

Malindo Airways Sdn Bhd

MALINDO TRAVEL INSURANCE

MASTER POLICY

This insurance is underwritten by Great Eastern General Insurance (Malaysia) Berhad (102249-P) with its business address at Level 18, Menara Great Eastern, 303 Jalan Ampang 50450 Kuala Lumpur, Malaysia.

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Malindo Travel Insurance Master Policy

OUR AGREEMENT

This travel insurance is arranged by Malindo Airways Sdn. Bhd. (hereinafter called “Malindo”) with Us to insure Malindo’s passengers who purchase travel personal accident insurance offered via Malindo’s portal (hereinafter called “the Insured Person(s)”) named in the Certificate of Insurance, issued in conjunction with this Master Policy (hereinafter called the “Policy”), as declared by Malindo, subject to and in accordance with the terms, conditions and exclusions contained herein or endorsed hereon.

This travel personal accident Policy provides the Insured Person(s) personal accident insurance and other covers specifically indicated in Part 5 – Schedule of Benefits and Part 6 – Description of Benefits, and also stipulated in the Certificate of Insurance. Please read it carefully and if any information contained herein is incorrect, immediately return it to Us for correction.

This Policy comprises this master policy document, the Master Policy Schedule that has been lodged with Malindo, Certificate of Insurance and any endorsement. They should be read as one document and any word or expression which has a particular meaning shall have the same meaning wherever it may appear throughout the Policy.

The written proposal and the declaration submitted by Malindo and the Insured Person(s) shall form part of the contract of this insurance. The conditions appearing in this Policy or in any endorsement are part of this contract and must be complied with by Malindo and the Insured Person(s) before We pay a claim.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

Consumer Insurance Contract (applicable to the Insured Person(s))

A 'consumer insurance contract' is a contract of insurance entered into, varied or renewed by an individual wholly for purposes unrelated to Your trade, business or profession.

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

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

Non-Consumer Insurance Contract (applicable to Malindo)

A 'non-consumer insurance contract' is a contract of insurance other than a consumer insurance contract.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this

insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

This Policy reflects the terms and conditions of the contract of insurance as agreed between Malindo, You and Us.

Master Policy Schedule

The Master Policy Schedule will be given to the Policyholder.

Part 1- Interpretation

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 Malindo’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. This document is issued to the Insured Person(s).
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 practice is maintained. Chinese Physician shall not include You or Your relatives unless otherwise approved by Us in writing.
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 GEGM Assist 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(s), unless approved by Us in writing.
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:
 1. two years old and over and under 18 years of age, and residing in Your household, or;
 2. 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 originating from and within Malaysia only.
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 legally 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 or winding up petition is filed; or partial suspension of operations following a filing of a bankruptcy or winding up 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 establishment; 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; 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 travelling from any International Countries on a Malindo operated or affiliated flight route.
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 Nine (9) 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 and only if specifically named in the Certificate of Insurance.
24. “**International Countries**” means countries which are outside of Malaysia.
25. “**Inbound Traveller Country Resident**” means a citizen of the Inbound Traveller country or a Permanent Resident or an Employment Pass Holder and/or Work Permit Holder and their dependents residing in the Inbound Traveller country on the Effective Date of the Certificate of Insurance.
26. “**International Journey**” means travel to and/or from International Countries.
27. “**Journey**” means a One Way Journey or a Return Journey.
28. “**Journey Completion Date**” means the date on which You return to the point where the Journey started or to a different, specified Return Destination.
29. “**Journey Departure Date**” means the date on which You are scheduled to commence Your Journey.
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 Scheduled Flight, in which the premium is paid via Malindo’s portals for this travel insurance under this Policy.
33. “**Master Policy Schedule**” is the document lodged with Malindo which is incorporated in and forms part of this Policy. This Part is only for Malindo.
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 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(s), unless approved by Us in writing.
39. “**Policy**” means this Malindo Travel Insurance Master Policy wording, Master Policy Schedule, Certificate of Insurance and any endorsement issued thereunder.
40. “**Policyholder**” means Malindo Airways Sdn Bhd.
41. “**Pre-existing Condition**” means disabilities that existed prior to the Effective Date of the Certificate of Insurance that the Insured Person has reasonable knowledge of.
An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-
(a) the Insured Person had received or is receiving treatment;
(b) medical advice, diagnosis, care or treatment has been recommended;
(c) clear and distinct symptoms are or were evident; or
(d) its existence would have been apparent to a reasonable person in the circumstances.
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 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.
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. “**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.
54. “**We/Our/Us**” means
Great Eastern General (Malaysia Berhad) (102249-P)

Level 18, Menara Great Eastern,
303, Jalan Ampang,
50450 Kuala Lumpur, Malaysia

55. “**You/Your**” means the Insured Person(s).

