eTiQa
General Takaful

TRIPCARE 360 TAKAFUL

INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like You agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their Contributions on the basis of Tabarru' (donation) to the General Takaful Fund (Fund) managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the Fund based on the concept of Tabarru'.

As the Takaful Operator, We are responsible for selecting Participants and to determine and collect the Contributions. We are also responsible for investing the Fund and paying Benefits to entitled Participants. All proceeds from investments will be credited into the Fund. The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. The relationship between You and Us is governed by the Wakalah (agency) contract.

The surplus from the Fund will be determined annually and will be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to Us for operating and managing the Fund, based on the contract of Ju'alah (reward), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims within the financial year. In the event of any deficit from the Fund, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the Fund is still in deficit, a Qard (interest-free loan) will be arranged. The Qard will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the Qard. If the surplus is less than Ringgit Malaysia Ten (RM10.00), We shall credit such sum into a charitable fund, which will be utilized as Amal Jariah on behalf of the Participants.

Your application to join this takaful scheme as a Participant has been accepted based on the application You have signed and any other information provided to Us. If You did not fill in an Application Form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive takaful cover for accident or incident as specified in the Schedule of Benefits that may happen to You during the Period of Takaful according to the terms and conditions of this takaful contract.

This takaful contract is made up of the Application Form, this Certificate and the Certificate of Cover/Schedule. You should read them together carefully to make sure that You get the cover You need.

This takaful scheme is governed by the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia. A requirement of this act is the establishment of a Shariah Committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah.

WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate wording.

This Certificate is issued in consideration of the payment of Contribution as specified in the Certificate of Cover and pursuant to the answers given in Your Application Form (or when You applied for this takaful) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us.

This Certificate sets out what You are covered for as shown in the Certificate of Cover and the circumstances where You are covered and not covered.

YOUR DUTY TO INFORM US

1. Communication
All communication to Us must be in writing or You may contact Our Etiqa Oneline at 1300 13 8888.

2. Duty of disclosure before this takaful is granted

i) Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application Form (or when You applied for this takaful) i.e. You should have answered fully, accurately and truthfully to the best of Your knowledge. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You are also required to disclose any other matter(s) that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

ii) If You do not fully, accurately and truthfully provide this information, the takaful may not be valid or the Certificate may not cover You fully.

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

i) require You to pay an additional Contribution for the increase risk;
ii) make changes to the terms and conditions of this Certificate; or
iii) leave the Certificate terms, conditions and Contribution unaltered.

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

GENERAL DEFINITIONS

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

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

Baggage means each of Your suitcases, trunks and its contents which belong to You that are worn, used or carried by You during the Trip.

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

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

Burglary means theft following forcible and violent entry or exit from the premises.

Cancellation Expenses means loss of irrecoverable deposits or charges for advance payments for travel or accommodation or other charges which are forfeited pursuant to provisions of the related contract for which proof of such forfeiture should be provided.

Certificate means Your takaful contract which consists of this Certificate wording, Certificate of Cover, Schedule and any Endorsement.

Certificate of Cover means the Certificate of Cover which is incorporated and forms part of this Certificate.

Child or **Children** means Your natural or step or legally adopted unmarried child or children that are not in full time employment, aged between forty-five (45) days to eighteen (18) years of age [or under twenty-three (23) years old if still studying full-time in a recognised educational institution] on the Effective Date of Takaful.

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

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

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

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

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

Contribution means any amount We require You to pay under this Certificate and includes Government charges.

Covered Person, You, Your means each person as named in the Certificate of Cover and/or Schedule.

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

Curtailment means the abandonment or the cutting down on the duration of Your Trip after Your arrival at the booked destination as shown on the booking invoice and return directly to a place of residence in Malaysia as soon as practicable due to:

a) Serious Bodily Injury or Serious Illness of the Covered Person;
b) Death, Serious Bodily Injury or Serious Illness of a Family;
c) Hijacking of the aircraft in which the Covered Person is on board as a passenger;
d) Natural disasters;
e) Act of Terrorism; or
f) A fire or natural disaster resulting in serious damage to Your place of residence in Malaysia;

which prevent You from continuing with Your planned Trip.

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

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

Effective Date of Takaful means the Effective Date on the Certificate of Cover and/or Schedule.

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

Excess means the first amount payable by You in the event of a claim and is the uncovered portion of Your loss under this Certificate.

