



## Asia Specialty Insurance Limited

Formerly known as Asia Insurance Limited (Company No: LLo8800)

8<sup>th</sup> Floor, Wisma Genting, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: +603 2162 1128 Fax: +603 2164 1128

Email: claims@asil.my Website: www.asil.my

Summary of Benefits extracted from Master Policy No. **MAPA02-25/07/18** issued exclusively to passengers of AirAsia Berhad.

### **Tune Protect Travel - AirAsia – Return Plan**

This insurance plan is offered exclusively to individuals who purchase return flights (hereinafter referred to as the “Insured Persons”) from AirAsia Berhad (284669-W) and/or its’ appointed Carrier Operator.

#### **Summary of Benefits**

Coverage excluding infants is afforded as follows:-

Benefit		Limit of Benefit
<b>1. Personal Accident Benefit</b>		
Personal Accident - Accidental Death & Permanent Bodily Disablement		Up to USD 40,000.00 ( Age 2 to 75)  Up to USD 20,000.00 ( Age 76 and above)
<b>2. Travel Inconvenience Benefits</b>		
2.(a)	Flight Cancellation  - Reimbursement for the cost of flight if the Insured Person has to cancel the trip due to insured events	Up to original flight cost
2 (b)	Flight Curtailment  - Reimbursement for the return flight to Myanmar if the Insured Person returns due to insured events	Up to original flight cost

#### **Asia Specialty Insurance Limited**

Yangon Airport Group Co., Ltd,

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2 (c)	<b>Baggage and Personal Effects</b>  Cover loss or damage to baggage, clothing and personal effects of Insured Person	<b><u>With Receipt:</u></b> Up to USD450.00 (Any one item USD150.00 subject to excess USD15.00 per claim)  <b><u>Without Receipt:</u></b> Fixed at USD30.00 per item (No excess)
2 (c) i	<b>Baggage Delay</b>  - Pays USD 65.00 for every 6 consecutive hours of delay from arrival time of Schedule flight to time you receive your luggage	Up to USD 130.00 (USD 65.00 per 6 consecutive hours of delay)
2 (d)	<b>AirAsia Flight Delay</b>  - For every 6 consecutive hours of delay from the original departure Scheduled Flight	Up to USD 350.00 (USD50.00 per 6 consecutive hours delay)
2 (e)	<b>AirAsia On-Time Guarantee</b>  - Delay more than 2 hours from scheduled departure time caused solely by AirAsia	Up to USD 50.00
2 (f)	<b>Common Carrier Delay</b>  - For every 6 consecutive hours of delay from the original departure time of the scheduled Common Carrier	Up to USD280.00 (USD40.00 per 6 consecutive hours delay)
2 (g)	<b>Missed Flight Connection</b>  - No onward connecting flight available within 6 hours from the missed scheduled flight due to delay of AirAsia's incoming connecting flight	Up to USD140.00 (USD70.00 per 6 consecutive hours delay)

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2 (h)	<b>Travel Re-Route</b>  - Delay more than 6 consecutive hours from schedule arrival time caused by rerouting of the Schedule AirAsia flight, as a result of strike/industrial action, adverse weather conditions or mechanical breakdown or life-threatening medical reason	Up to USD120.00 (USD40.00 per 6 consecutive hours delay)
2 (i)	<b>Hijack Distress Allowance</b>  - When your flight is hijacked and your trip is interrupted for more than 6 consecutive hours	Up to USD300.00 (USD150.00 per 6 consecutive hours of detention)
2 (j) 2 (j) i	<b>Loss of Personal Money / Expenses Incurred arising from Loss of Travel Documents</b>	Up to USD350.00
<b>3. Medical and Evacuation Expenses</b>		
3 (a)	<b>Accidental Medical Reimbursement</b>  - Reimbursement of medical expenses incurred due to accident only during trip (Excess : USD15.00)	Up to USD6,000.00 (Age 2 to 75)  Up to USD3,000.00 ( Age 76 and above)
3 (b)	<b>Medical Reimbursement due to Sickness</b>  - Reimbursement of medical expenses incurred due to sickness during trip (Excess : USD15.00)	Up to USD6,000.00 ( Age 2 to 75)  Not applicable for age 76 and above

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3 (c)	Emergency Medical Evacuation & Mortal Remains Repatriation  - Emergency medical evacuation or repatriation expenses incurred due to accidental injury or death	Up to USD30,000.00 (Age 2 to 75)  Up to USD15,000.00 (Age 76 and above) (Accident only)
<b>4. Home Care Benefit</b>		
4 (a)	- Pays for physical loss or damaged to your home contents in Myanmar as a result of theft while you are travelling	Up to USD300.00
<b>5. Travel Assistance Services</b>		
5.(a)	- 24 Hours Worldwide Travel Assistance Services	Included
<b>6. Coverage for Accompanying infant</b>		
6.(a)	- For one (1) infant who is named in the confirmation slip	Personal Accident Benefit up to 10% of the stated limit of Benefit i.e. USD4,000.00

Coverage for accompanying infant who is named in the confirmation slip is afforded as follows:-

Coverage is afforded to one (1) accompanying named infant if the Insured Person has purchased the protection herein provided. This free coverage is limited only to Personal Accident benefit up to 10% of the stated Limit of Benefit i.e. USD 4,000.00.

