



## Tune Protect Travel - AirAsia Return International Plan (WPUA)

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

The benefit(s) payable under eligible policy is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tune Insurance Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

### Summary of Benefits

Coverage is afforded as follows:-

Benefit		Limit of Benefit
<b>1. Personal Accident Benefit</b>		
	Personal Accident - Accidental Death or Permanent Bodily Disablement	Up to RM200,000
<b>2. Travel Inconvenience Benefits</b>		
2 (a)	Trip Cancellation - Reimbursement for unused & non-refundable portion of Air Ticket and accommodation if You are prevented from taking the Scheduled Flight on the First Scheduled Departure Date due to Insured events	Up to RM5,000
2 (b)	Trip Curtailment - Reimbursement for unused & non-refundable portion of Air Ticket and accommodation or reimbursement for additional cost of Air Ticket if you need to return to Malaysia due to insured events.	Up to RM5,000
2 (c)	Loss or Damage to Checked-In Baggage - Cover loss or damage to Your Checked-In Baggage and/or baby stroller	Up to RM5,000 (RM150 for each damaged Checked-In Baggage and/or RM300 for each one lost Checked-In Baggage)
2 (c) i	Baggage Delay - For every 6 consecutive hours delay from arrival time of Scheduled Flight to time You receive Your luggage	Up to RM800.00 (RM200.00 per 6 consecutive hours of delay)
2 (d)	On-Time Guarantee - Delay more than 2 consecutive hours from scheduled departure time	RM200.00
2 (e)	AirAsia Flight Delay - Flat payment for every subsequent 6 consecutive hours delay of the original departure Scheduled Flight, excluding the delay period covered in Section 2(d) On-Time Guarantee	Up to RM1,050.00 (RM150.00 per subsequent 6 consecutive hours of delay)
2 (f)	Common Carrier Delay - Flat payment for every 6 consecutive hours delay from the original departure time of the scheduled Common Carrier	Up to RM1,050.00 (RM150.00 per 6 consecutive hours of delay)
2 (g)	Missed Flight Connection - No AirAsia 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 of delay)
2 (h)	Loss of Personal Money	Up to RM1,000.00
2 (i)	Expenses incurred arising from Loss of Travel Documents	Up to RM1,000.00

2 (j)	Travel Reroute – Delay more than 6 consecutive hours from scheduled arrival time caused by rerouting of the Scheduled AirAsia flight, as a result of strike/industrial action, adverse weather conditions, mechanical breakdown or life-threatening medical reason.	Up to RM450 (RM150 per 6 hours of delay )
2 (k)	Hijack Distress Allowance – When Your flight is hijacked and Your Trip is interrupted for more than 6 consecutive hours	Up to RM 1,000 (RM500 per 6 consecutive hours of detention )
2 (l)	Home Care Benefit – Pays for physical loss or damage to Your Home Contents in Malaysia as a result of occurrence of Theft in Your Home while You are travelling	Up to RM3,000
<b>3. Medical and Evacuation Expenses</b>		
3 (a)	Accidental & sickness Medical expenses Reimbursement – Reimbursement of medical expenses incurred due to Accident or Sickness	Up to RM175,000.00 (Excess RM50.00 per claim)
3 (b)	Emergency Medical Evacuation & Mortal Remains Repatriation – Emergency medical evacuation or repatriation expenses incurred due to Accidental injury, Sickness or death	Up to RM300,000.00
3 (c)	Compassionate Visit	Up to RM5,000.00
<b>4. Personal Liability</b>		
	Personal Liability	Up to RM500,000.00
<b>5. 24 hours Worldwide Travel Assistance Services</b>		Included

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**Other Limitations:-**

- Ground cover for the Trip is limited to that within the legal boundaries of Country of Arrival only. If You travel beyond the boundary of the Country of Arrival, cover will exclude the geographical limits beyond the boundary of that country.
- If You depart on any Scheduled Flight, to travel outside the Country of Arrival, this insurance cover will suspend upon Your check-in for that out-bound flight. Cover will however resume upon Your 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 Your Scheduled Flight.
- If You depart on any others mode of transportation other than Your Schedule Flight, to travel outside the Country of Arrival, this insurance cover will suspend upon Your check-out from the immigration of the Country of Arrival. Cover will however resume upon Your 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 Your Scheduled Flight.
- 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.
- The duration for each Trip shall not exceed thirty (30) consecutive days from the commencement date of Trip.