Part 2- Eligibility

To be eligible for cover under this Policy:

- (a) You must be 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 Nine (9) 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 Malaysia will be covered under this Policy.
- (b) if “International” cover has been chosen, Journeys to and from International Countries will be covered under this Policy. This Policy does not cover any domestic journey in the International Countries or within Malaysia.
- (c) If “International” cover is chosen by an Inbound Traveller, Journeys to, through and/or within Malaysia will be covered under this Policy. This Policy does not cover any domestic journey in the International Countries of the Inbound Traveller Country Resident.

Such insurance as is afforded under this Policy shall apply 24 hours a day whilst You are on a Journey as stated in the Certificate of Insurance unless otherwise endorsed or amended. Coverage under this Policy is suspended if You travel outside of the country(ies) stipulated in the Malindo Travel Itinerary.

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: 2A – Medical Expenses, 2B – Post Journey Medical Expenses, Section 3 – Emergency Medical Evacuation and Repatriation, 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 70 or above, the monetary amounts and limits of Benefits will be limited to 50% of Your respective Benefit amount, and
 - (b) For Your Infant(s), the monetary amounts and limits of Benefits will be limited to 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 9 – Flight Delay, and Section 12 – Flight Cancellation is effective upon the issuance of the Certificate of Insurance and terminates on the Journey Departure Date. However, coverage under these sections is void if this insurance is purchased less than 14 days from the Scheduled Departure Date.

For all other sections, coverage is effective for the duration of the 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 the cover for all of You named in the Certificate of Insurance.
3. Unless otherwise provided in an appropriate endorsement, You shall only be covered for the Period of Insurance stipulated in the Certificate of Insurance and We shall not be liable in respect of any loss occurring after 12.00am of the next day after the Journey Completion Date, 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 Thirty (30) days from the expiry of the Period of Insurance 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, terrorism, invasion, foreign enemy, civil war, rebellion, revolution, insurrection, military or popular uprising, or mutiny 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, and provoked homicide, murder 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, racing (other than on foot) or any professional competition or sports or hazardous sports or any dangerous activities.
- (f) Any condition, which is involving 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 involving, 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 or criminal 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) Flying or any aerial activities otherwise than as a fare-paying passenger in an common carrier provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers over an established air route.
- (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, or of Your respective country's similar ministries or government departments in respect of the Inbound Traveller, 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 any resident of 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 - Schedule of Benefits

For the Schedule of Benefits, please refer to the Certificate of Insurance or the Product Disclosure Sheet.

Part 6 - Description Of Benefits

The benefits payable under the respective sections in Part 6 as mentioned below shall only be applicable if stated in the Schedule of Benefits in the Certificate of Insurance.

The following benefits are mutually exclusive in respect of claims arising from the same incident:

1. Only one of either Sections 6 or 7 applies at any one claim incident;
2. Only one of either Sections 6 or 8 applies at any one claim incident;
3. Only one of either Sections 9 or 10 applies at any one claim incident;

The benefits payable under Sections 2A - Medical Expenses, 2B – Post Journey Medical Expenses, 6 – Loss of Personal Property and Baggage, 7 - Loss of Travel Documents, and 8 – Checked-in Luggage Delay are collectively subject to an Excess per the Schedule of Benefits and as stipulated in the Certificate of Insurance.

The benefits payable under Section 3 and Section 4 combined for the same Insured Person shall not exceed the higher of the two benefits stated in the Schedule of Benefits in the Certificate of Insurance.

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 in respect of the particular Insured Person(s) stated on the Certificate of Insurance, but such termination shall be without prejudice to any other claim originating from the Accident causing such loss.

In respect of any one claim incident that gives rise to multiple Loss Events, We shall pay for the Loss Event with the highest amount of benefits payable only, as shown in the Table of Benefits.