Expeditions means a journey by land or sea undertaken into remote or inaccessible areas by a person or group of people for the purpose of exploration and/or scientific research. It necessitates being self-sufficient and equipped for the intended area and duration of the journey.

Family means the Covered Person’s Spouse, parent, parent-in-law, grandparent, Child(ren), brother or sister, who are residing in Malaysia.

General Takaful Fund (Fund) means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

Golf Equipment means golf-related equipment normally used for playing golf, including clubs, golf shoes, golf bags, and non-motorised golf trolley. Golf equipment does not include items such as, gloves, headwear, eyewear, golf balls, ball markers, tees, caps and hats.

Hazardous Sports and Activities means any sports or activities that require a degree of skill and involves exposure to risk, including but not limited to:
a) Any speed contest or racing (other than on foot);
b) Any professional competition or sports;
c) Racing, motor rallies, horse riding and competitions;
d) Mountaineering (reasonably requiring the use of ropes and guides), rock climbing, caving, pot-holing, hiking/trekking in remote areas unless with licensed guides;
e) Any activity involving the Covered Person being airborne (whether suspended or not) not limiting to parachuting, ballooning, hand gliding, bungee jumping, sky diving or high diving;
f) Any underwater activities involving the use of underwater breathing apparatus, water sports, white water rafting, ocean yachting;
g) Winter sports (excluding curling and skating);
h) Association or rugby football;
i) Motorcycling (unless licensed in the country where the Accident took place and whilst wearing a helmet);
j) Expeditions; or
k) Hunting trips.

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

Home means Your usual place of residence in Malaysia.

Home Contents means household furniture, furnishings, clothing and personal belongings owned by You, members of Your family or domestic servants who permanently live with You in Your Home including fixtures and fittings which You own or are responsible for (except landlord's fixtures and fittings – for rental house). Home Contents does not include antiques, artifacts, paintings, objects of art or intrinsic value, manuscripts, financial securities of any kind, money, stamps, travel document, credit cards, bonds, coupons, negotiable instruments, title deeds, driving license, identity cards, motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.

Hospital means a registered institution under supervision of physicians, established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:
a) Twenty-four (24) hours nursing services by registered and graduate nurses; and
b) Diagnostic and major surgery.

A Hospital is not:
a) Primarily a clinic;
b) A convalescent, nursing or rest home;
c) A rehabilitation center for alcoholics or drugs addicts; or
d) A home for the elderly or infirmed.

Hibah means a transfer of ownership of an asset from a donor (*wahib*) to a recipient (*mahbub lahu*) without any consideration.

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

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

Ju'alah is a reward contract in which one of the parties offers specified reward(s) to anyone who will achieve a determined result in a known or unknown period. In relation to this Certificate, it refers to the reward given to Us agreed upfront by You and Us for good management of the Fund.

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

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

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

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

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

Nominee means the person that the Participant has nominated to receive the takaful benefit payable under this Certificate upon Your death. The nomination must be registered with Us.

Financial Markets Ombudsman Service or **FMOS** means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

Period of Takaful means the period during which the coverage under this Certificate is effective, as stated in the Certificate of Cover and/or Schedule.

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

Plan(s) means the coverage indicated in the Certificate of Cover:

a) **Individual Plan** means a plan for the Covered Person named in the Certificate of Cover and who is aged between sixteen (16) and seventy (70) years,

b) **Senior Citizen Plan** means a plan for the Covered Person named in the Certificate of Cover and who is aged between seventy-one (71) and eighty (80) years.

c) **Individual & Spouse Plan** means the Certificate covers You and Your Spouse, who are named as Covered Persons in the Certificate of Cover.

d) **Family Plan** means the Certificate covers You, Your Spouse and Your Child(ren), who are named as Covered Persons in the Certificate of Cover.

Participant means the individual which the Certificate is issued to provide cover for the Covered Person.

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

a) The Covered Person had received or is receiving treatment;

b) Medical advice, diagnosis, care or treatment has been recommended;

c) Clear and distinct symptoms are or were evident; or

d) The condition would have been apparent to a reasonable person in such circumstances.

Qard, in the context of this Certificate, it means an interest-free loan which is given by Us to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to Our mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to Our mismanagement or negligence, We will make the outright transfer for the insufficiency.

