

## TUNE PROTECT MALAYSIA

Tune Insurance Malaysia Berhad  
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STAMP DUTY PAID

## COVID TRAVEL PASS

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

### Summary of Benefits

Benefits		Limit of Benefit
<b>1. Personal Accident Benefit</b>		
	Personal Accident - Accidental Death or Permanent Disablement	Up to RM100,000 (Aged 30 days to 70 years old)  Up to RM50,000 (Above 70 years old)
<b>2. Travel Inconvenience Benefits</b>		
2 (a)	Trip Cancellation - Reimbursement for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for Air Ticket, accommodation, local tour packages and admission tickets if You are not able to take the Scheduled Flight due to insured events	Up to RM5,000
2 (b)	Trip Curtailment - Reimbursement for unused & non-refundable portion of Air Ticket and accommodation or reimbursement for additional cost of Air Ticket if you need to return to origin country due to insured events.	Up to RM2,000 (flight + hotel cost)
2 (c)	Flight Delay on Arrival - For every 6 consecutive hours delayed from original arrival time of Scheduled Flight	Up to RM1,000 (RM200 per 6 consecutive hours delay period)
2 (d)	Loss or Damage to Checked-In Baggage - Cover loss or damage to Your Checked-In Baggage and/or baby stroller	Up to RM1,200 (RM200 for each damaged Checked-In Baggage and/or RM400 for each one lost Checked-In Baggage)
2 (e)	Baggage Delay on Arrival - For every 6 consecutive hours delay from arrival time of Scheduled Flight to time You receive Your baggage	Up to RM400 (RM200 per 6 consecutive hours of delay period)
<b>3. Medical Expenses Benefit</b>		
3 (a)	(i) Inpatient Medical Expenses due to Accident and/or Sickness occurring within Malaysia (Outpatient treatment and/or dental treatment as a result of Accident to natural teeth up to RM1,000 subject to RM200 per visit)  (ii) Inpatient Medical Expenses due to COVID-19 Stage 3 to Stage 5 as a result You are being tested positive for COVID-19 during the Trip occurring within Malaysia	Up to RM100,000 (Aged 30 days to 70 years old)  Up to RM50,000 (Above 70 years old)  Up to RM350,000



	<b>Combined Limit of Benefit for 3 (a) (i) and 3 (a) (ii)</b>	<b>Up to RM350,000</b>
3 (b)	COVID-19 Diagnosis Quarantine Allowance	RM150 per day up to RM2,100
<b>4. Ground Inconvenience Benefits (Due to Snatch Theft only)</b>		
4 (a)	(i) Loss of Travel Documents (ii) Loss of Personal Money (iii) Loss of Personal Effects <i>*Ground Inconvenience Benefit coverage due to Snatch Theft occurrence in the course of the Trip is limited only to one of the items (i, ii, or iii) during the period of ground cover.</i>	Up to RM 1,000
<b>5. Emergency Medical Evacuation and Repatriation Due to Accident</b>		
5 (a)	Emergency Medical Evacuation (due to Accident) - Emergency transportation and medical care to the nearest medical facility	RM100,000
5 (b)	Emergency Medical Repatriation (due to Accident) - In the event that You are hospitalized due to Accident and are medically necessary to be repatriated to the nearest Hospital in Your origin country to continue treatment, We will pay for reasonable transportation cost of one qualified medical attendant.	RM100,000
5 (c)	Mortal Remains Repatriation (due to Accident) - Pays for the cost of repatriation of mortal remains to Your origin country	RM100,000
<b>6. 24-hour Travel Assistance Services</b>		Included

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Other Limitations:

- a) Ground cover for the Trip is limited to that within the legal boundaries of Malaysia only. If You travel beyond the boundary of Malaysia, cover will exclude the geographical limits beyond the boundary of Malaysia.
- b) If You depart on any Scheduled Flight, to travel outside Malaysia, this insurance cover will suspend upon Your check-in for that out-bound flight to exit Malaysia. Cover will however resume upon Your check-in to the Immigration of Malaysia, provided that the period is still within Your Period of Insurance.
- c) If You depart on any other mode of transportation other than Scheduled Flight, to travel outside Malaysia, this insurance cover will suspend upon Your check-out from the immigration of Malaysia. Cover will however resume upon Your check-in to the immigration of Malaysia, provided that the period is still within Your Period of Insurance.
- d) Ground Inconvenience Benefits coverage during the period of ground cover in the course of the Trip is limited to Malaysia.

## OPERATION OF INSURANCE

- a) Coverage under Section 2 (a) – Trip Cancellation is effective upon the issuance of the Certificate of Insurance and terminates on Your original scheduled departure date or the commencement of Your Trip or the commencement date as specified in the Certificate of Insurance whichever comes first.
- b) For all other Sections, coverage provided under the Policy is for the Period of Insurance as defined under the Policy.



