

# Tune Protect Travel Insurance by AirAsia Return International Plan (WPUA)

This insurance plan is offered exclusively to individuals who purchase return international flights (hereinafter referred to as the "Insured Persons") from AirAsia Berhad, Company No: 284669-W or AirAsia X Bhd, Company No: 734161-X (AirAsia).

### **Summary of Benefits**

Coverage excluding infants is afforded as follows:-

overage excluding intants is afforded as follows:-	Limit of Donofit	
Benefit	Limit of Benefit	
1. Personal Accident Benefit		
Personal Accident	Up to RM200,000.00	
- Accidental Death or Bodily Disablement		
2. Travel Inconvenience Benefits		
2 (a) Flight Cancellation	Up to RM5,000.00	
- Reimbursement for the cost of flight if the Insured Person		
has to cancel the Trip due to insured events		
2 (b) Flight Curtailment	Up to RM5,000.00	
Reimbursement for the return flight to Malaysia if the		
Insured Person returns due to Insured events		
2 (c) Baggage and Personal Effects	Up to RM5,000	
<ul> <li>Cover loss or damage to baggage, clothing, personal</li> </ul>	(Any one item RM500, subject	
effects of Insured Person	to RM50 excess per claim)	
2 (c) i Baggage Delay	Up to RM800.00 (RM200.00	
<ul> <li>For every 6 consecutive hours delay period from arrival tin</li> </ul>	me per 6 consecutive hours delay	
of scheduled flight to time you receive your luggage	period)	
2 (d) AirAsia Flight Delay	Up to RM1,050.00	
<ul> <li>Flat payment for every 6 consecutive hours delay period c</li> </ul>	of (RM150.00 per 6 consecutive	
the original departure Scheduled Flight	hours delay period)	
2 (e) Common Carrier Delay	Up to RM1,050.00	
<ul> <li>Flat payment for every 6 consecutive hours delay period</li> </ul>	(RM150.00 per 6 consecutive	
from the original departure time of the scheduled Commor	n hours delay period)	
Carrier		
2 (f) Missed Flight Connection	Up to RM600.00	
<ul> <li>No Onward connecting flight available within 6 hours from</li> </ul>	(RM300.00 per 6 consecutive	
the missed Scheduled Flight due to delay of AirAsia's	hours delay period)	
Incoming connecting flight		
2 (g) Loss of Personal Money	Up to RM1,000.00	
2 (h) Expenses incurred arising from Loss of Travel Documents	Up to RM1,000.00	
2 (i) On-Time Guarantee	Up to RM200.00	
<ul> <li>Delay more than 2 consecutive hours from scheduled</li> </ul>		
departure time caused solely by AirAsia		
3. Medical and Evacuation Expenses		
3 (a) Accidental & sickness Medical expenses Reimbursement	Up to RM175,000.00 (Excess	
<ul> <li>Reimbursement of medical expenses incurred due to</li> </ul>	RM50.00 per claim)	
accident or sickness		
3 (b) Emergency Medical Evacuation & Mortal Remains Repatriation	n Up to RM300,000.00	
<ul> <li>Reimbursement of expenses incurred due to accidental</li> </ul>		
injury, sickness or death		
3 (c) Compassionate Visit	Up to RM5,000.00	
4. Personal Liability		
Personal Liability	Up to RM500,000.00	
5. 24 hours Worldwide Travel Assistance Services	Included	



#### Other Limitations:-

- a) Ground cover for the Trip is limited to that within the legal boundaries of Country of Arrival only. If the Insured Person travels beyond the boundary of the country, cover will exclude the geographical limits beyond the boundary of that country.
- b) If the Insured Person departs on any scheduled flight, to travel outside the Country of Arrival, this insurance cover will suspend upon the Insured Person's check-in for that out-bound flight. Cover will however resume upon the Insured Person's check-out at Immigration upon returning to the original country of arrival, subject to the Period Covered, i.e. provided the period is still within thirty (30) days of the first departure date of the Insured Person Scheduled Flight.
- c) If the Insured Person departs on any others mode of transportation others than schedule flight, to travel outside the Country of Arrival, this insurance cover will suspend upon the Insured Person's check-out from the immigration of the Country of Arrival. Cover will however resume upon the Insured Person's check-in to the immigration of the Country of Arrival, subject to the Period Covered, i.e. provided the period is still within thirty (30) days of the first departure date of the Insured Person Scheduled Flight.
- d) Travel Inconvenience Benefits coverage during the period of ground cover in the course of the Trip is limited only to Scheduled Flight, in the Country of Arrival.
- e) The duration for each Trip shall not exceed thirty (30) consecutive days from the commencement date of Trip.