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

Serious Bodily Injury or **Serious Illness** whenever applied to the Covered Person, is one which requires treatment by a Medical Practitioner and which results in the Covered Person being certified by that Medical Practitioner as unfit to travel or continue with the planned Trip. When applied to the Family, it shall mean Bodily Injury or Illness certified by a Medical Practitioner as being dangerous to the life of the Family and which results in the discontinuation or cancellation of the planned Trip.

Spouse means Your legal husband or wife under a marriage recognised by Malaysian law, aged between eighteen (18) and seventy (70) years of age on the Effective Date of Takaful. Only one (1) Legal Spouse is eligible to be covered under this Certificate.

Specified Cause means:

a) The Covered Person dying or becoming ill (excluding illness and/or incidences arising from COVID-19) or sustaining Bodily Injury rendering them unfit to travel in the opinion of a Medical Practitioner;

b) The death of Family or Bodily Injury and/or Illness of Family (excluding illness and/or incidences arising from COVID-19) necessitating a Hospital Confinement;

c) Jury service, subpoena or kidnapping of the Covered Person;

d) Cancellation of scheduled Common Carrier services consequent upon strike, riot or civil commotion;

e) Following the first announcement, advice, warning, restriction and/or declaration issued by any governmental bodies of the Malaysian government, and/or the government of any destination country(ies) including UN, WHO, and/or any other global authorities declaring it unsafe, hazardous, precarious and/or dangerous for any travel to be undertaken until such announcement, advice, warning, restriction and/or declaration fully and/or completely and/or effectively uplifted and/or removed; All or any other and/or subsequent announcement, advice, warning, restriction and/or declaration shall not be considered as a separate and distinct event from the first announcement;

f) Natural disasters which prevent the Covered Person from continuing with their planned Trip; or

g) The Covered Person's residence becoming uninhabitable following fire, storm, or flood occurrence such that the Covered Person's presence is required on the premises on the scheduled departure date as stated on the travel ticket,

where, for paragraphs (a) to (f), the events mentioned occur within thirty (30) days before the scheduled departure date as stated on the travel ticket, and for paragraph (g) the event occurs within seven (7) days before the scheduled departure date as stated on the travel ticket.

Tabarru' means contribution, donation or gift. In the context of this Certificate, it means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

Terrorism means an act or acts, of any person or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

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

Trip means:

1. **International Trip** means a return trip from Malaysia to Your planned destination to Area of Travel under Area 2, Area 3 or Area 4 for leisure or business purposes. Journey commencing six (6) hours prior to the scheduled departure time for a direct journey to the place of embarkation in Malaysia and ceases on whichever of the following occurs first:
   a) Six (6) hours after booked arrival time at the final destination in Malaysia;
   b) Immediate upon arrival at Your Home; or
   c) The expiry of the Period of Takaful at 23:59 pm Malaysian time, on the date specified in the Certificate of Cover.

   For 'Per Trip', the duration shall not exceed one hundred eighty (180) consecutive days from the commencement date of such trip.

   Annual Trip covers unlimited number of trips but the duration for each trip shall not exceed ninety (90) consecutive days from the commencement date of such trip.

   No cover is available for one-way international trip.

2. **Domestic Trip** means a return trip from Malaysia to Your planned destination within Malaysia for leisure or business purposes. This excludes any daily or routine commute to and from Your place of business, employment or work.

Journey commencing from the Effective Date of Takaful at 12:01 am Malaysian time and ceases on whichever of the following occurs first:
a) Immediate upon arrival at Your Home; or
b) The expiry of the Period of Takaful at 23:59 pm Malaysian time, on the date specified in the Certificate of Cover.

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

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

No cover is available for one-way domestic trip.

Valuables means articles of gold and/or silver, and/or other precious metal, semi-precious gems, furs and watches.

Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that You have appointed Us to invest and manage the General Takaful Fund on Your behalf. You have also authorized Us to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

We, Us or **Our** means Etiqa General Takaful Berhad and 24 Hours Travel and Medical Assistance Service provider appointed by Etiqa General Takaful Berhad.

