



## Tune Protect Travel Insurance by AirAsia One-Way Domestic Plan (WPUA)

This insurance plan is offered exclusively to individuals who purchase one-way domestic flights (hereinafter referred to as the "Insured Persons") from AirAsia Berhad, Company No: 284669-W (AirAsia).

### Summary of Benefits

Coverage excluding infants is afforded as follows:-

Benefit		Limit of Benefit
<b>1. Personal Accident Benefit</b>		
	Personal Accident – Accidental Death & Permanent Disablement	Up to RM250,000.00
<b>2. Travel Inconvenience Benefits</b>		
2 (a)	Flight Cancellation – Reimbursement for the cost of flight if the Insured Person has to cancel the Trip due to Insured events	Up to original flight cost
2 (b)	Baggage and Personal Effects – Covers loss or damage to baggage, clothing, personal effects of the Insured Person	Up to RM1,000.00 (Any one Item RM250.00) subject to excess of RM50.00 per claim
2 (b) i	Baggage Delay – For every 6 consecutive hours delay period from arrival time of scheduled flight to time you receive your luggage	Up to RM400.00 (RM200.00 per 6 consecutive hours delay period)
2 (c)	AirAsia Flight Delay – Flat payment for every 6 consecutive hours delay period of the original departure Scheduled Flight	Up to RM1,050.00 (RM150.00 per 6 consecutive hours delay period)
2 (d)	Missed Flight Connection – No Onward connecting flight available within 6 hours from the missed Scheduled Flight due to delay of AirAsia's Incoming connecting flight	Up to RM600.00 (RM300.00 per 6 consecutive hours delay period)
2 (e)	On-Time Guarantee – Delay more than 2 consecutive hours from scheduled departure time caused solely by AirAsia	Up to RM200.00
<b>3. 24 hours Worldwide Travel Assistance Services</b>		<b>Included</b>



## Tune Protect Travel Insurance by AirAsia – One Way Domestic Plan (WPUA)

Whereas the Insured Person has applied for the insurance hereinafter contained and has paid the Premium as consideration for such insurance and a copy of the Tune Protect Travel Insurance by AirAsia One-Way Domestic Plan Certificate of Insurance has been issued, Tune Insurance Malaysia Berhad (hereinafter referred to as the “Company”) agrees to insure individuals who purchase one-way flight(s) (hereinafter referred to as the “Insured Person”) from AirAsia against loss covered by this Master Policy (hereinafter referred to as the “Policy”) as set out herein and subject always to the exclusions, exclusions, provisions and terms contained in the Policy.

### Definitions

“Accident”	refers to an event causing Bodily Injury occurring entirely beyond control and caused by violent, external and visible means.
“Air Ticket” (also known as seats purchased under AirAsia’s e-ticketing system)	refers to any air ticket(s) issued in the Insured Person’s name by AirAsia for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase)
“Bodily Injury”	refers to injury suffered by the Insured anywhere in the world caused solely and directly by an Accident, excluding any sickness, disease or medical disorder.
“Certificate of Insurance”	refers to the confirmation of Tune Protect Travel Insurance by AirAsia – One Way Plan, which is electronically generated upon an online purchase.
“Civil War”	refers to armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. This definition includes armed rebellion, revolution, sedition, insurrection, coup d’etat, and the consequences of martial law.
“Country of Arrival”	refers to country where the Insured Person’s Scheduled Flight is destined to depart to.
Epidemic	refers to a sudden severe outbreak of disease that

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

	or in facilities available to the hospital on a pre-arranged basis.
“Immediate Family Member”	<p>refers to a Insured Person’s:-</p> <ul style="list-style-type: none"> <li>(i) legal spouse ;</li> <li>(ii) legal, adoptive and/or biological children;</li> <li>(iii) children-in law ;</li> <li>(iv) siblings;</li> <li>(v) siblings in law ;</li> <li>(vi) parents ;</li> <li>(vii) parents-in-law ;</li> <li>(viii) grandparents ;</li> <li>(ix) grandchildren ;</li> <li>(x) legal guardian;</li> <li>(xi) ward ;</li> <li>(xii) step or adopted children;</li> <li>(xiii) step parents;</li> <li>(xiv) aunts;</li> <li>(xv) uncles,</li> <li>(xvi) nieces,</li> <li>(xvii) nephews</li> </ul> <p>who reside in that Insured Person’s principal country of residence.</p>
“Insured AirAsia Guest”	refers to the covered guest who has been issued with an Tune Protect Travel Insurance by AirAsia – One Way Domestic Plan (WPUA) Certificate of Insurance after submission of an online proposal for coverage under the Master Policy arrangements for AirAsia Berhad, and has purchased and has also paid for the insurance cover simultaneously with the purchase of an AirAsia Berhad Air Ticket.
‘Insured Person”	refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with a Tune Protect Travel Insurance by AirAsia – One Way Plan Certificate of Insurance for that scheduled flight(s).
Incoming connecting flight	refers to Air Asia flight boarded by the Insured Person from first point of

