

MY TRIP PASS – MALAYSIA INBOUND TOURIST PERSONAL ACCIDENT & MEDICAL INSURANCE

WHAT MAKES UP THIS POLICY

This Policy is issued in consideration of the payment of Premium as specified in the Certificate of Insurance or E-certificate and pursuant to the answers given in Your Application (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us.

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

This Policy sets out what You are covered for as shown in the Certificate of Insurance and the circumstances where You are covered and not covered. You may view this document on our website: www.alkhairiinsurance.com

YOUR DUTY TO INFORM US

1. Communication

All communication to Us must be in writing via email at customer@alkhairiinsurance.com

2. Duty of disclosure before this insurance is granted

- i) Where You have applied for this insurance, You have a duty to take reasonable care not to make a misrepresentation in answering the question in the Application (or when You applied for this insurance) i.e. You should have answered fully, accurately and truthfully to the best of Your knowledge. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance. You are also required to disclose any other matter(s) that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- ii) If You do not fully, accurately and truthfully provide this information, the insurance may not be valid, or the Policy may not cover You fully.

3. Duty of disclosure during this insurance

You are required to inform Us immediately if at any time after this contract of insurance by You has been entered into, varied or renewed with Us of any information given in the Application Form (or when You applied for this insurance or other Policies) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any other relevant information that has the propensity to increase the risk including any disease/illness, physical or mental defect or infirmity. We may:

- i) require You to pay an additional Premium for the increased risk; or
- ii) make changes to the terms and conditions of this Policy; or
- iii) leave the Policy terms, conditions and Premium unaltered.

You will only be covered for any increased risk if agreed in writing by Us.

GENERAL DEFINITIONS

Unless indicated or defined otherwise, the definitions with interpretations as set out below will apply to this Policy.

Accident and Accidental mean a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

Benefit means the respective benefit(s), as stated in the Policy, Certificate of Insurance, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Policy in respect of each event or loss covered by this Policy.

Bodily Injury means bodily injury suffered by You during the Period of Insurance resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

Certificate of Insurance or E-certificate means the Certificate of Insurance which is incorporated and forms part of this Policy.

Claimant means the person who is entitled to claim the insurance Benefit, according to the terms and conditions of this Policy.

Common Carrier means any land, inland waterways, sea or air conveyance operated under a license for the transportation of fare paying passengers and which has fixed and established routes only. It does not include taxis, helicopters and limousine services nor does it mean any such carrier if chartered or arranged as part of a tour even if such services are regularly scheduled. Motorcycling as a mode of transport is included for a Trip or journey within Malaysia Only.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Communicable Disease includes the terms Infectious and Contagious disease and means any disease capable of being transmitted from an infected person, animal, species, or organism to another person by any means. Certain communicable diseases can result in an outbreak which can be declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

Critical Medical Condition means a medical condition suffered by the Insured Person as a result of Bodily Injury or Illness, which is determined to be life-threatening at the absolute discretion of Al Khairi Insurance or a Medical Practitioner designated by Us.

A medical report must be obtained from the Medical Practitioner treating the Insured Person confirming the Serious Bodily Injury or Serious Illness.

Each Day of Hospital Confinement is defined as a day when the Hospital makes a charge for room and board to the Insured Person for admission as an in-patient for a minimum period of twenty-four (24) hours on the recommendation of a Medical Practitioner, caused by an Accident.

Effective Date of Insurance means the Effective Date on the Certificate of Insurance, E-Certificate and/or Schedule.

Endorsement means a written alteration or amendment to the information, terms and conditions of this Policy. Endorsement to this Policy must be issued by Us.

Hazardous Adventure, Occupations, Sports and Activities means any sports or activities that require a degree of skill and involves exposure to risk, including but not limited to:

- a) Any speed contest or racing (other than on foot);
- b) Any professional competition or sports;
- c) Racing, motor rallies, horse riding and competitions;
- d) Mountaineering (reasonably requiring the use of ropes and guides), rock climbing, caving, pot-holing, hiking/trekking in remote areas even with licensed guides;
- e) Any activity involving the Insured Person being airborne (whether suspended or not) not limiting to parachuting, ballooning, hand gliding, bungee jumping, sky diving or high diving;
- f) Any underwater activities involving the use of underwater breathing apparatus, water sports, private white water rafting, ocean yachting;
- g) Association or rugby football;
- h) Motorcycling (unless licensed whilst wearing a helmet);
- i) Expeditions; or
- j) Hunting trips.