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 2A – Medical Expenses (Applicable To Return Journey Plan Only)

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 a result of Bodily Injury, We will indemnify You in respect of 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.

If You are an Inbound Traveller, We will have the option of returning You to Your respective Departure country, 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 Your respective Departure country, 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 Your respective Departure country, the standard policy conditions pertaining to Post Journey Medical Expenses will apply.

Always provided that if You are on a Domestic Journey:

- (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 2B – Post Journey Medical Expenses (Applicable to International Return Journey Plan Only)

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, or in the case You are an Inbound Traveller in Your respective Departure country, within Fourteen (14) 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. It is also a sub-limit of Benefit 2A and the total benefits payable under Benefits 2A and 2B, shall not exceed that of Benefit 2A.

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 2A and 2B 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 14 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 originally covered and payable by this Policy.
3. Any expenses relating to any treatment not prescribed by a Physician.
4. Any expenses incurred in relation to treatment by a Chinese Physician or other traditional physician, including Traditional Chinese or Other Medicine Expenses.
5. any loss or expenses incurred as a result of Pre-existing Condition(s).
6. Medical Expenses incurred due to Sickness if you are on a Domestic Journey.
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, or in the case You are an Inbound Traveller to Your respective Departure country, but You refuse (where in the opinion of the treating Physician and GEGM Assist that You are fit to travel).

Section 3 – GEGM Assist - Emergency Medical Evacuation and Repatriation Assistance (Emergency Assistance) (Applicable to Return Journey Plan Only)

This Emergency Medical Evacuation and Repatriation Assistance of Great Eastern (Emergency Assistance) is distinct from and independent of the scope of insurance cover as provided under the Policy and are subject to the provisions prescribed hereunder. We reserve the rights to revise, change and cancel any of the provisions of Emergency Assistance at any time without prior notice. The Emergency Assistance provides the Insured Person the following services described hereunder for International Return Journeys Only.

Scope of Services

The Emergency Assistance service is provided in accordance with and subject to the terms and conditions of the agreement signed between the service provider appointed by Us (hereinafter called “Service Provider”) and Us. The Insured Person may call reverse charge/call collect to the GEGM Assist Hotline at the Service Provider Alarm Centre located in Malaysia 24 hours a day, anywhere within or outside Malaysia.

- A. The Emergency Assistance services as described hereunder when the Insured Person is on International Journey during the Period of Insurance specified in the Certificate of Insurance on any one Journey.
 - i. **Emergency Medical Evacuation** – the Service Provider will arrange and We will pay for the medically necessary expenses of air and/ or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving the Insured Person in the event of Serious Medical Condition to the nearest hospital where appropriate medical care is available and not necessarily to Malaysia or the Usual Country of Residence, and in the case of the Inbound Traveller to the Inbound Traveller’s departing country or the Usual Country of Residence.

Serious Medical Condition:

Means a condition, which in the opinion of the Service Provider constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

The Service Provider retains the absolute right to decide whether the Insured Person's Sickness or Bodily Injury is sufficiently serious to warrant emergency medical evacuation. The Service Provider

further reserves the right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time.

- ii. **Medically Supervised Repatriation** – The Service Provider will arrange and We will pay for the medically necessary expenses that are unavoidably incurred in returning the Insured Person to Malaysia or the Usual Country of Residence, and in the case of the Inbound Traveller to the Inbound Traveller's departing country or the Usual Country of Residence, following an Emergency Medical Evacuation for in-patient treatment. The Service Provider reserves the right to decide the means or by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Service Provider is aware at the relevant time. Usual Country of Residence means the country of permanent residence if it differs from Malaysia, and in the Case of the Inbound Traveller it means the Inbound Traveller departing country.

The maximum liability for Emergency Medical Evacuation and Repatriation services shall not exceed the amount stated in the Schedule of Benefits per Insured Person per event. In the event that the incurred expenses exceed the maximum liability for Emergency Medical Evacuation and Repatriation, We will recover any amount in excess of this maximum liability limit from You or Your Representative.

In the event the expenses incurred under this Section 3 also involves the expenses incurred under Section 4 (Repatriation of Mortal Remains) for the same Insured Person, the combined expenses incurred and payable by Us shall not exceed the higher of the two benefits stated in the Schedule of Benefits of the Certificate of Insurance.