# Tune Protect Travel Insurance by AirAsia – Return International 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 International 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 international flight(s) (hereinafter referred to as the "Insured Person") 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 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 – Return 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.
"Common Carrier"	Refers to any licensed registered operator which provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below: airport limousine, bus, coach, taxi, ferry, hovercraft, hydrofoil,

	ship, train, tram or underground train.
"Country of	refers to country where the
Arrival"	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	refers to the date of departure
Date"	shown on Insured's Flight
	Schedule.
"Foreign War"	refers to armed opposition,
	whether declared or not,
#1 1 '4 - 1"	between two or more countries.
"Hospital"	refers to, except as may
	otherwise be provided, a
	Hospital (other than an institution for the aged,
	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 :
	(i) holds a valid license (as
	required by law);
	(ii) operates primarily for the
	care and treatment of sick
	or injured persons;
	(iii) has one or more
	physicians available at all
	times;
	(iv) provides 24 hour nursing
	services and at least one
	(1) registered
	professional nurse on
	duty at all times;
	(v) has organised diagnostic
	and surgical facilities



	b oth on on manufacture and the
	whether on premises or in facilities available to the
	hospital on a pre- arranged basis.
"Immediate	refers to a Insured Person's:-
Family Member"	(i) legal spouse;
I diffilly Michiber	(ii) legal, adoptive and/or
	biological children;
	(iii) children-in law;
	(iv) siblings;
	(v) siblings in law;
	(vi) parents;
	(vii) parents-in-law;
	(viii) grandparents;
	(ix) grandchildren;
	(x) legal guardian;
	(xi) ward;
	(xii) step or adopted
	children;
	(xiii) step parents;
	(xiv) aunts;
	(xv) uncles,
	(xvi) nieces,
	(xvii) nephews
	who reside in that Insured
	Person's principal country of
"Insured AirAsia	residence.
Guest"	refers to the covered guest who has been issued with an Tune
Ouest	Protect Travel Insurance by
	AirAsia – Return Plan
	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
i e	B
	Protect Travel Insurance by
	AirAsia – Return Plan
	AirAsia – Return Plan Certificate of Insurance for that
	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s).
Incoming	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s). refers to Air Asia flight boarded
Incoming connecting flight	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s). refers to Air Asia flight boarded by the Insured Person from first
	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s). refers to Air Asia flight boarded by the Insured Person from first point of departure who had
	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s). refers to Air Asia flight boarded by the Insured Person from first point of departure who had purchased the Tune Protect
	AirAsia – Return Plan Certificate of Insurance for that scheduled flight(s). refers to Air Asia flight boarded by the Insured Person from first point of departure who had

Onward	refers to scheduled flight by
connecting flight	any license airline booked by
	the Insured Person for their
	onward journey after
	disembarking from the
	Incoming connecting flight
Pandemic	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.
	(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"	refers to a doctor of medicine or
1 Hydiolait	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
	l ´
	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
"D = : ::	of the Insured Person.
"Pre-Existing	refers to any sickness, disease
Condition"	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):-
	(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
	(b) is under treatment by a
	Physician or where
	treatment has already been
	recommended by a
	Physician; or
i	, <del></del>



	<u> </u>
	(c) required the taking of prescribed drugs or medicine
"Public	refers to rail, bus, coach, taxi or
Transport"	ferry services used by Insured
Transport	Person to board the scheduled
	flight.
"Reasonable and	refers to expenses charged for
Customary	medical/hospital treatment,
Charges"	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	refers to commercial flights
Flight"	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
"Sickness/Illness"	Flight. refers to any noticeable change
Sickriess/illriess	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**

0	(4) Freezet for Flight
of Cover	(1) Except for Flight Cancellation benefit, the cover commences upon check in on the First Departure Date for a Scheduled Flight.
	(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.
Expiry of Cover	(1) Except for Flight Cancellation benefit, the cover ends: (a) upon the Insured
	Person's departure from the airport at the Country of Arrival
	(b) Upon expiry of 30 days from the first Departure Date;
	(c) upon checking in at point of immigration for travel outside the Country of Arrival, other than return to Malaysia.
	whichever comes first
	(2) The cover for Flight Cancellation benefit ends upon the First Departure Date;



#### **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 one limb	100%
5	Permanent Total Disablement, other than loss of sight or limb	100%

#### Provided that:-

- 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 Benefits 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

# Section 2 (b) - Flight Curtailment

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

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

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

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

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

- (i) criminal acts committed by the Insured Person:
- (ii) war, riot, popular movements, terrorist acts;

- (iii) any-existing medical conditions;
- (iv) any effect of a source of radioactivity:
- (v) pollution;
- (vi) epidemics:
- (vii) pandemic;
- (viii) natural catastrophes
- (ix) climatic events such as lack of snow, etc.
- (x) for any loss which is compensated by AirAsia.