Hijack means unlawful seizure and control of a Common Carrier from the regular crew by use or threatened use of violent means.

Hospital means a registered institution under supervision of Physicians, established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:

- a) Twenty-four (24) hours nursing services by registered and graduate nurses; and
- b) Diagnostic and major surgery.

A Hospital is not:

- a) Primarily a clinic;
- b) A convalescent, nursing or rest home;
- c) A rehabilitation center for alcoholics or drugs addicts; or
- d) A home for the elderly or infirmed.

Hospital Confinement means an admission of the Insured Person to a Hospital as a registered in-patient for treatment for Accident or Illness upon recommendation of a Medical Practitioner. The Insured Person must be required to physically stay in the Hospital for the duration of Hospital Confinement.

Illness means physical condition marked by a pathological deviation from the normal healthy state as verified by a Medical Practitioner.

Insured Person, You, Your means each person as named in the Certificate of Insurance and/or E-Certificate and/or Schedule.

Loss of Hearing means total, permanent and irreversible loss of hearing as a result of Accident to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose and Throat (ENT) specialist.

Loss of Limb means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or the total and permanent functional disability of an entire hand, arm, foot or leg.

Loss of Sight means total, permanent and irreversible loss of sight as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in one (1) eye or both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

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

Medical Practitioner means a doctor, consultant physician, surgeon, or specialist, who is registered to practice western medicine, who in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice where the treatment is provided. The attending Medical Practitioner cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

Beneficiary(ies) means the person that the Policyholder has nominated to receive the Insurance Benefit payable under this Policy upon Your death. The nomination must be registered with Us.

Period of Insurance means the period during which the coverage under this Policy is effective, as stated in the Certificate of Insurance and/or E-Certificate and/or Schedule.

Personal Data means any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorized third party.

Plan(s) means the coverage indicated in the Schedule:

- a) **Individual Plan** means a plan for the Insured Person named in the Certificate of Insurance and who is aged between two (2) and eighty (80) years,
- b) **Senior Citizen Plan** means a plan for the Insured Person named in the Certificate of Insurance and who is aged between seventy-one (71) and eighty (80) years and qualify for fifty percent (50%) of the published benefits and with payments of additional ten percent (10%) premium above the published rate.

Policy means Your insurance contract which consists of this policy wording, Certificate of Insurance or E-certificate, Schedule and any Endorsement.

Policyholder means the individual which the Policy is issued to provide cover for the Insured Person.

Pre-existing Condition(s) means any physical deformities or an Illness about which the Insured Person is considered to have a reasonable knowledge, based on any of the following occurring before the Effective Date of Insurance:

- a) The Insured Person had received or is receiving treatment;
- b) Medical advice, diagnosis, care or treatment has been recommended;
- c) Clear and distinct symptoms are or were evident; or
- d) The condition would have been apparent to a reasonable person in such circumstances.

Premium means any amount We require You to pay under this Policy.

Scheduled Carrier means scheduled aircraft, train or sea vessel where the aircraft, trains and sea vessels are listed with the relevant authorities which the aircraft, train or sea vessel is registered and holds a certificate, license or similar authorization for scheduled transportation and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times. For all intended purposes, chartered carriers are not to be construed as scheduled carriers.

Serious Bodily Injury or **Serious Illness** whenever applied to the Insured Person, is one which requires treatment by a Medical Practitioner and which results in the Insured person being certified by that Medical Practitioner as unfit to travel or continue with the planned Trip.

Specified Cause means:

- a) The Insured Person dying or becoming ill (excluding illness and/or incidences arising from COVID-19) or sustaining Bodily Injury rendering them unfit to travel in the opinion of a Medical Practitioner;
- b) Jury service, subpoena or kidnapping of the Insured Person;
- c) Cancellation of scheduled Common Carrier services consequent upon strike, riot or civil commotion;
- d) Following the first announcement, advice, warning, restriction and/or declaration issued by any governmental bodies of the Malaysian government, and/or the government of any destination country(ies) including UN, WHO, and/or any other global authorities declaring it unsafe, hazardous, precarious and/or dangerous for any travel to be undertaken until such announcement, advice, warning, restriction and/or declaration fully and/or completely and/or effectively uplifted and/or removed; All or any other and/or subsequent announcement, advice, warning, restriction and/or declaration shall not be considered as a separate and distinct event from the first announcement;

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 of 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 organization(s) or government(s). Act of Terrorism shall also include any act which is verified or recognized by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

Total and Permanent Disability means that You are incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to Accident, with no chances of recovery based on current medical knowledge and technology as a result of You being permanently total paralysis, permanently bedridden.

