



Liberty
Insurance®

**Travellers
Terms & Conditions**

Travellers Insurance Plan Policy

HOW YOUR INSURANCE OPERATES

This is your Travel insurance Policy. Please examine it to make sure you have the protection you need.

Your Travel Insurance Policy is a contract between us, Liberty Insurance Berhad and you, the holder of the Policy, on behalf of insured person named therein. The proposal form, declaration and any information given are the basis of this contract.

In consideration of you paying to us the required premium, we agree to indemnify you in the manner and to the extent described in this Policy, in respect of events occurring during the Period of Insurance, or any subsequent period for which you pay and we accept the required premium.

DEFINITION OF WORDS

Certain words have been defined. These have the same meaning wherever they are used in the Travel Insurance Policy.

Insured person/You/Your - means

Each person named in the Certificate of Insurance must be a Malaysian, Malaysian Permanent Resident, Work Permit Holder, Employment Pass Holder or otherwise legally employed in Malaysia and/or their Spouse and Children.

We/Our/Us/The Company/Liberty Insurance - means

Liberty Insurance Berhad

Excess Amount - means

Is the first part of each and every claim that you are required to bear yourself.

Hazardous adventure(s) - means

Mountaineering, abailing or rock climbing necessitating the use of ropes and other climbing equipment, bungee jumping, rating or canoeing involving white water rapids, flying or other aerial activities, jet skiing, underwater activities involving the use of any artificial breathing apparatus to a depth of more than 9 meters, racing (other than on foot), ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, hang gliding, professional sporting activities and competitions of any kind, and organised sporting holiday and any other activities that require a degree of skill and involves exposure to risk.

Pre-existing condition- means

Any injury, illness or condition or symptom:-

- a) for which treatment or medication or advice or diagnosis has been sought or received or was foreseeable during the twelve months prior to the commencement of the journey.
- b) Which was known or unknown by you to exist prior to the commencement of the journey whether or not treatment or medication, or advice or diagnosis was sought or received

Home - means

Your usual place of residence in Malaysia

Home territory - means

Malaysia

Journey - means

A trip or holiday that commences when you leave your home or business in your home territory (whichever is the later) until the time you return to your home or business in your home territory

(whichever is the earlier) on completion of the trip. In any event, it does not commence more than 24 hours prior to scheduled departure time or cease more than 24 hours after scheduled return to your home territory.

Any subsequent trip, which commences after your return to your home, is not covered. In any event, the maximum number of days per journey or trip is 185 days other than one way cover which is limited to 90 days.

One way cover - means

A journey that commences when you leave your home until your scheduled time of arrival at your final destination or expiry of Period of Insurance whichever is earlier. Any stop over should not exceed 30 days unless the delay is beyond your control.

Period of Insurance - means

Under Section 7, insurance is effective on the issue date of Certificate of Insurance and terminates on commencement of the planned trip. In respect of all other sections, the Period of Insurance starts when the insured leaves his/her home territory (provided the cover does not commence more than 24 hours prior to the schedule departure time or cease more than 24 hours after the schedule arrival at his/her home territory) to the time he/she return to his/her home or business in his/her home territory or on expiry of the Period of Insurance, whichever is earlier.

This does not apply to one way cover where the cover terminates 72 hours from the schedule arrival time at your final destination abroad or on the expiry of the Period of Insurance whichever is earlier. Any stop over should not exceed 30 days unless the delay is beyond your control.

Curtailement - means

Cutting short your journey by early return to your home after its commencement.

Personal luggage - means

Each of your suitcases, trunks and containers of a similar nature and their contents and articles worn or carried by you including your valuables.

Valuables - means

Items composed of precious metals or precious stones, jewellery, watches, furs, gold and silver articles, camera (including digital) and its accessories, binoculars and notebook computer.

Personal money - means

Bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travellers cheques, coupons or vouchers which have a monetary value and travel tickets, all held for your private purpose whilst away from your home, and while in your personal custody at all times unless deposited in a hotel safe.

Family member(s) - means

Your spouse, parents, parents in-law, grandparents, children, grandchildren, brother, sisters and legally adopted child or sibling, all residents in your home territory.

Insured and Spouse Plan - means

you and your legal spouse. Your spouse receives the same benefits as you. However the total liability of the company under Insured and Spouse Plan shall not exceed RM500,000.

Insured and Children Plan - means

You and your children or legally adopted children aged 18 years and below. Each of your children receive the same benefit amount as you except for the death benefit under Section 1 where each child shall be entitled to receive RM15,000. However, the total liability of the company under the Insured and Children Plan shall not exceed RM500,000.

