



## Tune Protect Travel Insurance by AirAsia Inbound Plan

This insurance plan is offered exclusively to individuals who purchase Inbound International flights (hereinafter referred to as the "Insured Persons/You/Your") from AirAsia Berhad (284669-W) operated by AirAsia Berhad (284669-W) or AirAsia X Bhd. (734161-X).

### Summary of Benefits

Coverage excluding Infants is afforded as follows:-

Benefits	Limit of Benefit
<b>1. Personal Accident Benefit</b>	
Personal Accident - Accidental Death or Permanent Bodily Disablement	Up to RM100,000
<b>2. Medical Expenses Benefit</b>	
Medical Expenses due to accident occurring within Malaysia (Inclusive of outpatient & inpatient medical expenses and dental treatment)	Up to RM 20,000
<b>3. Ground Inconvenience Benefits (Due to Snatch Theft only)</b>	
3 (a) i) Loss of Travel Documents ii) Loss of Personal Money iii) Loss of Personal Effects  <i>*Ground Inconvenience Benefit coverage due to snatch theft occurrence in the course of the trip is limited only to one of the items (i, ii, or iii) during the period of ground cover.</i>	Up to RM 1,000
<b>4. 24 hours Worldwide Travel Assistance Services</b>	
	Included

Coverage for accompany Infant(s) who is/are named in the confirmation slip is afforded as follows:-

Coverage is afforded to one (1) accompanying named Infant if You have purchased the protection herein provided. This free coverage is limited as follows:-

- (a) Personal Accident benefit up to 10% of the stated Limit of Benefit i.e. RM10,000.00 ;
- (b) 24 hours Worldwide Travel Assistance Services
- (c) One Way Trip - Coverage will not exceed two (2) consecutive days from the commencement date of Trip.

Other Limitations:-

- a) Ground cover for the Trip is limited to that within the legal boundaries of Country of Arrival only. If You travel beyond the boundary of the Country of Arrival, cover will exclude the geographical limits beyond the boundary of that country.
- b) If You depart on any Scheduled Flight, to travel outside the Country of Arrival, this insurance cover will suspend upon Your check-in for that out-bound flight. Cover will however resume upon Your check-out at Immigration upon returning to the original country of arrival, subject to the Period Covered, i.e. provided the period is still within thirty (30) days of the First Arrival Date of Your Scheduled Flight.
- c) If Your depart on any other mode of transportation other than Scheduled Flight, to travel outside the Country of Arrival, this insurance cover will suspend upon Your check-out from the immigration of the Country of Arrival. Cover will however resume upon Your check-in to the immigration of the Country of Arrival, subject to the Period Covered, i.e. provided the period is still within thirty (30) days of the First Arrival date of Your Scheduled Flight.
- d) Ground Inconvenience Benefits coverage during the period of ground cover in the course of the Trip is limited to the Country of Arrival.
- e) The duration for each Trip shall not exceed thirty (30) consecutive days from the commencement date of Trip.

Ver. 16.03.2017

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## Tune Protect Travel Insurance by AirAsia Inbound Plan

Whereas You have applied for the insurance hereinafter contained and has paid the Premium as consideration for such insurance and a copy of the Tune Protect Travel Insurance by AirAsia Inbound Plan Certificate of Insurance has been issued, Tune Insurance Malaysia Berhad (hereinafter referred to as the "We/Us/Our/Company") agree to insure individuals who purchase inbound international flight(s) (hereinafter referred to as the "Insured Person/You/Your") from AirAsia Berhad or AirAsia X Bhd., against loss covered by this Master Policy (hereinafter referred to as the "Policy") as set out herein and subject always to the exclusions, provisions and terms contained in the Policy.

### Definitions

"Accident"	refers to an event causing Bodily Injury occurring entirely beyond control and caused by violent, external and visible means.
"AirAsia Credit Shell"	refers to amount credited by AirAsia into Your AirAsia ID.
"Air Ticket" (also known as seats purchased under AirAsia's e-ticketing system)	refers to any air ticket(s) issued in Your name by AirAsia for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase)
"Asia Assistance"	refers to the emergency assistance company appointed by Us.
"Bodily Injury"	refers to injury suffered by You anywhere in the world caused solely and directly by an Accident, excluding any Sickness, disease or medical disorder.
"Certificate of Insurance"	refers to the confirmation of Tune Protect Travel Insurance by AirAsia Inbound – One Way Plan or Tune Protect Travel Insurance by AirAsia Inbound – Return Plan, which is electronically generated upon an online purchase.
"Civil War"	refers to armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. This definition includes armed rebellion, revolution, sedition, insurrection, coup d'etat, and the consequences of martial law.
"Country of Arrival"	refers to Malaysia.

