date of the Certificate of Insurance.

Section 17 - Flight Curtailment (Applicable to Return Journey)

If, during the Period of Insurance, You are forced to curtail any part of a Journey that is a Return Journey, as the direct and necessary result of any Specified Cause (as defined in Section 15), We will indemnify You in respect of Curtailment Expenses incurred up to the relevant Benefit amount specified in the Certificate of Insurance, subject to the terms and conditions of this Policy.

Additional Definitions

“Curtailment Expenses” means full cost of the Scheduled Flight ticket paid in advance and which have not been and will not be used, but become forfeited.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. changes in plans by You or a Family Member for any reason;
2. financial circumstances of You or a Family Member;
3. any business or contractual obligations of You or a Family Member;
4. Financial Default by the person, agency, carrier or tour operator with whom You made Your travel arrangements;
5. any loss that is covered by any other existing insurance scheme, government programme or which will be paid or refunded by a carrier or travel agent or any other provider of travel;
6. any loss or expenses incurred as the result of Pre-existing Conditions that existed 12 months immediately preceding and including the Effective Date of the Certificate of Insurance.

Section 18 - Emergency Mobile Phone Charges (Applicable to Return Journey)

If, during the Period of Insurance and whilst You are on a Journey, You, as a result of being in a Critical Medical Condition, incur charges for personal mobile phone used for the sole purpose of engaging the services of Chubb Assistance, or an authorized representative of Chubb Assistance, during a medical emergency, and for which a Medical Expenses claim has been submitted under Section 2, We will reimburse You for the emergency mobile phone charges incurred for such call to Chubb Assistance or the authorized representative of Chubb Assistance, up to the relevant Benefit amount as specified in the Certificate of Insurance, subject to the terms and conditions of this Policy.

Additional Condition

Charges incurred must be supported by an itemized statement of charges.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. telephone calls made via standard land line;
2. public telephone using international calling card.

Section 19 - Personal Liability (Applicable to Return Journey)

If, during the Period of Insurance, whilst You are on a Journey that is a Return Journey, You incur legal liability to a third party, We will indemnify You in respect of each occurrence or a series of occurrences giving rise to such liability arising directly or indirectly from one (1) source or original cause, up to the relevant Benefit amount specified in the Certificate of Insurance subject to the terms and conditions of this Policy as a result of:

- (i) Death or Bodily Injury to any person; and
- (ii) Accidental Property Damage to the property of that person.

Additional Conditions

1. For the avoidance of doubt, in the event You become entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this section, We will only be liable for the excess of the amount recoverable from such other source or insurance.

Additional Definitions

1. **“Property Damage”** means any physical damage to, destruction of, or loss of use of tangible property.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and We will not in any event be liable in respect of any claim under this section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Bodily Injury and Property Damage to the property of or to any person who is Your relative or employee or deemed by law to be Your employee.
2. Property Damage to property which belongs to You or is in Your custody or control.
3. Damages relating to any liability assumed under contract.
4. Damages relating to the wilful, malicious or unlawful act or omission.
5. The ownership, possession or use of vehicles, aircraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the above.
6. Past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional services.
7. Any criminal proceedings taken against You whether You are actually convicted or not.
8. The transmission of communicable disease by You.
9. The possession or use of any controlled substance/drugs unless prescribed by a Physician.
10. Sexual molestation, corporal punishment, physical or mental abuse.
11. Pollution which includes the alleged or potential introduction of substance which makes the environment impure or harmful.

Section 20 - Chubb Assistance Benefit (Applicable to Return Journey)

You are entitled to obtain assistance from Chubb Assistance in respect of the following:-

1. 24-hour Telephone Access
If You require assistance, You may make call collect to the dedicated 24-hour Hotline with trained multi-lingual personnel including a panel of Chubb Assistance appointed physician for immediate assistance and advice.
2. Medical Assistance
 - (i) Medical Service Provider Referral
Chubb Assistance shall provide to You, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists, and dental clinics.
 - (ii) Arrangement of Appointments with Local Doctors for Treatment
Chubb Assistance will assist You to arrange for appointments with general practitioners or specialised doctors.
 - (iii) Arrangement of Hospital Admission
Chubb Assistance will assist You to arrange for Hospital Admission to the nearest suitable hospital which can treat Your condition.