Trip means:

For 'Per Trip', the duration shall not exceed thirty (30) consecutive days from the arrival in Malaysia date of such Trip.

Trip covers unlimited number of Trips but the duration for each trip shall not exceed thirty (30) cumulative days from the commencement date of such Trip.

We, Us or Our means Al Khairi Insurance Limited and 24 Hours Medical Assistance Service provider appointed by Al Khairi Insurance Limited.

SCHEDULE OF BENEFITS

Coverage/Benefit (per person):		MTP – LITE PLAN	MTP – BASIC PLAN
Durations:		Maximum up to 15 Days	Maximum up to 30 Days
1. Death / Permanent Disablement due to Accident only	2 - 70 years old	Maximum USD 30,000	Maximum USD 50,000
	71 - 80 years old	Maximum USD 15,000	Maximum USD 25,000
2. Hospitalization due to Accident only	2 - 70 years old	Maximum USD 30,000	Maximum USD 50,000
	71 - 80 years old	Maximum USD 15,000	Maximum USD 25,000
3. Outpatient due to Accident and Sickness only	2 - 70 years old	Maximum USD 500	Maximum USD 500
	71 - 80 years old	Maximum USD 250	Maximum USD 250
4. Funeral Expenses due to Accident only	2 - 80 years old	Unlimited	
5. Emergency Medical Evacuation and Repatriation due to Accident only	2 - 80 years old	Unlimited	
Limit per conveyance - USD 250,000			

BENEFITS DESCRIPTION

SECTION 1 – DEATH / PERMANENT DISABLEMENT DUE TO ACCIDENT BENEFIT

1.1. Accidental Death or Permanent Disablement

If, during the Period of Insurance, whilst You are on a planned Trip, You suffer Bodily Injury which results in Death or Permanent Disability set out in the table below and as certified by a qualified medical practitioner, within fifty-two (52) weeks after the date of the Accident, We shall pay a proportion of the relevant Benefit Amount as specified below:

Event	Proportion of Benefit Amount Paid
1. Accidental Death	100%
2. Accidental Permanent Total Disability	100%
3. Total and Permanent Loss of Speech and Hearing	100%
4. Loss of sight in both Eyes	100%
5. Loss of use of two (2) Limbs	100%
6. Loss of use of one (1) Limb	50%
7. Loss of sight in one (1) Eye	50%
8. Total and Permanent Loss of Speech	50%
9. Total and Permanent Loss of Hearing in:	
a) Both ears; or	50%
b) One (1) ear	20%

Conditions applicable to Section 1

The occurrence of any specific loss for which indemnity is payable under Section 1.1(1) to Section 1.1(5) shall at once terminate all cover under this Policy, but such termination shall be without prejudice to any other claim originating from the same Accident causing such loss. The maximum Benefit paid under Section 1 is restricted to 100% of the Benefit Amount as specified in the Schedule of Benefits and any Benefit on Partial Disability is not payable.

SECTION 2 – HOSPITALIZATION DUE TO ACCIDENT BENEFITS

2.1. In-Patient Medical Related Expenses

We will reimburse the expenses for the necessary medical, surgical and/or Hospital treatment expenses (including cost of emergency dental treatment for the alleviation of sudden pain but excluding dentures and crowns) incurred as a direct result of Bodily Injury due to Accident sustained by the Insured Person while on a trip. We will pay up to the limit of the Benefit Amount as specified in the Schedule of Benefits for the following necessary and reasonably incurred expenses within Period of Insurance that gives rise to the claim resulting from Bodily Injury due to Accident during Your Trip.

In the event of Hospital Confinement, any in-patient medical expenses incurred which directly related to the Bodily Injury due to Accident during Your Trip will be based on Pay and Claim basis.