Family plan - means

You, your legal spouse and all your accompanying children aged 18 years and below. Your spouse and each of your children receives the same benefits amount as you except for the death benefit under Section 1 where each child shall be entitled to receive RM15,000. However, the total liability of the Company under Family Plan shall not exceed RM500,000.

Illness - means

Any sudden and unexpected deterioration of health certified by a registered or competent Medical Practitioner during the Period of Insurance.

Injury/injuries - means

Bodily injuries suffered anywhere in the world caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance.

Hospital - means

An institution which is legally licensed as a medical or surgical hospital in the country in which it is located. It must be under the constant supervision of a Physician.

Medical practitioner / Physician - means

A properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which treatment is provided and who is rendering such treatment is practicing within the scope of his or her licensing and training.

Accident - means

Any sudden or unexpected and violent event to the insured person, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

Carrier(s) - means

The entity that transports you and your luggage in the course of the journey by land, water or air conveyance which operates under a licence for the transportation of passengers.

Scheduled Carrier(s) - means

Scheduled Carrier(s) means scheduled aircraft, train or sea vessel where the airlines, train and sea vessels are listed with the relevant authorities in the countries in which the aircraft, train or sea vessel is registered and hold a Certificate, License or similar authorisation for schedule transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times.

Public transport services - means

Any licensed bus or taxi or a scheduled service which any member of the public can join at a recognised stop as a fare-paying passenger.

GEOGRAPHICAL AREAS

- Asia includes as Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Laos, Macau, Malaysia (East to West or vice-versa), Myanmar (Burma), Nepal, Singapore, Philippines, South Korea, Thailand, Taiwan, Vietnam, Pakistan, Maldives, Sri Lanka, etc.
- Worldwide **excluding** United States of America and Canada, or

- Worldwide **including** United States of America and Canada.

GENERAL CONDITIONS

We will act in good faith in all our dealings with you. Equally, the payment of claims happening in the selected Geographical Area during the Period of Insurance is dependent on:

1. You observing the following:

- a) Taking ordinary and proper care to safeguard against accident, injury, loss or damage, as if the insurance was not in force.
- b) Reporting in writing to us within 30 days upon return to your home, full details of any incident, which may result in a claim under the Policy.
- c) Producing the Certificate of Insurance before a claim is admitted.
- d) Forwarding to us immediately upon receipt, every writ, summons, legal process or other communication in connection with the claim.
- e) Giving all necessary information and assistance that we may require at your expense (including where necessary medical certification and details of your household insurance).
- f) Not admitting liability or making an offer or promise of payment without our consent.
- g) Giving notice within 24 hours to the Police of any loss or theft or to the carriers when the loss or damage has occurred in transit. In either case, a report form must be obtained from the Police or carriers and forwarded to us.
- h) Not abandoning any property to us.
- i) Having sought medical advice on the advisability of taking the journey when you have received medical treatment as a hospital in-patient during the 6 months preceding the journey booking.
- j) Not travelling contrary to medical advice or specifically to obtain medical treatment.
- k) Not having received a terminal prognosis from a registered medical practitioner prior to the date of issue of the Certificate of Insurance.
- l) Not awaiting medical treatment as a hospital in-patient at the date of issue of the Certificate of Insurance.
- m) Suffering from any previously diagnosed anxiety state.
- n) No alterations and/or additions to the printed terms and conditions of the Policy are valid unless initialled at our office by an authorised employee of the company.

2. You recognising our right to :-

- a) avoid paying any claim, which is in any way fraudulent.
- b) take over and deal with in your name the defence or settlement of any claim made under the Policy.
- c) take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under the Policy.
- d) not be liable for the same claim under more than one Travel Insurance Certificate and/or policy for the same insured person relating to the same Period of Insurance issued by Liberty Insurance Berhad.
- e) cancel all benefit provided by the Policy without refund of any premium when a payment made for cancellation or curtailment of the journey.
- f) only pay a proportion of a claim where there is other insurance in force covering the same risk, and to require details of such other insurance.
- g) not to refund the premium after the Policy has been issued.
- h) cancel all covers under the Policy immediately if the claim is dishonest or exaggerated in any way and we reserve the right to notify the police of any such claim.