## Tune Protect Travel - AirAsia – Return International Plan (WPUA)

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

### Definitions

“Accident”	refers to an event causing Bodily Injury occurring entirely beyond control and caused by violent, external and visible means.
“AirAsia Credit Shell”	refers to amount credited by AirAsia into Your AirAsia ID.
“Air Ticket” (also known as seats purchased under AirAsia’s e-ticketing system)	refers to any air ticket(s) issued in Your name by AirAsia for a journey as mentioned in the itinerary (the electronic acknowledgement generated upon an internet purchase)
“Europ Assistance”	refers to the emergency assistance company appointed by Us.
“Bodily Injury”	refers to injury suffered by You caused solely and directly by an Accident during the Trip, excluding any Sickness, disease or medical disorder.
“Certificate of Insurance”	refers to the confirmation of Tune Protect Travel - AirAsia – Return Plan, which is electronically generated upon an online purchase.
“Checked-In Baggage”	refers to baggage that is checked-in with AirAsia and accompanied by AirAsia baggage tag.
“Civil War”	refers to armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. This definition includes armed rebellion, revolution, sedition, insurrection, coup d’etat, and the consequences of martial law.
“Common Carrier”	refers to any registered operator, who is licensed with the local government and 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 Arrival”	refers to country where You 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 Your FlightSchedule.
“Foreign War”	refers to armed opposition, whether declared or not, between two or more countries.
“Hijack”	refers to any unlawful seizure, or exercise of control or threat by force or violence with wrongful intent.
“Home”	refer to Your residence in Malaysia.
“Home Contents”	refers to household furniture, fixtures, fittings and furnishings, clothing and personal effects belonging to You who permanently resides in Malaysia.
“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 twenty four (24) hours nursing service and

	<p>medical supervision and a place that :</p> <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 or in facilities available to the Hospital on a pre-arranged basis.</li> </ul>
"Immediate Family Member"	<p>refers to Your:-</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) grandparents-in-law ;</li> <li>(x) grandchildren ;</li> <li>(xi) legal guardian;</li> <li>(xii) ward ;</li> <li>(xiii) step or adopted children;</li> <li>(xiv) step parents;</li> <li>(xv) aunts;</li> <li>(xvi) uncles,</li> <li>(xvii) nieces,</li> <li>(xviii) nephews</li> </ul> <p>who reside in Your principal country of residence.</p>
"Insured AirAsia Guest"	<p>refers to the covered guest who has been issued with an Tune Protect Travel - 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.</p>

'Insured Person, You, Your"	<p>refers to an Insured AirAsia Guest whom an Air Ticket has been purchased and who has been issued with a Tune Protect Travel - AirAsia – Return Plan Certificate of Insurance for that Scheduled Flight(s).</p>
Incoming connecting flight	<p>refers to AirAsia flight boarded by You from first point of departure whom You had purchased Tune Protect Travel - AirAsia.</p>
Onward connecting flight	<p>refers to Scheduled Flight by AirAsia booked by You for Your onward journey after disembarking from the Incoming AirAsia connecting flight.</p>
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"	<p>refers to a doctor of medicine or a doctor of osteopathy licensed to render medical services or perform Surgery in accordance with the laws of the jurisdiction where such professional services are performed, however, such definition will exclude chiropractors and physiotherapists. The consulting Physician cannot be You, Your spouse, a person booked to accompany You on the Flight, Your immediate Family Member.</p>
"Pre-Existing Condition"	<p>refers to any Sickness, disease or other abnormal medical condition of You or Your Immediate Family Member which existed ninety (90) days prior to the purchase of the Air Ticket(s):-</p> <ul style="list-style-type: none"> <li>(a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused</li> </ul>