Other Limitations:-

- a) Ground cover for the Trip is limited to that within the legal boundaries of Country of Arrival only. If the Insured Person travels beyond the boundary of the country, cover will exclude the geographical limits beyond the boundary of that country.

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- b) If the Insured Person departs on any scheduled flight, to travel outside the Country of Arrival, this insurance cover will suspend upon the Insured Person's check-in for that out-bound flight. Cover will however resume upon the Insured Person's 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 ninety (90) days of the first departure date of the Insured Person Scheduled Flight.
- c) If the Insured Person departs on any others mode of transportation others than schedule flight, to travel outside the Country of Arrival, this insurance cover will suspend upon the Insured Person's check-out from the immigration of the Country of Arrival.  
Cover will however resume upon the Insured Person's check-in to the immigration of the Country of Arrival, subject to the Period Covered, i.e. provided the period is still within ninety (90) days of the first departure date of the Insured Person Scheduled Flight.
- d) Travel Inconvenience Benefits coverage during the period of ground cover in the course of the Trip is limited only to Scheduled Flight, in the Country of Arrival.
- e) The duration for each Trip shall not exceed ninety (90) consecutive days from the commencement date of Trip.

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### **Tune Protect Travel - AirAsia – Return Plan**

#### **Insurance Coverage extract from Master Policy No. MAPA02-25/07/18**

Whereas the Insured Person has applied for the insurance hereinafter contained and has paid the Premium as consideration for such insurance and a copy of the Tune Protect Travel - AirAsia Return Plan Certificate of Insurance has been issued, Asia Specialty Insurance Limited (Formerly known as Asia Insurance Limited) (hereinafter referred to as the “Company”) agree to insure individuals who purchase return flight(s) (hereinafter referred to as the “Insured Person”) from AirAsia Berhad against loss covered by Master Policy No. MAPA02-25/07/18 (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”	shall mean an event occurring entirely beyond control and caused by violent, external and visible means which causes Bodily Injury .
“AirAsia Credit Shell”	Refers to amount credited by AirAsia unto Insured AirAsia ID.
“Air Ticket” (also known as seats purchased under AirAsia Berhad’s e-ticketing system)	shall mean any air ticket(s) arranged for a particular journey of the Insured Person issued by AirAsia. Such journey includes but not necessarily originates from Myanmar. Operationally, an electronic acknowledgement response is generated upon an internet purchase, which is titled “Itinerary” is generated upon an internet purchase. The Itinerary is recognized as Air Ticket.
Asia Assistance”	Refers to the emergency assistance company appointed by the Company.
“Bodily injury”	shall mean injury suffered by the Insured anywhere in the world caused solely and directly by violent accidental external and visible means and shall exclude bodily injury caused by sickness, disease or medical disorder and/or disease, sickness or illness caused by bodily injury and/or cause gradually operating upon the Insured.
“Carrier Operator”	shall mean AirAsia and/ or its appointed operator.
“Certificate of Insurance”	refers to the confirmation of insurance travel protection which is electronically generated upon the on-line purchase of the Tune Protect Travel – AirAsia – Return Plan.

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“Civil War”	means 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’état, and the consequences of martial law.
“Home”	refers to Insured Person’s residence in Myanmar.
“Home Contents”	refers to household furniture, fixtures, fittings and furnishings, clothing and personal effects belonging to the Insured Person who permanently resides in Myanmar.
“Theft”	refers to permanent loss or damage of belongings where: - there is physical evidence of a break-in of a premise. - the belongings are taken without the Insured Person’s consent.
“Hijack”	refers to any unlawful seizure, or exercise of control or threat by force or violence with wrongful intent.
“Common Carrier”	means any licensed registered operator which provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below:  airport limousine, bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.
“Country of Arrival”	refers to country where the Insured Person’s Scheduled Flight is destined to depart to.
“Delay”	shall mean the scheduled aircraft in which the Insured Person has booked to travel is delayed caused solely by carrier operator.
“Epidemic”	means 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.
“First Departure Date”	refers to the date of departure shown on Insured Flight Schedule.
“Foreign War”	means armed opposition, whether declared or not, between two countries.

