

Chubb Travel Insurance (Domestic)

Policy Wordings

CHUBB®

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Policy Wordings

In consideration of payment of premium, We agree to pay benefits in accordance with the Conditions, Definitions, Exclusions and Provisions contained herein.

In witness whereof, We have caused this Policy to be executed and to commence on the Effective Date as stated in the Certificate of Insurance provided that no insurance shall be in force unless the Certificate of Insurance attached hereto is signed by Our authorized representative.

For Chubb Insurance Malaysia Berhad (9827-A)



Authorised Representative

Part 1 Interpretation

Section 1 – Definitions

In this Policy, unless otherwise defined or the context otherwise requires:

Accident or Accidental means a sudden, unforeseen and fortuitous event.

Act of Terrorism means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, which the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. 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 shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

Benefit means the respective benefit, as stated in the Benefit Schedule, payable by Us under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.

Benefit Schedule means the document which is incorporated and forms part of this Policy which contains details of the Benefits for this Policy, according to the type of plan stated in the Certificate of Insurance.

Bodily Injury means Accidental injury sustained by You resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.

Certificate of Insurance means the document which is incorporated and forms part of this Policy which contains details of the cover provided to You by Us.

Child(ren) means Your legal unmarried dependent child(ren), including stepchild(ren) and/or legally adopted child(ren) who is/are at least thirty (30) days old and not older than eighteen (18) years old (or twenty-three (23) years old if studying full-time in a recognized tertiary institution, at the time You apply for this insurance.

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 licensing and training in the geographical area of practice. Chinese Physician shall not include You or any Family Member.

Civil Commotion means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

Common Carrier means any land, sea or air carrier operated under a license for the transportation of fare paying passengers, and which has fixed and established routes only. It does not include taxi or private car, nor does it mean any such carrier if chartered or arranged as part of a tour even if such services are regularly scheduled.

Confined or Confinement means confinement in a 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.

Critical Medical Condition means a medical condition suffered by You as a result of Bodily Injury, which is determined to be life-threatening by the Physician treating You.

Death means death occurring solely, directly and independently of all other causes, as a result of a Bodily Injury.

Dental Expenses means reasonable and necessary charges for emergency dental treatment due to Bodily Injury to natural tooth/teeth caused by an Accident, carried out by a Dentist, medically necessary to treat Your condition that has manifested whilst You are on Your Journey, 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.

Dentist means a legally licensed dentist or dental surgeon qualified by a medical degree and duly registered to practice dentistry and who, in rendering treatment, is practicing within the scope of his licensing and training in the geographical area of practice. Dentist shall not include You or any Family Member.

Destination means the place(s) where You expect to travel to on the Journey, as shown on the travel itinerary.

Effective Date means the commencement date of the Period of Insurance.

Extreme Sports and Sporting Activities means any sports or sporting activities that presents a high level of inherent danger (i.e. Involves a high level of expertise, exceptional physical exertion, highly specialised gear or stunts) including but not limited to big wave surfing, private white water rafting grade 4 and above, canoeing down rapids, cliff jumping, horse jumping, ultra marathons, biathlons, triathlons and stunt riding. This Extreme Sports and Sporting Activities does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and which are provided by a recognised local tour operator but always providing that You are acting under the guidance and supervision of qualified guides and/ or instructors of the tour operators when carrying out such tourist activities.

Family Member means Your Spouse, parents, parents-in-law, grandparents, Child(ren), daughter-in-law, son-in-law, brothers or sisters, brother-in-law, sister-in-law, grandchild(ren), step-brother, step-sister, step-parents, Guardian.

Financial Default means either the complete suspension of operation due to financial circumstances whether or not bankruptcy/liquidation petition is filed; or partial suspension of operations following a filing of a bankruptcy/liquidation petition.

Guardian means an individual who has legal guardianship over a Child(ren) before he/she reaches the age of eighteen (18).

Home means Your usual place of residence in Malaysia.

Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements :

- a) operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as in-patients;
- b) provides full-time nursing service by and under the supervision of a staff of Nurses;
- c) has a staff of one or more Physicians available at all times;
- d) maintains organized facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the established; and
- e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is other than a place for alcoholics or drug addicts.

and 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.

Insured Person means the person who is named in the Certificate of Insurance and is accepted for insurance coverage by Us and whose premium has been paid.

Insured and Spouse Plan shall mean the Policyholder and one of the Policyholder's legal Spouse, who are named as Insured Persons in the Certificate of Insurance. Policyholder here refers to the Insured Person who had purchased the coverage.

Family Plan shall mean :-

- a) the Policyholder and the Policyholder's accompanying Child(ren); or
- b) the Policyholder, one of the Policyholder's legal Spouse and the Policyholder's accompanying Child(ren):

who are named as Insured Persons in the Certificate of Insurance. Policyholder here refers to the Insured Person who had purchased the coverage.

Each Child must be accompanied by at least one (1) of the parents insured under this Policy for any Journeys made during the Period of Insurance.

Journey means any trip undertaken by You within the Period of Insurance for leisure purpose which is :

- i) within Malaysia; and
- ii) excluding daily commute to and from Your place of employment or work; and
- iii) more than fifty (50) kilometres from Your Home

and shall start from the time of leaving Your Home and continue until return to Your Home.

Loss of Hearing means total and irrecoverable loss of hearing which is beyond remedy by surgical or other treatment.

Loss of Limb means total and irrecoverable functional disablement which is beyond remedy by surgical or other treatment, or loss by complete and permanent physical severance, of a hand at or above the wrist or a foot at or above the ankle.

Loss of Sight means the total and irrecoverable loss of all sight in any eye rendering You absolutely blind in that eye and beyond remedy by surgical or other treatment.

Loss of Speech means total and irrecoverable loss of speech which is beyond remedy by surgical or other treatment.

Medical Expenses means Usual, Reasonable and Customary Medical Expenses necessarily and reasonably incurred in the medical or surgical treatment of Bodily Injury covered by this Policy.

Mountaineering or Trekking means the ascent or descent of a mountain (including mountain trekking) of 3,000 meters above sea level ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment, as well as any form of abseiling or rock climbing activities necessitating the use of ropes and other climbing equipment.

Natural Disasters means extreme weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornadoes), naturally occurring wildfires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned above.

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.