AREA OF TRAVEL

Area 1 (Domestic)	Malaysia
Area 2 (Selected Asian Countries)	Bangladesh, Bhutan, Brunei, Cambodia, China (excluding Mongolia), Hong Kong, India, Indonesia, Japan, Laos, Macau, Maldives, Pakistan, Philippines, Sikkim, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Timor Leste and Vietnam.
Area 3	Worldwide excluding Malaysia, USA and Canada.
Area 4	Worldwide including USA and Canada (excluding Malaysia).
Comprehensive Sanctioned Countries/ Regions and Other Excluded Destination	Cuba, Iran, North Korea, Syria, Ukraine, Russia, Myanmar, Iraq, Palestine, Afghanistan, Belarus, Venezuela, Sudan, South Sudan, Israel, Antarctica, Nepal and Libya.

SCHEDULE OF BENEFITS

Section	Summary of Benefits (per trip)	Maximum Benefit Amount (RM) Per Person			
		Domestic	International		
			Silver	Gold	Platinum
A	**Personal Accident Benefits**				
A1	Accidental Death or Permanent Disability a. Per Adult; b. Per Child; c. Per Senior Citizen; or d. Per Family (overall family limit)	50,000 10,000 50,000 150,000	100,000 40,000 100,000 300,000	300,000 100,000 300,000 900,000	500,000 100,000 500,000 1,500,000
B	**Medical Expenses Benefits**	**Due to Accident only**	**Due to Accident or Illness**		
B1	Medical Related Expenses* (up to)	50,000 125,000 (overall family limit)	100,000 250,000 (overall family limit)	300,000 750,000 (overall family limit)	500,000 1,500,000 (overall family limit)
B2	Follow-up Treatment Expenses* (up to)	5,000 12,500 (overall family limit)	5,000 12,500 (overall family limit)	10,000 25,000 (overall family limit)	30,000 75,000 (overall family limit)
B3	Alternative Treatment Expenses* (up to)	Not Covered	Not Covered	Not Covered	1,000 2,500 (overall family limit)
B4	Compassionate Care (up to)	Not Covered	5,000	5,000	5,000
B5	Child Care / Guard and Return of Child(ren) (up to)	Not Covered	5,000	5,000	5,000
B6	Daily Hospital Income / Hospital Confinement Allowance (up to 20 days)	150 per day 375 per day (overall family limit)	150 per day 375 per day (overall family limit)	250 per day 625 per day (overall family limit)	350 per day 875 per day (overall family limit)
C	**Travel Inconveniences Benefits**				
C1	Trip Cancellation (up to)	Not Covered	Not Covered	20,000 50,000 (overall family limit)	50,000 125,000 (overall family limit)

Section	Summary of Benefits (per trip)	Maximum Benefit Amount (RM) Per Person			
		Domestic	International		
			Silver	Gold	Platinum
C2	Trip Curtailment (up to)	Not Covered	Not Covered	20,000 50,000 (overall family limit)	50,000 125,000 (overall family limit)
C3	Travel Delay (up to)	RM100 for the complete 2 hours delay 250 (overall family limit)	1,000 RM100 for the first complete 2 hours delay, RM250 for every complete 6 hours delay thereafter 2,500 (overall family limit)	2,000 RM100 for the first complete 2 hours delay, RM250 for every complete 6 hours delay thereafter 5,000 (overall family limit)	5,000 RM100 for the first complete 2 hours delay, RM250 for every complete 6 hours delay thereafter 12,500 (overall family limit)
C4	Baggage Delay (for at least 6 hours)	500 1,250 (overall family limit) Delay of Your baggage upon returning Home is not covered	Upon arrival in overseas 500 1,250 (overall family limit) Upon return to Malaysia 100 250 (overall family limit)	Upon arrival in overseas 800 2,000 (overall family limit) Upon return to Malaysia 150 375 (overall family limit)	Upon arrival in overseas 1,000 2,500 (overall family limit) Upon return to Malaysia 200 500 (overall family limit)
C5	Missed Travel Connection (for at least 6 hours delay)	Not Covered	400 1,000 (overall family limit)	500 1,250 (overall family limit)	600 1,500 (overall family limit)
C6	Hijacking Inconvenience (RM250 for each 24 hours period)	Not Covered	Not Covered	Up to 500 1,250 (overall family limit)	Up to 1,000 2,500 (overall family limit)
D	**Losses or damages to personal belongings benefits**				
D1	Losses or Damages to Baggage and/or Personal Effects***** (up to) a) Maximum limit per person for loss/damage to Baggage b) Maximum limit per person for loss/damage to Personal Effects - limited to RM500 for any one article or a pair or a set of articles; c) Maximum limit per person for loss/damage to electronic items - limited to laptop, tablet and handphone only	1,000 200 400 400 2,500 (overall family limit)	1,000 200 400 400 2,500 (overall family limit)	3,000 800 1,200 1,000 7,500 (overall family limit)	5,000 1,000 2,000 2,000 12,500 (overall family limit)
D2	Personal Money***** (up to)	Not Covered	Not Covered	500 1,250 (overall family limit)	1,000 2,500 (overall family limit)
D3	Travel Documents	Not Covered	Not Covered	1,000 2,500 (overall family limit)	1,500 3,750 (overall family limit)
D4	Home Care - limited to RM500 for any one article or a pair or a set of articles, up to	500 1,250 (overall family limit)	1,000 2,500 (overall family limit)	1,000 2,500 (overall family limit)	1,000 2,500 (overall family limit)
E	**Liability Benefits**				
E1	Personal Liability (up to)	200,000 500,000 (overall family limit)	200,000 500,000 (overall family limit)	1,000,000 2,500,000 (overall family limit)	2,000,000 5,000,000 (overall family limit)
F	**Emergency Services Benefits**	**Due to Accident only**	**Due to Accident or Illness**		
F1	Emergency Medical Evacuation and Repatriation (up to)	500,000	500,000	1,000,000	1,500,000