"Epidemic"	refers to a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS / Swine Flu (H1N1) / Bird Flu.
"First Arrival Date"	refers to the date of arrival in Malaysia as shown on Your Flight Schedule.
"Foreign War"	refers to armed opposition, whether declared or not, between two or more countries.
"Hospital"	refers to, except as may otherwise be provided, a Hospital (other than an institution for the aged, chronically ill or convalescent, resting or nursing homes) operated pursuant to law for the care, treatment of sick or injured persons with organized facilities for diagnosis and Surgery and having twenty four (24) hour nursing service and medical supervision and a place that : <ul style="list-style-type: none"> <li>(i) holds a valid license (as required by law);</li> <li>(ii) operates primarily for the care and treatment of sick or injured persons;</li> <li>(iii) has one or more Physicians available at all times;</li> <li>(iv) provides 24 hour nursing services and at least one (1) registered professional nurse on duty at all times;</li> <li>(v) has organised diagnostic and surgical facilities whether on premises or in facilities available to the Hospital on a pre-arranged basis.</li> </ul>

"Immediate Family Member"	<p>refers to Your:-</p> <ul style="list-style-type: none"> <li>(i) legal spouse ;</li> <li>(ii) legal, adoptive and/or biological children;</li> <li>(iii) children-in-law ;</li> <li>(iv) siblings;</li> <li>(v) siblings-in-law ;</li> <li>(vi) parents ;</li> <li>(vii) parents-in-law ;</li> <li>(viii) grandparents ;</li> <li>(ix) grandparents-in-law ;</li> <li>(x) grandchildren ;</li> <li>(xi) legal guardian;</li> <li>(xii) ward ;</li> <li>(xiii) step or adopted children;</li> <li>(xiv) step parents;</li> <li>(xv) aunts;</li> <li>(xvi) uncles,</li> <li>(xvii) nieces,</li> <li>(xviii) nephews</li> </ul> <p>who reside in Your principal country of residence.</p>
"Insured AirAsia Guest"	<p>refers to the covered guest who has been issued with a Certificate of Insurance after submission of an online proposal for coverage under the Master Policy arrangements for AirAsia Berhad, and has purchased and has also paid for the insurance cover simultaneously with the purchase of an AirAsia Berhad Air Ticket.</p>
"Insured Person, You, Your"	<p>refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with a Certificate of Insurance for that Scheduled Flight(s).</p>
"Infant"	<p>refers to an Insured Person, who at least nine (9) days old and not exceeding two (2) years of age, and who is accompanied to travel under a ticket issued in accordance to the regulations of AirAsia . A covered named Infant receives coverage under the "Personal Accident Benefit" only and coverage is limited to 10% of the total value of the benefit amount.</p>
"Pandemic"	<p>refers to an outbreak of infectious disease, which meets the following criteria set</p>

	<p>by World Health Organisation (WHO), that spreads across a large region or worldwide.</p> <ul style="list-style-type: none"> <li>(i) Emergence of a disease new to a population.</li> <li>(ii) Agents infect humans, causing serious illness.</li> <li>(iii) Agents spread easily and sustainably among humans.</li> </ul>
"Physician"	<p>refers to a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform Surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such definition will exclude chiropractors and physiotherapists. The consulting Physician cannot be You, Your spouse, a person booked to accompany You on the Flight, or Your Immediate Family Member.</p>
"Pre-Existing Condition"	<p>refers to any Sickness, disease or other abnormal medical condition of You or Your Immediate Family Member which existed ninety (90) days prior to the purchase of the Air Ticket(s):-</p> <ul style="list-style-type: none"> <li>(a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or</li> <li>(b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or</li> <li>(c) required the taking of prescribed drugs or medicine</li> </ul>
"Professional Sport(s)"	<p>refers to any sports engagement by You, where You could earn income or remuneration by participation.</p>
"Public Transportation"	<p>refers to rail, bus, coach, taxi or ferry services used by You to board the Scheduled Flight.</p>
"Reasonable and Customary Charges"	<p>refers to expenses charged for medical/Hospital treatment, supplies or services medically necessary to treat Your</p>

	condition; it should not exceed the usual level of incurred charges for similar local treatment, supplies or medical services in the accepted medical standard and practice.
"Scheduled Flight"	refers to commercial flights scheduled by AirAsia.
"Snatch Theft"	refers to loss of wallet, purse or other bag in the possession of You at the material time together with the contents therein or loss of any valuables worn by You at the material time as a result of the same being snatched away by unknown person including attempt thereof.
"Time"	Any reference to a time or a date in the policy context or in the context of a coverage period refers to Malaysian time
"Trip"	refers to the period between the Commencement of Cover and Expiry of Cover.