Period of Insurance means the period during which the coverage under this Policy is effective, as stated in the Certificate of Insurance.

Permanent Disablement means disablement that results solely, directly and independently of all other causes, from Bodily Injury and which occurs within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, and:

- i) falls into one of the categories listed in the Table of Benefits under Section 1 of Part 7; and
- ii) is a disablement which, having lasted for a continuous and uninterrupted period of at least twelve (12) month, is at the expiry of that period, beyond hope of improvement.

Permanent Total Disablement means disablement that result solely, directly and independently of all other causes, from Bodily Injury which occurs within one hundred and eighty (180) consecutive days of the Accident in which such Bodily Injury was sustained, which, having lasted for 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.

Policy means this policy wording, with the Benefit Schedule and the Certificate of Insurance, and any other documents We may issue that We advise will form part of the Policy.

Policyholder means the person who is named in the Certificate of Insurance as the Policyholder and who pays the premium to Us in respect of the Insured Person(s).

Pre-existing Condition(s) means any condition which You have reasonable knowledge of, in the twelve (12) months prior to the Effective Date. You are considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- i) You have received or are receiving medical treatment, diagnosis, consultation or prescribed drugs, or
- ii) medical advice, diagnosis, care or treatment was recommended by a Physician, or
- iii) clear and distinct symptoms are or were evident, or

iv) its existence would have been apparent to a reasonable person in the circumstances.

Physician means a legally licensed medical practitioner qualified by a medical degree and duly registered to practice western medicine and who, in rendering treatment, is practicing within the scope of his licensing and training in the geographical area of practice. Physician shall not include You or any Family Member.

Return Journey means a return Journey made by You from Your Home to a Destination within Malaysia and back to Your Home, and shall commence on the later of the following :

- i) 12.00 a.m. on the Effective Date of the Period of Insurance specified in the Certificate of Insurance; or
- ii) the time You leave Your home or usual place of employment in Malaysia to commence the trip;

and shall terminate on the earlier of the following :

- iii) 11.59 p.m. on the expiry date of the Period of Insurance specified in the Certificate of Insurance; or
- iv) the time You return to Your Home.

Resident In-Patient means You, whose Confinement is as a resident bed patient and whose confinement is due to Bodily Injury and is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

Riot means the act of any person taking part together with others in any disturbance of the public peace (whether in 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.

Scheduled Departure Date means the date on which You are scheduled to depart on a Journey as set out in Your travel itinerary or travel ticket.

Serious Bodily Injury means Bodily Injury which causes You to be Confined in a Hospital within Malaysia for more than five (5) consecutive days and certified in writing by a Physician.

Sickness means physical condition marked by a pathological deviation from the normal healthy state as verified by a Physician. which requires immediate treatment by a Physician and which is not a Bodily Injury.

Single Trip Policy means a policy issued for the selected plan where You can only make and will only be covered under this Policy for a single Journey to the selected region of travel during the Period of Insurance.

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.

Spouse means the legal spouse, as recognized under applicable Malaysian laws. For the purpose of this Policy, a Common Law marriage is not considered a legal marriage.

Strike means the willful 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 or in minimizing the consequences of any such act.

Traditional Chinese Medicine Expenses means the usual, customary and reasonable expenses for treatments of Bodily Injury by a Chinese Physician.

Travel Companion means a person who has travel bookings to accompany You on the entire Journey. A Travel Companion must be a person who is separately insured under a travel insurance policy underwritten by Us for the same Journey.

Usual, Reasonable and Customary Medical Expenses means charges for treatment, supplies or medical services medically necessary to treat Your 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.

We/Our/Us means Chubb Insurance Malaysia Berhad (9827-A).

You/Your means the applicable Insured Person.

Part 2 Eligibility

1. For an Insured Person to be eligible for cover under this Policy :
 - i) the Policyholder must be a Malaysian, Malaysian Permanent Resident, or holder of a valid (issued by the authorities in Malaysia) work permit, employment pass, dependent pass, long-term social visit pass, or student pass, and be at least eighteen (18) years of age on the Effective Date;
 - ii) under the Insured and Spouse Plan, or a Family Plan, the Spouse must be a Malaysian, Malaysian Permanent Resident, or holder of a valid (issued by the authorities in Malaysia) work permit, employment pass, dependent pass, long-term social visit pass, or student pass, and be at least eighteen (18) years of age on the Effective Date; and
 - iii) under the Family Plan, the Child(ren), must be:
 - a) a Malaysian, Malaysian Permanent Resident, or holder of a valid (issued by the authorities in Malaysia) dependent pass or student pass;
 - b) at least thirty (30) days of age and not more than eighteen (18) years old (or twenty-three (23) years old if studying full-time in a recognized tertiary institution) on the Effective Date;
 - c) unmarried; and
 - d) unemployed.

Part 3 Scope And Limits Of Cover And Benefits

Section 1- Commencement Of Coverage

Coverage under Section 7 of Part 7 for Travel Cancellation is effective upon the issuance of the Certificate of Insurance and terminates on commencement of the planned Journey from Your Home .

For all other Sections, coverage commences upon commencement of the planned Journey.

Section 2 - Limits Of Coverage

1. All Your coverage under this Policy shall terminate automatically on the earliest of the following events:
 - i) Upon the expiry of any Period of Insurance;
 - ii) Upon You ceasing to satisfy any of the eligibility requirements set out herein;
 - iii) Upon Your death;
 - iv) Upon Your return to Your Home.
2. In the event the Policyholder's coverage under this Policy is terminated under Clause 1 above, the entire Policy and coverage for all other Insured Persons in the same Certificate of Insurance (if any) will terminate automatically.
3. Unless otherwise provided in an appropriate endorsement, You shall only be covered :

- (i) for the first thirty (30) consecutive days of the Journey, and We shall not be liable in respect of any loss occurring after 12.00a.m. on the thirty first (31st) 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 3 – Automatic Policy Extension

1. 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 period of seven (7) days without additional premium.
2. In the event that You are being prevented from completing the return leg of a Return Journey within the Period of Insurance, as a result of You being Confined in a Hospital at the Destination within Malaysia at the expiry of the Policy whilst during the Your Journey, the Period of Insurance shall be automatically extended for up to seven (7) 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 claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

1. Declared or undeclared war or any act of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
2. 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 to 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.
3. Any willful or intentional acts of Yours whether sane or insane, self-inflicted injury, suicide pacts or agreements or any attempts thereat, provoked homicide or assault.
4. You acting as a law enforcement officer, emergency medical or fire service personnel, civil defense personnel or military personnel of any country or international authority, whether full-time service or as a volunteer.
5. You engaging in, practicing for, taking part in or training in any speed contest or racing, any professional competitions or sports or any sports in which You would earn or could earn or receive remuneration, sponsorships, donations or any forms of financial rewards. Racing on foot shall not be excluded, unless it is considered an ultra-marathon, biathlon, or triathlon.
6. You participating in Extreme Sports and Sporting Activities.
7. You participating in Mountaineering or Trekking.