(iv) Arrangement of Medical Expenses Guarantee

Chubb Assistance when authorised by Us, will assist You by guaranteeing medical expenses on Your behalf incurred during Your Confinement.

(v) Child Guard

Chubb Assistance will arrange for one (1) return airfare and hotel accommodation if, during the Period of Insurance, whilst the You are on a Journey, You are Confined in a Hospital outside or within Malaysia and there is no other adult to accompany the Dependent Child(ren) on their journey back to the place where the Return Journey commenced in Malaysia.

(vi) Compassionate Visit

Chubb Assistance will arrange for 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, if, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury or Sickness which results in Confinement of more than 5 days in a Hospital.

3. Travel Assistance

(i) Inoculation and Visa Requirement Information

Chubb Assistance shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organization Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to You at any time, whether or not You are the one travelling or an emergency has occurred.

(ii) Interpreter Referral

Chubb Assistance will provide the names, telephone numbers and, if possible and requested, hours of opening of interpreters' office in foreign countries.

(iii) Lost Luggage Assistance

Chubb Assistance will assist You if Your luggage is lost while travelling by referring You to the appropriate authorities involved.

(iv) Lost Passport Assistance

Chubb Assistance will assist You if Your passport is lost while travelling by referring You to the appropriate authorities involved.

(v) Embassy Referral

Chubb Assistance shall provide the address, telephone number and hours of opening of the nearest appropriate consulate and embassy worldwide.

(vi) Weather and Foreign Exchange Information Services

Chubb Assistance shall provide information to You regarding the exchange rate of major foreign currencies and weather forecasts and temperatures of foreign countries.

(vii) Emergency Message Transmission Assistance

In the event of an emergency or a Confinement, Chubb Assistance will undertake to keep Your immediate family members informed, upon Your or Your Travelling Companion's request and consent to do so.

(viii) Legal Referral

Chubb Assistance will provide You with name, address, telephone numbers, if requested by You and if available, office hours for referred lawyers and legal practitioners.

Part 8 General Conditions

1. **Payment Before Cover Warranty**

It is hereby agreed and declared that the total premium due must be paid to Us on or before the Effective Date of the coverage under the Policy/Certificate of Insurance otherwise no coverage shall be effective.

2. **Entire Contract**

This Policy, Master Policy Schedule, the Certificate of Insurance, and any amendments or endorsements shall constitute the entire contract between parties. No change to the terms and conditions of this Policy shall be valid unless approved in writing by Our authorized representative and such approval shall be endorsed hereon or attached hereto. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

3. **Conditions Precedent To Liability**

Our liability for any Benefit under this Policy is conditional upon:

- (a) the truth of the statements and information as provided to Us by You or the Policyholder; and
- (b) the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You or the Policyholder.

4. **Legal Actions**

No action shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of claim has been filed in accordance with the provisions of this Policy.

5. **Misrepresentation**

The Certificate of Insurance, subject to the terms and conditions of this Policy shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by You which is material to or connected with:

- (a) Your risk experience and claim history;
- (b) Your insurance record, including previous refusals to grant insurance coverage.

6. **Fraud**

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Policyholder, You or any person acting on behalf of to obtain a Benefit under this Policy, We shall have no liability in respect of such claim and We shall be entitled to terminate a Certificate of Insurance and/or this Policy with immediate effect.