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“Hospital”	<p>Means 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 24-hour nursing service and medical supervision and means a place that :</p> <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 a staff of one or more physicians available at all times ;</li> <li>(iv) provides 24 hour nursing services and at least one registered professional nurse on duty at all times ;</li> <li>(v) has organized 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>means a Insured Person’s:-</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) grandchildren ;</li> <li>(x) legal guardian;</li> <li>(xi) ward ;</li> <li>(xii) step or adopted children;</li> <li>(xiii) step parents;</li> <li>(xiv) aunts;</li> <li>(xv) uncles,</li> <li>(xvi) nieces,</li> <li>(xvii) nephews</li> </ul> <p>who resides in that Insured Person’s principal country of residence.</p>
“Insured AirAsia Guest”	<p>refers to the covered guest who has been issued with a Tune Protect Travel – AirAsia – Return Plan Certificate of Insurance after submission if an on-line 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>

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‘Insured Person’	refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with a Tune Protect Travel - AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s).
“Infant”	refers to an Insured Person, who is between the age of 9 days and 2 years, and who is accompanied to travel under a ticket issued under the regulations of AirAsia Berhad travel. A covered named Infant receives coverage under the “Personal Accident Benefit” only and coverage is limited to 10% of the Benefit Amount.
“Pandemic”	means an outbreak of infectious disease, which meets the following criteria set by World Health Organization (WHO), that spreads through population across a large region or worldwide.  (i) Emergence of a disease new to a population. (ii) Agents infect humans, causing serious illness. (iii) Agents spread easily and sustainably among humans.
“Physician”	means 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. Furthermore, the consulting physician cannot be a Insured Person, the Insured Person’s spouse, a person booked to accompany the Insured Person on the Flight, or an immediate Family Member of the Insured Person.
“Pre-Existing Condition”	refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 90 day period preceding purchase of Air Ticket(s):-  (ii) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or (iii) is under treatment by a Physician or where treatment has already been recommended by a Physician; or (iv) required the taking of prescribed drugs or medicine

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Reasonable and Customary Charges	means an expenses which is charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person's condition; it should not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and should not include charges that would not have been make if no insurance was procured.
"Scheduled Flight"	refers to commercial flights scheduled by AirAsia Berhad.
"Serious Illness"	Whenever applied to the Insured Person or Immediate Family Member it shall mean Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Flight.
"Sickness/Illness"	Means any noticeable change in the physical health of an Insured Person that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this present Policy.
"Time"	Any reference to a time or a date in the policy context or in the context of a coverage period refers to Myanmar time
"Trip"	refers to the period between the Commencement of Cover and Expiry of Cover .
"Incoming connecting flight"	refers to Air Asia flight boarded by the Insured Person from first point of departure who had purchased the Tune Protect Travel - AirAsia Policy.
"Onward connecting flight"	refers to scheduled flight by any license airline booked by the Insured Person for their onward journey after disembarking from the Incoming connecting flight.

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### Period of Insurance

Commencement of Cover	<ol style="list-style-type: none"><li>1) Except for Flight Cancellation benefit, the cover commences upon check in at the airport on the First Departure Date for a Schedule Flight.</li><li>2) The cover for Flight Cancellation benefit commences 24 hours from the purchase date of the Air Ticket for a Schedule Flight on the First Departure Date.</li></ol>
Expiry of Cover	<ol style="list-style-type: none"><li>1) Except for Flight Cancellation benefit, the cover ends:<ol style="list-style-type: none"><li>a) Upon the Insured Person's departure from the airport at the Country of Arrival;</li></ol><p><b>OR</b></p><ol style="list-style-type: none"><li>b) Upon expiry of 90 days from the First Departure Date;</li></ol><p><b>OR</b></p><ol style="list-style-type: none"><li>c) Upon checking in at point of immigration for travel outside the country of Arrival, other than return to Myanmar;</li></ol><p><b><i>whichever come first</i></b></p></li><li>2) The cover for Flight Cancellation benefit ends upon the First Departure Date;</li></ol>

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### Benefits

#### SECTION 1 - PERSONAL ACCIDENT BENEFITS

In the event of an Accident happening during the Trip, if the Insured Person suffers bodily injury which results in his death or permanent disablement, the Company 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 the Company shall be liable in respect of one Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Insurance Coverage Plan.

#### Exposure and Disappearance Extension

When, by reason of an accident covered by this Policy, the Insured Person is 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.

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If the body of the Insured Person 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 the Company 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 the Company if the Insured Person is subsequently found to be living.

### SECTION 2 - TRAVEL INCONVENIENCE BENEFITS

In addition to the benefits provided under the above Section, the Insured Person will be covered for the following benefit events as specified below:

#### Section 2 (a) – Flight Cancellation

The Company shall reimburse the Insured Person up to the maximum limit as specified for Flight Cancellation in the Summary of Benefit for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure, the Insured Person is prevented from taking the Scheduled Flight during a Flight on the First Scheduled Departure Date due to the occurrence of any of the following events:-

(a) Events in connection with an **Insured Person's immediate Family Member** suffering from:-

- (i) death; or
- (ii) hospitalization, which requires the presence of the Insured Person, which is not anticipated at the purchase date of the Air Ticket

(b) Events in connection with an **Insured Person's**:-

- (i) death or hospitalization of the Insured Person due to Serious Illnesses or serious accidental bodily injury not anticipated at the purchase date of the Air Ticket ;
- (ii) Serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date ;
- (iii) Serious damage to the Insured Person's principal residence due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc requiring his/her presence on the premises on the First Departure Date ;
- (iv) The Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding.