8. Scuba diving unless You hold a PADI certification (or similar recognized qualification) or when diving with a qualified instructor. In these situations the maximum depth that this Policy covers is as specified under Your PADI certification (or similar recognized qualification) but no deeper than thirty (30) meters and You must not be diving alone.
9. You participating in off-piste skiing, ski-jumping, ski-bob racing, skiing off trail, freestyle skiing, and use of bob sleighs.
10. You participating in private hunting trips.
11. 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 (tumor) found in the presence of HIV, AIDS or ARC.
12. Any condition which is, results from or a complication of pregnancy, childbirth, miscarriage (except miscarriage due to Bodily Injury as direct result of an Accident as covered under Section 2 of Part 7) or abortion.
13. The alcohol content in the blood and/or urine samples exceeding the limit permitted by law of the country in which the Bodily Injury occurred or drugs not prescribed by a Physician and not for treatment of drug addiction.
14. Illegal acts (or omissions) by You or Your executors, administrators, legal heirs or personal representatives.
15. Loss resulting directly or indirectly from action taken by any Government Authorities including confiscation, seizure, destruction and restriction.
16. You engaging in aviation, other than as a fare-paying passenger in, boarding and alighting from any fixed-wing aircraft provided and operated by a regularly scheduled airline or private unscheduled air chartered company which is duly licensed for the regular transportation of fare-paying passengers or in a helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers, provided such helicopter is operated only between established commercial airports and/or licensed heliports.
17. 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.
18. Any Pre-existing Conditions or congenital conditions.
19. 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.
20. You not taking all reasonable efforts to safeguard Your property or to avoid any injury or minimize any claim under the Policy.
21. Any condition which is, results from or a complication of suicide or attempted suicide or intentional self-injury.
22. Illnesses or disorders of a psychological nature, mental and nervous disorders, including but not limited to insanity.
23. whilst 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.

24. Any condition which results from or is a complication of any venereal disease.
25. 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 territory of Your Destination within Malaysia, unless the Journey had already commenced prior to the issuance of the travel advice.
26. Consequential loss or damage of any kind.
27. Any losses caused by terrorist attacks by nuclear, chemical and/or biological substances.
28. Your direct participation in any Act of Terrorism.
29. Sickness, illness, diseases or any bacterial infection other than bacterial infection that is the direct result of accidental cut or wound.
30. 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 Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

Part 5 Special Conditions

1. Cancellation

We will not refund the premium once the Certificate of Insurance or policy is issued.

2. Age Limit Eligibility

The age eligibility for You to qualify for cover under the Policy is thirty (30) days up to eighty (80) years of age on the Effective Date.

In the event that You are below the age of eighteen (18) years old, Your parent or Guardian shall enter into this contract of insurance with Us on Your benefit.

Part 6 General Conditions

1. Payment Before Cover Warranty

It is hereby agreed and declared that the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the commencement date of the coverage under the Policy, Renewal Certificate, Certificate of Insurance, or Endorsement.

In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the commencement date referred to above, then the Policy, Renewal Certificate, Certificate of Insurance and Endorsement shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Certificate of Insurance, or Endorsement.

2. Entire Contract, Changes

This Policy, the Certificate of Insurance, the Benefit Schedule and any amendments or endorsements shall constitute the entire contract of insurance. 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

The due observance and fulfilment of the terms, provisions and conditions of this Policy by You and in so far as they relate to anything to be done or complied with by You shall be conditions precedent to Our liability to make any payment under this Policy.

4. Legal Action

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

If the proposal or declaration (whether verbal or written) by You is found to be deliberately or recklessly untrue in any respect or if any material fact affecting the risk has been deliberately or recklessly incorrectly stated or omitted, or if this insurance, or any renewal thereof shall have been obtained through any deliberate or reckless misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim, then in any of these cases, this Policy, or any affected Certificate of Insurance, shall be void.

6. Your Duty To Us

You must take reasonable care:

- (a) not to make a misrepresentation to Us when answering any questions We may ask;
- (b) when renewing this Policy or any coverage, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy or such coverage; and
- (c) to disclose to Us any matter, other than what We have asked in (a) and (b) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.

Breach of Your duty as stated above may result in Us avoiding the Policy or affected Certificate of Insurance and refusing all claims, or the terms of the Policy or affected Certificate of Insurance being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.

7. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, You or Your legal representative must give Us written notice as soon as possible and, in any event, within thirty (30) days after the date of occurrence to Our Claims Department, Wisma Chubb, 38 Jalan Sultan Ismail, 50250 Kuala Lumpur.

If You, or Your legal representative wishes to make a claim You or they must:

- a) complete a claim form (claim forms are available from Us);
- b) attach to the claim form:
 - i. original receipts for any expenses that are being claimed;

- ii. any reports that have been obtained from the police, a carrier or other authorities about an Accident, loss or damage; and
 - iii. any other documentary evidence required by Us under Your Policy.
- c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the loss taking place which gives rise to a claim; and
 - d) give Us at Your, or Your legal representative's expense all medical and other certificates/reports/documents and evidence required by Us that is reasonably required to assess the claim.

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one and it is not forbidden by law.

8. Payment Of Benefits

Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the benefits.

Benefits payable under this Policy shall be paid to You. Benefits payable under this Policy in respect of any claims by or on behalf of any Child(ren) insured hereunder shall be paid to the Insured Person who had purchased the coverage, provided that such Insured Person had insurable interest on the life of the Child(ren)

Any benefits payable under this Policy in the event of Your Death shall be paid to Your nominee or to the person We are required to pay under the law, if there is no such nominee

9. Interpretation

This Policy, including the application, certificate, endorsement, and amendments, if any shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

10. Termination For Non-Payment Of Premium

This Policy or any Certificate of Insurance shall be deemed to have been void from date of issue if the premium is not paid.