	<p>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>
"Professional Sport(s)"	refers to any sports engagement by You, where You could earn income or remuneration by participation.
"Public Transportation"	refers to rail, bus, coach, taxi or ferry services used by You to board the Scheduled Flight.
"Reasonable and Customary Charges"	refers to expenses charged for medical/Hospital treatment, supplies or services medically necessary to treat Your condition; it should not exceed the usual level of incurred charges for similar local treatment, supplies or medical services in the accepted medical standard and practice.
"Scheduled Flight"	refers to commercial flights scheduled by AirAsia.
"Serious Illness"	Whenever applied to You or Your Immediate Family Member it shall mean Sickness certified as being life threatening and requiring immediate treatment by a Physician and which results in You or Your Immediate Family Member being certified by that Physician as unfit to travel or to continue with Your original Flight.
"Sickness/Illness"	refers to any noticeable change in Your physical health that requires the care of a Physician acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this present Policy.
"Theft"	<p>refers to permanent loss or damage of belongings where:</p> <ul style="list-style-type: none"> <li>- there is physical evidence of a break-in of a premise.</li> <li>- the belongings are taken without Your consent.</li> </ul>

"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
"Travel Reroute"	refers to the event where Your flight is rerouted to a different airport from Your Departure or Arrival point.
"Trip"	refers to the period between the Commencement of Cover and Expiry of Cover.

### Period of Insurance

Commencement of Cover	<p>(1) Except for Trip Cancellation benefit, the cover commences upon Your check in at the airport on the First Departure Date for a Scheduled Flight.</p> <p>(2) The cover for Trip Cancellation benefit commences twenty four (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 Trip Cancellation benefit, the cover ends:</p> <p>(a) upon Your departure from the airport at the Country of Arrival</p> <p><b>OR</b></p> <p>(b) Upon expiry of thirty (30) days from the First Departure Date;</p> <p><b>OR</b></p> <p>(c) upon checking in at point of immigration for travel outside the Country of Arrival, other than return to Malaysia.</p> <p><b>whichever comes first</b></p> <p>(2) The cover for Trip 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 You to suffer Bodily Injury which results in the Insured Person's death or permanent disablement, We will, subject to the exclusions, limitations, provisions and terms of the Policy, pay compensation as provided in the Table of Compensation below:-

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

Provided that:-

- (1) such death or permanent disablement occurs within 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 We shall be liable to You is one hundred percent (100%) of the Limit of Benefit specified for Personal Accident Benefits as detailed in the Summary of Benefits.

### Exposure and Disappearance Extension

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

If the Insured Person's body has not been found within 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 We shall forthwith pay the benefit under this Policy provided the person or persons to whom such benefit is paid shall sign an

undertaking to refund such sum to Us if the Insured Person is subsequently found to be living.

## SECTION 2 - TRAVEL INCONVENIENCE BENEFITS

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

### Section 2 (a) – Trip Cancellation

We shall reimburse You up to the maximum limit as specified for Trip Cancellation in the Summary of Benefits for any unused and non-refundable portion of the Air Ticket and accommodation if at the time of scheduled departure, You are prevented from taking the Scheduled Flight on the First Scheduled Departure Date due to the occurrence of any one of the following events:-

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

### Section 2 (b) – Trip Curtailment

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

- (i) Any unused and non-refundable portion of the Air Ticket and accommodation if at the time of scheduled departure You have to curtail Your Trip

to return directly to Malaysia due to insured events;

OR

- (ii) Any incurred additional cost of Air Ticket if you need to return directly to Malaysia due to the insured events.

The insured events include:

- (a) Your hospitalisation due to Serious Illnesses or serious accidental Bodily Injury;
- (b) Your Emergency Medical Evacuation of by Europ Assistance;
- (c) Death of Your Immediate Family Member;
- (d) Hospitalisation of Your Immediate Family Member which requires Your presence.

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

**Special Exclusions applicable to Section 2(a) – Trip Cancellation and Section 2(b) – Trip Curtailment**

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

- (i) criminal acts committed by You;
- (ii) war, riot, popular movements, terrorist acts;
- (iii) any-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) – Loss or Damage to Checkin-in Baggage**

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

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

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

- (a) We shall not be liable for any loss or damage resulting from:-

- (1) breakage of brittle or fragile articles
- (2) confiscation or expropriation by order of any government or public authority
- (3) criminal acts
- (4) gradual deterioration or wear and tear
- (5) insects or vermin
- (6) inherent vice or damage
- (7) mysterious disappearance
- (8) transportation of contraband or illegal trade
- (9) seizure whether for destruction under quarantine or custom regulation or not

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

The delay shall be calculated from the original scheduled arrival time of the Scheduled Flight until actual receive date and time of the baggage by You. A letter from AirAsia or its handling agents confirming the actual date and time of baggage delivery shall suffice as proof for purposes of claim for this benefit.