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- (v) The Public Transportation services in which the Insured Person's travelling is involved in an Accident or a breakdown, which prevented the Insured Person's to board the Schedule Flight on the First Schedule Departure Date.

### Section 2 (b) – Flight Curtailment

The Company shall reimburse the Insured Person up to the maximum limit as specified for Trip Curtailment in the Summary of Benefit for any unused and non-refundable portion of the Air Ticket if at the time of scheduled departure the Insured has to curtail his Trip to return directly to Myanmar due to the occurrence of any of the following events:-

- (a) Hospitalization of the Insured Person due to Serious Illnesses or serious accidental bodily injury ;
- (b) Emergency Accidentally Medical Evacuation of the Insured Person by Asia Assistance.
- (c) Insured Person's immediate Family Member suffering from death ;
- (d) Hospitalization of Insured Person's immediate Family Member which requires the presence of the Insured Person.

**Coverage under this section is effective only if coverage is incepted before the Insured Person becomes aware of any circumstances which could lead to the disruption of the Trip.**

### **Special Exclusions applicable to Section 2(a) – Flight Cancellation and Section 2(b) – Flight Curtailment**

The Company shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:-

- (i) criminal acts committed by the Insured Person;
- (ii) war, riot, popular movements, terrorist acts ;
- (iii) any-existing medical conditions ;
- (iv) any effect of a source of radioactivity;
- (v) pollution ;
- (vi) epidemics ;
- (vii) pandemic;
- (viii) natural catastrophes ;
- (ix) climatic events such as lack of snow, etc.
- (x) for any loss which is compensated by AirAsia.

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### **Section 2 (c) – Accompanying Baggage and Personal Effects**

The Company will indemnify the Insured Person for up to the maximum limit as specified for Baggage and Personal Effects in the Summary of Benefit subject to an excess of USD 15.00 only per claim and a limit of USD 150.00 only per item, per one Insured Person per Scheduled Flight taken, in consequence of:-

- (a) a theft or damage due to theft or any attempted theft during trip;
- (b) loss or damage to the Insured Person's baggage and personal effects which includes suitcases, trunks, hand baggage as well as their contents, whether checked in or hand carried, caused by AirAsia.

**Provided that these items must travel together with the Insured Person during the Scheduled Flight.**

**The Company will fixed at USD30.00 per item for claim without receipt. (No excess)**

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 the sole discretion of the Company.

Where any item consists of articles in a pair or set, the Company 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 as a part of such pair or set. The Company may at its 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 trimmed 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 theft if such item or equipment are physically carried along personally by the Insured Person for the Scheduled Flight.

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Yangon International Airport

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### **Special Exclusions applicable to Section 2 (c) – Accompanying Baggage and 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 for professional use
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. film, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
10. hand-held mobile telephone, pagers, portable computer equipment including personal digital assistance and its accessories
11. keys
12. musical instruments, objects of art, antiques, collector's items, furniture
13. perishables and consumables
14. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage

(b) The company 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 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) The company 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 otherwise reimbursed/replaced by AirAsia.

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### **Section 2 (c) i – Baggage Delay**

We will pay you USD 65.00 for every six (6) consecutive hours whereby your checked-in baggage is delayed, misdirected or temporarily misplaced by the AirAsia from the time of your arrival at the scheduled destination abroad till the time you received your baggage. The maximum amount payable is up to the limit stated in the Summary of Benefits.

#### **Special Exclusions applicable to Section 2 (c) i – Baggage Delay**

We will not pay for claims in respect of:

1. Baggage delay not immediately reported to AirAsia.
2. Confiscation or detention by customs, immigration and/ or public authorities.
3. Baggage delay on your return journey to Myanmar, except non-resident of Myanmar.
4. Your failure to obtain a written confirmation from AirAsia or their handling agents on the actual date and time of baggage delivery.

**This policy shall not pay for 2 (c) - Baggage & Personal Effects and 2 (c) i - Baggage Delay at the same time for any one scheduled flight with the exception if the Baggage was later found damaged or personal effects were lost upon receipt of Baggage.**

### **Section 2 (d) – AirAsia Flight Delay**

In the event the Insured Person's Scheduled Flight is delayed for at least six (6) consecutive hours from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of AirAsia Berhad, the Company will pay the Insured Person USD50.00 only for the first six (6) consecutive hours of delay, followed by further sum of USD50.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by AirAsia. A letter from AirAsia or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

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### **Special Exclusions applicable to Section 2 (d) – AirAsia Flight Delay**

The Company shall not be liable for any loss arising from:-

- (a) the failure of the Insured Person to check in according to the itinerary supplied to him/her.
- (b) the failure of the Insured Person to obtain written confirmation from AirAsia Berhad or its handling agents of the number of hours delayed and the reason for such delay.
- (c) strike or industrial action of companies/carrier involving other than AirAsia Berhad and already in existence on the date the Trip is arranged.
- (d) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action).
- (e) Arising from cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure.
- (f) Any rescheduling or delay which you have been made aware of **24 hours** prior to the First Scheduled Departure Time in the travel itinerary.
- (g) Any travel insurance purchased within **4 hours** from the First Scheduled Departure Time as stated in your ticket or travel itinerary.