### Period of Insurance (One Way Plan)

Commencement of Cover	The cover commences upon checking in at point of immigration in Malaysia.
Expiry of Cover	The cover ends: (a) upon Your departure from the airport in Malaysia;  <b>OR</b> (b) upon expiry of 2 days from the First Arrival Date,  <b>OR</b> (c) upon checking in at point of immigration for travel outside of Malaysia, other than return to Malaysia; <b>whichever come first</b>

### Period of Insurance (Return Plan)

Commencement of Cover	The cover commences upon checking in at point of immigration in Malaysia.
Expiry of Cover	The cover ends: (a) upon Your departure from the airport in Malaysia;  <b>OR</b> (b) upon expiry of 30 days from the First Arrival Date,  <b>OR</b> (c) upon checking in at point of immigration for travel outside of Malaysia, other than return to Malaysia; <b>whichever come first</b>

## Benefits

### SECTION 1 - PERSONAL ACCIDENT BENEFITS

In the event of an Accident during the Trip causing You to suffer Bodily Injury which results in the Insured Person's death or permanent disablement, We will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:-

Table of Compensation		
	Events	Percentage of Benefit Payable
1	Accidental Death	100%
2	Total and irrecoverable loss of sight of an eye or both eyes	100%
3	Permanent loss of use of one or both limbs	100%
4	Total and irrecoverable loss of sight of one eye and loss of use of one limb	100%
5	Permanent Total Disablement, other than loss of sight or limb	100%

Provided that:-

- (1) such death or permanent disablement occurs within one hundred and eighty (180) calendar days immediately after the date of Accident causing such death or permanent disablement;
- (2) the maximum compensation for which We shall be liable to You is one hundred percent (100%) of the Limit of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

### Exposure and Disappearance Extension

When, by reason of an Accident covered by this Policy, You are unavoidably exposed to the elements and, as a result of such exposure, suffers death or permanent disablement for which benefit is otherwise payable hereunder, such death or permanent disablement shall be covered under this Policy.

If the Insured Person's body has not been found within one (1) year of disappearance, sinking or wrecking of the conveyance in or on which the Insured Person was traveling at the time of the Accident, it will be presumed that the Insured Person suffered death resulting from Bodily Injury caused by an Accident at the time of such disappearance, sinking or wrecking, and We shall forthwith pay the benefit under this Policy provided the person or persons to whom such benefit is paid shall sign an

undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

### SECTION 2 – MEDICAL EXPENSES BENEFIT

#### Section 2 (a) - Accidental Medical Reimbursement

We will indemnify You up to the maximum limit for Medical Expenses Reimbursement as specified in the Summary of Benefits which are all Reasonable and Customary Charges incurred due to an Accident sustained during a Trip. In the event of hospitalisation, Asia Assistance, may be able to arrange, on a case-by-case basis, subject to Our approval, an advance of payment to the Hospital subject to:-

- (a) initial treatment for such an Accident must be received during the Trip;

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the injury which include the following:-

- (a) the services of a Physician ;
- (b) Hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;

#### Special Conditions Applicable to Section 2

We are not liable to pay:-

- (1) costs for medical care except that prescribed by a licensed Physician or which is delivered by a recognised Hospital ;
- (2) for any loss which is directly or indirectly, in whole or in part, due to :-
  - (a) Civil or Foreign War, whether declared or not;
  - (b) the effect of drugs, medication or treatment not prescribed by a Physician ;
  - (c) the influence of alcohol characterised by Your blood alcohol level equal to or superior to that fixed by the laws regulating the use of automobiles;
  - (d) Suicide, attempt suicide or intentionally self-inflicted injury;
  - (e) Your participation in any competition involving the use of motorised land, water or air vehicle;
  - (f) Your participation in any Professional Sports;
  - (g) Your riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>.