11. Our Right After A Claim

We shall be allowed to conduct in Your name and on Your behalf the defense or settlement of any legal action and take proceedings at Our own benefit but in Your name to recover compensation from any third party in respect of anything covered by this Policy.

12. Multiple Policies

You can only be covered under one travel insurance policy underwritten by Us for the same Journey. Any additional travel insurance policies underwritten by Us that is/are taken up by You will be void.

13. Compliance With Policy Provisions

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

14. Contribution

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 Policy, We will only be liable for the excess of the amount recoverable from such other source or insurance.

15. Jurisdiction

All disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.

16. 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.

17. Governing Law

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

18. Interest

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

19. Currency And Exchange Rate

Premiums and benefits payable under this Policy shall be in Malaysian Ringgit. In the event reimbursement of any Benefits under this Policy are based on bills in a currency other than Malaysia Ringgit, We shall pay the reimbursement in Malaysia Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the charges are incurred.

20. Clerical Error

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

21. Geographical Areas

Within Malaysia only.

Part 7 Benefits

We will only pay for one (1) Benefit under the respective Sections below :

- i) Sections 7 or 8
- ii) Sections 9 or 10 or 13B

Section 1 – Personal Accident

If, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury which results in Death or Permanent Disablement within one hundred and eighty (180) days after the date of the Accident, We will pay the compensation according to the scale stated in the Table of Benefit below and up to the maximum relevant benefit amount specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

Table Of Benefits

Death or Type of Permanent Disablement	Compensation Payable % of maximum sum insured specified in the Benefit Schedule
Death	100%
Permanent Total Disablement	100%
Loss of Speech and Loss of Hearing in both ears	100%
Loss of Sight in both eyes	100%
Loss of Limbs to at least two limbs	100%
Loss of Limb to one limb	50%
Total and irrecoverable loss of lens of at least one eye, which is beyond remedy by surgical or other treatment	50%
Loss of Speech	50%
Loss of Hearing in	
i) Both Ears	50%
ii) One Ear	15%

The occurrence of Death or any specific Permanent Disablement for which is payable under this Section shall at once terminate all insurance under the Policy, but such termination shall be without prejudice to any other claim originating from the Accident causing such Death or Permanent Disablement.

No payment will be made under any circumstances for more than one of the items stated in the Table of Benefits above. Where You suffer more than one type of Permanent Disablement in the same Accident, Our liability under this Section shall be limited to one payment for the type of Permanent Disablement which, of all the Permanent Disablement actually suffered, attracts the largest percentage stated in the Table of Benefits above.

No payment will be made for any of the items stated in the Table of Benefits above caused by or resulting from Sickness, disease or bacterial infection.

Section 2 – Medical Expenses

If, during the Period of Insurance, whilst You are on a Journey, You incur Medical Expenses as a direct result of Bodily Injury, or Dental Expenses as a direct result of Bodily Injury, We will reimburse You in respect of such Medical Expenses and Dental Expenses up to a maximum of the relevant Benefit amount specified in the Benefit Schedule subject to the terms and conditions of this Policy.

Covered Expenses

We will pay:

- a) for Medical Expenses, only the medical, hospital, surgical treatment necessarily incurred as a direct result of Bodily Injury sustained by You during the Period of Insurance. The treatment must be given by a Physician.
- b) for Dental Expenses, only the emergency dental treatment as a direct result of Bodily Injury to sound natural teeth occurring during the Period of Insurance. The treatment must be given by a Dentist.

Additional Conditions

1. 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.
2. You should seek necessary medical treatment at any registered clinic or Hospital within twenty-four (24) hours of the Accident causing the Bodily Injury. Follow-up treatment for the same covered Bodily Injury will be provided up to the last day of the Period of 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 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 relating to any treatment for Bodily Injury where such treatment was sought and/or received after twenty-four (24) hours from the time the Bodily Injury was first sustained.
2. Any expenses incurred for prostheses, contact lenses, spectacles, hearing aids, dentures or medical equipment.
3. Any expenses relating to any treatment not prescribed by a Physician or Dentist (as the case may be).
4. Any expenses incurred in relation to traditional treatment or treatment by a Chinese Physician.
5. Surgery or medical treatment which in the opinion of the Physician or Dentist (as the case may be) treating You can be reasonably delayed until Your return to Your Home.
6. Any further expenses incurred by You if We wish to return You to Your Home but You refuse (where in the opinion of the treating Physician or Dentist (as the case may be) and Chubb Assistance You are fit to travel).
7. Any treatment obtained in Your Home, unless specifically provided for under this Policy.
8. Any Bodily Injury that occurred before the commencement of Your Journey.

Section 3 – Daily Hospital Income

If, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury and are Confined in a Hospital at the Destination within Malaysia as a direct result of such Bodily Injury, We will pay You the relevant daily Benefit amount specified in the Benefit Schedule subject to the terms and conditions of this Policy.

The daily benefit amount shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and up to the maximum of the relevant Benefit amount specified in the Benefit Schedule.

Provided further that this Benefit shall only be payable if all of the following conditions are met:

- i) Confinement must occur within thirty (30) days of the Accident causing the relevant Bodily Injury first being sustained; and
- ii) Confinement must be considered medically necessary by a Physician in his professional capacity.

Provisions

- 1) If You are above the age of sixty-five (65) years but under the age of eighty (80) years at the time of commencement of such Confinement, the daily Benefit amount payable shall be limited to RM50 for each complete day of Confinement up to a maximum number of days specified in the Benefit Schedule.
- 2) No Benefit will be payable if such Confinement is not covered under Section 2 - Medical Expenses.

Section 4 – Compassionate Visit

If, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury which results in Death for which a benefit is payable under Section 1 – Personal Accident and no adult is with You, We will indemnify the travel (economy return travel ticket) expenses and ordinary room accommodation expenses in any reasonable hotel at the Destination within Malaysia necessarily incurred for one (1) Family Member, relative or friend to assist in the final arrangements of Your Death, up to the maximum of the relevant Benefit amount specified in the Benefit Schedule subject to the terms and conditions of this Policy.