3. Arbitration Clause

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by both parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party within one calendar month after having been required in writing to do so by either of the parties or in the case of the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire shall seek with the arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against us. If we shall disclaim liability to you or your personal representatives for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

GENERAL EXCEPTIONS

We will not pay for any deterioration of, or loss of damage to property, or any legal liability, injury, illness, death or expenses caused by or contributed to, or arising from:

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism (when there are traces of nuclear, chemical or biological agents), insurrection or military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. Acts of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence a government and/or to put the public or any section of the public, in fear.
- b) Riot or civil commotion, lockout or threat of such event.
- c) HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives, variations or treatments thereof however caused.
- d) Delay, confiscation, detention, requisition, damage, destruction, or any prohibitive regulations by Customs or other Government Officials or Authorities of any country.
- e) Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
- f) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. We will not pay for:-

- a) any consequential loss unless specified in the Policy.
- b) any loss due to currency exchanges of any and every description.
- c) claims in respect of babies aged 30 days and below and persons aged 80 years and above.
- d) More than RM500,000 in respect of coverage effected under the Insured and spouse Plan, Insured and Children Plan and Family Plan.
- e) any payment you would normally have made during your travel, if nothing had gone wrong.

3. Under each of the Section 1,2, 7 and 8 we will not pay for any event which is the result of:

- a) you travelling in an aircraft (other than a fully licensed passenger carrying aircraft).
- b) Medication, which at the time of departure is known to be required or to be continued outside the home territory.
- c) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre

- d) you receiving in-patient treatment or are on a waiting list for in-patient treatment.
- e) you have received a terminal prognosis.
- f) you intend to travel against the advice of a medical practitioner or are intending to obtain medical treatment during the journey.
- g) your suicide, self-injury or wilful exposure to peril (other than in an attempt to save human life)
- h) you being under the influence of drugs or other substance abuse (other than those prescribed by a registered medical practitioner but not prescribed for the treatment of drug addiction)
- i) solvent abuse.
- j) you being under the influence of alcohol or intoxicating liquor.
- k) you participating in a hazardous adventure.
- l) any costs of treatment in respect of pregnancy, childbirth, miscarriage, abortion or menopause.
- m) pre-existing condition.
- n) cosmetic surgery.
- o) non-emergency medical check-ups
- p) failure to obtain required vaccinations before departure.
- q) illness or disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental illness.
- r) motorcycling (as rider or pillion)
- s) any consequential loss not specified in the policy.

4. Under each of Sections 2, 3, 6, 7, 8 and 10, the amount for which we shall not be liable for each claim is limited to twice the Excess Amount in the aggregate where one occurrence relates to two or more family members insured under this Policy.

5. Under Section 1, if there is more than one insured persons covered, our maximum aggregate liability in respect of all insured persons travelling in one aircraft or surface transport vehicles or vessel shall not exceed the conveyance limit of RM7,500,000 or the aggregate amount of compensation payable in respect of such insured persons, whichever is the less.

6. Cyber Risk Clause (Applicable to Sections 7, 8, 9, 10 & 11) (Information Technology Hazards Clarifications Clause) The indemnity expressed in this policy shall not apply to liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the internet, extranet and/or via the insured persons own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

SECTION 1 – PERSONAL ACCIDENT

For each insured person we will pay:

Up to RM200,000 for bodily injury sustained by you and caused entirely by violent, accidental, external and visible means occurring within one year of the happening of the event and which independently and solely result in the benefit shown below:

Benefit 1	Death
Benefit 2	Total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use or both limbs.
Benefit 3	Permanent and total disablement from engaging in employment or occupations of any and every kind.

For each insured person we will not pay for:

Under Benefit 1

more than RM15,000 when your age is 18 years or below

Under Benefits 1 to 3

- a) more than one of the benefits resulting from the same injury.
- b) injuries arising from manual work in connection with any trade, employment and profession.

SECTION 2 – MEDICAL AND OTHER EXPENSES

For each insured person we will pay:

For the following necessarily incurred expenses within the Period of Insurance that gives rise to the claim resulting from your death, bodily injury or illness during the journey outside the home territory except for follow-up treatment.

Benefit 1

Reimbursement up to RM300,000 for reasonable fees or charges or expenses for :

- a) medical, surgical, hospital, nursing home or nursing services
- b) emergency dental treatment for the alleviation of sudden pain or treatment for damage to sound and natural teeth provided such damage is caused solely by injury.

Reimbursement for follow-up medical expenses incurred following your return from your journey to your home territory are limited to RM30,000. However, nothing will be payable in respect of expenses incurred more than 30 days.

Benefit 2

Reimbursement up to RM5,000 for changes in the event for your death for:

- a) your burial or cremation in the locality where your death occurs plus the cost of conveyance of your ashes to your home or
- b) conveyance of your body to your home

Benefit 3

RM150 for each full day you are confined to hospital as an inpatient during the period of the journey in addition to fees or charges or expenses paid under Benefit 1 above up to a maximum of RM3,000 in total.