## COVID TRAVEL PASS

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

### Definitions

“Accident”	refers to an event causing Bodily Injury occurring entirely beyond control and caused by violent, external and visible means.
“Air Ticket” (also known as seats purchased under AirAsia’s e-ticketing system)	refers to any air ticket(s) issued in Your name by AirAsia for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase)
“Asia Assistance”	refers to the emergency assistance company appointed by Us.
“Bodily Injury”	refers to injury suffered by You anywhere in Malaysia caused solely and directly by an Accident, excluding any Sickness, disease or medical disorder.
“Certificate of Insurance”	refers to the confirmation of Tune Protect Travel - Covid Travel Pass, which is electronically generated upon completing Your purchase.
“Checked-In Baggage”	refers to baggage that is checked-in with AirAsia and accompanied by AirAsia baggage tag.
“Civil War”	refers to armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. This definition includes armed rebellion, revolution, sedition, insurrection, coup d’etat, and the consequences of martial law.

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

"Immediate Family Member"	refers to Your: (i) legal spouse; (ii) legal, step or adoptive and/or biological children; (iii) children-in-law; (iv) siblings; (v) siblings-in-law; (vi) parents; (vii) parents-in-law; (viii) grandparents; (ix) grandparents-in-law; (x) grandchildren
"Insured AirAsia Guest, Insured Person, You, Your"	refers to the covered guest aged 30 days and above who has been issued with a Certificate of Insurance, who has purchased and paid for the insurance cover simultaneously with the purchase of an AirAsia Air Ticket.
"One Way Plan"	refers to insurance coverage for Insured AirAsia Guest(s) who had purchased one way flight.
"Pandemic"	refers to an outbreak of infectious disease, which meets the following criteria set by World Health Organization (WHO), that spreads across a large region or worldwide. (i) Emergence of a disease new to a population. (ii) Agents infect humans, causing serious illness. (iii) Agents spread easily and sustainably among humans.
"Physician or Medical Practitioner"	refers to a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such

	definition will exclude chiropractors and physiotherapists. The consulting Physician cannot be You, Your spouse, a person booked to accompany You on the Trip, or Your Immediate Family Member.
"Physiotherapy"	Means treatment to restore, maintain, and make the most of a patient's mobility, function, and well-being which helps through physical rehabilitation, injury prevention, and health and fitness and get You involved in Your own recovery.
"Pre-Existing Condition"	refers to disabilities that existed prior to the purchase of the Air Ticket(s) where the condition is one of the followings: (a) received or is receiving treatment; (b) medical advice, diagnosis, care or treatment has been recommended; (c) clear and distinct symptoms are or were evident; or (d) its existence would have been apparent to a reasonable person in the circumstances.
"Professional Sport(s)"	refers to any sports engagement by You, where You could earn income or remuneration by participation.
"Public Transportation"	refers to rail, bus, coach, taxi or ferry services used by You to board the Scheduled Flight.
"Reasonable and Customary Charges"	refers to expenses charged for medical/Hospital treatment, supplies or services medically necessary to treat Your condition; it should not exceed the usual level of incurred charges for similar local treatment, supplies or medical services in the accepted medical standard and practice.

"Return Plan"	refers to insurance coverage for Insured AirAsia Guest(s) who had purchased return flight up to maximum duration of 60 days.
"Sickness / Illness"	refers to any noticeable change in Your physical health that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the Illness is not excluded from this present Policy.
"Scheduled Flight"	refers to commercial flights scheduled by AirAsia.
"Snatch Theft"	refers to a criminal act of forcefully stealing by employing rob-and-run tactics by unknown person.
"Time"	Any reference to a time or a date in the Policy context or in the context of a coverage period refers to Malaysian time.
"Therapeutic services"	The therapeutic services includes occupations focused primarily on changing the health status of patients over time through direct care, treatment, counselling, or health education information.
"Trip"	refers to the period between the Commencement of Cover and Expiry of Cover.
"COVID-19"	Refers to an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
"Clinical Stages of COVID-19"	<p><b>Stage 1</b> – Asymptomatic - Only RT-PCR test positive</p> <p><b>Stage 2</b> – Symptomatic, No pneumonia - Upper respiratory tract (URT) symptoms (e.g., pharyngeal congestion, sore throat, cough or fever) for a period less than 7 days</p>