This Benefit does not cover any other incidental expenses and/or charges that are incurred by Your Family Member, relative or friend, such as but not limited to cost of other transport, upgrades, drinks, meals, and optional/additional room services.

Section 5 - Child Guard

If, during the Period of Insurance, whilst You are on a Journey, You sustain Bodily Injury and are Confined in a Hospital at the Destination within Malaysia as a direct result of such Bodily Injury and there is no other adult to accompany Your Child(ren) who are insured under this Policy on their journey Home, We will indemnify You for the travel (economy return travel ticket) expenses and ordinary room accommodation expenses in any reasonable hotel within Malaysia necessarily incurred for one (1) Family Member, relative or friend to travel to and accompany Your Child(ren) back to Your Home, up to the maximum of the relevant Benefit amount specified in the Benefit Schedule subject to the terms and conditions of this Policy.

This Benefit does not cover any other incidental expenses and/or charges that are incurred by Your family member, relative or friend, such as but not limited to cost of other transport, upgrades, drinks, meals, and optional/additional room services.

Section 6 – Emergency Medical Evacuation And Repatriation

If during the Period of Insurance, whilst You are on a Journey, You suffer from a Critical Medical Condition (as defined in this Section) and in the opinion of Chubb Assistance, or an authorized representative of Chubb Assistance, it is judged medically appropriate to move You to another location for medical treatment, or to return You to Your Home, Chubb Assistance or its authorized representative, shall arrange for the evacuation utilizing the means best suited to do so based on the medical severity of Your condition. We shall pay directly to Chubb Assistance the Covered Expenses for such evacuation, up to the relevant Benefit amount specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

In the event You cannot for reasons beyond Your control notify Chubb Assistance, and nevertheless make arrangements for Your own evacuation, We shall, if satisfied that the arrangements were medically appropriate in view of Your Critical Medical Condition (as defined in this Section) at that time, indemnify You in respect of the expenses incurred, up to an amount which would have been payable to Chubb Assistance for services provided under the same circumstances, subject to the terms and conditions of this Policy and in any event not exceeding the relevant Benefit amount specified in the Benefit Schedule.

The means of evacuation arranged by Chubb Assistance, or its authorized representative, may include air ambulance, surface ambulance, regular 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 authorized representative, and will be based solely upon medical necessity.

Additional Conditions

1. Chubb Assistance must be promptly informed of any potential claims for Medical Evacuation Expenses.
2. You shall not attempt to provide solutions to problems encountered without involving Chubb Assistance. Such action shall prejudice all claims for Medical Evacuation Expenses.
3. Repatriation will be organized 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. In the event that Chubb Assistance are 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 directly for all costs incurred for the said services.
5. In the event that Chubb Assistance service 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 to the Hospital where appropriate medical care and facilities are available. You shall assist Us in recovering any refunds from the carriers concerned. The proceeds of such refund shall belong to Us.
6. You hereby agree to pay Chubb Assistance directly for any Medical Evacuation Expenses incurred by You that is in excess of the relevant Benefit specified in the Benefit Schedule.
7. You must comply in full with the decisions made by Chubb Assistance. Failure to comply in full exempts C 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 4 and/or 6 above and/or any other services not covered under this Policy.

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 4 and/or 6 above and/or any other services not covered under this Policy.

Additional Definitions

Critical Medical Condition means a medical condition suffered by You as a result of Bodily Injury, which is determined to be life threatening by a Physician designated by Chubb Assistance at the Physician's absolute discretion.

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 Emergency Medical Evacuation as described herein.

Medical Evacuation Expenses means all expenses incurred in repatriating You who are suffering from a Critical Medical Condition to the nearest Hospital where appropriate medical care and facilities are available or to Your Home including necessary expenses incurred for qualified medical staff to accompany You (as deemed necessary by Chubb Assistance in its absolute discretion), provided that such repatriation is:

- a) Certified by a Physician to be medically necessary and
- b) Organized by Chubb Assistance.

Emergency Repatriation Expenses means all funeral expenses incurred in Your burial or cremation, or the costs incurred for transporting Your body back to Your Home.

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 and Repatriation 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 Chubb Assistance or its authorized representative.
3. Any treatment performed or ordered by a person who is not a Physician.
4. Any expenses incurred if You are not suffering from a Critical Medical Condition or if the treatment can be reasonably delayed until You return to Your Home.
5. Any expenses which are recoverable from any other insurance coverage that You are entitled to.
6. Any such expenses that are incurred after thirty (30) days from the time of Accident. This exclusion does not apply when the first expense was incurred in the first thirty (30) days from the date of Bodily Injury.
7. Any expenses where there is no valid claim under Section 2 – Medical Expenses.

Section 7 – Travel Cancellation

We will reimburse You in respect of Cancellation Expenses up to the relevant Benefit amount as specified in the Benefit Schedule, subject to the terms and conditions of this Policy, if during Your coverage under this Policy, You are forced to cancel Your Journey as the direct and necessary result of any of the following reasons:-

- i) Your death;
- ii) You sustaining Bodily Injury, which in the opinion of a Physician causes You to be unfit to travel on a Scheduled Departure Date;
- iii) the death of Your Family Member or Travel Companion before the Scheduled Departure Date;
- iv) Bodily Injury of Your Family Member or Travel Companion necessitating him/her to be Confined to a Hospital;
- v) You or Your Travel Companion are or required to be in compulsory quarantine, or jury service, or are subpoenaed or hijacked;
- vi) cancellation of scheduled Common Carrier services consequent upon Strike, Riot or Civil Commotion which is beyond Your control at the planned Destination within Malaysia;
- vii) Your Home becoming uninhabitable following fire, storm, or flood occurring such that Your presence is required on the premises on the Scheduled Departure Date; or
- viii) due to Natural Disasters at the Destination within Malaysia which prevent You from commencing the Journey.

Whereby, in the context of cancellation of a Journey:

- a) for paragraph (ii), (iii), (iv), (v), (vi) the event mentioned must occur within seven (7) days before the Scheduled Departure Date;
- b) for paragraph (vii), the respective events mentioned must occur within seven (7) days before the Scheduled Departure Date and must be accompanied with requisite proof or report from relevant authority(s); and
- c) for paragraph (viii), the respective events mentioned must occur within seven (7) days before the Scheduled Departure Date and must be accompanied with travel advice from relevant authority(s).