Section 4 - Repatriation of Mortal Remains

In the event of Insured Person's demise while travelling outside Malaysia or the Usual Country of Residence, and in the case of the Inbound Traveller outside the Inbound Traveller's departing country or the Usual Country of Residence., the Service Provider will assist in obtaining the necessary clearances and shall organize for the return of body or remains back to Malaysia or the Usual Country of Residence, and in the case of the Inbound Traveller to the Inbound Traveller's departing country or the Usual Country of Residence. Upon written request of Insured Person's legal representative, and wherever possible, the Service Provider will arrange for local burial in the country or place where death occurred. The cost incurred for this service shall be paid for by Us but shall not exceed the amount stated in the Schedule of Benefits in the Certificate of Insurance for any one Insured Person. In the event that the incurred expenses exceed the maximum liability for the Repatriation of Mortal Remains, We will recover any amount in excess of this maximum liability limit from You or Your Representative.

In the event the expenses incurred under this Section 4 also involves the expenses incurred under Section 3 (Emergency Medical Evacuation and Repatriation) for the same Insured Person, the combined expenses incurred and payable by Us shall not exceed the higher of the two benefits stated in the Schedule of Benefits in the Certificate of Insurance.

Section 5 – Daily Hospital Inpatient Income (Applicable to International Return Journey Only)

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, and in the case of the Inbound Traveller outside the departing country, 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 - Loss Of Personal Property And Baggage

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 the amount stated in the Schedule of Benefits in the Certificate of Insurance for any one article or a pair or a set of articles including with respect to Valuables or 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 to 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, or if circumstances does not permit within a reasonable time 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 or if circumstances does not permit within a reasonable time from the incident..
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 7 - Loss Of Travel Documents

If, during the Period of Insurance, whilst You are on a Journey, You sustain a 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 6 (Loss of Personal Property and Baggage) 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 or if circumstances does not permit within a reasonable time from 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, or if circumstances does not permit within a reasonable time from the incident of the discovery of such loss.

Section 8 – Check-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 six (6) hours of Your arrival at the scheduled Destination, We will pay You the relevant Benefit amount specified in the Certificate of Insurance for every full six (6) 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 6) and this section (Checked-in Luggage Delay) for the same event.

Section 9 – Flight 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 six (6) 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 structural defect, We will pay You the relevant Benefit amount specified in the Certificate of Insurance for every full six (6) 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:

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

Section 10 – Flight 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 six (6) 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 six (6) consecutive hours of misconnection (the misconnection being calculated from Your actual arrival time to the actual departure time of the next available flight arranged by the operator of the Scheduled Flight).

The flight 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 11 – 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 six (6) 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 12 – Travel 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 required to be in compulsory quarantine, jury service, subpoenaed or hijacked;
- (v) cancellation of the Scheduled Flight 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 booked and paid Scheduled Flight cost for travel, accommodation and scheduled land or sea transport 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.

Important Note:

This cover is void if this insurance is purchased less than 14 days from the Scheduled Departure Date.

Section 13 – Travel Curtailment (Applicable to Return Journey Only)

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 12), 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, booked accommodation and scheduled land and sea transport, 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.

Section 14 – 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 Your 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.
12. Any punitive damages, exemplary damages, fines, penalties or any other increase in damages resulting from the multiplication of compensatory damages in whatever form assessed.

Section 15– GEGM 24-Hour Travel & Medical Assistance

- **Telephone Medical Referral** - Upon request, the Service Provider will provide the name, address and telephone number of physicians (including both general practitioners and specialists), hospitals, dentists, and dental clinics. When requested, the Service Provider will assist to arrange for appointments with the medical facility. All consultation and medical fee incurred shall be borne by the Insured Person.

Note: Such call does not constitute the establishment of a diagnosis and must be considered as an advice only.

• **Hospitalisation**

- If the medical condition of the Insured Person is of such gravity that requires emergency hospitalisation, the Service Provider will assist the Insured Person by arranging for Hospital admission.
- During Hospitalisation, the appointed doctor of the Service Provider shall monitor the Insured Person's condition and keep family members of the Insured Person informed.
- Upon the request of the Insured Person and subject to the Service Provider receiving payment guarantee from the Insured Person or his/her family member, the Service Provider shall assist in the arrangement of the guarantee for Hospital admission and the medical expenses incurred during the Hospitalisation.