	<p><b>Stage 3</b> - Symptomatic, pneumonia:</p> <ul style="list-style-type: none"> <li>• URT symptoms with others like vomiting, diarrhea, abdominal pain, myalgia, loss of smell/taste.</li> <li>• Signs of increase work of breathing and increase respiratory rate, but no hypoxemia (i.e. NO oxygen requirement).</li> </ul> <p><b>Stage 4</b> - Symptomatic, Pneumonia, requiring supplemental oxygen:-</p> <ul style="list-style-type: none"> <li>• Tachypnoea* with hypoxemia (SpO<sub>2</sub>&lt;94% on room air).</li> <li>• CNS effect: Lethargy, decreased level of consciousness, seizure.</li> <li>• GI effects: Dehydration, difficulty feeding, raised liver enzymes.</li> <li>• Myocardial effect: Raised Creatinine Kinase, Troponin.</li> </ul> <p><b>Stage 5</b> - Critically Ill with multiorgan involvement - Rapid disease progression with:</p> <ul style="list-style-type: none"> <li>• Respiratory failure requiring mechanical ventilation (acute respiratory distress syndrome (ARDS),</li> <li>• Persistent hypoxemia</li> <li>• Septic shock</li> <li>• Organ failure requiring invasive monitoring and mechanical ventilation (myocardial injury/heart failure; liver injury/ coagulation dysfunction; kidney injury).</li> </ul>
"Polymerase Chain Reaction (PCR) Test"	Test for COVID-19 and is a molecular test that analyzes Your upper respiratory specimen, looking for genetic material (ribonucleic acid or RNA) of SARS-CoV-2, the virus that causes COVID-19. A positive test means You likely have COVID-19. A negative test means You probably did not have COVID-19 at the time of the test.
"Antigen Rapid Test Kit (RTK-Ag)"	Shall refer to test for COVID-19 and is a rapid diagnostic test that analyzes Your upper respiratory specimen, looking for specific protein from the virus that directly detects the presence or absence of an antigen of SARS-CoV-2, the virus that causes COVID-19. A positive test means You likely have COVID-19. A negative test means You probably did not have COVID-19 at the time of the test.

"Serious Injury or Serious Sickness"	mean Bodily Injury or Sickness which requires hospitalization, and which results in the Insured Person being certified by the Medical Practitioner as being dangerous to life and unfit to travel or continue with the Trip,
"Permanent Total Disablement"	means Bodily Injury which, having lasted for a continuous period of 180 days from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.

### Period of Insurance (One Way Plan)

"Commencement of Cover"	<p>The cover commences:</p> <p>(a) upon checking in at point of immigration and have obtained immigration clearance to enter Malaysia.</p> <p><b>OR</b></p> <p>(b) the commencement date as specified in the Certificate of Insurance;</p> <p><b>Whichever is later</b></p>
"Expiry of Cover"	<p>The cover ends:</p> <p>(a) upon expiry of 3 days from the First Arrival Date,</p> <p><b>OR</b></p> <p>(b) upon checking in at point of immigration and have obtained immigration clearance to exit Malaysia;</p> <p><b>whichever comes first</b></p>

### Period of Insurance (Return Plan)

"Commencement of Cover"	<p>The cover commences:</p> <p>(a) upon checking in at point of immigration and have obtained immigration clearance to enter Malaysia.</p> <p><b>OR</b></p> <p>(b) the commencement date as specified in the Certificate of Insurance;</p> <p><b>Whichever is later</b></p>
"Expiry of Cover"	<p>The cover ends:</p> <p>(a) upon checking in at point of immigration and have obtained immigration clearance to exit Malaysia;</p> <p><b>OR</b></p> <p>(b) The expiry date as specified in the Certificate of Insurance;</p> <p><b>whichever comes first</b></p>



## Benefits

### SECTION 1 - PERSONAL ACCIDENT BENEFITS

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

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

Provided that:

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

### Exposure and Disappearance Extension

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

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

### SECTION 2 - TRAVEL INCONVENIENCE BENEFITS

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

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

We will reimburse You up to the limit as specified in the Summary of Benefits, for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for the Trip only in the event of necessary and unavoidable cancellation of all or one of the following:

- (i) Air Ticket
- (ii) hotel/accommodation expense
- (iii) local tour package
- (iv) admission tickets

arising from causes beyond Your control occurring after this Certificate of Insurance has been effected which is as a result of:

- (1) a disability resulting in:
  - i) death;
  - ii) Permanent Total Disablement; or
  - iii) an admission as an in-patient in a Hospital where such admission is medically necessary;
- occurring to You, Your Immediate Family Members or travel companion within 14 days prior to Your original scheduled departure date of Your Trip as stated in the Certificate of Insurance.
- (2) a fire or natural disaster resulting in damage to Your usual place of residence in Your origin country;
- (3) any event excluding strike which:
  - i) leads to widespread violence;
  - ii) is not due to reasons for purposes of asserting sovereign rights and/or operating on behalf of a sovereign state;
  - iii) put Your life in danger; and
  - iv) following the advise and/or warning of the Malaysian government declaring unsafe conditions for travel through or by general mass media;
- (4) natural disasters including but not limited to volcanic eruption, flood, earthquake, landslides, tsunami, hurricane, windstorm/hail or wildfire occurring at schedule destination in Malaysia.