This coverage is effective only if You purchased this Policy before You become aware of any circumstances, which could lead to the disruption of the planned Journey.

Additional Definition

Cancellation Expenses means loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been or will not be used, but which become forfeited 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 or Travel Companion for any reason;
2. Financial circumstances of Yours or a Family Member or Travel Companion;
3. Pre-existing medical condition of a Family Member or Travel Companion.
4. Any business, financial or contractual obligations of Yours or a Family Member or Travel Companion;
5. Financial Default by the person, agency, airline or tour operator with whom You made Your travel arrangements;
6. 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.
7. Any government regulation, act or prohibition.
8. Carrier caused cancellation unless they are the result of matters stated under Section 7(vi) above.
9. Travel arrangements cancelled by an airline, cruise line or tour operator unless the cancellation is the result of matters stated under Section 7(vi) above.

10. An event or circumstance which occurs prior to the date of issue of the Certificate of Insurance or date of purchasing or making arrangements for the Journey.
11. Delay or amendment of the booked itinerary, or failure in provision of any part of the booked Journey (including error, omission or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked.
12. You on whom the Journey is dependent on being involved in any unlawful act or criminal proceedings, unless Your attendance in court in such criminal proceedings in a court of law is required under a subpoena.
13. Your failure to notify travel agent/tour operator or provider of transport or accommodation immediately upon finding it necessary to cancel the travel arrangements.
14. Any loss or compensation for any air miles, frequent flyer points, or holiday points You earned or used to pay for the Journey in part or in full.

Section 8 – Travel Curtailment

If, during the Period of Insurance, You are forced to Curtail any part of a Journey as a direct and necessary result of any of the following reasons, We will reimburse You in respect of Curtailment Expenses incurred up to the maximum relevant Benefit amount specified in the Benefit Schedule subject to the terms and conditions of this Policy:

- a) You suffering Serious Bodily Injury and upon obtaining medical advice during Your Journey. A medical certificate must be obtained from the Physician who is treating You, advising You to return to Your Home due to the Serious Bodily Injury;
- b) Unexpected death or Serious Bodily Injury of a Family Member, or Travel Companion;
- c) Unexpected death of a Family Member remaining in Your Home;
- d) Unexpected Serious Bodily Injury of a Family Member remaining in Your Home which requires Hospital Confinement for more than five (5) consecutive days;
- e) Hijack of the aircraft in which You are on board as a passenger;
- f) Natural Disasters which prevent You from continuing Your scheduled Journey;
- g) Your Home becoming uninhabitable following fire, storm, or flood occurring such that Your presence is required on the premises; or
- h) The unexpected outbreak of Strike, Riot, or Civil Commotion occurring during the scheduled Journey which is beyond Your control at the planned Destination within Malaysia that will put Your life in danger.

Whereby, in the context of Curtailment of a Journey, the event mentioned in (a) to (h) above must occur after You have commenced the Journey.

If the Curtailment Expenses claimed relate to travel tickets, the reimbursement will only be on the unused sector of the travel tickets.

For hijack, proportional return of the irrecoverable prepaid cost shall be calculated from the date of occurrence to the expiry of the planned Journey or Policy cover whichever is earlier.

This coverage is effective only if You purchased this Policy before You become aware of any circumstances, which could lead to the disruption of the planned Journey.

Additional Definitions

1. Curtailment or Curtail means cutting short the Journey by early return to Your Home after arrival at the booked Destination within Malaysia as shown on the booking invoice or ticket.
2. Curtailment Expenses means:
 - i. loss of deposits, advance payments for accommodation or other charges (excluding cost of the original travel ticket for returning to Malaysia), which have not been and will not be used but become forfeited or payable under contract;
 - ii. any additional administrative expenses incurred where it is possible to amend the original travel ticket; or

- iii. additional travel (limited to economy class fare) expenses if it is not possible to amend the original travel ticket as confirmed by carrier/travel operator and reasonable accommodation expenses resulting from the reasons mentioned above.

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 or Travel Companion for any reason;
2. Financial circumstances of Yours or a Family Member or Travel Companion;
3. Any business, financial or contractual obligations of Yours or a Family Member or Travel Companion;
4. Financial Default by the person, agency, airline 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. Government regulation, act or prohibition.
7. Delay or amendment of the booked itinerary, or failure in provision of any part of the booked Journey (including error, omission, or default) by the provider of any service forming part of the booked Journey as well as of the agent or tour operator through whom the Journey was booked;
8. You on whom the Journey is dependent on being involved in any unlawful act or criminal proceedings, unless Your attendance in court in such criminal proceedings in a court of law is required under a subpoena;
9. Your failure to notify travel agent/tour operator or provider of transport or accommodation immediately upon finding it necessary to cancel or curtail the travel arrangement;
10. Pre-existing medical condition of a Family Member or Travel Companion.
11. An event or circumstance which occurs prior to the date of issue of the Certificate of Insurance or date of purchasing or making arrangements for the Journey.
12. Any loss or compensation for any air miles, frequent flyer points, or holiday points You earned or used to pay for the Journey in part or in full.

Section 9 – Loss Or Damage Of Personal Property And Baggage

If, during the Period of Insurance, whilst You are on a Journey, You sustain loss of or damage resulting in loss of use of Your Personal Property and Baggage due to robbery, burglary, theft or by force, violence, or threat of violence, We will indemnify You in respect of such loss or damage up to the relevant Benefit amount stated in the Benefit Schedule subject to the terms and conditions of this Policy.

Additional Conditions

- a) We will only pay You up to maximum of:
 - i) the Benefit amount for any one article or a pair or a set of articles as specified in the Benefit Schedule;
- b) We may make payment subject to due allowance of wear and tear and depreciation or at Our option replace or repair such articles.
- c) 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.
- d) The loss or damage of each article must be accompanied by proof of purchase such as but not limited to receipts, bank statements or credit card statements. If no proof of purchase is provided, We may decline the claim or accept it at a reduced value.
- e) We will only pay for loss of or damage to Your baggage that is checked in and tagged under Your name by the Common Carrier or service provider. Any claim that results from You losing Your baggage or it being

damaged while being held by the Common Carrier or service provider should be made to the Common Carrier or service provider first. Any claim made under this Section must be accompanied by proof of compensation received from the Common Carrier or service provider or where such compensation is denied, proof of such denial.