**Special Exclusions applicable to Section 2 (c) 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.
- (4) Insured did not purchase baggage allowance on the scheduled flight.

**This Policy shall not pay for 2(c) Loss or Damage to Checked-In Baggage and 2(c) i Baggage Delay at the same Time for any one Scheduled Flight**

**with the exception if the Baggage was later found damaged or lost upon receipt of Baggage.**

## **Section 2 (d) – On-Time Guarantee**

In the event Your Scheduled Flight is delayed for at least two (2) consecutive hours from the original scheduled time specified in the itinerary supplied to You, We will pay You RM200.00 (Ringgit Malaysia Two Hundred) only.

Original scheduled time shall means:

- i. the time printed in Your itinerary;
- ii. any new departure time which AirAsia has advised You, not less than twenty four (24) hours from the original scheduled time of flight departure on the flight itinerary.

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

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

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

- (a) any illegal or unlawful intention act by You.
- (b) any breach of government regulation or any failure by You 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.
- (c) Your failure to check in according to the itinerary supplied to You.
- (d) Your failure to board the next available flight offered by AirAsia.
- (e) airport closure, airport curfew, strike, air traffic flow management restrictions or industrial action of companies/carrier involving other than AirAsia and already in existence on the date of the Scheduled Flight.
- (f) any prohibition or regulations by any government or immigration authority.
- (g) You are not fit to travel or is travelling against the medical advice of a Physician.
- (h) any rescheduling or delay which You have been made aware of twenty four (24) hours prior to the First Scheduled Departure Time in the travel itinerary.
- (i) any travel insurance purchased within **four (4) hours** from the First Scheduled Departure Time as stated in Your ticket or travel itinerary.

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

In the event Your Scheduled Flight during a Flight is delayed for a subsequent six (6) consecutive hours

from the original scheduled time specified in the itinerary supplied to You, We will pay You RM150.00 (Ringgit Malaysia One Hundred and Fifty) only for the subsequent six (6) consecutive hours of delay, followed by further sum of RM150.00 (Ringgit Malaysia One Hundred and Fifty) only for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

The delay shall be calculated from the original scheduled departure time of the Scheduled Flight until the commencement of the first available alternative flight offered by AirAsia, excluding the delay period compensated by Section 2(d) On-Time Guarantee.

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

We shall not be liable for any loss arising from:-

- (a) Your failure to check in according to the itinerary supplied to You.
- (b) Your failure to board the next available flight offered by AirAsia.
- (c) Your failure to obtain written confirmation from AirAsia or its handling agents of the number of hours delayed and the reason for such delay
- (d) airport closure, airport curfew, strike, air traffic flow management restrictions or industrial action of companies/carrier involving other than AirAsia and already in existence on the date of the Scheduled Flight.
- (e) Your the late arrival at an airport (except for late arrival caused by a strike or an industrial action).
- (f) any rescheduling or delay which You have been made aware of twenty four (24) hours prior to the First Scheduled Departure Time in the travel itinerary.
- (g) any travel insurance purchased within **four (4) hours** from the First Scheduled Departure Time as stated in your ticket or travel itinerary.

## **Section 2 (f) – Common Carrier Delay**

In the event Your 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 You, 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, We will pay You RM150.00 (Ringgit Malaysia One Hundred and Fifty) only for the first six (6) consecutive hours of delay, followed by further sum of RM150.00 (Ringgit Malaysia One Hundred and Fifty) only for every six (6) consecutive hours of delay thereafter, up to the



maximum limit as specified in the Summary of Benefits.

The delay shall be calculated from the original scheduled 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.

**Special Exclusions applicable to Section 2 (f) – Common Carrier Delay**

We shall not be liable for any loss arising from:-

- (a) Your failure to check in according to the itinerary supplied to You
- (b) Your failure to 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) Your late arrival at an airport (except for late arrival caused by a strike or an industrial action).
- (e) arising from cancellation or rescheduling of the scheduled departure time unless due to natural disaster or equipment failure.

**Section 2 (g) – Missed Flight Connection**

In the event the Onward connecting AirAsia 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, We will pay You RM300 (Ringgit Malaysia Three Hundred) only for every 6 consecutive hours delay up to a maximum limit as specified in the Summary Of Benefits.