	departure who had purchased the Tune Protect Travel Insurance by AirAsia Policy.
Onward connecting flight	refers to scheduled flight by any license airline booked by the Insured Person for their onward journey after disembarking from the Incoming connecting flight
Pandemic	<p>refers to an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO), that spreads across a large region or worldwide.</p> <ul style="list-style-type: none"> <li>(i) Emergence of a disease new to a population.</li> <li>(ii) Agents infect humans, causing serious illness.</li> <li>(iii) Agents spread easily and sustainably among humans.</li> </ul>
“Physician”	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 an Insured Person, the Insured Person’s spouse, a person booked to accompany the Insured Person on the Flight, or an immediate Family Member of the Insured Person.
“Pre-Existing Condition”	refers to any sickness, disease or other abnormal medical condition of the Insured Person or an Immediate Family Member of the Insured Person which existed ninety (90) days prior to the purchase of the Air Ticket(s):-

	<p>(a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or</p> <p>(b) is under treatment by a Physician or where treatment has already been recommended by a Physician; or</p> <p>(c) required the taking of prescribed drugs or medicine</p>
“Public Transport”	refers to rail, bus, coach, taxi or ferry services used by Insured Person to board the scheduled flight.
“Reasonable and Customary Charges”	refers to expenses charged for medical/hospital treatment, supplies or services medically necessary to treat the Insured Person’s condition; it should not exceed the usual level of incurred charges for similar local treatment, supplies or medical services in the accepted medical standard and practice.
“Scheduled Flight”	refers to commercial flights scheduled by AirAsia.
“Serious Illness”	Whenever applied to the Insured Person or Immediate Family Member it shall mean Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in the Insured Person or Immediate Family Member being certified by that Physician as unfit to travel or to continue with his/her original Flight.
“Sickness/Illness”	refers to any noticeable change in the physical health of an Insured Person that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which

	the claim is made, and the nature of the illness is not excluded from this present Policy.
“Time”	Any reference to a time or a date in the policy context or in the context of a coverage period refers to Malaysian time
“Trip”	refers to the period between the Commencement of Cover and Expiry of Cover.

### Period of Insurance

Commencement of Cover	<p>(1) Except for Flight Cancellation benefit, the cover commences upon check in on the First Departure Date for a Scheduled Flight.</p> <p>(2) The cover for Flight Cancellation benefit commences 24 hours from the purchase date of the Air Ticket for a Scheduled Flight on the First Departure Date.</p>
Expiry of Cover	<p>(1) Except for Flight Cancellation benefit, the cover ends upon the Insured Person’s departure from the airport at the Country of Arrival.</p> <p>(2) The cover for Flight Cancellation benefit ends upon the First Departure Date.</p>

### Benefits

#### SECTION 1 - PERSONAL ACCIDENT BENEFITS

In the event of an Accident during the Trip causing the Insured Person to suffer Bodily Injury which results in his death or permanent disablement, the Company will, subject to the exclusions, limitations, provisions and terms of the Policy, pay



compensation as provided in the Table of Compensation below:-

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

Provided that:-

- (1) such death or permanent disablement occurs within one hundred and eighty (180) calendar days immediately after the date of Accident causing such death or permanent disablement;
- (2) the maximum compensation for which the Company shall be liable to the Insured Person is 100% of the Amount of Benefit specified for Personal Accident Benefits as detailed in the Insurance Coverage Plan.

#### Exposure and Disappearance Extension

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

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

## SECTION 2 - TRAVEL INCONVENIENCE BENEFITS

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

### Section 2 (a) – Flight Cancellation

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

- (a) Events in connection with an Insured Person's immediate Family Member suffering from:-
  - (i) death; or
  - (ii) hospitalisation, which requires the presence of the Insured Person, which is not anticipated at the purchase date of the Air Ticket
- (b) Events in connection with :-
  - (i) hospitalisation of the Insured Person due to Serious Illnesses or serious accidental bodily injury not anticipated at the purchase date of the Air Ticket ;
  - (ii) Serious damage to the Insured Person's vehicle within forty eight (48) hours before the First Departure Date ;
  - (iii) Serious damage to the Insured Person's principal residence due to fire, flood or similar natural disaster such as tornado, earthquake, hurricane etc requiring his/her presence on the premises on the First Departure Date ;
  - (iv) The Insured Person being kidnapped, detained, quarantined or subpoenaed to attend a civil proceeding and
  - (v) The public transportation services in which the Insured Person is travelling involved in an Accident or a break down.