Benefit 4

Reimbursement up to RM5,000 for reasonable additional accommodation and travelling expenses limited to a round trip economy class air ticket incurred by one immediate family member who is required to travel to or with you at the medical advice of the treating physician, and to remain with you as a result of your hospitalisation for more than 7 days.

Benefit 5

Reimbursement up to RM5,000 for reasonable additional accommodation and travelling expenses and a round trip economy class air ticket incurred by one immediate family member to take care and/or accompany the dependent children, not older than 12 years of age, back to your home who is left unattended as a result of your hospitalisation, for more than 5 days.

For each person we will not pay for:

Under Benefit 1

- a) fees or charges for repair to or for the provision of dentures or artificial teeth
- b) any dental work involving the use of precious metals
- c) dental treatment/repair where the cause is due to normal wear and tear or normal maintenance of dental health
- d) any charges for traditional treatment
- e) ophthalmological care, eye glasses, contact lenses and hearing aids or prescription for the same

Under benefit 2

- a) fees or charges or expenses for your burial or cremation within your home territory

Under benefit 1 to 5

- a) fees or charges or expenses arising from manual work in connection with any trade, employments and profession

Under benefit 4 & 5

- a) the first RM50 of each and every incident giving rise to a claim

SECTION 3 – PERSONAL LUGGAGE AND PERSONAL EFFECTS

For each insured person we will pay:

Up to RM5,000 in respect of your personal luggage and personal effects (including clothing worn) due to theft or attempted theft or damage to or loss of your personal luggage and personal effects by the carrier less a deduction for any wear, tear or depreciation or any compensation paid either by the carrier or other. The luggage and personal effects must be owned by and accompanied by you and include suitcase, trunks, hand luggage and the like receptacles as well as their contents.

All valuables are only covered against theft and only if carried by you or while deposited with and under the care of a hotel

For each insured person we will not pay for

1. any event which is the result of:
 - a) the first RM50 of each and every incident giving rise to a claim.
 - b) more than RM500 in respect of every single article, pair or set of articles.
 - c) more than RM2,000 in total in respect of valuables.
 - d) more than the proportionate part of the value of an article belonging to a pair or set in the event of loss or damage.
2. loss of or damage to:
 - a) animals
 - b) bonds, stamps, identity documents, credit and payment cards, travel documents, cash, stock, negotiable instruments and securities or document of any kind.
 - c) Contact or corneal lenses, eye glasses, hearing aids, prosthetic limbs, artificial teeth or dental bridges or dentures.
 - d) Cosmetics of any kind
 - e) Films, tapes, cassettes, cartridges or discs
 - f) Perishable and consumable goods or bottles or any subsequent damage caused as a result thereof
 - g) Pedal cycles, wheel chairs, prams, pushchairs or baby buggies other than while they are being conveyed by public transport services and carrier
 - h) Property more specifically insured elsewhere
 - i) Valuables unless at all times they are attended by you or deposited in a hotel safe or hotel safety deposit box
 - j) Personal money
 - k) Fragile articles, musical instruments, sculptures or household goods due to cracking, scratching or breakage
 - l) Handphones, pagers, portable computer equipment (other than notebook computer), including personal digital assistant and its accessories and equipment for the recording of sound and/or pictures and its accessories
 - m) Sports equipment while in use due to breakage
3. loss or damage due to atmospheric or climatic conditions, wear, tear or depreciation, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, inherent vice.
4. loss or damage to personal luggage while away from your journey accommodation unless it is at all times attended by you

5. loss or damage by theft from an unattended vehicle unless it was completely out of sight in the trunk of the vehicles which is fully locked and whose windows are closed and there was visible evidence of forced entry
6. loss or damage due to negligence on your part
7. mysterious disappearance
8. loss or damage in respect of which you have received replacement or compensation either from the carrier or others
9. losses not reported to the authorities within 24 hours of discovery

SECTION 4 – LUGGAGE DELAY

For each insured person we will pay:

Up to RM600 for the emergency purchase of essential items such as toiletries and clothing less any amount of compensation paid either by the carrier or others if your personal belongings and luggage other than documents are delayed or misplaced for at least 8 hours from the time of arrival at the journey destination abroad. The receipts for all items purchased must be submitted to us with your claim and any amount paid will be deducted from the final claim settlement payable under Section 3 should the items be permanently lost

For each insured person we will not pay for:

1. claims not declared to carrier if your luggage is late or lost
2. loss or delay which you have received replacement of compensation from the carrier or others.
3. any purchase made after you received your luggage by the carrier
4. luggage delay when it occurs on the return journey to your home territory
5. claims made under this Section if claim has been made under Section 3 of this policy

SECTION 5 – PERSONAL MONEY

For each insured person we will pay:

Up to RM800 in respect of accidental loss of your personal money during your journey provided that such loss is reported to the police within 24 hours from the incident.