We shall reimburse You 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 (g) – Missed Flight Connection**

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

- (1) any illegal or unlawful intentional act by You
- (2) any breach of government regulation or any failure by You 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) Your failure to check in according to the itinerary supplied to You.
- (4) Strike, air traffic flow management restrictions or industrial action existing on the date the flight is arranged.
- (5) any prohibition or regulations by any government or immigration authority.
- (6) You are not fit to travel or is travelling against the medical advice of a Physician.
- (7) Your voluntary cancellation of a Scheduled Flight
- (8) the Onward connecting flight departure time is less than 3 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 (e) – AirAsia Flight Delay or Section 2 (f) – Common Carrier Delay or Section 2 (g) – Missed Flight Connection but not all together.**

**Section 2 (h) – Loss of Personal Money**

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

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

**Special Exclusion to Section 2(h) – Loss of Personal Money**

We 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 (i) – Loss of Travel Documents

If You lose Your passports or visa during Your Trip as a result of robbery, burglary, Theft or natural disaster, We shall reimburse the reasonable and necessary expenses incurred for:

- i) Replacing Your passport or visa;
- ii) Any additional travel and accommodation expenses incurred for the purpose of obtaining Your replacement passport or visa;

Provided always that:-

- (a) You shall exercise reasonable care for the safety and supervision of the property;
- (b) You travel documents are not left unattended;
- (c) any loss of passport must be reported to the police having jurisdiction at the place of loss within twenty four (24) hours of the discovery of loss.

## Section 2 (j) – Travel Reroute

In the event Your original scheduled time of arrival is delayed for at least six (6) consecutive hours from the itinerary supplied to You, and this delay is due to rerouting of the Scheduled Flight, as a result of strike/industrial action, adverse weather conditions, mechanical breakdown or life-threatening medical reason which requires emergency reroute to the nearest airport with medical facility in the vicinity, We will pay You RM150.00 (Ringgit Malaysia One Hundred Fifty) only for the first six (6) consecutive hours of delay, followed by further sum of RM150.00 (Ringgit Malaysia One Hundred and Fifty) only for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

The delay shall be calculated from the original scheduled arrival time of the Scheduled Flight until the actual arrival time 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 (j) – Travel Reroute**

We shall not be liable for any loss arising from:-

- (a) delay in arrival at the destination as a result of delay in departure of the Flight.
- (b) Your failure 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.

## Section 2 (k) – Hijack Distress Allowance

In the event Your flight is hijacked during your Trip and You are detained for more than six (6) consecutive hours, We will pay You RM500.00 (Ringgit Malaysia Five Hundred) only for the first six (6) consecutive hours of delay, followed by further sum of RM500.00 (Ringgit Malaysia Five Hundred) only for every six (6) consecutive hours of delay thereafter, up to the maximum limit as specified in the Summary of Benefits.

Any claims under Section 2 (k) – Hijack Distress Allowance must be accompanied by a police report or a report issued by the carrier confirming that You were a victim of Hijack and the duration of such Hijack.

## Section 2 (l) – Home Care Benefit

We will, by payment or at Our option by reinstatement or repair, indemnify You up to the amount stated in the Summary of Benefits against physical loss or damage as a result of Theft to Your Home Contents in Malaysia that was left vacant during the Trip.

### **Special Exclusions to Section 2 (l) – Home Care Benefit**

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

- (a) any losses or damage occasioned through Your willful act or Your involvement;
- (b) losses of Your property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- (c) consequential loss or damage of any kind;
- (d) Losses recoverable from any other insurance taken up by You.
- (e) This benefit does not cover:-
  - Motor vehicles or boats
  - Livestock
  - Bicycles and any equipment or accessories relating thereto.
  - Automobiles and automobile equipment, trailers and caravans, boats and other means of transport equipment
  - Identity paper, credit and payment cards, transport tickets, cash, stocks and securities
  - Antiques
  - Artifacts
  - Musical instruments, objects of art, antiques, collector's items, furniture
  - Perishables and consumables

## SECTION 3 – MEDICAL AND EVACUATION EXPENSES

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

We will indemnify You up to the maximum limit for Medical Expenses Reimbursement as specified in the Summary Of Benefits subject to an excess of RM50.00 (Ringgit Malaysia Fifty) only per claim for Medical Expenses which are all Reasonable and Customary Charges incurred due to an Accident or Sickness sustained during a Trip.