- f) 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

Personal Property and Baggage means personal goods belonging to You, which are taken by You on the Journey or acquired by You and carried on Your person or hand-carried or check-in as accompanied baggage with the Common Carrier during the Journey.

Portable Computer(s) means laptop, Notebook, Netbook, I Pad and hand-held computers.

Public Place means any place the public has access to.

Jewellery means objects such as rings, bracelets, brooches, necklaces, bangles, ear rings, and lockets that are worn on the body as decoration, which have inclusions of precious metals, including but not limited to gold and silver with precious stone or semi-precious stones.

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 property and/or baggage caused by wear and tear, gradual deterioration, destruction by 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 property and/or baggage caused by mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by You to repair, clean or alter such property and/or baggage.
3. loss or damage of property and/or baggage resulting directly or indirectly from 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 and/or baggage arising from confiscation or retention by customs or other officials or government authority.
5. Loss or damage of property and/or baggage as a result of Your failure to take due and reasonable care and precautions to safe-guard and secure such property and/or baggage.
6. Loss or damage of Portable Computers not carried as hand-carried baggage and kept under Your supervision.
7. Loss or damage or derangement or breakages of fragile or brittle articles.
8. Loss of data recorded on tapes, cards, discs or otherwise, including the cost of reproducing the data.
9. Loss or damage not reported to either the police or relevant authority within the jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage.
10. Loss or damage of property whilst in the custody of an airline or other Common Carrier, unless reported immediately on discovery and, in the case of an airline, a Property Irregularity Report is obtained.
11. Loss or damage of property insured under any other insurance policy, or otherwise reimbursed by a Common Carrier or any other third party.
12. Loss or damage due to defective materials or craftsmanship.
13. Loss of or damage to property left unattended in a Public Place.
14. Loss of or damage to property left unattended in any motor vehicle (unless stored in the locked boot or compartment).

15. Mysterious disappearance.

Property Not Covered

We will not pay for damage due to or loss of:

- i) animals, insects, rodents;
- ii) motor vehicles, aircraft, bicycles and other conveyances or equipment or parts pertaining to such conveyances;
- iii) artificial limbs, false teeth, hearing aids, any type of eyeglasses, contact lenses or corneal lenses;
- iv) tickets;
- v) coupons, negotiable instruments, title deeds, manuscripts, money, stamps, stocks and bonds, postal or money orders, securities of any kind;
- vi) property shipped as freight, or shipped prior to the Scheduled Departure Date;
- vii) cards, including but not limited to credit cards, cash card, identity card, driving license;
- viii) contraband;
- ix) business goods or samples/prototypes or equipment of any kind or any products/components meant for trade;
- x) hired or leased equipment;
- xi) any consumable and/or perishable item(s);
- xii) computers (including software and accessories) other than Portable Computers;
- xiii) cash or cash equivalents, bank note(s), casino chip(s), voucher(s);
- xiv) musical instrument, household effect(s), antique(s), artifact(s), painting(s), object(s) of art, gem stone(s);
- xv) wheelchair(s), baby/children stroller(s);
- xvi) Golf Equipment (as defined in Section 20A);
- xvii) Jewellery and watches.

Section 10 – Baggage Delay

If, during the Period of Insurance, whilst You are on a Journey, Your checked-in baggage(s) is/are delayed by a Common Carrier operator and is not delivered to You within six (6) hours of Your arrival at the scheduled Destination within Malaysia, We will pay You the relevant Benefit amount specified in the Benefit Schedule for every full six (6) consecutive hours of delay, up to the maximum of the relevant Benefit amount specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

For the avoidance of doubt, the amount per six (6) hours specified in the Benefit Schedule under this Section is based on each Insured Person and not on each piece of baggage.

The total amount of Benefit for a Journey that is payable under this Section for each Insured Person shall be up to the maximum of the relevant Benefit amount specified in the Benefit Schedule.

The delay must be verified in writing by the operator(s) of the Common Carrier or their handling agent(s) as well as the number of hours delayed.

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. Baggage delay not immediately reported to the operator(s) of the Common Carrier.
2. Baggage delay which You and/or anyone else has received compensation from the operators of the Common Carrier in which You and/or they were traveling.
3. Baggage delay on the Return Journey to Your Home.

Section 11 – Travel Delay

If, during the Period of Insurance, whilst You are on a Journey, the departure of the Common Carrier in which You had arranged to travel is delayed for at least six (6) consecutive hours at any single Destination within Malaysia from the time specified in the itinerary supplied to You due to:

- a) Strike or industrial action;
- b) adverse weather conditions;
- c) mechanical breakdown/derangement of the Common Carrier;
- d) grounding of the Common Carrier as a result of mechanical or structural defect;
- e) Natural Disasters;
- f) any event leading to airspace restrictions or airport closure.

We will pay You the relevant Benefit amount specified in the Benefit Schedule for every full six (6) consecutive hours of delay, up to the maximum of the relevant Benefit amount specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

The period of delay shall be calculated from the original departure time as stated in Your ticket or travel itinerary to the departure of the next available Common Carrier or any other alternative means of transportation, whichever is earlier.

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

This coverage is effective only if You purchased this Policy before You become aware of any circumstances, which could lead to the disruption of the planned Journey.

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. Your failure 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. Your late arrival at the airport or port after check-in or boarding time (except if the late arrival is due to Strike or industrial action).
4. Failure of public transport services arising from Strike or industrial action which commenced or was announced before the commencement of the Journey.
5. Any travel insurance purchased within six (6) hours from the original scheduled departure time as stated in Your ticket or travel itinerary.
6. Any delay which You have been made aware of twenty-four (24) hours prior to the original scheduled departure time stated in Your ticket or travel itinerary.

Section 12 – Personal Liability

If, during the Period of Insurance, whilst You are on a 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 as specified in the Benefit Schedule subject to the terms and conditions of this Policy. The legal liability must be in respect and as a result of:

- i) Accidental death or Accidental bodily injury to any third party; or
- ii) Accidental Property Damage to property of third party;

that occurred during Your Journey.

We will also reimburse You for:

- a) All cost and expenses in respect of which a claim of damages for negligence under this Section is recoverable by a third party claimant from You.
- b) All cost and expenses in respect of which a claim of damages for negligence under this Section incurred with Our written consent.