Section	Summary of Benefits (per trip)	Maximum Benefit Amount (RM) Per Person			
		Domestic	International		
			Silver	Gold	Platinum
F2	Repatriation, Burial and Cremation of Mortal Remains (up to)	500,000	500,000	1,000,000	1,500,000
G	**Adventurous Activities Benefit (Optional Benefit)**				
G1	Cover You in respect of Death or Permanent Disability Benefits under **Section A**, Medical Expenses Benefits under **Section B** and Emergency Services Benefits under **Section F**.	Available Please refer to Benefit Amount under Section A, Section B or Section F respectively when applicable	Available Please refer to Benefit Amount under Section A, Section B or Section F respectively when applicable	Available Please refer to Benefit Amount under Section A, Section B or Section F respectively when applicable	Available Please refer to Benefit Amount under Section A, Section B or Section F respectively when applicable
H	**COVID-19 Benefits (Optional Benefit for International Trip Only)**				
H1	Trip Cancellation due to COVID-19 (up to)	Not covered	5,000 12,500 (overall family limit)	5,000 12,500 (overall family limit)	5,000 12,500 (overall family limit)
H2	Trip Disruption due to COVID-19 (up to)	Not covered	5,000 12,500 (overall family limit)	5,000 12,500 (overall family limit)	5,000 12,500 (overall family limit)
H3	Medical Expenses Overseas due to COVID-19 (up to)	Not covered	300,000 (Age 60 and below) 150,000 (Age 61 to 80) 750,000 (overall family limit)	300,000 (Age 60 and below) 150,000 (Age 61 to 80) 750,000 (overall family limit)	300,000 (Age 60 and below) 150,000 (Age 61 to 80) 750,000 (overall family limit)
H4	Emergency Medical Evacuation and Repatriation due to COVID-19 (up to)	Not covered	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)
H5	Repatriation, Burial and Cremation of Mortal Remains due to COVID-19 (up to)	Not covered	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)	100,000 (Age 60 and below) 50,000 (Age 61 to 80) 250,000 (overall family limit)
I	**Extended Home Care Benefit (Optional Benefit for International Trip Only)**				
I1	Extended Home Care - limited to RM1,000 for any one article or a pair or a set of articles, up to	Not Covered	20,000 20,000 (overall family limit)	20,000 20,000 (overall family limit)	20,000 20,000 (overall family limit)
J	**Golf Cover Benefit (Optional Benefit for Domestic and International Trip)**				
J1	Loss or damage to Golf Equipment (up to)	1,000 2,500 (overall family limit)	2,000 5,000 (overall family limit)	2,000 5,000 (overall family limit)	2,000 5,000 (overall family limit)
		Due to Accident only	**Due to Accident or Illness**		
J2	Unused golf green fees (up to)	500 1,250 (overall family limit)	1,000 2,500 (overall family limit)	1,000 2,500 (overall family limit)	1,000 2,500 (overall family limit)

***An excess of RM100 is applicable for each and every claim for Benefit B1, B2, B3, D1, D2 and J2.**

BENEFITS DESCRIPTION

SECTION A – PERSONAL ACCIDENT BENEFIT

A1. Accidental Death or Permanent Disablement

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

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

Conditions applicable to Section A

The occurrence of any specific loss for which indemnity is payable under Section A1(1) to Section A1(5) shall at once terminate all cover under this Certificate, but such termination shall be without prejudice to any other claim originating from the same Accident causing such loss. The maximum Benefit paid under Section A is restricted to 100% of the Benefit Amount as specified in the Schedule of Benefits and any Benefit on partial disability is not payable.