In the event of hospitalisation, Europ Assistance, may be able to arrange, on a case-by-case basis, subject to Our approval, 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 follow-up treatment must be received in Malaysia and incurred within thirty (30) days from the expiry date of the respective Tune Protect Travel - AirAsia – Return Plan Certificate of Insurance issued to You under this Policy.

The maximum sum payable for follow-up treatment Medical Expenses incurred in Malaysia shall not exceed ten percent (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) anesthetic (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 You require evacuation in a medical emergency due to an Accident or Sickness occurring during the Trip, Europ Assistance must be contacted immediately to approve the emergency evacuation and organise for an emergency medical transport to the nearest medical facility that is adequately equipped to treat Your medical condition. The type of transportation will depend on the availability and the gravity of Your condition.

In the event that medical repatriation is necessary, Europ Assistance must be contacted immediately to approve and organize Your repatriation back to Your Home or habitual residence in Malaysia. Alternatively, Europ Assistance will arrange for the resumption of Your 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 the Insured Person's death due to an Accident or Sickness during the Trip, Europ Assistance will organise the repatriation of the Insured Person's 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.

Please contact Europ Assistance Call Centre Hotline (603) 7628 3647 or Travel & Medical Hotline (603) 7628 3650 at any time for assistance. Please provide Us all relevant information and Europ Assistance will assist You accordingly. Please make sure You have details of Your Policy before You contact Us to ensure that We can assist You effectively.

**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 You are hospitalised overseas for more than five (5) days as a result of Accident or Sickness sustained whilst on the Trip and Your medical condition forbids evacuation, We 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 You, 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

We are 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 Your blood alcohol level equal to or superior

to that fixed by the laws regulating the use of automobiles;

- (d) suicide, attempt suicide or intentionally self-inflicted injury;
- (e) Your participation in any competition involving the use of motorised land, water or air vehicle;
- (f) Your participation in any Professional Sports;
- (g) Your riding or driving a motorcycle or motor scooter with an engine displacement over 123 cm<sup>3</sup>.
- (h) Your flying whether as a fare-paying passenger or not, in or on an aircraft that does not belong to an airline company or which is not registered or licensed for the transportation of fare-paying passengers on regular and published scheduled routes;
- (i) Your active service in any of the armed forces of any nation ;
- (j) Your participation or involvement in a criminal act;
- (k) Your practice or utilization, either as pilot or passenger, of a sailplane, hand glider, parasail, parachute, hot air balloon, and the like, or engaging in any aerial flight other than that as previously expressed.

(3) We are not liable for expenses incurred:-

- (a) for medical care incurred in Malaysia except as provided in the 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 ;
- (i) 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

Upon the happening of any event which may give rise to a claim under this Section, You shall provide

We agree to indemnify You against Your 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 Your liability for all claims under this section in respect of such damages and/or costs and expenses incurred with Our written consent in the defense or settlement of any such claim shall not exceed the maximum limit specified for Personal Liability in the Summary of Benefits.

### **Special Exclusions to Section 4 – Personal Liability Cover**

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

- (1) any deliberate and wrongful damage or harm caused by You;
- (2) any willful, malicious or unlawful act by You;
- (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 You or any of Your employees or any member of Your 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 You when such injury or Sickness arises out of and in the course of their employment with You;
- (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 You;
- (10) any claim arising from You being insane or under the influence of or affected by drugs (other than drugs prescribed by a licensed Physician), intoxicating liquor or solvents;
- (11) Your 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**