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

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

- (i) criminal acts committed by the Insured Person;

- (ii) cancellation of a Scheduled Flight as a result of any of the following:-
  - (a) war, riot, popular movements, terrorist acts ;
  - (b) any-existing medical conditions ;
  - (c) any effect of a source of radioactivity;
  - (d) pollution ;
  - (e) epidemics ;
  - (f) pandemic ;
  - (g) natural catastrophes
  - (h) climatic events such as lack of snow, etc
  - (i) for any loss which is compensated by AirAsia Berhad

### **Section 2 (b) – Baggage and Personal Effects**

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

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

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

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

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

as determined by the sole discretion of the Company.

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

All jewelry, articles consisting in whole or in part of silver, gold, or platinum objects made with precious materials, precious stones, pearls, watches, articles trimmed with or made mostly of fur, portable photographic, cinematographic, computer or telephone equipment, equipment for the recording of sound or pictures and its accessories, are only covered against theft if such item or equipment are physically carried along personally by the Insured Person for the Scheduled Flight.

### **Special Exclusions applicable to Section 2 (b) – Baggage and Personal Effects**

- (a) This insurance does not cover:-
  - (1) Animals
  - (2) Automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
  - (3) contraband or illegal goods
  - (4) documents, identity papers, Credit and payment cards, transport tickets, cash, stocks and securities
  - (5) equipment for professional use
  - (6) eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges
  - (7) toiletries , cosmetics of any kind
  - (8) accessories of any kind including fashion accessory
  - (9) films, tapes, cassettes, cartridges or discs, pen-drive, memory card and the like
  - (10) hand-held mobile telephones, pagers, portable computer equipment including personal digital assistance and its accessories
  - (11) keys
  - (12) musical instruments, objects of art, antiques, collector's items, furniture
  - (13) perishables and consumables
  - (14) ski sets, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except whilst checked in as baggage
- (b) The company shall not be liable for any loss or damage resulting from:-
  - (1) breakage of brittle or fragile articles, cameras, musical instruments, radios and such similar property
  - (2) confiscation or expropriation by order of any government or public authority
  - (3) criminal acts
  - (4) gradual deterioration or wear and tear
  - (5) insects or vermin
  - (6) inherent vice or damage
  - (7) mysterious disappearance
  - (8) transportation of contraband or illegal trade

(9) seizure whether for destruction under quarantine or custom regulation or not

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

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

We will pay you RM 200 for every six (6) consecutive hours delay period whereby your checked-in baggage is delayed, misdirected or temporarily misplaced by the AirAsia from the time of your arrival at the scheduled destination abroad till the time you received your baggage. The maximum amount payable is up to the limit stated in the Summary of Benefits.

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

We will not pay for claims in respect of:

- (1) Baggage delay not immediately reported to AirAsia
- (2) Confiscation or detention by customs, immigration and/or public authorities
- (3) 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(b) Loss of Baggage & Personal Effects and 2(b) i Baggage Delay at the same time for any one scheduled flight with the exception if the Baggage was later found damaged or personal effects were lost upon receipt of Baggage.**

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

In the event the Insured Person's Scheduled Flight during a Flight is delayed for at least six (6) consecutive hours from the original scheduled time specified in the itinerary supplied to the Insured Person, and this delay is due inclement weather, equipment failure or strike or hijack (other than aircraft hijacking) or other industrial action by any employee of AirAsia Berhad, the Company will pay the Insured Person RM150.00 only for the first six (6) consecutive hours of delay, followed by further sum of RM150.00 for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of benefit.

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

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

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

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

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

In the event the Onward connecting flight is missed at the transfer point due to the late arrival of the Incoming connecting AirAsia flight, and no replacement is made available within 6 hours from the scheduled time of connecting departure, the company will pay the insured person RM300 for every 6 consecutive hours delay up to a maximum limit as specified in the summary of benefits.