### Section 2 (c) - Baggage and Personal Effects

The Company will indemnify the Insured Person 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;
- (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
- 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 (c) – 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:-
  - 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.

### Section 2 (c) 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 (d) - 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 Benefits.

The period of delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by AirAsia. A letter from AirAsia or its handling agents confirming the



duration and reason of such delay shall suffice as proof for purposes of claim for this benefit.

#### <u>Special Exclusions applicable to Section 2 (d) –</u> 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 <u>4 hours</u> from the First Scheduled Departure Time as stated in your ticket or travel itinerary.

#### Section 2 (e) - Common Carrier Delay

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

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

# <u>Special Exclusions applicable to Section 2 (e) – Common Carrier Delay</u>

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

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

#### Section 2 (f) - 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

### <u>Special Exclusions applicable to Section 2 (f) –</u> 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 (d) – AirAsia Flight Delay or Section 2 (e) – Common Carrier Delay or Section 2 (f) – Missed Flight Connection but not all together.

## Section 2 (g) - Loss of Personal Money

The Company will reimburse the Insured Person up to the limit as specified for Loss of Personal Money in the Summary of Benefits for actual loss of cash, bank or currency notes, travelers checks, postal or money orders during the Trip provided that:-

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

#### <u>Special Exclusion to Section 2(g) – Loss of</u> Personal Money

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

### Section 2 (h) - Loss of Travel Documents

In the event that the Insured Person's passports, travel tickets and other relevant travel documents are lost as a result of robbery, burglary, theft or natural disaster whilst during the Trip, the Company will reimburse the Insured Person up to the limit as specified for Loss of Travel Documents in the Summary of Benefits for actual cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses, communication expenses and hotel accommodation necessary incurred to replace lost documents.

#### Provided always that:-

- (a) the Insured Person shall exercise reasonable care for the safety and supervision of the property; and
- (b) any loss of passport must be reported to the police having jurisdiction at the place of loss within 24 hours of the discovery of loss.

#### Section 2 (i) - 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 shall means:

- 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.

# <u>Special Exclusions applicable to Section 2 (g) – On-Time Guarantee</u>

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 <u>4 hours</u> from the First Scheduled Departure Time as stated in your ticket or travel itinerary.

# SECTION 3 - MEDICAL AND EVACUATION EXPENSES

# Section 3 (a) - Accidental & Sickness Medical Reimbursement

The Company will indemnify the Insured Person up to the maximum limit for Medical Expenses Reimbursement as specified in the Summary Of Benefits subject to an excess of RM50.00 only per claim for Medical Expenses which are all reasonably and Customary Charges incurred due to an Accident or Sickness sustained during a Trip. In the event of hospitalisation, Asia Assistance, may be able to arrange, on a case-by-case basis, subject to approval from the Company, an advance of payment to the Hospital subject to:-

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

The maximum sum payable for Medical Expenses for follow-up treatment incurred in Malaysia must be within 30 days from the expiry date of the respective Tune Protect Travel Insurance by AirAsia and not exceeding 10% of the limit as specified for Accidental & Sickness Medical Reimbursement in the Summary of Benefits. The amount is a sub-limit of the aggregate total payable Benefit Amount under the Summary of Benefits for Medical Expenses Reimbursement.

Medical Expenses covered are charges for medical services and medical supplies which are recommended by the attending Physician for the treatment of the injury which include the following:-

- (a) the services of a Physician;
- (b) hospital confinement and use of operating room;
- (c) anaesthetic (including administration), X-ray examinations or treatments, and laboratory tests:
- (d) drugs, medicines, and therapeutic services and supplies;

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

#### (i) Emergency Medical Evacuation

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

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

#### (ii) Mortal Remains Repatriation

In the event of death of the Insured Person due to an Accident or Sickness during the Trip, Asia Assistance will organise the repatriation of his/her mortal remains to his/her habitual residence in Malaysia subject to the maximum limit as specified for Emergency Medical Evacuation and Repatriation 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 any claim under Section 3 (b) (i) - Emergency Medical Evacuation or Section 3(b) (ii) - Mortal Remains Repatriation but not both.

### Section 3(c) - Compassionate Visit

In the event that the Insured Person is hospitalised overseas for more than 5 days as a result of Accident or Sickness sustained whilst on the Trip and his/her medical condition forbids evacuation, the Company will pay for the reasonable travel fare (economy air travel or first class rail travel) and hotel accommodation expenses necessarily incurred by one relative or one friend to visit and stay with the Insured Person, as recommended by a Physician, up to the maximum limit as specified for Compassionate Visit in the Summary of Benefits.