For the purposes of item (1) to (4), the insured event must occur within 14 days prior to the original scheduled time prior to Your original scheduled



departure date of Your Trip as stated in the Certificate of Insurance. Please note that in relation to item (3) and (4), such claims should be made against relevant parties prior to Us making any payment under this benefit. Such claims must be submitted with proof of compensation received from these relevant parties or if such compensation is denied, proof of such denial.

We will reimburse the reasonable and necessary travel and accommodation expenses which have been paid in advance and/or not recoverable from any relevant parties up to the amount specified in Section 2 (a) of the Summary of Benefits.

Coverage under this section is effective only if coverage is incepted before You become aware of any circumstances which could lead to the cancellation of the Trip.

#### **Special Exclusions applicable to Section 2 (a) – Trip Cancellation**

1. We shall not be liable for any loss resulting directly or indirectly (in whole or in part) from:
  - i. criminal acts committed by You;
  - ii. war, riot, popular movements, terrorist acts;
  - iii. any Pre-Existing Condition;
  - iv. any effect of a source of radioactivity;
  - v. pollution;
  - vi. Epidemics;
  - vii. Pandemic;
  - viii. bankruptcy;
  - ix. climatic events such as lack of snow, etc.;
  - x. for any loss which is compensated by the AirAsia or other sources.
2. any travel insurance purchased within **14 days** from the First Scheduled Departure Time as stated in Your ticket or travel itinerary.

#### **Section 2 (b) – Trip Curtailment**

We shall reimburse You up to the maximum limit as specified for Trip Curtailment in the Summary of Benefits for:

- (i) Any unused and non-refundable portion of the Air Ticket and accommodation if You have to curtail Your Trip to return directly to origin country due to insured events;  
OR
- (ii) Any incurred additional cost of Air Ticket if you need to return directly to origin country due to the insured events.

The insured events include:

- (a) Your hospitalization due to Serious Injury or Serious Sickness;
- (b) Death of Your Immediate Family Member;
- (c) Hospitalization of Your Immediate Family

Member which requires Your presence.

Coverage under this section is effective only if coverage is incepted before You become aware of any circumstances which could lead to the disruption of the Trip.

#### **Special Exclusions applicable to Section 2 (b) – Trip Curtailment**

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

- (i) criminal acts committed by You;
- (ii) war, riot, popular movements, terrorist acts;
- (iii) any Pre-Existing Conditions;
- (iv) any effect of a source of radioactivity;
- (v) pollution;
- (vi) Epidemics;
- (vii) Pandemic;
- (viii) natural catastrophes;
- (ix) climatic events such as lack of snow, etc.
- (x) for any loss which is compensated by AirAsia or other sources.

#### **Section 2 (c) – Flight Delay on Arrival**

In the event Your Scheduled Flight is delayed for at least 6 consecutive hours from the original scheduled arrival time specified in the itinerary supplied to You, We will pay You RM200 (Ringgit Malaysia Two Hundred) only for the first 6 consecutive hours of delay, followed by further sum of RM200 (Ringgit Malaysia Two Hundred) only for every 6 consecutive hours of delay thereafter up to the maximum limit as specified in the Summary of Benefits.

The delay shall be calculated from the original scheduled arrival time of the Scheduled Flight until the actual arrival time of the first available alternative flight offered by AirAsia.

#### **Special Exclusions applicable to Section 2 (c) – Flight Delay on Arrival**

We shall not be liable for any loss arising from:

- (a) Your failure to check in according to the itinerary supplied to You.
- (b) Your failure to board the next available flight offered by AirAsia.
- (c) Your failure to obtain written confirmation from AirAsia of the number of hours delayed and the reason for such delay
- (d) airport closure, airport curfew, strike, air traffic flow management restrictions or industrial action of companies/carrier involving other than AirAsia and already in existence on the date of the Scheduled Flight.
- (e) Your late arrival at departure airport (except for late arrival caused by a strike or an industrial





- action).
- (f) any rescheduling or delay which You have been made aware of 24-hour prior to the First Scheduled Departure Time in the travel itinerary.
  - (g) any travel insurance purchased within **4 hours** from the First Scheduled Departure Time as stated in Your ticket or travel itinerary.

### **Section 2 (d) – Loss or Damage to Checked-in Baggage**

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

- (i) a theft or damage due to a theft or any attempted theft during Trip;
- (ii) loss or damage to Your Checked-In Baggage and / or baby stroller caused by AirAsia.

Provided that these items must be carried by You during Your Trip.

- (a) We shall not be liable for any loss or damage resulting from:
  - (1) breakage of brittle or fragile articles
  - (2) confiscation or expropriation by order of any government or public authority
  - (3) criminal acts
  - (4) gradual deterioration or wear and tear
  - (5) insects or vermin
  - (6) inherent vice or damage
  - (7) mysterious disappearance
  - (8) transportation of contraband or illegal trade
  - (9) seizure whether for destruction under quarantine or custom regulation or not
- (b) We shall not be liable for any loss of or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Insurance, be insured by any other insurance policy or policies otherwise reimbursed/replaced by AirAsia.