- (h) Your flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - (i) Your active service in any of the armed forces of any nation;
  - (j) Your participation or involvement in a criminal act;
  - (k) Your practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) We are not liable for expenses incurred:-
- (a) for medical care incurred in Malaysia except as provided in the Medical Expenses described above;
  - (b) Pre-Existing Conditions ;
  - (c) pregnancy and its consequences ;
  - (d) mental or emotional disorder;
  - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections ;
  - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (g) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
  - (h) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident , which makes usage medically necessary;
  - (i) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
  - (j) non-emergency medical check-ups;
  - (k) vaccinations and their complications.

### **SECTION 3 - GROUND INCONVENIENCE BENEFITS (DUE TO SNATCH THEFT ONLY)**

In addition to the benefits provided under the above Section, You will be covered for the Ground Inconvenience Benefits (due to Snatch Theft only) for the following benefit events as specified below:

#### **Section 3 (a) (i) – Loss of Travel Documents**

In the event that Your passports, travel tickets and other relevant travel documents are lost as a result of Snatch Theft whilst in Malaysia, We will reimburse You up to the limit as specified for Loss of Travel Documents in the Summary of Benefits for actual cost

of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses, communication expenses and hotel accommodation necessary incurred to replace lost documents.

Provided always that:-

- (a) You shall exercise reasonable care for the safety and supervision of the property; and
- (b) any loss of passport must be reported to the police having jurisdiction at the place of loss within 24 hours of the discovery of loss.

#### **Section 3 (a) (ii) – Loss of Personal Money**

We will reimburse You up to the limit as specified for Loss of Personal Money in the Summary of Benefits for actual loss of cash, bank or currency notes, travelers checks, postal or money orders during the Trip as a result of Snatch Theft, provided that :-

- (a) the items are within Your control or custody at all times ; and
- (b) the items must not be left unattended; and
- (c) such loss is reported to the police having jurisdiction at the place of loss immediately but in no case be later than 24 hours after the incident. Any claim must be accompanied by written documentation from the Policy.

#### Special Exclusion to Section 3(a) (ii) – Loss of Personal Money

We shall not be liable for any loss of cash, bank or currency notes, travelers checks, postal or money orders kept in the check-in baggage with a Common Carrier.

#### **Section 3 (a) (iii) – Loss of Personal Effects**

We will indemnify You for up to the maximum limit as specified in the Summary of Benefit subject to an excess (if applicable), per one Insured Person per Scheduled Flight taken, in consequence of Snatch Theft.

Provided that these items must travel together with You during the trip.

The basis of indemnity shall be either the lesser of the cash value of the items equivalent to:-

- (i) the original cash value of the items less depreciation; or
- (ii) the cost of replacement of a similar make and model; or
- (iii) the cost of repair of the items,

as determined by Our sole discretion.

Where any item consists of articles in a pair or set, We shall not be liable to pay more than the

proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. We may at Our option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss or damage of covered baggage and personal effects before and after the loss.

All jewelry, articles consisting in whole or in part of silver, gold, or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmable with or made mostly of fur, portable photographic, cinematographic, computer or telephone equipment, equipment for the recording of sound or pictures and its accessories, are only covered against Snatch Theft.

Special Exclusions applicable to Section 3(a) (iii) – Loss of Personal Effects

(a) This insurance does not cover:-

1. animals
2. automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
3. contraband or illegal goods
4. documents, identity papers. Credit and payment cards, transport tickets, cash, stocks and securities
5. equipment used for Professional Sports.
6. eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
7. toiletries, cosmetics of any kind
8. accessories of any kind including fashion accessory
9. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
10. keys
11. musical instruments, objects of art, antiques, collector's items, furniture
12. perishables and consumables
13. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage

(b) We shall not be liable for any loss or damage resulting from:-

1. breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property
2. confiscation or expropriation by order of any government or public authority
3. criminal acts
4. gradual deterioration or fair wear and tear
5. insects or vermin
6. inherent vice or damage

7. mysterious disappearance
8. transportation of contraband or illegal trade
9. seizure whether for destruction under quarantine or custom regulation or not

(c) We shall be not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Insurance, be insured by any other insurance policy or policies, or otherwise reimbursed/replaced by AirAsia.