7. **Payment Of Benefits**

Any Benefits payable under this Policy shall be paid to You except under Section 3 Chubb Assistance - Emergency Evacuation and Section 4 - Chubb Assistance - Repatriation of Mortal Remains. Any benefits payable under this Policy in the event of death shall be paid to Your estate or the person entitled to under the law. Any receipt by You or Your estate or the person legally entitled of any Benefit payable under this Policy shall in all cases be deemed final and complete discharge of all Our liability in respect of such Benefit.

8. **Premium Payment**

The premium as stated in the Certificate of Insurance will be paid by You via the Policyholder's e-billing system when due and is non-refundable.

9. **Termination For Non-Payment Of Premium**

This Policy or the Certificate of Insurance shall be deemed void from the intended Effective Date if the premium is not paid.

10. Right Of Recovery

In the event authorisation of payment and/or payment is made by Us or Chubb Assistance or an authorised representative of Chubb Assistance for a medical claim whereby policy liability is not engaged, We or Chubb Assistance or an authorised representative of Chubb Assistance reserves the right to recover from You the full sum which We or Chubb Assistance or an authorised representative of Chubb Assistance is liable to the third party service provider for services that were afforded to You.

11. No Multiple Policies

You can only be covered under one Certificate of Insurance issued for the same Journey.

12. Compliance With Policy Provisions

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

13. Other Insurances

If You have any other insurance providing cover for the same loss, damage or liability, We shall not be liable to pay except for any excess beyond the amount which would have been payable under the Policy or Policies had this insurance not been effected. (Not applicable to Part 6, Section 1).

14. Notice Of Trust Or Assignment And Third Party Rights

We shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

A person who is not a party to this Policy contract shall have no right to enforce any of its terms.

15. Arbitration

All differences arising out of the Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either 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 cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

16. Governing Law

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

17. Interest

No amount payable under this Policy shall carry interest unless provided by law.

18. Currency

Premiums payable under this Policy shall be in Malaysian Ringgit (RM). In case a Benefit payable hereunder is denominated in currency other than the currency stated in the Certificate of Insurance, then the conversion rate shall be the middle rate published by Bank Negara Malaysia on the date of agreement between Us and You as to the amount of loss. All claims shall be paid in Malaysian Ringgit unless otherwise agreed by Us and You.

19. Clerical Error

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

20. Privacy Statement

We collect and record the Policyholder and Your personal data to provide, manage, develop and offer the Policyholder and You insurance products and services. For these purposes, We may disclose such personal data to appropriate third parties in or outside the Malaysia, including service providers engaged by Us to deliver Our services or carry out certain business activities on Our behalf and other companies within the associated companies of . The Policyholder and You give Us consent of recording, using and disclosing Policyholder and Your personal data in this way.

Claims Procedure

1. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, written notice shall be given to Chubb Insurance Malaysia Berhad, Claims Department, Wisma Chubb , 38 Jalan Sultan Ismail, 50250 Kuala Lumpur, as soon as possible and in any event, within 31 days after the date of occurrence.

We will then provide You with forms for filing proof of claim.

Any documents or evidence required by Us to verify the claim shall be provided by You at Your own expense.

Any medical examination required by Us to verify the claim will be at Our expense. We shall, in the event of Your death, be entitled to have a post-mortem examination performed at Our own expense where it is not prohibited by law.

Failure to notify Us within the time limit prescribed shall not invalidate the claim if it can be shown, to Our satisfaction that it was not reasonably possible to give such proof within the prescribed time limit for an otherwise legitimate claim.

2. Claims Procedure For Journey Cancellation And Journey Curtailment

We will require travel invoices, medical reports, death certificates and other documents as We may require from time to time. If You or Family Member suffers Bodily Injury or Sickness, We may ask that You or Family Member be examined by a Physician chosen by Us. We may also require that You or Family Member give Us the authorisation to obtain medical records, and copies of other records.

3. Claims Procedure For Medical Expense

If You suffer Bodily Injury or Sickness, We may ask that You be examined by a Physician selected by Us. You must be examined when and as often as We may reasonably require. We may need authorisation to obtain medical records and copies of other records. You must give Us authorisation upon each request.