### **Section 2 (e) – Baggage Delay on Arrival**

We will pay You RM200 (Ringgit Malaysia Two Hundred) only for every 6 consecutive hours delay whereby Your Checked-In Baggage and / or baby stroller is delayed, misdirected or temporarily misplaced by AirAsia from the time of Your arrival at the scheduled destination until the time You received Your baggage. The maximum amount payable is up to the limit stated in the Summary of Benefits.

The delay shall be calculated from the original scheduled arrival time of the Scheduled Flight until

actual receive date and time of the baggage by You. A letter from AirAsia or its handling agents confirming the actual date and time of baggage delivery shall suffice as proof for purposes of claim for this benefit.

### **Special Exclusions applicable to Section 2 (e) – Baggage Delay on Arrival**

We will not pay for claims in respect of:

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

**This Policy shall not pay for 2 (d) Loss or Damage to Checked-In Baggage and 2 (e) Baggage Delay on Arrival at the same Time for any one Scheduled Flight with the exception if the Baggage was later found damaged or lost upon receipt of Baggage due to Theft during the Trip under Section 2 (d) (i).**

### **SECTION 3 – MEDICAL EXPENSES BENEFIT**

#### **Section 3 (a) (i) – Inpatient Medical Expenses Due to Accident and/or Sickness**

We will indemnify You up to the maximum limit for Inpatient Medical Expenses as specified in the Summary of Benefits which are all Reasonable and Customary Charges incurred due to an Accident and/or Sickness sustained during the Trip within Malaysia.

We will also indemnify You the Reasonable and Customary Charges for:

- (a) outpatient treatment by general practitioner;
  - (b) dental treatment as a direct result of Accident to sound natural teeth by dentist;
- up to RM1,000 subject to a maximum of RM200 per visit during Your Trip in Malaysia.

#### **Section 3 (a) (ii) – Inpatient Medical Expenses Due to COVID-19 Stage 3 to Stage 5**

We will indemnify You up to the maximum limit for Inpatient Medical Expenses as specified in the Summary of Benefits which are all Reasonable and Customary Charges incurred due to COVID-19 Stage 3 to Stage 5 as a result You are being tested positive for COVID-19 during the Trip within Malaysia.

Additional definition of Inpatient Medical Expenses applicable to Section 3 (a) (i) – Inpatient Medical Expenses Due to Accident and/or Sickness and Section 3 (a) (ii) – Inpatient Medical Expenses Due to COVID-19 Stage 3 to Stage 5 as below:

Inpatient Medical Expenses covered are charges for medically necessary medical services and medical supplies which are recommended by the attending Physician during your hospitalization for the treatment which include the following:

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

**Special Conditions Applicable to 3 (a) (ii) Inpatient Medical Expenses Due to COVID-19 Stage 3 to Stage 5:**

- (1) Negative RTK/PCR test results taken within 72 hours prior to Scheduled Flight unless this is not part of the testing & quarantine procedure imposed by the government of Malaysia at the time you travel into Malaysia.
- (2) Cover only if hospitalized for medically necessary COVID-19 Stage 3 to Stage 5 treatment.

**Section 3 (b) – COVID-19 Diagnosis Quarantine Allowance**

We will pay RM150 per day up to RM2,100 as specified in the Summary of Benefits if You are tested positive for COVID-19 during Your Trip, and as a result You are unexpectedly placed into mandatory quarantine under the order of the Government of Malaysia.

This benefit will not apply where quarantine measures are mandatory for all arriving passengers or quarantine mandates exist for all passengers from a particular country/region of origin whether or not You are diagnosed with COVID-19. We will not cover any loss if you are travelling against a Medical Practitioner's or doctor's advice, or any claim arising from You acting in a way that goes against the advice of a Medical Practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms).

**Special Conditions Applicable to 3 (b)**

Negative RTK/PCR test results taken within 72 hours prior to Scheduled Flight unless this is not part of the testing & quarantine procedure imposed by the government of Malaysia at the time you travel into Malaysia.

**Special Exclusions applicable to Section 3 – Medical Expenses Benefit**

We are not liable to pay:

- (1) costs for medical care except that prescribed by a licensed Physician or which is delivered by a recognized Hospital;
- (2) for any loss which is directly or indirectly, in whole or in part, due to:
  - (a) Civil or Foreign War, whether declared or not;
  - (b) the effect of drugs, medication or treatment not prescribed by a Physician;
  - (c) the influence of alcohol characterized by Your blood alcohol level equal to or superior to that fixed by the laws regulating the use of automobiles;
  - (d) Suicide, attempt suicide or intentionally self-inflicted injury;
  - (e) Your participation in any competition involving the use of motorized land, water or air vehicle;
  - (f) Your participation in any Professional Sports;
  - (g) Your riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>;
  - (h) Your flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
  - (i) Your active service in any of the armed forces of any nation;
  - (j) Your participation or involvement in a criminal act;
  - (k) Your practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) We are not liable for expenses incurred:
  - (a) for medical care incurred in Malaysia except as provided in the Inpatient Medical Expenses described above;
  - (b) Pre-Existing Conditions;
  - (c) pregnancy and its consequences;
  - (d) mental or emotional disorder;
  - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
  - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (g) follow-up medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, Physiotherapy and detoxification;
  - (h) ophthalmologic care, eyeglasses, contact lenses, hearing aids, protheses, dentures or medical equipment;
  - (i) care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;