SECTION B – MEDICAL EXPENSES BENEFITS

We will pay up to the limit of the Benefit Amount as specified in the Schedule of Benefits for the following necessary and reasonably incurred expenses within Period of Takaful that gives rise to the claim resulting from Bodily Injury or Illness during Your Trip.

In respect of Domestic trip, this Medical Expenses Benefits is only applicable to Accidental causes.

B1. Medical Related Expenses

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits in respect of necessary and reasonably incurred expenses for medical treatment including but not limited to cost of emergency dental treatment during the Trip.

In the event of Hospital Confinement (for international plan), any in-patient medical expenses incurred which directly related to the Bodily Injury or illness during Your Trip will be based on cashless admission.

Any out-patient medical expenses claim for an amount not exceeding Ringgit Malaysia Three Thousand (RM3,000) for any one Accident / incident will be on a reimbursement basis.

B2. Follow-up Treatment Expenses

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for the necessary follow-up medical, Hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees if recommended by Your attending doctor) incurred by You in Malaysia within three (3) months after returning from the Trip.

If You do not seek initial treatment for Bodily Injury or Illness sustained during the trip whilst overseas, We will only reimburse the medical expenses incurred provided treatment is sought within twenty four (24) after Your arrival in Malaysia.

B3. Alternative Treatment Expenses

Reimbursement up to the limit of Benefit Amount as specified in the Schedule of Benefits for necessary and reasonably incurred expenses in seeking alternative treatment, having resulted from Accident or Illness during the Trip, incurred by You in Malaysia within three (3) months after returning from the Trip.

The treatment must be carried out by a registered traditional medicine practitioner, osteopath, physiotherapist and/or chiropractor provided treatment is first sought from a Medical Practitioner in the first instance. This Benefit excludes treatment prescribed by someone who is You Yourself, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

B4. Compassionate Care

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for reasonable additional accommodation, communication, round trip economy class air ticket, travel expenses between Malaysia and the place of loss and meals incurred by one (1) person who is required to travel:

1. due to Your Hospitalization at the medical advice of the treating physician; or
2. as a result of Your death during the Trip,

provided no adult member of Your Family is present during the Trip.

B5. Child Care / Guard and Return of Child(ren)

Reimbursement up to the limit of Benefit Amount as specified in the Schedule of Benefits for reasonable additional accommodation, communication, round trip economy class air ticket, travel expenses between Malaysia and the place of loss, and meals incurred by one (1) person to take care of and/or accompany the Covered Person's Child(ren), below eighteen (18) years old, back to Malaysia due to Your Hospitalisation or Your death, where no adult member of Your Family is present during the Trip.

B6. Daily Hospital Income/Hospital Confinement Allowance

If You, whilst on a Trip, is subject to Hospital Confinement, We will pay a daily Hospital Income up to the limit of Benefit Amount as specified in the Schedule of Benefits for every complete day of Hospital Confinement, provided a valid claim is payable under Section B1. Payment for such Benefit should not exceed twenty (20) days of such Hospital Confinement.

Exclusions applicable to Section B

We shall not pay for claims in respect of:

1. Experimental, elective or investigative procedures or non-emergency medical check-ups, vaccinations and their complications;
2. Cosmetic or plastic surgery apart from reconstructive surgery required by a covered Accident;
3. Cures (including follow up) of any kind not resulting from an Accident or Illness, psychoanalytical treatment, rest cures, physiotherapy and detoxification;
4. Ophthalmological care, eye glasses, contact lenses, eye examinations, refractive surgery, hearing aids, prostheses, dental care, dental treatment, oral surgery and dentures, unless prescribed by a Medical Practitioner for the treatment of Bodily Injury;
5. Any congenital condition which includes any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth;
6. Any Communicable Disease declared to be a PHEIC by the WHO;
7. Treatments for weight reduction or gain;
8. Any investigation and treatment of sleep and snoring disorders and hormone replacement therapy;
9. Any circumcision or expenses incurred for sex change;
10. Any donation of any body organ including costs of acquisition and donation;
11. Any external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses and prescription thereof;
12. Any costs and expenses which are of non-medical nature;
13. Private nursing, rest cures, sanitaria care or detoxification;
14. Any medical expenses incurred overseas after We are of the opinion that You are fit for return to Malaysia but You have refused;
15. Any medical expenses incurred overseas which We are of the opinion can be delayed for treatment upon return to Malaysia;
16. When You are not fit to travel or are travelling against the advice of a Medical Practitioner or for the purpose of seeking medical attention; and
17. The Excess of Ringgit Malaysia One Hundred (RM100) for any claim made under Benefit B1, B2 and B3.

SECTION C – TRAVEL INCONVENIENCES BENEFITS

C1. Trip Cancellation

We shall reimburse You in respect of Cancellation Expenses incurred up to the limit of Benefit Amount as specified in the Schedule of Benefits if You are forced to cancel Your Trip, as a direct and necessary result of the Specified Cause, prior to the commencement of that Trip.

Coverage for Trip Cancellation is effective upon the issuance of the Certificate of Cover and/or Schedule and terminates on the commencement of Your Trip.

Provided always that this coverage is effective only if this Certificate is taken up:
1. At least seven (7) days prior to the commencement of that Trip; and
2. Before You become aware of any circumstances which could lead to the disruption of Your Trip.

You can only claim under either Section C1 or Section C2 arising out of the same event.

C2. Trip Curtailment

We shall reimburse You up to the limit of Benefit Amount as specified in the Schedule of Benefits for the irrecoverable prepaid cost of the planned Trip in respect of relevant travelling expenses which to be calculated proportionately based on the unutilized portion of the planned Trip including any additional hotel and repatriation costs to Malaysia necessarily and reasonably incurred by reason of the said Trip Curtailment. This coverage is effective only if the Certificate is taken up before You become aware of any circumstances which could lead to the disruption of the planned Trip.

You can only claim under either Section C2 or Section C1 arising out of the same event.

Exclusions applicable to Section C2

We shall not pay for claims arising directly or indirectly from, in respect of, or due to Government regulation or Statute, delay or amendment of the booked Trip (including error, omission or default) by the provider of any service forming part of the booked Trip as well as the agent or tour operator through whom the Trip was booked, or failure to obtain the necessary documents to travel.

C3. Travel Delay

We will pay You up to the limit of Benefit Amount as specified in the Schedule of Benefits for the delay period for which confirmation would have to be rendered only by the Scheduled Carrier providing details particularizing the cause for the delay and the actual departure time of the Scheduled Carrier.

If the Common Carrier provides alternative means of transportation, at no additional cost, which will influence and assist continuing the scheduled journey, the alternative schedule must be accepted and any consequential cost would not constitute a claim.

Exclusions applicable to Section C3
1. Any delay which You are made aware of twelve (12) hours or more prior to the original scheduled departure time of the Trip as stated in Your travel ticket;
2. Any travel takaful participated within six (6) hours prior to the original scheduled departure time as stated in Your travel ticket;
3. For any delay, rescheduling or cancellation for a period less than two (2) hours; or
4. For any delay, rescheduling or cancellation due to denied boarding, overbooking or negligence by You.

C4. Baggage Delay

We will pay You the Benefit Amount as specified in the Schedule of Benefits if Your accompanying checked-in baggage is delayed by the Common Carrier for at least six (6) completed hours from the time of arrival at the destination abroad till the time You received Your baggage.

On Your trip back to Malaysia, We will pay You the Benefit Amount as specified in the Schedule of Benefits if the Your checked-in Baggage is delayed by the Common Carrier for at least six (6) completed hours from the time of Your arrival back in Malaysia to the time You receive Your checked-in Baggage.

In respect of domestic trip, We will pay You the Benefit Amount if Your accompanying checked-in baggage is delayed for at least six (6) completed hours from the time of arrival at Your planned destination in Malaysia. It does not cover delay of Your baggage upon returning to Your Home.

You must obtain a written confirmation from the Scheduled Carrier on the actual date and time of baggage delivery.