Exclusions applicable to Section 2

We shall not pay for claims in respect of:

1. Experimental, elective or investigative procedures or non-emergency medical check-ups, vaccinations and their complications;
2. Cosmetic or plastic surgery apart from reconstructive surgery required by a covered Accident;
3. Cures (including follow up) of any kind not resulting from an Accident, psychoanalytical treatment, rest cures, physiotherapy and detoxification;
4. Ophthalmological care, eye glasses, contact lenses, eye examinations, refractive surgery, hearing aids, prostheses, dental care, dental treatment, oral surgery and dentures, unless prescribed by a Medical Practitioner for the treatment of Bodily Injury due to Accident;
5. Any congenital condition which includes any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth;
6. Any Communicable Disease declared to be a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO);
7. Treatments for weight reduction or gain;
8. Any investigation and treatment of sleep and snoring disorders and hormone replacement therapy;
9. Any circumcision or expenses incurred for sex change;
10. Any donation of any body organ including costs of acquisition and donation;
11. Any external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses and prescription thereof;
12. Any costs and expenses which are of non-medical nature;
13. Private nursing, rest cures, sanatoria care or detoxification;
14. Any medical expenses incurred without our approval in writing;
15. When You are not fit to travel or are travelling against the advice of a Medical Practitioner or for the purpose of seeking medical attention.

SECTION 3 – OUTPATIENT DUE TO ACCIDENT AND SICKNESS BENEFITS

3.1. Out-Patient Medical Related Expenses

We will provide reimbursement to the Insured Person, on a Pay and Claim basis, for reasonable and customary expenses incurred for medically necessary out-patient treatment arising directly from an Accident or Sickness occurring during the Period of Insurance. Eligible expenses include consultation fees charged by a registered Medical Practitioner; prescribed medicines, diagnostic tests, laboratory examinations, X-rays, minor out-patient procedures, and follow-up visits directly related to the covered condition, subject to policy terms and conditions.

Coverage shall not extend to preventive or routine health checks, vaccinations, treatment of pre-existing conditions, congenital anomalies, or chronic illnesses, nor to any expenses incurred outside the Period of Insurance. All claims must be supported by original receipts, invoices, and relevant medical documentation, and reimbursement by Us shall not exceed the maximum limit specified in the Schedule of Benefits.

Any out-patient medical expenses claim for an amount not exceeding Five Hundred United State Dollars (USD500) for any one Accident/incident will be on Pay and Claim basis.

Exclusions applicable to Section 3

We shall not pay for claims in respect of:

1. Treatment or services are not medically necessary or not prescribed by a registered Medical Practitioner.
2. Preventive, routine health checks, or vaccinations.
3. Treatment for Pre-Existing conditions, congenital anomalies, or chronic illnesses.
4. Expenses arising after the Period of Insurance.
5. Dental treatment unless required due to accidental injury to sound natural teeth.

SECTION 4 – FUNERAL EXPENSES DUE TO ACCIDENT BENEFITS

4.1. Funeral, Burial and Cremation of Mortal Remains

In the event of Death due to Accident during the Trip, We will pay or reimburse the reasonable expenses for Your funeral or burial or cremation in the locality where death occurs, including the reasonable cost of transport of body or ashes to Country of Origin.

SECTION 5 – EMERGENCY MEDICAL EVACUATION AND REPATRIATION DUE TO ACCIDENT BENEFITS

5.1. Emergency Medical Evacuation due to Accident

When the Insured Person suffer Bodily Injury due to Accident while on a trip and if the local attending Physician and/or Medical Practitioner, and Our authorized confirm that and evacuation is essential to preserve life or health, it is judged as medically appropriate and necessary to move the Insured Person who has a critical medical condition to the hospital where appropriate care and facilities are available. Our authorized will arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person’s condition.

The means of evacuation arranged and monitored under appropriate medical supervision by Our authorized may carried out by the most suitable means of transportation, which include air ambulance, surface ambulance, regular air transportation and the final destination will be made by Our authorized and will be based solely on medical necessity.

We will pay the necessary expenses for such evacuation to Our authorized directly. Such expenses shall include expenses incurred for the Insured Person’s transportation, medical services and medical supplies necessarily incurred as a result of the emergency medical evacuation.