The company shall reimburse the insured person if the delay of the Incoming connecting AirAsia flight is due to the any of the following events:

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

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

The Company will not pay for loss directly or indirectly arising as a result of:-

- (1) any illegal or unlawful intention act by the Insured Person
- (2) any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (3) the failure of the Insured Person to check in according to the itinerary supplied to him/her.
- (4) strike or industrial action existing on the date the flight is arranged.
- (5) any prohibition or regulations by any government or immigration authority.
- (6) the Insured Person is not fit to travel or is travelling against the medical advice of a Qualified Medical Practitioner.
- (7) voluntary cancellation of a Scheduled Flight by the Insured Person
- (8) the Onward connecting flight departure time is less than 6 hours apart from the scheduled arrival time of the Incoming connecting AirAsia flight
- (9) the Onward connecting flight is not in the same airport as the Incoming connecting AirAsia flight's arrival airport
- (10) natural disaster including earthquake, volcanic eruption and its consequences
- (11) any travel insurance purchased within 4 hours from the First Scheduled Departure Time as stated in your ticket or travel itinerary.

**PROVIDED ALWAYS THAT:-**

**This Policy shall only pay for any claim either under Section 2 (c) – AirAsia Flight Delay or Section 2 (d) - Missed Flight Connection but not both.**

**Section 2 (e) – On-Time Guarantee**

In the event the Insured Person's Scheduled Flight is delayed for at least two (2) consecutive hours from the original scheduled time specified in the itinerary supplied to the Insured Person and this delay is caused solely by AirAsia Berhad, the Company will pay the Insured Person RM200.00.

Scheduled Time refers to:

- (i) the time printed in the the Insured Person itinerary;
- (ii) any new departure time which AirAsia Berhad have advised the Insured Person not less than 24 hours from the original schedule time of flight departure on the flight itinerary.

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

The Company will not pay for loss directly or indirectly arising as a result of:-

- (1) any illegal or unlawful intention act by the Insured Person.
- (2) any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (3) the failure of the Insured Person to check in according to the itinerary supplied to him/her.
- (4) strike or industrial action existing on the date the flight is arranged.
- (5) any prohibition or regulations by any government or immigration authority.
- (6) the Insured Person is not fit to travel or is travelling against the medical advice of a Qualified Medical Practitioner.
- (7) delay caused by circumstances which are beyond AirAsia Berhad control such as bad weather air traffic control, airport closure, strikes and act of God.
- (8) any rescheduling or delay which you have been made aware of 24 hours prior to the First Scheduled Departure Time in the travel itinerary.
- (9) any travel insurance purchased within **4 hours** from the First Scheduled Departure Time as stated in your ticket or travel itinerary



## General Exclusions Applicable to All Parts and Sections:

This Insurance does not cover:-

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

Human Immune Deficiency Virus or Antibodies to such Virus) ;

- (19) any injury sustained while serving as a crew member of any aircraft except as a fare-paying passenger in any aircraft having a current and valid air worthiness certification issued by the appropriate authority of the country of its registry ;
- (20) driving or riding in any kind of race involving motorized vehicles ;
- (21) late arrival of the Insured Person at the airport for the Scheduled Flight after the official check-in time ;
- (22) failure of the Insured Person to take reasonable measure to protect, save or recover lost luggage ;
- (23) failure of the Insured Person to notify the relevant airline authorities of missing luggage at the scheduled destination point and to obtain a property irregularity report ;
- (24) any loss, injury ,damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan or Syria; and
- (25) engaging practicing or participating in sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport ;
- (26) investigation which is not medically necessary, or convalescence, custodial or rest care;
- (27) any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is :-
  - (a) a terrorist ;
  - (b) a member of a terrorist organisation ; or
  - (c) a purveyor of nuclear, chemical or biological weapons ;
  - (d) a narcotics trafficker.
- (28) any loss resulting directly and indirectly (in whole or in part) from :
  - (a) pandemic
  - (b) epidemic

## General Conditions Applicable to entire Policy

- (1) **Entire Contract**  
This Certificate of Insurance contains terms and conditions for the Insurance Coverage and benefits provided herein which shall always be subject to the terms and conditions of this Master Policy.
- (2) **Observance of Insurance Terms and Conditions**  
The due observation and fulfillment of terms and conditions of this Certificate of Insurance in so far as they relate to anything to done or complied with by the Insured or any claimant under this Certificate of Insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- (3) **Misrepresentation in Application**  
The benefits shall not be payable and the Policy, at the option of the Company, shall be considered voidable in the event:-
  - (a) there is a failure to disclose or misrepresentation of any fact with respect to the Insured Person that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability ; and/or
  - (b) in all cases of fraud.
- (4) **Alterations**  
The Company reserves the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written agreement between the Company and AirAsia Bhd. Any amendment to the Policy shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration in the Policy shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.
- (5) **Currency of Payment**  
Payment of any claim covered under this Policy shall be made in 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 the Insured