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.
2. No admission, offer, promise, payment or indemnity shall be made without Our written consent and We shall be entitled to take over and conduct in Your name the defense or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You hereby agree to give all information and assistance as We may require. Every letter, claim, writ, summons and process shall be forwarded to Us upon receipt. Written notice shall also be given to Us immediately upon You receiving notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this coverage.
3. We may at any time pay to You in connection with any claim or series of claims the limit of indemnity (after the deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Additional Definitions

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. Harm and Property Damages to the property of or to any person who is Your Family Member, relative or employee or deemed by law to be Your employee.
2. In respect of death, disablement, bodily injury or sickness suffered by any person who is under a contract of service or training with You when such event arises out of and in the course of his or her employment by You.
3. In respect of death, disablement, bodily injury or sickness suffered by any Family Member or any person with whom You reside.
5. Property Damage to property which belongs to You or held in trust by You or is in Your custody or control.
6. Damages relating to any liability assumed under contract.
7. Damages relating to the willful, malicious or unlawful act or omission on the part of You.
8. The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the above.
9. Past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional services.
10. Any criminal proceedings taken against You whether You are actually convicted or not.
11. The transmission of communicable disease by You.
12. The possession or use of any controlled substance/drugs unless prescribed by a Physician.
13. Sexual molestation, corporal punishment, physical or mental abuse.
14. Pollution which includes the alleged or potential introduction of substance which makes the environment impure or harmful.
15. The influence of intoxicants.
16. Riding or driving in races or rallies.

Section 13a – Golf Benefit : Hole-In-One

If, during the Period of Insurance, whilst You are on a Journey, You score a Hole-in-One as defined in St. Andrew's Golf Rules, We will reimburse You for the Hospitality Expenses incurred up to the relevant Benefit amount specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

Additional Definition

Hospitality Expenses means customary food and beverages purchased at the golf club house for the purpose of celebrating the Hole-in-One scored by You.

Additional Condition

Any claims for reimbursement must be accompanied by a copy of the certificate for the Hole-in-One issued by the club and original receipts supporting the Hospitality Expenses.

Section 13b – Loss Of Golf Equipment Due To Theft

If, during the Period of Insurance, whilst You are on a Journey, You sustain loss due to theft to Your Golf Equipment only, We will indemnify You in respect of such loss up to the relevant Benefit amount as specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

Additional Definition

Golf Equipment means golf clubs, golf bag, golf shoes and non-motorized golf trolley.

Additional Conditions

- a) All Golf Equipment must be owned by You and not hired by, loaned or entrusted to You.
- b) We will indemnify after taking into account wear and tear and depreciation or at Our absolute discretion, replace or repair such items;
- c) The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours of such loss. 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.
- d) 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 that portion of the loss which is in 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 this Section which is directly or indirectly, caused by, a consequence of, arising from, in connection with or contributed by any of the following:

1. loss occurring during the use of the Golf Equipment;
2. loss of Golf Equipment caused by wear and tear, gradual deterioration, destruction by moths, vermin, inherent vice;
3. loss arising from confiscation or retention of the Golf Equipment by customs or other officials;
4. loss as a result of Your failure to take due and reasonable care and precautions to safe-guard and secure the Golf Equipment;
5. Any type of damage to the Golf Equipment.

Section 13c – Unused Golf Green Fees

If, during the Period of Insurance, whilst You are on a Journey, You are prevented from playing golf as a result of Bodily Injury, We will indemnify You for any non-refundable, pre-paid and unused green fees up to the relevant Benefit amount as specified in the Benefit Schedule, subject to the terms and conditions of this Policy.

Additional Condition

Any claims for indemnity must be accompanied by a copy of a medical report from the Physician substantiating the Bodily Injury and confirming Your inability to play golf as a result of such Bodily Injury during the period for which the indemnity is being claimed.

Section 14 – Home Inconvenience Allowance (Applicable To Chubb First Plan Only)

If, during the Period of Insurance and whilst You are on a Journey, You suffer a loss of or damage to Home Contents kept in Your Home that was left vacant, arising out of burglary or fire, We will indemnify You for such loss or damage up to the relevant Benefit amount as specified in the Benefit Schedule subject to the terms and conditions of this Policy:-

Additional Conditions

- a) We will only pay You up to a maximum of RM500 as specified in the Benefit Schedule for any one article or pair or set of articles.
- b) In settling claims for theft or total destruction, the basis of settlement will be replacement in the same form without deduction for wear and tear or depreciation except in respect of wearing apparel and household items.
- c) 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

Home Contents means all description of household goods, personal effects and possessions of You and Your Family Member.

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. In respect of shortage due to error, omission, exchange or depreciation in value.
2. Escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation.
3. Theft during or after the occurrence of a fire.
4. The burning of property through the order of any public authority.
5. Any loss or damage occasioned through Your willful act or involvement.
6. Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities.
7. Consequential loss or damage of any kind.
8. Stocks and/or items related to Your business or profession.
9. Photographic and sports equipment and accessories and musical instruments.
10. Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
11. Loss or damage insured under any other insurance policy, or reimbursed by any other party.

Section 15 – Chubb Assistance Benefit

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 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) **Assistance over the Phone**
Chubb Assistance will arrange for the provision of medical assistance for You over the telephone.
- ii) **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.

iii) Arrangement of Appointments with Local Doctors for Treatment

Chubb Assistance will assist You to arrange for appointments with general practitioners or specialized doctors.

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 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 You have lost Your luggage while travelling outside Malaysia by referring You to the appropriate authorities involved.

iv) Loss of Passport Assistance

Chubb Assistance will assist You if You have lost Your passport while travelling outside Malaysia 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 hospital 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.

The above services rendered to You are purely on referral or arrangement basis only. Neither We, nor Chubb Assistance shall be responsible for any third party expenses which shall be solely Your responsibility. Chubb Assistance shall use its best effort to provide You, in a timely and accurate manner, the above information and referral services. Chubb Assistance will exercise care and diligence in selecting the service providers. Chubb Assistance cannot guarantee the quality of the services of the service providers and the final selection of a service provider shall be Your decision.

This policy is underwritten by
Chubb Insurance Malaysia Berhad (9827-A)

Complaints

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

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.
TF 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

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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50250 Kuala Lumpur, Malaysia
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