For each insured person we will not pay:

1. loss of:
 - a) or theft of personal money left unattended in a public place or as a result of your failure to take care and precaution for the safeguard and security of such money
 - b) personal money from an unattended vehicle unless secured and contained in its locked boot or in the locked glove compartment of such vehicle and out of view and there was a visible evidence of forced entry
 - c) personal money in a suitcase while in transit by air or in sea-going vessel or a train and outside your control
 - d) personal money in your suit or jacket which is left unattended in a public place or while in transit by air or in a sea-going vessel or a train and outside your control
 - e) travellers cheques where the banker provides a replacement service
 - f) or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airlines, a property irregularity report obtained

2. shortage due to error, omission, exchange or depreciation in value
3. mysterious disappearance

SECTION 6 – TRAVEL DOCUMENTS

For each insured person we will pay:

Up to RM5,000 for the reasonable additional accommodation, travel expenses and communication expenses necessarily incurred in obtaining the replacement of your lost passport or visa and/or travel documents abroad during your journey provided always that you shall exercise reasonable care for safety and that any loss must be reported to the police within 24 hours of discovery.

For each insured person we will not pay:

1. the first RM50 of each and every incident giving rise to a claim.
2. loss of:
 - a) or theft of passport and travel documents left unattended in public place or as a result of your failure to take care and precaution to safeguard and ensure the security of the travel documents.
 - b) passport and travel documents in a suitcase while in transit outside your control.
 - c) passport and travel documents in your suit or jacket, which are left unattended in a public place or while in transit outside your control.
 - d) or damage whilst in custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline, a property irregularity report obtained.
 - e) Any additional expenses incurred in obtaining the replacement of loss of your passport and loss of travel documents in your home territory.
3. mysterious disappearance.

Travel documents includes passport, visa, entry permit, conveyance tickets and travel vouchers.

SECTION 7 – CANCELLATION

For each insured person we will pay:

Up to RM15,000 for loss of personal accommodation or transport charges and additional travel expenses paid or contracted to be paid by or for you and loss of excursion charges pre-booked and prepaid in your home territory by or for you which are not recoverable from any other source if your trip is unavoidably cancelled at the time of departure.

The above benefits are payable in the event of the following:

- a) cancellation due to your death or death of any of your immediate family member.
- b) cancellation due to confinement to you or any of your immediate family member in a hospital arising from bodily injury or serious illness.
- c) cancellation due to death of your travelling companion that was registered for the journey with you and is an insured person whose name is duly mentioned on the Proposal Form and Certificate of Insurance.
- d) cancellation due to confinement to your travelling companion that was registered for the journey with you and is an insured person whose name is duly mentioned on the Proposal Form and Certificate of Insurance in a hospital arising from bodily injury or serious illness.
- e) cancellation due to your home becoming uninhabitable following fire, storm or flood or similar natural disaster like earthquake, hurricane or tornado.

For each insured person we will not pay for:

1. the first RM50 of each and every incident giving rise to a claim.
2. any event which is the result of:
 - a) your failure to obtain the required passport or visa.
 - b) any government requirement, regulation or act.
 - c) delay caused by carrier or re-scheduling in your home territory or the delayed departure at any point in or outside your home territory during the journey if you choose to abandon the trip.
 - d) act, delay or amendment of the booked itinerary or failure in the provision of any part of the booked trip including error, omission or default by the transport or accommodation provider or their agent or any person acting as your agent of any service forming part of the booked holiday or accommodation as well as of the agent or tour operator through whom the holiday or accommodation was booked.
 - e) you arranging your journey through an unlicensed travel agent.
 - f) failure of your own vehicle.
 - g) your financial circumstances.
 - h) your disinclination to travel or your loss of enjoyment of the journey.
 - i) weather conditions other than severe weather conditions in your home territory, which prevent you from getting to the airport or port in time to catch your flight or ship.
3. any losses if this insurance is not purchased on the same date or prior to the date of registration or date of full payment of your trip.