- (j) routine medical check-ups;
- (k) vaccinations and their complications.
- (l) Pre-Trip COVID-19 testing, COVID-19 testing at a departure or arrival airport, or mandatory COVID-19 testing required by an official government or health authority;
- (m) Hospitalization due to COVID-19 with Stage 1 and 2.

#### **SECTION 4 - GROUND INCONVENIENCE BENEFITS (DUE TO SNATCH THEFT ONLY)**

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

##### **Section 4 (a) (i) – Loss of Travel Documents**

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

- (a) actual cost of obtaining replacement passports, travel tickets and other relevant travel documents in Malaysia;
- (b) additional travel expenses, communication expenses and hotel accommodation necessary incurred by You in Malaysia provided that such expenses are for the purpose of securing the necessary travel documents for continuation of Your Trip.

Provided always that:

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

##### **Section 4 (a) (ii) – Loss of Personal Money**

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

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

##### **Special Exclusion to Section 4(a) (ii) – Loss of Personal Money**

We shall not be liable for any loss of cash, bank or currency notes, travelers checks, postal or money orders:

- (a) kept in the check-in baggage with a Common Carrier;
- (b) unexplained and mysterious disappearance.

##### **Section 4 (a) (iii) – Loss of Personal Effects**

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

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

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

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

as determined by Our sole discretion.

Where any item consists of articles in a pair or set, We shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have a part of such pair or set. We may at Our option elect to either repair or replace any part, to restore the pair or set to its value before the loss or pay the difference between the cash value of the loss of covered baggage and personal effects before and after the loss.

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

##### **Special Exclusions applicable to Section 4(a) (iii) – Loss of Personal Effects**

- (a) This insurance does not cover:
  1. animals
  2. automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
  3. contraband or illegal goods
  4. documents, identity papers, credit and payment cards, transport tickets, cash,



- stocks and securities
  - 5. equipment used for Professional Sports
  - 6. eyeglasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
  - 7. toiletries, cosmetics of any kind
  - 8. accessories of any kind including fashion accessory
  - 9. films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
  - 10. keys
  - 11. musical instruments, objects of art, antiques, collector's items, furniture
  - 12. perishables and consumables
  - 13. ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment
- (b) We shall not be liable for any loss resulting from:
- 1. breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property
  - 2. confiscation or expropriation by order of any government or public authority
  - 3. criminal acts
  - 4. gradual deterioration or fair wear and tear
  - 5. insects or vermin
  - 6. inherent vice or damage
  - 7. mysterious disappearance
  - 8. transportation of contraband or illegal trade seizure whether for destruction under quarantine or custom regulation or not
- (c) We shall not be liable for any loss to property which, at the time of the happening of such loss, is insured by or would, but for the existence of this Insurance, be insured by any other insurance policy or policies, or otherwise reimbursed/replaced by AirAsia.

#### PROVIDED ALWAYS THAT:

**This Policy shall only pay for any claim either under Section 4 (a) (i) Loss of Travel Documents, or Section 4 (a) (ii) Loss of Personal Money or Section 4 (a) (iii) Loss of Personal Effects but not all together.**

#### **Section 5 – Emergency Medical Evacuation & Repatriation due to Accident**

##### **WE WILL PAY**

- (1) Emergency Medical Evacuation due to an Accident occurring during the Trip.
- (2) Emergency Medical Repatriation due to an Accident occurring during the Trip
- (3) Mortal Remains Repatriation due to an Accident occurring during the Trip

##### **Conditions**

###### **Tune Insurance Malaysia Berhad**

Company No.: 197601004719 (30686-K)

Level 9, Wisma Tune, No 19 Lorong Dungun, Damansara Heights, 50490, Kuala Lumpur

T 1800 88 5753 F +603 2094 1366 W [tuneprotect.com](http://tuneprotect.com)

- (1) In an event that an Insured Person requires evacuation in a medical emergency due to an Accident occurring during the Trip, Asia Assistance must be contacted immediately to approve the emergency evacuation and organize for an emergency medical transport to the nearest medical facility that is adequately equipped to treat Your medical condition subject to the maximum amount as specified in the Summary of Benefits. The type of transportation will depend on the availability and gravity of Your condition.
- (2) In an event that the Insured Person is hospitalized due to an Accident during the Trip and it is Medically Necessary for him/her to be repatriated back to the nearest Hospital in his/her origin country to continue treatment, We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost of one qualified medical attendant subject to the maximum amount as specified in the Summary of Benefit. In the event of emergency medical repatriation, Asia Assistance Network (AAN) must be contacted immediately to approve all Emergency Medical Repatriations. We retain the right to decide whether emergency medical repatriation is required or not.
- (3) For the Insured Person's death due to an Accident during the Trip, Asia Assistance will organize the repatriation of the Insured Person's mortal remains to his/her origin country subject to the maximum limit as specified in the Summary of Benefits. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation.