We reserve the right to decide the place to which Insured Person shall be transported and also shall determine and bear reasonable and customary transportation cost for one other person accompanying the Insured Person for the said emergency transportation which shall be deemed necessary by Us.

In the event of such an emergency, the 24-Hours Travel and Medical Assistance Helpline must be contacted immediately to approve emergency transportation. In dire emergencies in remote or primitive areas, where the 24-Hours Travel and Medical Assistance Helpline cannot be contacted in advance, the emergency transportation must be reported as soon as possible.

5.2. Repatriation due to Accident

After the consultation with the local attending Medical Practitioner and Physician duly authorized by Us, if it is medically necessary for the Insured Person to be repatriated to Origin country to continue treatment or rehabilitation following stabilization of the Insured Person, Physician authorized by Us will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by Physician authorized by Us, and will be based solely upon medical necessity and all assessed facts and circumstances of which Physician authorized by Us is aware at the relevant time. Transportation may be arranged by air ambulance (with medical escort if required) or on a commercial flight with stretcher support as medically required.

We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost of one qualified medical attendant accompanying the Insured Person (if required) by Physician authorized by Us directly. We retain the right to decide whether emergency medical repatriation is required or not.

5.3. Repatriation of Mortal Remains due to Accident

In the event of death due to Accident of the Insured Person while on a Trip, Our authorized will make the necessary arrangement for transporting the Insured Person’s mortal remains or ashes back to Origin Country.

We will also pay the reasonable expenses for burial or cremation incurred in Malaysia to Our authorized directly in the event the Insured Person’s mortal remains or ashes is not repatriated back to Origin Country.

All arrangements under this Section must be approved and arranged through Our authorized unless the arrangements through Our authorized were not possible in the circumstances due to reasons beyond the Insured Person’s control and deemed reasonable by Us.

CLAUSES

DISAPPEARANCE CLAUSE

If You are travelling and the means of transportation disappears, sinks, crashes, or is wrecked and You have not been found within one (1) year from disappearance, sinking, crash or wreckage, We shall presume that You have died as a result of Bodily Injury due to Accident and shall pay the Benefit accordingly. If at any time after payment of the Benefit has been made by Us, You are found to be alive, such payment shall be immediately refunded to Us.

AGGREGATE LIMIT OF LIABILITY CLAUSE

The Aggregate Limit of Liability to be borne by Us shall be Two Hundred and Fifty Thousand United State Dollars (USD 250,000) per Policy. We shall not be liable for any amount in excess of the stated Aggregate Limit of Liability.

If the Aggregate amount of all Benefits payable under this Policy exceeds the Aggregate Limit, the Benefit payable to each Insured Person shall be proportionally reduced until the total of all Benefits does not exceed the Aggregate Limit of Liability.

GENERAL EXTENSION

HIJACKING CLAUSE

This Policy is extended to cover the Insured Person against death or disablement resulting directly from hijacking of any public conveyance in which the Insured Person is lawfully travelling as a fare-paying passenger. Coverage shall be subject to the terms, conditions, and exclusions of the Policy.

DROWNING CLAUSE

This Policy is extended to include death or disablement of the Insured Person caused by drowning, provided such event is Accidental and not arising from self-inflicted injury, suicide, or any excluded activity under the Policy.

STRIKE, RIOT, AND CIVIL COMMOTION CLAUSE (SRCC)

This Policy is extended to cover death or disablement of the Insured Person directly caused by strike, riot, or civil commotion, provided the Insured Person is not directly participating in such activities. This extension shall not apply to loss or damage resulting from war, rebellion, revolution, or military/terrorist activities.

MOTORCYCLING CLAUSE

This Policy is extended to cover the Insured Person whilst riding a motorcycle, whether as a rider or pillion passenger, provided that the Insured Person holds a valid driving license (if riding) and the motorcycle is duly licensed for road use. Coverage excludes racing, speed testing, stunts, or use of motorcycles for courier, delivery, or commercial purposes unless otherwise agreed.

AMATEUR SPORTS CLAUSE

This Policy is extended to cover the Insured Person whilst participating in amateur sports and recreational activities on a non-professional and non-competitive basis. Exclusions include hazardous sports or activities such as professional racing, mountaineering with ropes, scuba diving with artificial breathing apparatus, skydiving, bungee jumping, or similar extreme activities unless specifically endorsed.