4. Claims Procedure For Assistance Emergency Evacuation

We will require medical reports or a death certificate, and any other documents as We may require. If You are injured, We may ask that You be examined when and as often as We may reasonably require. We may need authorisation to obtain medical records and copies of other records. You must give Us authorisation upon such request. We may require an autopsy where lawful. Timely notification by You to Our designated service provider is required.

5. Claims Procedures For Accidental Death And Permanent Disablement

We will require medical reports or a death certificate. If You are injured, We may ask that You be examined by a Physician selected by Us. You must be examined when and as often as We may reasonably require. You must give Us authorisation upon each request. We may require an autopsy where lawful.

**This policy is underwritten by
Chubb Insurance Malaysia Berhad**

Complaints

- (1) If You have any complaints in relation to Our services and/or matters relating to this Policy, You are advised to contact Us at:

Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb
38 Jalan Sultan Ismail
50250 Kuala Lumpur
O +6 03 2058 3000
F +6 03 2058 3333
E Inquiries.MY@chubb.com

- (2) In the event You are not satisfied with Our decision, You can refer the matter to Ombudsman for Financial Services (“OFS”) or Bank Negara Malaysia. You can contact them at:

PENGARAH
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
O 1 300 88 5465
F +6 03 2174 1515
E bnmtelelink@bnm.gov.my

Ombudsman for Financial Services
Level 14 Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.
O +6 03 2272 2811
F +6 032272 1577
E enquiry@ofs.org.my
(for claim matters within OFS’s jurisdiction only)

Privacy Notice

In line with the Personal Data Protection Act 2010 (“PDPA”), we are required to inform you that the personal data you have provided to us or that is subsequently obtained by us from time to time (“Personal Data”), may be processed for the purpose of processing your insurance application/proposal, provision of insurance related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, “Purpose”). The Personal Data is obtained when you fill up documents; liaise with us or our representatives; or give it to us or our representatives in person, over the telephone, through websites or from third parties you have consented to.

Although you are not obliged to provide us with your Personal Data, we will not be able to process your application for insurance cover or process your claim if you fail to provide all requested information.

Your Personal Data may be disclosed to our related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry. In such instances, it will be done in compliance with the PDPA.

We may also disclose your Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose your Personal Data to any third party or that we would have had your consent for such disclosure if you had known of the same, and/or if the disclosure is in the public interest.

Your Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that we use external service providers, specific security and confidentiality safeguards have been put in place to ensure your privacy rights remain unaffected.

Where you have given us personal data that is of another individual (“Data Subject”), you must ensure that you have informed the Data Subject that you are providing the Data Subject’s personal data to us, and have gotten the Data Subject’s consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her personal data according to what is stated here.

You may make inquiries, complaints, request for access to or correction of your Personal Data, or limit the processing of your Personal Data at any time hereafter by submitting such request to us at Chubb Insurance Malaysia Berhad (9827-A), Manager, Customer Service Unit, Wisma Chubb, 38 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia (Tel: 1800-88-3226 / E-mail: Inquiries.MY@chubb.com).

By continuing to deal with us, you understand, agree and consent to the terms above with respect to the processing of your Personal Data.

The Bahasa Malaysia version of this Personal Data Protection Notice can be found in our website at <http://www.chubb.com/my-privacy>.

About Chubb in Malaysia

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb's operation in Malaysia (Chubb Insurance Malaysia Berhad) provides a comprehensive range of general insurance solutions for large corporates, small and medium-sized businesses, as well as individuals through a multitude of distribution channels. With a strong underwriting culture, the company offers responsive service and market leadership built on financial strength. Chubb in Malaysia has a network of over 23 branches and more than 2,500 agents.

Contact Us

Chubb Insurance Malaysia Berhad
(formerly known as ACE Jerneh Insurance Berhad) (9827-A)
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

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