This Policy will only pay for one claim from Section 5 (1), (2) or (3) at any one event.

#### **General Exclusions Applicable to All Parts and Sections:**

This Insurance does not cover:

- (1) payment which would violate a government prohibition or regulation;
- (2) death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, Civil War, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or stage of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by our under the order of any government or public



- or local authority;
- (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;
  - (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;
  - (5) the Insured Person which is below the age of 30 days (calculated since last birthday as at the date of issuance of Certificate of Insurance);
  - (6) members of the armed forces whilst on duty or whilst engaging in or taking part in naval, military or air force service or operations or participating in operations of an offensive nature planned or conducted by any civil or military authorities against bandits, terrorists or other elements;
  - (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by AirAsia Bhd;
  - (8) any injury or disability resulting directly or indirectly from, attributed to or accelerated by the use, release, or escape of nuclear or radioactive materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials. For purposes of this exclusion, serious injury refers to physical injury that involves a substantial risk of death and/or protracted and obvious physical disfigurement, and/or protracted loss of or impairment of the function of a bodily member or an organ;
  - (9) any Pre-Existing Condition;
  - (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by You to Yourself whether sane or insane;
  - (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related Accident;
  - (12) any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
  - (13) psychosis, mental or nervous disorders or sleep disturbance disorders;
  - (14) cosmetic or plastic surgery or any elective surgery;
  - (15) any congenital defect which has manifested or was diagnosed before the policy commencement date;
  - (16) any form of dental care or surgery unless necessitated by injury caused by an Accident covered under the Policy to sound and natural teeth;
  - (17) routine health check-ups, any medical investigation(s) not directly related to admission diagnosis, illness or Bodily Injury; Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in Our opinion either the presence of any Human Immune Deficiency Virus or Antibodies to such Virus);
  - (18) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry;
  - (19) driving or riding in any kind of race involving motorized vehicles;
  - (20) Your late arrival at the airport for the Scheduled Flight after the official check-in time;
  - (21) Your failure to take reasonable measure to protect, save or recover lost baggage;
  - (22) Your failure to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report;
  - (23) any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Belarus, Cuba, Democratic Republic of Congo, Iran, Iraq, Israel, North Korea, Russian Federation (including Crimea), Somalia, Sudan, Syria, Ukraine and Zimbabwe.;
  - (24) engaging, practicing or participating in Professional Sports when You would or could earn income or remuneration from engaging



in such sport;

- (25) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (26) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by You if You are:
- (a) a terrorist;
  - (b) a member of a terrorist organization; or
  - (c) a purveyor of nuclear, chemical or biological weapons;
  - (d) a narcotics trafficker.
- (27) any loss resulting directly and indirectly (in whole or in part) from:
- (a) Pandemic
  - (b) Epidemic

Subject to the exceptions of COVID-19 Section 3 (a)(ii) Inpatient Medical Expenses due to COVID-19 stage 3 to 5 only and 3 (b) – COVID-19 Diagnosis Quarantine Allowance.

- (28) any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of any of the following – including any fear thereat, whether actual or perceived:
- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
  - Coronavirus (**COVID-19**) including any mutation or variation thereof; or
  - A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

If the Insurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured. Subject to the exceptions of COVID-19 Section 3 (a)(ii) Inpatient Medical Expenses due to COVID-19 stage 3 to 5 only and 3 (b) – COVID-19 Diagnosis Quarantine Allowance

## General Conditions Applicable to entire Policy

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

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

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

to information, particulars, accounts, original receipt, invoices, Your statements, reports and any other documents as We may require and shall be in such form and of such nature as the We may prescribe.

(iii) produce for Our examination pertinent documents at such reasonable times and shall cooperate with Us in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

(b) The following information and documents shall be furnished to Us under any circumstances in matters of claims:

(i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to Your credit card account.

(ii) a property irregularity report obtained from AirAsia Berhad in respect of lost luggage including details of the Scheduled Flight.

(c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by You. Any delay or non-delivery of baggage shall immediately be reported to an official of AirAsia Berhad authorized to receive such notification.

(9) Proof of Loss

Written proof of loss must be furnished to Us within 90 days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

(10) Effect of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.