MURDER AND ASSAULT CLAUSE

This Policy is extended to include death or disablement of the Insured Person arising directly from murder or assault, provided such incident was not provoked by the Insured Person or resulting from participation in unlawful acts.

TERRORISM EXTENSION CLAUSE

This Policy is extended to cover Insured Person in respect of Accidental Death or Bodily Injury which may be sustained through Act of Terrorism, confirming that Insured Person are a victim and not participating of such act.

LOSS NOTIFICATION CLAUSE (30 DAYS)

It is a condition precedent to liability under this Policy that written notice of loss, injury, or claim must be given to the Company within thirty (30) days from the date of the occurrence, or as soon as reasonably practicable thereafter, together with all relevant supporting documents. Failure to give notice within this period may prejudice the Insured Person's claim, unless it is proven that notice could not reasonably have been given within the stipulated time.

GENERAL CONDITIONS

1. A duty to comply with the Conditions

We will only be liable to make any payment under this Policy if You have at all times complied with the terms, provisions and conditions of this Policy. You must provide complete and accurate information in the application.

2. Reasonable Care

You should act in a prudent manner to prevent loss, Bodily Injury due to Accident or Sickness and exercise reasonable care at all times.

3. Eligible Person

This policy applies to Foreigners or Tourists travelling to Malaysia Only with applicable age limits starting from two (2) years old up to eighty (80) years old only based on the next birthday year. The policy does not cover or apply to Foreigners or Tourists holding a Visa With Reference (VDR) for employment, study, or medical treatment purposes, including holders of medical eVisa.

4. Coverage Duration

Maximum coverage duration is within fifteen (15) or thirty (30) days based on selected plan and must commence before entering Malaysia, valid for one trip during and within Malaysia Only. Additional coverage may be purchased for any extend of stay beyond fifteen (15) or thirty (30) days together with initial purchase or before Your departure to Malaysia.

5. Payment of Premium – Cash Before Cover

You must pay the full premium and received by Al Khairi Insurance Limited before coverage commences. The policy is automatically null and void if this condition is not complied with.

6. Pay & Claim

All medical expenses incurred under the Hospitalization Due to Accident and Outpatient Due to Accident and Sickness benefits shall be payable on a Pay and Claim basis. You shall first bear and settle all medical and related expenses directly with the hospital, clinic, or medical practitioner. We will reimburse the eligible and reasonable expenses incurred, upon submission of complete and satisfactory supporting documents and receipts as proof of such payment based on limits stated in Your Policy.

7. Fraud

If any claim is fraudulent in nature and/or made through any fraudulent means and/or any device, including inflated and/or exaggerated claim, We have the right to forfeit any payment of benefits scheduled in the Policy and terminate the insurance contract forthwith and shall retain all payment of Contributions in respect of Policy. In cases where We have made payment of benefits on account that the claims made were valid but subsequently discovered to be fraudulently made, We will employ all necessary measures to seek recovery of any such payment together with interest and cost including all legal expenses incurred in respect thereof.

8. Claims Notification, Procedure and Settlement

- a) Written notice of any event likely to give rise to a claim must be submitted to Us by email to customer@alkhairiinsurance.com as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
- b) You may be required, at Our expense to undergo further medical examination.
- c) We will only pay the Benefits if medical report, medical certificate, police report, original invoices/quotations and receipts (for all reimbursement benefit) and other evidence which We may require are provided on request at Your expenses.
- d) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.
- e) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
 - i) Your identity; or
 - ii) The circumstance of the loss.
- f) In the event of death, We shall be entitled to have a full post-mortem report at Your next of kin's expenses.
- g) We will pay the Benefits due under this Policy to You or in the event of Your death, to Your beneficiary(ies) or legal executor or administrator.