Limitations

We will not be held responsible for failure to provide services or for any delays caused by strike or conditions beyond Our control including, but not limited to, flight conditions or where local laws of regulatory agencies prohibit Us and the Service Provider from rendering such services.

Part 7 - General Conditions

1. Payment Before Cover Warranty

It is hereby agreed and declared that the total premium due must be paid on or before the Effective Date of the coverage under the 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 Malindo; 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 Malindo.

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 Malindo, 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 the 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 GEGM Assist - Emergency Evacuation and Section 4 – GEGM Assist - 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 to 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 Malindo's e-billing system when due and is non-cancellable and 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 GEGM Assist or an authorised representative of GEGM Assist for a medical claim whereby policy liability is not engaged, We or GEGM Assist or an authorised representative of GEGM Assist reserves the right to recover from You the full sum which We or GEGM Assist or an authorised representative of GEGM Assist 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 recoverable from such other insurances 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 seat of arbitration shall be in Kuala Lumpur and held in accordance with the AIAC Arbitration Rules, including the Arbitration Act 2005 (Act 646) of Malaysia or any statutory modification or re-enactment thereof for the time being in force. The arbitral proceedings shall be in the English language. 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 within 12 months from the date of the Accident or occurrence giving rise to the claim.

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) or in the currency stipulated in Malindo's ticketing portal. In case a Benefit payable hereunder is denominated in a 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 or in the currency stated in the Certificate of Insurance 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.

Part 8 – Government Tax

Please be informed that the premiums on this policy are subject to Government tax prevailing during the term of this policy. Your obligation to pay the prevailing Government tax shall form part of the terms and conditions of Your insurance policy.

Part 9 – Sanction Limitation and Exclusion Clause (SANC)

At Our sole discretion, We shall not be deemed to provide cover and shall not receive any payment(s) under this policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under this policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose Us to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental regulatory or competent authority, or any law enforcement in any country.

Part 10 - 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 Great Eastern General Insurance Malaysia Berhad, Claims Department, 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 as soon as possible.

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 do so within the prescribed time limit for an otherwise legitimate claim.

2. Claims Procedure For Travel Cancellation And Travel 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 suffer 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 Emergency Assistance in Medical Evacuation and Repatriation, or Repatriation of Mortal Remains

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 We may reasonably require. You must give Us authorisation upon each request. We may require an autopsy where lawful.

Part 11 - Lodging Complaints and Grievances

How to make a complaint?

You may refer your complaint pertaining to any insurance related matters to Our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services (OFS) (664393P) (formerly known as Financial Mediation Bureau) or BNMLINK / BNMTELELINK, Bank Negara Malaysia (BNM). In order to resolve Your complaint, it is important that You provide Us with as much information as possible when contacting Us, i.e. Your full name, address, contact number, policy number and the nature of Your complaint.

The following are the contact details of Our Complaint Handling Unit:-

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur
Telephone No: +603-4259 7828 (International)
Email: gicare-my@greateasterngeneral.com

RESPONSE TO COMPLAINTS

For non-complicated case, We will respond within fourteen (14) working days from the date of receipt of the complaint.

For complicated case, We will respond within fourteen (14) days from the date of receipt of the complaint and the complainant will be updated of the progress every subsequent thirty (30) calendar days until it is resolved.

OMBUDSMAN FOR FINANCIAL SERVICES (OFS) OR BANK NEGARA MALAYSIA (BNM)

If You are not satisfied with the response or the decision of Our Complaint Handling Unit, You may submit Your complaint either to OFS within six (6) months from the date of Our Complaint Handling Unit's final decision, or to BNM. Kindly check with Our Complaint Handling Unit on the proper avenue for dealing with Your complaint. The following are the contact details of OFS and BNM:-

Authority	BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM)	Ombudsman for Financial Services (OFS)
Address	<p>Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre) Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.</p> <p>Contact Centre (BNMTELELINK) Corporate Communication Department, Bank Negara Malaysia P.O. Box 10922, 50929 Kuala Lumpur.</p>	Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Telephone No	1-300-88-5465	+603-2272 2811
Fax No	+603-2174 1515	+603-2272 1577
Email	bnmtelelink@bnm.gov.my	enquiry@ofs.org.my