**PROVIDED ALWAYS THAT:-**

**This Policy shall only pay for any claim either under Section 3 (a) (i) Loss of Travel Documents, or Section 3 (a) (ii) Loss of Personal Money or Section 3 (a) (iii) Loss of Personal Effects but not all together.**

## General Exclusions Applicable to All Parts and Sections:

This Insurance does not cover:-

- (1) payment which would violate a government prohibition or regulation ;
- (2) death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, Civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by our under the order of any government or public or local authority;
- (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
- (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
- (5) the Insured Person which is below the age of 9 days or over the age of 75 (calculated since last birthday as at the date of insurance purchased);
- (6) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
- (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by AirAsia Bhd;
- (8) any serious physical injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious physical injury refers to physical injury that involves a substantial risk of death and/or protracted and obvious physical disfiguration, and/or protracted loss of or impairment of the function of a bodily member or an organ;
- (9) any Pre-Existing Condition;
- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by You to Yourself whether sane or insane;
- (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related Accident;
- (12) pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
- (14) cosmetic or plastic surgery or any elective surgery;
- (15) any congenital defect which has manifested or was diagnosed before the policy commencement date;
- (16) any form of dental care or surgery unless necessitated by injury caused by the Accident covered under the Policy to sound and natural teeth;
- (17) routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or injury , or any related treatment;
- (18) Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organisation in 1987, or subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in Our opinion either the presence of any Human Immune Deficiency Virus or Antibodies to such Virus);
- (19) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a



current and valid air worthiness certification issued by the appropriate authority of the country of its registry;

- (20) driving or riding in any kind of race involving motorized vehicles;
- (21) Your late arrival at the airport for the Scheduled Flight after the official check-in time;
- (22) Your failure to take reasonable measure to protect, save or recover lost luggage;
- (23) Your failure to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;
- (24) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iraq, Liberia, Sudan or Syria;
- (25) engaging, practicing or participating in Professional Sports when You would or could earn income or remuneration from engaging in such sport;
- (26) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (27) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by You if You are :-
  - (a) a terrorist ;
  - (b) a member of a terrorist organisation ; or
  - (c) a purveyor of nuclear, chemical or biological weapons ;
  - (d) a narcotics trafficker.
- (28) any loss resulting directly and indirectly (in whole or in part) from :
  - (a) Pandemic
  - (b) Epidemic

#### **General Conditions Applicable to entire Policy**

- (1) Entire Contract  
This Certificate of Insurance contains terms and conditions for the Insurance Coverage and benefits provided herein which shall always be subject to the terms and conditions of this Master Policy.
- (2) Observance of Insurance Terms and Conditions

The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to done or complied with by the Insured or any claimant under this Certificate of Insurance shall be conditions precedent to any of Our liability to make any payment under this Policy.

- (3) Misrepresentation in Application  
The benefits shall not be payable and the Policy, at Our option, shall be considered voidable in the event:-
  - (a) there is a failure to disclose or misrepresentation of any fact with respect to You that are material to the insurance provided hereunder which is required to be furnished as evidence of insurability ; and/or
  - (b) in all cases of fraud.
- (4) Alterations  
We reserve the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written agreement between Us and AirAsia Berhad. Any amendment to the Policy shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration in the Policy shall be valid unless approved by Our authorised representative and such approval be endorsed herein.
- (5) Currency of Payment  
Payment of any claim covered under this Policy shall be made in Malaysian currency or its equivalent in any other currency at the prevailing rate of exchange as declared by Bank Negara at the time of effecting payment if so required by You or Your permitted legal personal representatives.
- (6) Compensation Limit  
The compensation limit is that expressed in the Summary of Benefits.
- (7) Ages  
All ages referred to in this Policy shall be the age of Your last birthday.
- (8) Country of Residence  
Coverage provided to You is subject to either their residence in Malaysia or for non-residents, to their travel through Malaysia or to their transit through a Malaysian Airport.
- (9) Notice and Procedures of Claims
  - (a) Upon the happening of any event which may give rise to a claim, You shall:-
    - (i) notify Us in writing as soon as possible but not later than thirty (30

- days) after any event which may give rise to such claim by filling up the claim form as provided by Us;
- (ii) furnish to Us in writing, at Your own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Your statements, reports and any other documents as We may require and shall be in such form and of such nature as the We may prescribe.
- (iii) produce for Our examination pertinent documents at such reasonable times and shall co-operate with Us in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to Us under any circumstances in matters of claims:-
- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to Your credit card account.
- (ii) a property irregularity report obtained from AirAsia Berhad in respect of lost luggage including details of the Scheduled Flight.
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by You. Any delay or non-delivery of baggage shall immediately be reported to an official of AirAsia Berhad authorised to receive such notification.
- (10) Proof of Loss  
Written proof of loss must be furnished to Us within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
- (11) Effect of Fraud  
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (12) Medical Examination  
We, at Our own expense shall have the right to require additional proof and request medical examination of You when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) To Whom Indemnity is Payable  
Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by You and in the event of failure of nominee, to the legal beneficiary as stipulated under the Probate and Administration Act of Malaysia (for foreigners, such pay out shall be made in accordance to Your foreign country's probate laws). Indemnity for all other benefits will be paid to You or Your estate upon the Insured Person's death. The process of claim including settlement shall be handled between Us and You or Your estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.
- (14) Sanctions Clause  
We are not liable to make any payment for liability under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of any country against which any laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us to provide insurance coverage transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or Us, Our parent company or Our ultimate controlling entity.
- (15) Receipts  
We shall not be abide by any notice or any trust charge, a lien, assignment or other dealing with the Certificate of Insurance. The receipt by You for any compensation payable herein shall in all cases be effectual discharge of Our liability.