written notice Us 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 Us upon receipt of the same by You. No admission offer, promised payment or indemnity shall be made or given by or on behalf of You without Our written consent, who shall be entitled to take over and conduct in Your name. You shall give all such assistance as We may require to defend or settle any claim or to prosecute in Your name for Your own benefit. We 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 ;  | (9) any Pre-Existing Condition;  |
| (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; | (10) suicide, attempted suicide or any intentional self-inflicted injuries acted upon by You to Yourself whether sane or insane;   |
| (3) delay, seizure, confiscation, destruction, requisition, retention or detention by customs or any other government or public authority or official;  | (11) treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug related Accident;  |
| (4) any violation or attempt of violation of laws or resistance to arrest by appropriate authority;   | (12) any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;   |
| (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);   | (13) psychosis, mental or nervous disorders or sleep disturbance disorders;  |
| (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;  | (14) cosmetic or plastic surgery or any elective surgery;  |
| (7) during air travel except as a fare paying passenger in any properly licensed private and/or commercial aircraft operated by AirAsia Bhd;  | (15) any congenital defect which has manifested or was diagnosed before the policy commencement date;  |
| (8) any serious physical injury or disability   | (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 Our opinion 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) Your late arrival at the airport for the Scheduled Flight after the official check-in time;
- (22) Your failure to take reasonable measure to protect, save or recover lost luggage;
- (23) Your failure 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, Belarus, Cuba, Democratic Republic of Congo, Iran, Iraq, Israel, North Korea, Russian Federation (including Crimea), Somalia, Sudan, Syria, Ukraine and Zimbabwe.;
- (25) engaging, practicing or participating in Professional Sports when You 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 You if You are :-
  - (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
- (29) any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in

connection with, involving or arising out of any of the following – including any fear thereof, whether actual or perceived:

- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
- Coronavirus (COVID-19) including any mutation or variation thereof; or
- A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

If the insurer alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured.

*COVID-19 - Refers to an infectious disease caused by severe acute respiratory syndrome corona virus 2 (SARS-Cov-2).*

## 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 be done or complied with by the Insured or any claimant under this Certificate of Insurance shall be conditions precedent to any of Our liability to make any payment under this Policy.

### (3) Misrepresentation in Application

The benefits shall not be payable and the Policy, at Our option, shall be considered voidable in the event:-

- (a) there is a failure to disclose or misrepresentation of any fact with respect to You that are material to the insurance provided hereunder which is required to be furnished as evidence of insurability ; and/or
- (b) in all cases of fraud.

### (4) Alterations

We reserve the right to amend the terms and provisions of the Policy and may at any time be amended and changed by written agreement between Us and AirAsia Berhad. Any amendment to the Policy shall be binding on all persons whether insured under the Policy prior to, during, or after the effective date of the amendment. No alteration in the

Policy shall be valid unless approved by Our authorised representative and such approval be endorsed herein.

**(5) Currency of Payment**

Payment of any claim covered under this Policy shall be made in Malaysian currency or its equivalent in any other currency at the prevailing rate of exchange as declared by Bank Negara at the time of effecting payment if so required by You or Your permitted legal personal representatives.

**(6) Compensation Limit**

The compensation limit is that expressed in the Summary of Benefits.

**(7) Ages**

All ages referred to in this Policy shall be the age of Your last birthday.

**(8) Country of Residence**

Coverage provided to You 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, You shall:-

- (i) notify Us 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 Us;
- (ii) furnish to Us in writing, at Your own costs and expenses, any evidence and proof including but not limited to information, particulars, accounts, original receipt, invoices, Your statements, reports and any other documents as We may require and shall be in such form and of such nature as the We may prescribe.
- (iii) produce for Our examination pertinent documents at such reasonable times and shall co-operate with Us in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

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

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

account.

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

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

**(10) Proof of Loss**

Written proof of loss must be furnished to Us 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**

We, at Our own expense shall have the right to require additional proof and request medical examination of You when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

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

**(14) Sanctions Clause**

We are not liable to make any payment for

liability under any coverage sections of this Policy or make any payment under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of any country against which any laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us to provide insurance coverage transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits of payments will be made to any beneficiary who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or Us, Our parent company or Our ultimate controlling entity.

**(15) Receipts**

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

**(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 Us immediately one (1) year after date of any covered occurrence.

**(19) Arbitration Clause**

Any dispute which may arise between Us and You and/or Your legal representative in relation to the construction of the Policy or rights or liabilities of parties hereto shall be referred to arbitration. The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within 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 Us, You or Your legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which We 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) Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA)**

By virtue of the AMLATFPUAA, any suspicious transaction as classified by the law is required to be reported to Bank Negara Malaysia.

**(24) Sole Responsibility of Tune Protect Malaysia**

Any issues, matters or claims related in whole or part to insurance provided under this Certificate shall be the sole responsibility of Tune Protect Malaysia, and shall not in any way involve AirAsia.

**(25) Duplication of Cover**

In the event You are 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, We will only entertain the claim that You are covered under the Policy first issued.