### **Section 2 (e) – AirAsia On-Time Guarantee**

In the event the Insured Person's Scheduled Flight during a Flight is delayed more than two (2) consecutive hours from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is caused solely by AirAsia, the Company will pay the Insured Person maximum of USD50.00.

Original scheduled time shall means:

- I. The time printed in Insured itinerary;
- II. Any new departure time which AirAsia has advised Insured not less than 24 hours from the original schedule time of flight departure on the flight itinerary.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by AirAsia. A letter from AirAsia or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

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### **Special Exclusions applicable to Section 2 (e) – AirAsia On-Time Guarantee**

The Company shall not be liable for any loss arising from:-

- (a) any illegal or unlawful intentional act by Insured.
- (b) any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (c) the failure of the Insured Person to check in according to the itinerary supplied to him/her.
- (d) strike or industrial action of companies/carrier involving other than AirAsia's and already in existence on the date the Flight is arranged.
- (e) Any prohibition or regulations by any government or immigration authority.
- (f) The Insured Person is not fit to travel or is travelling against the medical advice of a physician.
- (g) delay caused by circumstances which is beyond AirAsia's control such as bad weather, air traffic control, airport closure, strikes and acts of Gods.
- (h) Any rescheduling or delay which you have been made aware of 24 hours prior to the First Scheduled Departure Time in the travel itinerary.
- (i) Any travel insurance purchased within 4 hours from the First Scheduled Departure Time as stated in your ticket or travel itinerary.
- (j) the failure of the Insured Person to obtain written confirmation from AirAsia or its handling agents of the number of hours delayed and the reason for such delay.

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### **Section 2 (f) – Common Carrier Delay**

In the event the Insured Person's scheduled departure of a Common Carrier is delayed for at least six (6) consecutive hours from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due to inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of Common Carrier, the Company will pay the Insured Person USD40.00 only for the first six (6) consecutive hours of delay, followed by further sum of USD40.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Common Carrier until the commencement of the first available alternative transportation offered by the Common Carrier Management. A letter from the Common Carrier or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

#### **Special Exclusions applicable to Section 2 (f) – Common Carrier Delay**

The Company shall not be liable for any loss arising from:-

- (a) the failure of the Insured Person to check in according to the itinerary supplied to him/her.
- (b) the failure of the Insured Person to obtain written confirmation from the Common Carrier or its handling agents of the number of hours delayed and the reason for such delay.
- (c) strike or industrial action of companies/carrier involving other than Common Carrier and already in existence on the date the Trip is arranged.
- (d) the late arrival of the Insured Person at an airport (except for late arrival caused by a strike or an industrial action).
- (e) cancellation or rescheduling of the Scheduled Flight unless due to natural disaster or equipment failure.

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### **Section 2 (g) – Missed Flight Connection**

In the event the onward connecting flight is missed at the transfer point due to the late arrival of the incoming connecting AirAsia flight, and no replacement is made available within six (6) hours from the scheduled time of connecting departure, the Company will pay the Insured Person USD70.00 for every six (6) consecutive hours delay up to a maximum limit as specified in the Summary of Benefit.

The Company shall reimburse the Insured if the delay of the Incoming connecting AirAsia flight is due to the any of the following events:

- (1) Inclement weather at destination or departure
- (2) Accident to the incoming connecting flight
- (3) Technical fault of the incoming connecting flight

### **Special Exclusions applicable to Section 2 (g) – Missed Flight Connection**

The Company shall not be liable for any loss caused by:-

- (a) any illegal or unlawful intentional act by Insured.
- (b) any breach of government regulation or any failure by Insured to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (c) the Insured Person's failure to check in according to the itinerary supplied to him/her prior to the Scheduled Flight ;
- (d) strike or industrial action existing on the date the flight is arranged.
- (e) any prohibition or regulations by any government or immigration authority.
- (f) the Insured Person is not fit to travel or is travelling against the medical advice of a physician.
- (g) Voluntary cancellation of a Schedule Flight by the Insured Person's.
- (h) the onward connecting flight departure time is less than 6 hours apart from the schedule arrival time of the incoming connecting AirAsia flight.
- (i) the onward connecting flight is not in the same airport as the incoming connecting AirAsia flight's arrival airport.
- (j) natural disaster including earthquake, volcanic eruption and its consequences.
- (k) any travel insurance purchased within **4 hours** from the First Scheduled Departure Time as stated in the Insured Person's ticket or travel itinerary.