SECTION 9 – TRAVEL DELAY

For each insured person we will pay:

RM200 for each full 8 hours delay and/or RM2,000 in total, whichever is the lesser, compensation if the schedule aircraft, train, or sea vessel on which you are booked is delayed in departure for at least 8 hours at any single destination stop (including transit) from the time specified in the carrier or tour operator travel itinerary during your journey from home territory or return to your home due to strike or industrial action, adverse weather conditions or mechanical failure of the aircraft, train or ship

The coverage under this Section only applies to schedule carriers, which you had duly confirmed according to the carrier rules and regulations

For each insured person we will not pay:

- 1) any event which is a result of:
 - a) your failure to check in at the airport, station or port according to the travel itinerary given to you.
 - b) your late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to industrial action).
 - c) misconnection due to delay at any single destination stop (including transit).
 - d) compensation unless you have obtained written confirmation from the airline, railway or shipping line or their handling agents showing the schedule departure time and the actual departure time of the flight, journey or sailing.
 - e) travel delay arising from strike or industrial action which commenced or was announced before purchase of the insurance.
 - f) failure of public transport services arising from strike or industrial action which commenced or was announced before the date of departure from your home.

SECTION 10 – MISSED DEPARTURE

For each insured person we will pay:

Up to RM1,000 for additional accommodation and travel expenses necessarily and reasonably incurred in reaching your destination abroad or returning to the home territory as a result of failure of public transport services to get you to the departure port, airport or train station as state in your ticket.

For each insured person we will not pay for:

SECTION 8 – CURTAILMENT

For each insured person we will pay:

Up to RM15,000 for the refund of the unused and non-refundable part of your trip in proportion to the unused days paid or contracted to be paid by you or for you in your home territory in the event of necessary and unavoidable cancellation by you arising from causes beyond your control occurring during your journey. The refund for accommodation will be based on each day of the journey you have lost. A proportion of travel expenses will be refunded only if you cannot use your return ticket and you are not claiming return travel expenses under other Section of this policy

The above benefits are payable in the event of the following:

- a) Curtailment due to your death or your confinement to hospital for the duration of your journey as a result of bodily injury or illness.
- b) Curtailment due to unexpected death of any of your immediate family member remaining in your home territory.
- c) Curtailment due to unexpected illness or accident of any of your immediate family member remaining in your home territory which requires hospitalisation for more than 48 hours.
- d) Curtailment due to death of your travelling companion during the journey that was registered for the journey with you and is an insured person whose name is duly mentioned on the Proposal Form and Certificate of Insurance or confined to a hospital due to bodily injury or serious illness.

In the event of curtailment, compensation for the irrecoverable prepaid charges or expenses would be computed on the basis of each completed day from the day of arrival back in your home territory to the scheduled return as shown on the booking invoice.

For each insured person we will not pay for:

1. the first RM50 of any loss, charge or any expenses incurred in respect of each and every claim under this Section.
2. any event which is the result of:
 - a) your failure to obtain the required passport or visa.
 - b) any government requirement, regulation or act.

1. the first RM50 of any and every incident giving rise to a claim
2. any event which is the result of:
 - a) your failure other than failure of the public transport services to check in at the airport, station or port to the travel itinerary given to you
 - b) late arrival at the airport, station or port after check in or booking in time (except for the late arrival due to failure of the public transport services)
 - c) misconnection of any carrier due to delays at any single destination point
 - d) failure of the public transport services arising from strike or industrial action which commenced or was announced before the date of departure from your home

SECTION 11 – PERSONAL LIABILITY

For each insured person we will pay:

Up to RM1,000,000 plus costs agreed between us in writing which you are legally liable to pay as a result of:

- a) injury, illness or disease of any person.
- b) loss or damage to property that does not belong to and is neither in the charge or under the control of you or any family member.
- c) loss of or damage to your journey accommodation that does not belong to you or any family member occurring during the Period of Insurance.

For each insured person we will not pay for:

- 1) any liability for loss of or damage to property or injury, illness or disease
 - a) suffered by anyone under the Contract of Service with you or family member and arising out of the work they are employed to do.
 - b) to any family member.
 - c) arising out of any deliberate act or omission.
 - d) any wilful, malicious or unlawful act by you or family member.
 - e) arising out of your own employment, profession or business or that of any family member.
 - f) arising from your ownership, care, custody or control of any animal.
 - g) which indemnity is provided under any insurance assumed by you by agreement which would not have attached in the absence of such agreement.
- 2) Compensation or other costs arising from accidents involving:
 - a) any land or building or the use thereof by or on your behalf other than your temporary journey accommodation.
 - b) property belonging to or held in trust by or in the charge or control of you or any family member.
 - c) mechanically propelled vehicles and any trailers attached.
 - d) aircraft, motorised waterborne craft or yacht.
- 3) Judgement which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

ENDORSEMENT

(attaching to and forming part of this Policy)

TERRORISM & HIJACKING

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy shall exclude Terrorism but only as the sole result of the utilisation of Nuclear,

Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

1. Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section or the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use.

Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s)

2. Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
3. Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
4. Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

EXTENSION OF PERIOD OF INSURANCE

If because of your death, injury or illness or that of anyone who is travelling with you, or because of delay or interruption of public transport services out of your control, you are unable to complete the journey before the expiry of this insurance, the Period of Insurance will be automatically extended without any additional premium for the additional days that are reasonably necessary for up to:

- a) 14 days if any vehicle, sea-going vessel or aircraft in which you are travelling as a ticket holding passenger is delayed
- b) 30 days if the intended return journey is prevented due to bodily injury or illness to you arising from a cause covered under this policy

CASH BEFORE COVER

It is a fundamental and absolute special conditions of this contract of insurance that the premium due must be paid and received by us before cover commences.

DATA RECOGNITION CLAUSE

There is no insurance under this Policy in respect of any claim of whatsoever nature, which arises directly or indirectly from or consists of the failure or inability of any:

- a) Electronic circuit, microchip, integrated circuit, microprocessor embedded system, hardware, software, firmware, programmed computer, data processing equipment, telecommunication equipment or systems, or any similar device.
- b) Media or system used in connection with any of the foregoing
Whether the property of the insured person or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or words to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to

manipulate, interpret, transit, return, calculate or process any date, data information, command, logic or instruction as a result of:

- i) recognising using or adopting any date, date of the week or period of time, otherwise than as or other than, the true or correct date, day of the week or period of time.
- ii) the operation of any command or logic, which has been programmed or incorporated into anything, referred to in (a) and (b) above.

This clause does not apply in respect of

- a) Section 1 – Personal Accident
- b) Section 2 – Medical and Other Expenses
- c) Section 11 – Personal Liability

24 HOURS MEDICAL ASSISTANCE TERMS AND CONDITION

Agreement has been made with Asia Assistance Network (M) Sdn. Bhd. (AAN) to provide the emergency assistance services described below as an additional benefit for Insured Members (Members) under this policy.

The Members person may call reverse charge / call collect to Asia Assistance Alarm Centre 24 hours a day, 365 days (or 366 days in a leap year) anywhere within Malaysia or whilst outside Malaysia with each trip not exceeding 185 consecutive days.

SCOPE OF SERVICES

MEDICAL ASSISTANCE

1. Tele-medical Consultation and Evaluation of the Insured Person's Condition

When medical advice is needed during travels outside Malaysia, the Insured person is to call AAN for assistance and advice. AAN's duty doctor will provide help over the phone.

Important:

The telephone conversation does not permit the establishment of a diagnosis and must be considered as an advice only.

2. Medical Referral and Arrangement of Medical Appointments

Upon request, AAN shall use its best efforts to provide the name, address and telephone number of physicians (including both general practitioners and specialists), hospitals, dentists and dental clinics. And when requested, AAN will attempt to confirm the availability of the applicable medical or dental professional to make an appointment for treatment.

3. Arrangement of Hospital Admission Guarantee.

If the Insured person requires emergency hospitalisation AAN will assist in the arrangement of the hospital admission guarantee, The Insured person is required to ensure that all hospital bills are settled directly upon discharged. Such service will be subject to AAN receiving payment guarantee from Insured person's family member / friend.

4. Dispatch of Medication Not Available Locally

AAN will dispatch the necessary medication not available locally in case of emergency when the Insured person is travelling outside Malaysia and when local rules and regulations allow for such a dispatch.

5. Medical Evacuation

Following a medical emergency, when hospitalised and local medical facility is inadequate, AAN will arrange for medical

evacuation under constant medical supervision to the nearest adequate medical facility.

6. Medically Supervised Repatriation

If AAN doctor, in consultation with the local attending physician, determines that treatment should continue at a medical facility nearer home following stabilisation, AAN will arrange for the repatriation under constant medical supervision.

Note: For Evacuation and Medically Supervised Repatriation Services, AAN shall organise the services and Liberty Insurance shall pay for such cost up to RM1, 900,000.00.

All decisions for Medical Evacuation and Medically Supervised Repatriation as to the means of transportation and the final destination will be made by AAN or its authorised representative, and will be based solely upon medical necessity.