**(26) 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. We will honor valid claims in such a scenario.

**(27) Flight Cancellation by AirAsia / Insured**

(a) the travel insurance policy will expire if You select the AirAsia Credit Shell. However, the premium will be refunded as a credit for You to buy a new Air Ticket of AirAsia flight.

- (b) the travel insurance policy will expire if You select Cash Refund pay-out. The premium will be included in the total amount you receive from AirAsia.

**(28) General Interpretation**

Wherever the context requires, the masculine form shall apply to the feminine and the singular term shall include the plural and vice versa.

**(29) Anti-Bribery And Corruption**

You shall comply, and/or shall procure or ensure that Your directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by Us and have in place adequate controls and procedures to prevent corruption.

In the event of a breach by You, We shall be fully entitled to terminate the Policy without any liability howsoever with written notice with immediate effect. You shall hold Us harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by You, Your directors, employees, subcontractors and/or agents.

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

- a) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - i. the use or operation of any Computer System or Computer Network;
  - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - iii. access to, processing, transmission, storage or use of any Data;
  - iv. inability to access, process, transmit, store or use any Data;
  - v. any threat of or any hoax relating to b) (i) to b) (iv) above;
  - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.

- c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- f) When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

**(31) Personal Data and Policy**

You have read the Tune Protect Privacy Policy (<https://www.tuneprotect.com/privacy-policy/>) and agree that all personal data provided to the Company by You and/or the Insured and/or acquired by the Company from the public domain, as well as personal data that arises as a result of the provision of cover to You and/or the Insured is subject to said Privacy Policy as may be varied from time to time.

**(32) Accuracy of Information**

This Policy is issued based on the information You have provided at the point of application and Our acceptance, inclusive (but not limited to) of the information/declaration You have provided at the pre- contractual stage of this Policy. In the event such information is inaccurate/ outdated, please notify Us of the same in writing, by visiting any of our branches or by email to [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com) within fifteen (15) days of the receipt of Your Policy and/or such information is no longer deemed applicable and/or inaccurate with reasonable proof. This enables Us to make the necessary amendments. In the event no notification is received or upon failure to notify of any inaccuracies, all the information under this Policy shall be deemed accurate.

**(33) Duty of Disclosure**

Where The Insured and/or The Master Policyholder has applied for this Policy wholly for purposes related to The Insured's trade, business or

profession, The Insured and/or The Master Policyholder has a duty to disclose any matter that The Insured and/or The Master Policyholder knows to be relevant and/or ought to reasonably know to be relevant to The Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected and/or ought to reasonably know to be relevant. Otherwise, it may result in avoidance of The Insured's and/or The Master Policyholder's contract of insurance, refusal or reduction of The Insured's and/or The Master Policyholder's Claim(s), change of terms or termination of The Insured's and/or The Master Policyholder's contract of insurance. The Insured and/or The Master Policyholder also has a duty to tell The Company immediately if at any time after The Insured's and/or The Master Policyholder's contract of insurance has been entered into, varied or renewed with The Company any of the information given in the Proposal Form (or when The Insured and/or The Master Policyholder applied for this insurance) is inaccurate or has changed.

This pre-contractual duty of disclosure for Consumer and Non-Consumer Insurance Contract(s) shall continue throughout the duration of said Contract, including instances of any variation, supplemental and/or renewal.





## IMPORTANT NOTICE

Every effort will be made by Our Company to fulfil Our obligation under the policy. If You are unhappy or dissatisfied with Our service or have any complaints, You may call or write to Us.

### **Tune Insurance Malaysia Berhad**

Complaints Unit

Level 9, Wisma Capital A,

No. 19, Lorong Dungun,

Damansara Heights,

50490 Kuala Lumpur.

Tel: 1800 88 5753

Fax: 603-2094 1366

Website: [www.tuneprotect.com](http://www.tuneprotect.com)

Email: [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)

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

The following are the contact details for OFS and BNM:

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

Level 14, Main Block,

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

Tel: 03-2272 2811

Fax: 03-2272 1577

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://www.ofs.org.my)

**OR**

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

Pengarah Jabatan LINK & Pejabat Wilayah

Bank Negara Malaysia

P.O.Box 10922

50929 Kuala Lumpur

Tel: 1-300-88-5465

Fax: 03-21741515

Email: [bnmtelexlink@bnm.gov.my](mailto:bnmtelexlink@bnm.gov.my)