#### **Special Conditions Applicable to Section 3**

The Company is not liable to pay:-

- (1) costs for medical care except that prescribed by a licensed Physician or which is delivered by a recognised 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 characterised by a blood alcohol level of the Insured Person equal to or superior to that fixed by the laws regulating the use of automobiles;
  - (d) Suicide, attempt suicide or intentionally self-inflicted injury;
  - (e) The Insured Person's participation in any competition involving the use of motorised land, water or air vehicle;
  - (f) The Insured Person's participation in any professional sports;
  - (g) The Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>.
  - (h) The Insured Person flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline company or which is not registered or licensed for the transportation of farepaying passengers on regular and published scheduled routes;
  - (i) The Insured Person's active service in any of the armed forces of any nation :
  - (j) The participation or involvement of the Insured Person in a criminal act;

- (k) The Insured Person's practice or utilization, either as pilot or passenger, of a ULM, sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.
- (3) the Company is not liable for expenses incurred:-
  - (a) for medical care incurred in Malaysia except as provided in the Medical Expenses described above;
  - (b) Pre-Existing conditions;
  - (c) Pregnancy and its consequences;
  - (d) mental or emotional disorder
  - (e) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
  - (f) cosmetic surgery, apart from reconstructive surgery in consequence of a covered Accident;
  - (g) follow-up non-medical treatment of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
  - (h) ophthalmologic care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of an injury from a covered Accident, which makes usage medically necessary;
  - care provided by a chiropractor, osteopath, herbalist, acupuncturist or any other practitioner of alternative medicine;
  - (j) non-emergency medical check-ups;
  - (k) vaccinations and their complications.

### **SECTION 4 - PERSONAL LIABILITY COVER**

The Company agrees to indemnify the Insured Person against his/her personal liability at law for damages and any claimant's cost and expenses up to the maximum limit specified for Personal Liability in the Summary of Benefits in respect of:-

- (a) accidental bodily injury to persons
- (b) accidental damage to property

happening during the Trip. Provided that the total aggregate limit of liability of the Company for all claims under this section in respect of such damages and/or costs and expenses incurred with the written consent of the Company in the defense or settlement of any such claim shall not exceed the maximum limit specified for Personal Liability in the Summary of Benefits.



### <u>Special Exclusions to Section 4 – Personal</u> <u>Liability Cover</u>

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

- (1) any deliberate and wrongful damage or harm caused by the Insured Person;
- (2) any willful, malicious or unlawful act by the Insured Person;
- (3) any non-pecuniary loss;
- (4) accidental loss or damage to property belonging to or held in trust or in the care, custody or control of the Insured Person or any of his employees or any member of his family or household:
- (5) arising out of any business, trade or profession;
- (6) arising out of an agreement unless liability would have arisen in the absence of such agreement;
- (7) bodily injury to or sickness of any person who is under a contract of employment, service or apprenticeship with the Insured Person when such injury or sickness arises out of and in the course of their employment with the Insured Person:
- (8) arising out of the use, ownership or possession of firearms, aircraft, watercraft, hovercraft, mechanically propelled vehicles, lifts, animals of a dangerous species or livestock of any kind;
- (9) damage caused by or to buildings or parts of building owned, rented or occupied by the Insured Person;
- (10) any claim arising from an Insured Person being insane or under the influence of or affected by drugs (other than drugs prescribed by a licensed Physician), intoxicating liquor or solvents;
- (11) the Insured Person's participation in any act of civil or foreign war, sabotage, riots, public demonstrations, strikes and lock-outs.

# Special Conditions applicable to Section 4 – Personal Liability cover

Upon the happening of any event which may give rise to a claim under this Section, the Insured Person shall provide written notice to the Company with full particulars within Thirty (30) days from the incident date. Every letter, claim, writ of summons or process in respect of such claim shall be forthwith forwarded to the Company upon receipt of the same by the Insured Person. No admission offer, promised payment or indemnity shall be made or given by or on behalf of the Insured Person without the written consent of the Company, who shall be

entitled to take over and conduct in the name of the Insured Person. The insured person shall give all such assistance as the Company may require to defend or settle any claim or to prosecute in the name of the Insured person for his/her own benefit. The Company shall have full discretion in the conduct of any proceedings and settlement of any claim.



# 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 of 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 farepaying 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 prerequisite 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) Extension of Cover
  Extension of insurance coverage up to maximum 3 days (only for the return flight).
  The extension covers any insured person whose actual itinerary does not correspond to the original itinerary due to rescheduling of flight by AirAsia. Tune Insurance Malaysia Berhad will honor valid claims in such a scenario.
- (26) 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.