7. Compassionate Visit

If the Insured person is hospitalised outside Malaysia for more than 7 consecutive days, AAN will arrange and Liberty Insurance will pay for one economy class return airfare for one of the Insured Person's relative or friend to be with the Insured person.

8. Return of children travelling with the Insured Person

In the event that the Insured person is hospitalised for more than 5 consecutive days, and the Insured person's medical condition prevent the Insured person from caring for them and no relative is on the spot able to care for them, AAN will arrange and Liberty Insurance shall pay for a economy class transportation for them to go back to Malaysia.

9. Repatriation of Remains

If the Insured person dies while on the trip from a sickness or an accident, AAN or its authorised representative will organise for the return of body or remains to Insured person's usual home in Malaysia. Liberty Insurance shall pay for such cost up to RM28,500.00.

TRAVEL ASSISTANCE SERVICES

10. Visa, Passport and Inoculation Requirements

AAN will provide information concerning Visa, inoculation, passport or immunisation requirements of the foreign countries in which the Insured person will be travelling.

11. Location of Lost Items

AAN will assist the Insured person in the location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.

12. Emergency Message Relay

In case of an emergency, AAN will attempt to establish a national or international message relay to a designated addressee.

13. Arrangement of Flights

AAN will assist with the arrangement of flights for family return if travelling with the Insured person.

14. Legal Referral

Should the Insured person seek legal assistance for an emergency while on a trip, AAN will refer the Insured person to local legal advisors.

15. Referral to Interpreter/ Translator

Should the Insured person need translation assistance for an emergency in the course of the Insured person trip, AAN will refer the Insured person to a local translator.

EXCLUSIONS

The following circumstances are excluded from this Emergency Assistance Programme:

1. Emergency medical evacuation, repatriation or cost not approved in advance and in writing by AAN and/or not arranged by AAN.
2. If the Insured Person is travelling contrary to the advice of a medical practitioner.
3. If the Insured Person is travelling for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.
4. If the Insured Person is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the Insured Person returns to Malaysia or the Usual Country of Residence.
5. The Insured Person's participation in any armed conflicts (whether civil or military), strikes, riots or civil commotion, rebellion, revolution, insurrection or military usurped power including services in military or any armed forces of any country or international authority other than peace time reservist training.
6. Medical conditions caused by nuclear weapons, material, ionising radiations or contamination by radioactivity from any nuclear fuel or nuclear waste.
7. Failure by the Insured Person to take reasonable precautions following warnings of any intended strike, riot or civil commotion via the mass media.
8. Self-inflicted injury, suicide or attempted suicide, mental or psychiatric disorder, drug addiction or abuse, alcohol abuse, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
9. Any expenses arising from childbirth, miscarriage, pregnancy (except abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/ or unborn children).
10. Any expensed arising from racing of any kind (other than racing on foot), sports exhibitions, bungee jumping, mountaineering or rock climbing necessitating the use of guides or ropes, scuba diving, aeronautics or aviation activities other than as a fare paying passenger in a properly licensed commercial or private aircraft and all sports practised as a profession.
11. If the Insured Person is engaged in or taking part in any unlawful or illegal act.
12. Retention, destruction, confiscation by customs or government authorities, breach of government regulations.

13. Any health condition which constitutes one of the reasons to undertake the trip.

14. The cost of burial in Malaysia or the Insured Person's Usual country of Residence.

**ASIA ASSITANCE NETWORK (M) 24 HOURS
EMERGENCY TELEPHONE NUMBER IS 603-7965 3977.**

IMPORTANT NOTICE

Lodging complaints and Grievances

If you have any complaints of unfair market practices by the company, You may call or write to either:-

**a) Customer Complaints Unit/ Unit Aduan Pelanggan
LIBERTY INSURANCE BERHAD**

Ground Floor, Menara Liberty,
1008, Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel No.: 03-2619 9000 (G/L) or 1-300-888-990
Fax No.: 03-2693 0111
E-mail: customercare@libertyinsurance.com.my
Website: www.libertyinsurance.com.my

**b) Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia**

Ground Floor D Block Jalan Dato' Onn
50480 Kuala Lumpur
Tel. No.: 03-2698 8044 (General Line)
Fax No.: 03-2174 1515
Toll Free: 1-300-88-5465
E-mail: bnmtelelink@bnm.gov.my
Website: www.bnm.gov.my

**c) Ombudsman for Financial Services (664393P) /
Ombudsman Perkhidmatan Kewangan
(664393P)**

Level 14, Main Block, Menara Takaful Malaysia,
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel. No.: 03-2272 2811
Fax No.: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my