9. Termination of Policy

a) Termination by You

If You give official notice in writing to Us by email to customer@alkhairiinsurance.com to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later or in any circumstances before effective date. You will receive a 90% refund of contribution provided that no claim is made under Your policy and 10% will be deducted as admin fees. However, no termination refund is allowed on or after the effective date of Your policy.

b) Automatic Termination

The policy covering any Insured person shall terminate on the earliest happening of the following event:

- i) On the date of expiry of the policy coverage
- ii) On the date of departure from Malaysia determined as the termination of the coverage
- iii) On the death of the insured person or the confirmation of the insured person being permanently disabled whichever is earlier
- iv) On the maximum utilization of benefits accorded to each plan applicable

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by email to You at Your last known email address. We also may terminate the policy, and no refund will be provided, if you or your agents or your representative:

- i) provide false information needed for this insurance, or,
- ii) any fraud or misrepresentation of information provided.

d) Non-Payment of Premium

If the Premium charged to Your account is not paid, this Policy shall be deemed to be void from inception.

e) Premium Position Upon Termination

Per Trip: If the effective date of termination is prior to the commencement of the Trip, You would be entitled to 90% refund of Premium. If the effective date of termination is after the commencement of the Trip, no refund of Premium would be allowed.

Refund of Premium will be subject to the fact that no claim has been made during the Period of Insurance.

f) Effective Time of Termination

This Policy shall terminate at 12:01am Malaysian Time on the relevant date specified in the occurrence date of any events specified herein, Schedule or Endorsement.

10. Other Insurance/Takaful

No person shall be covered under more than one My Trip Pass Policy/Certificate issued by Al Khairi Insurance Limited or for the same journey. In the event You are covered under more than one (1) such policy/certificate, We shall consider that person to be covered under the policy/certificate which provides the greatest amount of Benefit. If at the time of any loss, arising under the policy there is any other insurance/takaful covering the same loss, We shall pay only Our ratable proportion.

11. Currency

All payments under this Policy shall be made in the legal currency of United State Dollar (USD).

12. Applicable Law

This Policy shall be governed by and interpreted in accordance with the Laws of Malaysia.

13. Arbitration Clause

Any dispute, controversy or claim arising out of or relating to this Policy shall be referred to the decision of an Arbitrator. The Arbitrator shall be appointed in writing by the parties in different, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties. Appointment shall be within one calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit 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. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

14. Legal Actions

No action shall be taken to recover this Policy before the expiration of thirty (30) days after written Proof of Loss has been furnished in accordance with the requirements of this Policy.

15. Alteration and Changes

We reserve the right to amend the terms and provisions of this Policy (provided it is necessary, reasonable and justifiable) by giving thirty (30) days prior notice in writing by electronic mail in Our records. No alteration to this Policy shall be valid unless authorized by Us and such approval is endorsed thereon.

16. Notice of Trust or Assignment

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other, dealing with or relating to this Policy.

17. Right to Terminate due to Anti-Money Laundering and Counter Financing of Terrorism

If We discover, or have justified suspicion, that this Policy is exploited for money laundering activities or to finance Terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all Premiums paid and all Benefits or sums payable in respect of this Policy in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

18. Subrogation

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies, and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

19. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Policy if there are changes in taxation, regulations or legislation that affect this Policy. We shall notify You in writing when the terms in this Policy need to be changed.

20. Data Protection Obligations and Rights

We shall be able to process Personal Data according to Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Al Khairi Insurance Limited;
- b) Other entities within the Al Khairi Group;
- c) Our authorized agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other insurance companies or takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Labuan Financial Services & Security Act (LFSSA) and Labuan International Insurance Association (LIIA);
- f) Our merchants and strategic partners;
- g) Any parties authorized by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorized by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time-to-time request that You provide other Personal Data required for the purposes of this Policy.

Prior to providing Us with the Personal Data of an Insured Person, or another individual, You must inform that individual of Our privacy notice. For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please contact Al Khairi Insurance Limited Hotline at +603 7859 7000, or refer to Our website at www.alkhairiinsurance.com.

GENERAL EXCLUSIONS

We shall not pay under any Section of this Policy for any Benefit, loss, expense or liability directly or indirectly, caused by, a consequence of, arising in connection with or is contributed to by:

1. Any Pre-existing illness Condition(s) of the Insured Person;
2. Dialysis treatment or all forms of treatment related to kidney dialysis, including complications arising from chronic kidney failure or end-stage renal disease;
3. Any form of major or elective surgery such as (but not limited to) organ transplants (e.g., heart, liver, kidney), joint replacement, or cosmetic and plastic surgeries, except where medically necessary due to an accident covered under the policy;
4. All costs related to cancer treatment, including but not limited to chemotherapy, radiotherapy, targeted therapy, and palliative care;
5. Dental or orthodontic treatment, fillings, extractions, and prosthetics, unless required as a direct result of an accidental injury;
6. Self-inflicted injuries or suicide or attempted suicide, while sane or insane;
7. Pregnancy, childbirth including surgical delivery, abortion, miscarriage and all related complication except miscarriage due to Bodily Injury as a direct result of an Accident;
8. The effect or influence (temporary or otherwise) consumption of alcohol, non-prescribed or illegal drugs or narcotics;
9. Any condition, which is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV), including Acquired Immune Deficiency Syndrome (AIDS), and any opportunistic infections and/or malignant neoplasm (tumor) found in the presence of HIV;
10. Provoked murder or assault;
11. Psychiatric, mental disorder illness or nervous medical conditions, including but not limited to, any neuroses and their physiological or psychosomatic manifestations;
12. Sexually transmitted diseases or disorders, and conditions arising from these diseases or disorders;
13. Any consequential loss, economic or otherwise, loss of enjoyment or other loss not mentioned in this Policy, whether financial or non-financial, including but not limited to any legal or other professional costs and/or travel expenses arising directly or indirectly out of any claim made by You under this Policy;
14. Any injury or illness sustained while performing manual labor in connection with trade, employment, or profession, including work in construction, mining, or similar high-risk occupations;
15. You engaging in law enforcement, emergency services, civil defense, naval, military or air force service, or operation or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities like diving, oil-rigging, mining or aerial photography or handling of explosive or loss of or damage to hired or leased equipment;
16. Injuries or death sustained while travelling in vehicles that are not licensed for passenger carriage, or when not travelling as a fare-paying passenger in recognized public transport;
17. You participating in any activities in contravention of any existing laws irrespective of the degree of Your culpability and/or state of mind prevailing at the time of commission of the offence including any wrongful acts which may constitute as a commission of an offence under any existing laws for which you are and/or may be liable to be summoned, charged, prosecuted and/or reprimanded by the authorities;
18. Injuries, illnesses, or losses resulting from compliance with government regulations, quarantine orders, or actions taken by authorities;
19. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property under the order of any government or public or local authority;
20. Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel, nuclear weapons or from any nuclear waste from the combustion of nuclear fuel;

21. Injuries sustained while participating in hazardous activities such as skydiving, scuba diving, mountaineering, bungee jumping, motor racing, or similar extreme sports unless specifically endorsed;
22. For any travel related cost which becomes un-claimable in the event of an Airline, Local/Foreign travel agent or any other travel intermediaries, hotels/stay services provider(s) or other related Third Parties Travel service provider becoming bankrupt/ruined or insolvent;
23. This Policy does not cover any loss, injury, or liability arising while the Insured Person is travelling in a non-public or unlicensed passenger-carrying vehicle, except when travelling as a fare-paying passenger in licensed public transportation such as a commercial airline, bus, train, taxi, or ferry operating under a valid permit or license issued by the relevant authorities.
24. Any contagious disease or Any Communicable Disease such as COVID 19 or other related illnesses declared to be a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO) or the fear or threat (whether actual or perceived) of a Communicable Disease. This will apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s) and will continue to apply until the World Health Organization (WHO) cancels or withdraws any relevant Public Health Emergency of International Concern (PHEIC); and
25. Riding or driving without a valid driving license. This will not apply to Insured Person with an expired license but are not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws.
26. This Policy shall not apply to any person entering or travelling to Malaysia under a Visa With Reference (VDR) issued for employment, study, or medical treatment purposes, including any holder of a Medical eVisa.

POLICY INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:

AL KHAIRI INSURANCE LIMITED,
C-42-G, Star Avenue Commercial Center,
Jalan Zuhal U5/179, Seksyen U5,
Bandar Pinggiran Subang, 40150,
Shah Alam, Selangor, Malaysia. (Co-Located Office)

C/O Brighton Place, Lot U0213-U0215,
Jalan Bahasa, 87000, Labuan FT, Malaysia

Telephone Number: +603 7859 7000
Email: customer@allkhairiinsurance.com
Homepage: www.allkhairiinsurance.com

3. In the event of claims under this policy please contact us via email address or you may submit claims or enquiries at the homepage address above.