(11) Medical Examination

We, at Our own expense shall have the right to require additional proof and request medical examination of You when and as

often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

(12) To Whom Indemnity is Payable

Indemnity for loss of Your life is payable to the nominee(s) elected by You and in the event of failure of nominee, to the legal beneficiary as stipulated under the Financial Service Act 2013 (for foreigners, such pay out shall be made in accordance to Your foreign country's probate laws). Indemnity for all other benefits will be paid to You or Your estate upon Your's death. The process of claim including settlement shall be handled between Us and You or Your estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

(13) Sanctions Clause

We are not liable to make any payment for liability under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of any country against which any laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us to provide insurance coverage transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or Us, Our parent company or Our ultimate controlling entity.

(14) Receipts

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

(15) Rights of Nominee

Consent of nominee shall not be a prerequisite to terminate or to cancel this Policy or to a charge of nominee or for that matter for any changes in this Policy.



- (16) Rights of Ownership  
The policy owner is AirAsia Berhad.
- (17) Legal Proceedings  
No action at law or in equity shall be brought against Us immediately 1 year after date of any covered occurrence.
- (18) Arbitration Clause  
Any dispute which may arise between Us and You and/or Your legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within 14 days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification of reenactment thereof for the time being in force.
- (19) Limitation of Time of Bringing Arbitration  
If a claim is made under the Policy and rejected by Us, You or Your legal personal representatives shall commence arbitration proceedings within 6 months of such rejection, failing which We shall be discharged from all liability whatsoever for that claim.
- (20) Cancellation  
This Certificate of Insurance once issued is not cancelable or refundable.
- (21) Conformity with Law  
If any provision of this Certificate of Insurance which on its issuance date is in conflict with the law of the country in which the Certificate of Insurance was issued or delivered, this Policy shall be read in conformity to the Malaysian Law.
- (22) Sole Responsibility of Tune Protect Malaysia  
Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of Tune Protect Malaysia and shall not in anyway involve AirAsia.
- (23) Duplication of Cover  
In the event You are covered by more than one policy purchased through AirAsia and/or its affiliates', benefit will be payable by the policy that provides the greatest amount of benefit. Where the benefit under each such policy is identical, We will only entertain the claim that You are covered under the Policy first issued.
- (24) Extension of Cover  
Extension of insurance coverage up to maximum 3 days without additional premium (only for Your return flight). The extension covers any Insured Person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by AirAsia. We will honor valid claims in such a scenario.
- (25) Flight Cancellation by AirAsia  
(a) the Certificate of Insurance will expire if You select credit refund on AirAsia. The premium will be refunded as a credit for You to buy a new Air Ticket of AirAsia flight.  
(b) the Certificate of Insurance will expire if You select cash refund pay-out. The premium will be included in the total amount you receive from AirAsia.
- (26) General Interpretation  
Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.
- (27) Anti-Bribery And Corruption  
You shall comply, and/or shall procure or ensure that Your directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by Us and have in place adequate controls and procedures to prevent corruption.  
In the event of a breach by You, We shall be fully entitled to terminate the Policy without any liability howsoever with written notice with immediate effect. You shall hold Us harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by You, Your directors, employees, subcontractors and/or agents.
- (28) Other Insurance  
If at the time of loss or damage, there is any other insurance covering the same loss, damage or liability, We will pay only a proportion of the claim and We will require details of such other insurance taken by You.
- (29) Limit of Benefits  
The limit of benefits under Section 1 - Personal Accident Benefits and Section 3 (a) (i) - Inpatient Medical Expenses Due to Accident and/or Sickness are revised to RM50,000.00 for Insured Persons above 70



years old.

**(30) Cyber Loss Absolute Exclusion Clause – IUA -09-081**

a) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- (i) the use or operation of any Computer System or Computer Network;
- (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (iii) access to, processing, transmission, storage or use of any Data;
- (iv) inability to access, process, transmit, store or use any Data;
- (v) any threat of or any hoax relating to b) (i) to b) (iv) above;
- (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.

a) Computer System means any computer, hardware, software, application,

process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

- b) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- c) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- d) When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.



## IMPORTANT NOTICE

Every effort will be made by **Us** to fulfill **Our** obligation under the Policy. If **You** are unhappy or dissatisfied with **Our** service or have any complaints, **You** may call or write to **Us** at:

### **Tune Insurance Malaysia Berhad**

Complaints Unit  
Level 9, Wisma Tune,  
No. 19, Lorong Dungun,  
Damansara Heights,  
50490 Kuala Lumpur.  
Tel: 1800 88 5753  
Fax: 603-2094 1366  
Website: [www.tuneprotect.com](http://www.tuneprotect.com)  
Email: [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)

If **You** are not satisfied with the response of **Our** decision, **You** may submit **Your** complaint either to The Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia (BNM).

The following are the contact details for OFS and BNM:

### **Ombudsman for Financial Services (OFS)**

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 03-2272 2811  
Fax: 03-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

OR

### **Laman Informasi Nasihat dan Khidmat (LINK) Pengarah**

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-21741515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)