### **PROVIDED ALWAYS THAT:-**

**This Policy shall only pay for any claim either under Section 2 (d) – AirAsia Flight Delay or Section 2 (f) – Common Carrier Delay or Section 2 (g) – Missed Flight Connection but not all together.**

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### **Section 2 (h) – Travel Re-route**

In the event the Insured Person's original scheduled time of arrival is delayed for at least six (6) consecutive hours from the itinerary supplied to the Insured Person, and this delay is due to rerouting of the scheduled Flight, as a result of strike/industrial action, adverse weather conditions or mechanical breakdown, the Company will pay the Insured Person USD40.00 for the first six (6) consecutive hours of delay, followed by further sum of USD40.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

The period of delay shall be calculated from the original scheduled arrival time of the Scheduled Flight until the actual arrival time offered by AirAsia. A letter from AirAsia or its handling agents confirming the duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

#### **Special Exclusions applicable to Section 2 (h) – Travel Re-route**

The Company shall not be liable for any loss arising from:-

- (a) delay in arrival at the destination as a result of delay in departure of the Flight.
- (b) the failure of the Insured Person to obtain written confirmation from AirAsia or its handling agents of the number of hours delayed and the reason for such delay.
- (c) strike or industrial action of companies/carrier involving other than AirAsia and already in existence on the date the Flight is arranged.

### **Section 2 (i) – Hijack Distress Allowance**

In the event the Insured Person's flight is hijacked during the trip and the Insured Person is detained for more six (6) consecutive hours, the Company will pay the Insured Person USD150.00 for the first six (6) consecutive hours of delay, followed by further sum of USD150.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

**Any claims under Section 2 (i) – Hijack Distress Allowance must be accompanied by a police report or a report issued by the carrier confirming that the Insured Person was a victim of Hijack and the duration of such Hijack.**

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### **Section 2 (j) – Loss of Personal Money**

The Company will reimburse the Insured Person 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 provided that :-

- (a) the items are within the Insured Person's 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 Police.

### **Special Exclusion to Section 2 (j) – Loss of Personal Money**

The Company shall not be liable for any loss of cash, bank or currency notes, traveler's cheques, postal or money orders kept in the check-in baggage with a Common Carrier.

### **Section 2 (j) i – Loss of Travel Documents**

In the event that the Insured Person's passports or visa are lost as a result of robbery, burglary, theft or natural disaster whilst during the Trip, the Company will reimburse the reasonable and necessary expenses incurred for:

- I. Replacing of passport or Visa of the Insured Person's
- II. Any additional travel and accommodation expenses incurred for the purpose of obtaining a replacement of passport or visa;

Provided always that:-

- (a) the Insured Person shall exercise reasonable care for the safety and supervision of the property;
- (b) the Insured Person travel documents are not left unattended;
- (c) 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;

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### **SECTION 3 – MEDICAL AND EVACUATION EXPENSES**

#### **Section 3 (a) - Accidental Medical Reimbursement**

The Company will indemnify the Insured Person up to the maximum limit for Accidental Medical Reimbursement as specified in the Summary of Benefit subject to an excess of USD15.00 only per claim for Medical Expenses which are all Reasonable and Customary Charges incurred due to an Accident sustained during a Trip.

In the event of hospitalization, Asia Assistance, may be able to arrange, on a case-by-case basis, subject to approval from the Company, an advance of payment to the Hospital subject to:-

- (a) initial treatment for such an Accident must be received during the Trip; and
- (b) all follow-up treatment must be received in Myanmar and incurred within 30 days from the expiry date of the respective Tune Protect Travel – AirAsia – Return Plan Certificate of Insurance issued to the Insured Person under this Policy.

The maximum sum payable for follow-up treatment Medical Expenses incurred in Myanmar shall not exceed 10% of the limit as specified for Accidental Medical Reimbursement in the Summary of Benefit. The amount is a sub-limit of the aggregate total payable benefit amount under the Summary of Benefit for Accident Medical Reimbursement.

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) anesthetic (including administration), X-ray examinations or treatments, and laboratory tests;
- (d) drugs, medicines, and therapeutic services and supplies;

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### **Section 3 (b) - Sickness Medical Reimbursement**

(Applicable for age 2 to 75 only)

The Company will indemnify the Insured Person up to the maximum limit for Sickness Medical Reimbursement as specified in the Summary of Benefits subject to an excess of USD15.00 only per claim for Medical Expenses which are all reasonably and Customary Charges incurred due to Sickness sustained during a Trip.