- (16) **Rights of Nominee**  
Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy or to a charge of nominee or for that matter for any changes in this Policy.
- (17) **Rights of Ownership**  
The policy owner is AirAsia Berhad.
- (18) **Legal Proceedings**  
No action at law or in equity shall be brought against Us immediately one (1) year after date of any covered occurrence.
- (19) **Arbitration Clause**  
Any dispute which may arise between Us and You and/or Your legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification of reenactment thereof for the time being in force.
- (20) **Limitation of Time of Bringing Arbitration**  
If a claim is made under the Policy and rejected by Us, You or Your legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which We shall be discharged from all liability whatsoever for that claim.
- (21) **Cancellation**  
This Certificate of Insurance once issued is not cancelable or refundable.
- (22) **Conformity with Law**  
If any provision of this Certificate of Insurance which on its issuance date is in conflict with the law of the country in which the Certificate of Insurance was issued or delivered, this Policy shall be read in conformity to the Malaysian Law.
- (23) **Sole Responsibility of Tune Insurance Malaysia Berhad**  
Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of Tune Insurance Malaysia Berhad, and shall not in any way involve AirAsia.
- (24) **Duplication of Cover**  
In the event You are covered by more than one (1) policy purchased through AirAsia and/or its affiliates', benefit will be payable by the policy that provides the greatest amount of benefit. Where the benefit under each such policy is identical, We will only entertain the claim that You are covered under the Policy first issued.
- (25) **Extension of Cover**  
Extension of insurance coverage up to maximum 3 days (only for the return flight). The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by AirAsia. We will honor valid claims in such a scenario.
- (26) **Flight Cancellation by AirAsia / Insured**  
(a) the travel insurance policy will expire if You select the AirAsia Credit Shell. However, the premium will be refunded as a credit for You to buy a new Air Ticket of AirAsia flight.  
(b) the travel insurance policy will expire if You select Cash Refund pay-out. The premium will be included in the total amount you receive from AirAsia.
- (27) **General Interpretation**  
Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.



## Disclosure & Policy Statement

1. Under the prudential framework of Corporate Governance, the following avenues have been set up to handle customer grievances:-

- (a) The Chief Executive Officer,  
Tune Insurance Malaysia Berhad  
Level 9, PNB Damansara,  
No.19, Lorong Dungun,  
Damansara Heights  
50490 Kuala Lumpur

Tel: 03-2087 9000  
Fax: 03-2094 1366

Any policyholder who is not satisfied with the decision of an insurance company may write to the Mediator, giving details of the dispute, the name of the insurance company and the Policy Number. Copies of the correspondence exchanged between the Policyholder and the company must be submitted to facilitate matter.

OMBUDSMAN FOR FINANCIAL SERVICES  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.

Tel: 03-22722811  
Fax: 03-22721577

Any policyholder who is not satisfied with the conduct of an insurance company may write to PIAM's Complaints Action Bureau, giving details of the complaint, the name of the insurance company and the policy number or the claim number together with supporting documents.

PIAM's Complaints Action Bureau  
3<sup>rd</sup> Floor, Wisma PIAM,  
150, Jalan Tun Sambanthan,  
50470, Kuala Lumpur.

Tel: 03-22747395/9  
Fax: 03-22745910

2. By virtue of the Anti-Money Laundering Act and Anti-Terrorism Financing Act 2001 (AMLA), any "Suspicious Transaction" as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.

3. **NOTIFICATION ON GOODS AND SERVICES TAX WEF 1 April 2015**

Notification is hereby given that following the implementation of the Goods and Services Act (2014) (GST), The Company reserves the right to charge and collect the 6% GST on all policies issued from 1 April 2015 onwards.

And the GST amount charged must be paid by the policyholder.