- Person or his/her permitted legal personal representatives.
- (6) **Compensation Limit**  
The compensation limit is that expressed in the Compensation Table.
- (7) **Ages**  
All ages referred to in this Policy shall be the age of the Insured Person at his/her last birthday.
- (8) **Country of Residence**  
Coverage provided to the Insured Person is subject to either their residence in Malaysia or for non-residents, to their travel through Malaysia or to their transit through a Malaysian Airport.
- (9) **Notice and Procedures of Claims**
- (a) Upon the happening of any event which may give rise to a claim, the Insured Person shall:-
- (i) notify the Company in writing as soon as possible but not later than thirty (30) days after any event which may give rise to such claim by filling up the claim form as provided by the Company;
- (ii) furnish to the Company in writing, at the Insured Person's own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Insured Person's statements, reports and any other documents as the Company may require and shall be in such form and of such nature as the Company may prescribe.
- (iii) produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.
- (b) The following information and documents shall be furnished to the Company under any circumstances in matters of claims:-
- (i) copies of the record and/or charge forms verifying the relevant Scheduled Flight Air Tickets charged to the Insured Person's credit card account .
- (ii) a property irregularity report obtained from AirAsia Berhad in respect of lost luggage including details of the Scheduled Flight
- (c) All reasonable measures to protect safeguard and recover such lost baggage and/or personal effects shall be taken by the Insured Person. Any delay or non-delivery of baggage shall immediately be reported to an official of AirAsia Berhad authorised to receive such notification.
- (10) **Proof of Loss**  
Written proof of loss must be furnished to the Company at its said office within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonable possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
- (11) **Effect of Fraud**  
Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render the insurance coverage and benefits provided herein null and void.
- (12) **Medical Examination**  
The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- (13) **To Whom Indemnity is Payable**  
Indemnity for loss of life in respect of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure of nominee, to the legal beneficiary as stipulated under the Probate and Administration Act of Malaysia (for foreigners, such pay out shall be made

in accordance to foreign Insured Person's country's probate laws). Indemnity for all other benefits will be paid to the Insured Person or his/her estate upon his death. The process of claim including settlement shall be handled between the Company and the Insured Person or his/her estate as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged.

- (14) **Sanctions Clause**  
The Company is not liable to make any payment for liability under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary(ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent company or its ultimate controlling entity.
- (15) **Receipts**  
The Company 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 the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.
- (16) **Rights of Nominee**  
Consent of nominee shall not be a pre-requisite to terminate or to cancel this Policy or to a charge of nominee or for that matter for any changes in this Policy.
- (17) **Rights of Ownership**  
The policy owner is AirAsia Berhad.
- (18) **Legal Proceedings**
- No action at law or in equity shall be brought against the Company immediately one (1) year after date of any covered occurrence.
- (19) **Arbitration Clause**  
Any dispute which may arise between the Company and the Insured Person and/or his/her legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of such agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification of reenactment thereof for the time being in force.
- (20) **Limitation of Time of Bringing Arbitration**  
If a claim is made under the Policy and rejected by the Company, the Insured or his/her legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.
- (21) **Cancellation**  
This Certificate of Insurance once issued is not cancelable or refundable.
- (22) **Conformity with Law**  
If any provision of this Certificate of Insurance which on its issuance date is in conflict with the law of the country in which the Certificate of Insurance was issued or delivered, this Policy shall be read in conformity to the Malaysian Law.
- (23) **Sole Responsibility of Tune Insurance Malaysia Berhad**  
Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of Tune Insurance Malaysia Berhad, and shall not in any way involve AirAsia.
- (24) **Duplication of Cover**  
In the event an Insured Person is covered by more than one (1) policy purchased through AirAsia and/or its affiliates', benefit will be payable by the policy that provides the greatest amount of benefit. Where the



benefit under each such policy is identical, the Company will only entertain the claim that Insured Person to be covered under the Policy first issued.

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



## Disclosure & Policy Statement

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

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

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

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

The Financial Mediation Bureau  
Level 25, Dataran Kewangan Darul Takaful  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.

Tel: 03-22722811  
Fax: 03-22745752

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

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

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

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

### 3. **GOODS AND SERVICES TAX ('GST')**

Please be informed that the Goods and Services Tax ('GST') will be implemented by the Government of Malaysia with effect from 1 April 2015 at a rate of six (6) per centum.

Tune Insurance Malaysia Berhad reserves the right to collect from you an amount equivalent to the GST payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1 April 2015, to collect from you an amount equivalent to the GST payable on the applicable premium calculated from 1 April 2015 on a pro-rated basis.

Your obligation to pay GST shall form part of the Terms and Conditions in your insurance policy.