In the event of hospitalization, Asia Assistance, may be able to arrange, on a case-by-case basis, subject to approval from the Company, an advance of payment to the Hospital subject to:-

- (a) initial treatment for such Sickness must be received during the Trip; and
- (b) all follow-up medical treatment expenses must be received in **Myanmar** and incurred within 30 days from the expiry date of the respective Tune Protect Travel - AirAsia - Return Plan Certificate of Insurance issued to the Insured Person under this Policy.

The maximum sum payable for follow-up treatment medical expenses incurred in **Myanmar** shall not exceed 10% of the limit as specified for Sickness Medical Reimbursement in the Summary of Benefits. The amount is a sub-limit of the aggregate total payable benefit amount under the Summary of Benefits for Sickness Medical Expenses Reimbursement.

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;

**This Policy shall only pay for any claim either under Section 3 (a) – Accidental Medical Reimbursement or Section 3 (b) – Sickness Medical Reimbursement but not all together**

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### **Section 3 (c) – Emergency Medical Evacuation or Mortal Remains Repatriation**

(Age 76 and above for accidental only)

#### **(i) Emergency Medical Evacuation**

In the event that an Insured Person requires evacuation in a medical emergency due to an Accident or Sickness occurring during the Trip, Asia Assistance must be contacted immediately to approve the emergency evacuation and organize for an emergency medical transport to the nearest medical facility that is adequately equipped to treat the Insured Person's medical condition. The type of transportation will depend on the availability and the gravity of the Insured Person's condition.

In the event that medical repatriation is necessary, Asia Assistance must be contacted immediately to approve and organize the Insured Person's repatriation back to either his/her home or habitual residence in Myanmar. Alternatively, Asia Assistance will arrange for the resumption of the Insured Person's interrupted Trip as far as it is practical to do so, subject to the cost of repatriation and subject to maximum limit as specified for Emergency Medical Evacuation and Repatriation in the Summary of Benefits.

#### **(ii) Mortal Remains Repatriation**

In the event of accidental or sickness death of the Insured Person during the Trip, Asia Assistance will organize the repatriation of his/her mortal remains to his/her habitual residence in Myanmar subject to the maximum limit as specified for Emergency Medical Evacuation and Repatriation in the Summary of Benefit. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation.

**This Policy will only pay for any claim under Section 3 (c) (i) - Emergency Medical Evacuation or Section 3 (c) (ii) - Mortal Remains Repatriation but not both.**

### **Special Conditions Applicable to Section 3 – Emergency Medical Assistance and Medical Expenses**

The Company is not liable to pay:-

- (1) costs for medical care except that prescribed by a licensed Physician or which is delivered by a recognized Hospital ;
- (2) for any loss which is directly or indirectly, in whole or in part, due to :-

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- (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 characterized by a blood alcohol level of the Insured Person 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) The Insured Person's participation in any competition involving the use of motorized land, water or air vehicle ;
- (f) The Insured Person's participation in any professional sports ;
- (g) The Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>.
- (h) The Insured Person 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) The Insured Person's active service in any of the armed forces of any nation ;
- (j) The participation or involvement of the Insured Person in a criminal act ;
- (k) The Insured Person's practice or utilization, either as pilot or passenger, of a ULM, sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.

(3) the Company is not liable for expenses incurred:-

- (a) for medical care incurred in Myanmar 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.

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### **SECTION 4 – HOME CARE BENEFIT**

The Company will, by payment or at The Company's option by reinstatement or repair, indemnify the Insured Person up to the amount stated in the Summary of Benefits against physical loss or damage as a result of Theft to the Insured Person's Home Contents in Myanmar that was left vacant during the Trip.

#### **Special Exclusions to Section 4 – Home Care Benefit**

The Company shall not be liable for any liability in respect of the following:-

- (a) any losses or damage occasioned through your willful act or your involvement;
- (b) losses of the Insured Person's property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- (c) consequential loss or damage of any kind;
- (d) Losses recoverable from any other insurance taken up by the Insured Person.
- (e) This benefit does not cover:-
  - Motor vehicles or boats
  - Livestock
  - Bicycles and any equipment or accessories relating thereto.
  - Automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
  - Identity paper, credit and payment cards, transport tickets, cash, stocks and securities
  - Antiques
  - Artifacts
  - Musical instruments, objects of art, antiques, collector's items, furniture
  - Perishables and consumables

#### **Asia Specialty Insurance Limited**

Yangon Airport Group Co., Ltd,

Yangon International Airport

Tel: +959 502298 Fax: +951 533164



## **Asia Specialty Insurance Limited**

Formerly known as Asia Insurance Limited (Company No: LLo8800)

8<sup>th</sup> Floor, Wisma Genting, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

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Email: [claims@asil.my](mailto:claims@asil.my) Website: [www.asil.my](http://www.asil.my)

### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Insurance does not cover:-

- (1) any illegal or unlawful intention act by the Insured Person;
- (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) ; unless as provided in the summary of benefits.
- (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 Berhad;
- (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 means physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ ;
- (9) any Pre-Existing Condition ;

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- (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by the Insured Person to him/herself 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 Organization in 1987, or subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus (HIV) 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) late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time ;
- (22) failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage ;
- (23) failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report ;

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- (24) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria; and
- (25) engaging practicing or participating in sport in a professional capacity or when an Insured Person 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 an Insured Person if that Insured Person is :-
  - (a) a terrorist ;
  - (b) a member of a terrorist organization ; 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 the Master Policy No. MAPA02-25/07/18.
- (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 shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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(3) **Misrepresentation in Application**

The benefits shall not be payable and the Policy, at the option of the Company, shall be considered voidable in the event:-

(a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is 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**

The Company reserves the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written agreement between the Company 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 an authorized representative of the Company and such approval be endorsed herein.

(5) **Currency of Payment**

Payment of any claim covered under this Policy shall be made in United States currency or its equivalent in any other currency at the prevailing rate of exchange as declared by bank at the time of effecting payment if so required by the Insured Person or his/her permitted legal personal representatives.

(6) **Compensation Limit**

The compensation limit is that expressed in the Compensation Table.

(7) **Ages**

All ages referred to in this Policy shall be the age of the Insured Person at his/her last birthday.

(8) **Country of Residence**

Coverage provided to the Insured Person is subject to either their residence in Myanmar or for non-residents, to their travel through Myanmar or to their transit through a Myanmar Airport.

(9) **Notice and Procedures of Claims**

(a) Upon the happening of any event which may give rise to a claim, the Insured Person shall:-

(i) notify the Company 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 the Company;

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- (ii) furnish to the Company in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Insured Person's statements, reports and any other documents as the Company may require and shall be in such form and of such nature as the Company may prescribe.
    - (iii) produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company 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 the Company 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 the Insured Person's credit card account .
    - (ii) a property irregularity report obtained from AirAsia Berhad in respect of lost luggage including details of the Scheduled Flight and/or written details and confirmation of the delay or loss incurred.
  - (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of AirAsia Berhad authorized to receive such notification.
- (10) **Proof of Loss**  
Written proof of loss must be furnished to the Company at its said office 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.

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(12) **Medical Examination**

The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person 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) **Limitation of Claims**

No claim benefits shall be payable under this Certificate of Insurance if presented to the Company beyond a period of one (1) year from the date of loss.

(14) **To Whom Indemnity is Payable**

Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure of nominee, to the legal beneficiary as stipulated under the Probate and Administration Act of Myanmar (for foreigners, such pay out shall be made in accordance to foreign Insured Person's country's probate laws). Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between the Company and the Insured Person or his/her estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

(15) **Sanctions Clause**

The Company is 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 the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent company or its ultimate controlling entity.

(16) **Receipts**

The Company shall not be abided by any notice or any trust charge, a lien, assignment or other dealing with the Certificate of Insurance. The receipt by the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

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- (17) **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.
- (18) **Rights of Ownership**  
The policy owner is AirAsia Berhad.
- (19) **Legal Proceedings**  
No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.
- (20) **Arbitration Clause**  
Any dispute which may arise between the Company and the Insured Person and/or his/her 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 Myanmar or any statutory modification of reenactment thereof for the time being in force.
- (21) **Limitation of Time of Bringing Arbitration**  
If a claim is made under the Policy and rejected by the Company, the Insured or his/her legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.
- (22) **Cancellation**  
This Certificate of Insurance once issued is not cancelable or refundable.
- (23) **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 Myanmar Law.
- (24) **Sole Responsibility of Asia Specialty Insurance Limited (Formerly known as Asia Insurance Limited)**  
Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of the Asia Specialty Insurance Limited and shall not in any way involve AirAsia.

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(25) **Language Prevails**

If there is any conflict or inconsistency between any of the contents of the document and the contents of a version of this same document issued or printed in any other language, the contents of this document issued and printed in English prevail.

(26) **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. Asia Specialty Insurance Limited (Formerly known as Asia Insurance Limited) will honor valid claims in such a scenario.

(27) **Duplication of Cover**

In the event that an Insured Person is covered by more than one policies purchased through AirAsia and/or its Affiliates', benefit will be paid by the policy which provides the greatest amount of benefit. Where the benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued.

(28) **Flight Cancellation by AirAsia**

- (a) the travel insurance policy will be expired if the Insured Person selects the Credit Shell. However, the premium will be refunded as a credit for the Insured Person to buy a new air ticket of AirAsia flight.
- (b) the travel insurance policy will be expired if the Insured Person selects Cash Refund pay-out. The premium will be included in the total amount you receive from AirAsia. However, the refund has to be made before the departing time.

(29) **Claim Reimbursement**

The reimbursement of the approved claim amount will be made via telegraphic transfer to the Insured Person's bank account. However, the bank charges or any expenses in relation to bank remittance in respect of the Insured claim settlement shall be borne solely by the Insured Person's.

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