You can only claim under either Section C4 or Section D1 arising out of the same event and of the same item.

C5. Missed Travel Connection

We will pay You the Benefit Amount as specified in the Schedule of Benefits if Your confirmed onward connecting scheduled aircraft, train or sea vessel is missed at any single transfer point due to the late arrival of the incoming scheduled aircraft, train or sea vessel and no alternative onward or transportation is made available to You for at least six (6) hours from the actual arrival time of Your incoming scheduled aircraft, train or sea vessel.

You must obtain a written confirmation from the Scheduled Carrier showing the scheduled departure time and the actual departure time of the flight, journey or sailing to claim this Benefit.

C6. Hijacking Inconvenience

If, during the Period of Takaful, whilst You are on a Trip overseas, the Common Carrier that You are travelling in is Hijacked, We shall pay up to the limit of Benefit Amount as specified in the Schedule of Benefits for each full twenty-four (24) hours period that the Hijack continues.

Any claims under this Section must be accompanied by a police report or a report issued by the Scheduled Carrier, confirming that You were a victim of Hijack and the duration of such Hijack.

SECTION D – LOSSES OR DAMAGES TO PERSONAL BELONGINGS BENEFITS

D1. Losses or Damages to Baggage and/or Personal Effects *(sum covered / limit aggregated for the Trip period)*

We shall reimburse You up to the limit of Benefit Amount as specified in the Schedule of Benefits, less any excess, for loss of or damage to baggage and personal effects on a Trip, which are taken, or purchased on a Trip and owned by You due to the negligence of the Common Carrier or theft.

Personal effects being articles of a personal use designed to be worn or carried, belonging to You including clothing, personal effects, trunks, suitcases and the like.

Provided that these items must travel together with You during the Trip. At Our sole discretion, the basis of claims settlement shall be either:
1. the original cash value of the items less depreciation and Excess; or
2. the cost of replacement of a similar make and model less Excess; or
3. the cost of repair of the items less Excess.

Conditions applicable to Section D1
1. We shall not pay more than the specified Benefit Amount as specified in the Schedule of Benefit in the event of loss or damage to the following items:
   i) Baggage
   ii) Electronic items limited to laptop, tablet and handphone only.
   iii) Personal Effects - limited to Ringgit Malaysia Five Hundred (RM500) for any one article or a pair or a set of articles
2. Jewellery, electronic items and watches must be worn or kept in personally attended baggage at all times except when in a hotel safe;
3. The loss or damage must be reported to the police or relevant authority, having jurisdiction where the loss or damage occurred within twenty-four (24) hours from the incident. Any claims for indemnity under this Section must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss or damage;
4. The submission of a claim under this Section shall preclude any claim from being made under Section C4 arising out of the same event and of the same item; and
5. For loss or damage due to the Common Carrier or hotel, the claim should be made against the Common Carrier or hotel first prior to Us making any payment under this benefit. Such claims must be submitted with proof of compensation received from the Common Carrier or hotel or if such compensation is denied, proof of such denial. At no time, will We reimburse You for more than the amount specified in item D1 benefits.

Exclusions applicable to Section D1

We shall not pay for the costs of replacement, repair, or otherwise related to the loss or damage due to/to:
1. Your failure to take due and reasonable care and precautions to safeguard and secure the baggage and personal effects;
2. Loss of data recorded on tapes, cards, drives and discs or otherwise including the cost of reproducing the data;
3. Motorized conveyances;
4. Sports items or equipment's;
5. Perishable and consumable items;
6. Antiques, artifacts, paintings, objects of art or any object with intrinsic value;
7. Manuscripts, financial securities or instruments of any kind currency notes or travellers cheques;
8. Stamps, travel documents, credit cards, title deeds, driving license and identity cards;
9. External prosthetic appliances or devices which includes but is not limited to artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses, artificial teeth and dental bridges;
10. Musical instruments;
11. Fragile items;
12. Hired or leased equipment;
13. Loss to baggage sent in advance, mailed or shipped separately;
14. Loss of business goods or samples or equipment of any kind;
15. Loss in respect of shortage due to error, omission, exchange transactions or depreciation in value;
16. Electronic items, laptop or jewellery that is checked-in with the Common Carrier;
17. Mysterious disappearance;
18. Wear & tear and/or scratching and/or denting and/or any damage and/or loss that does not impair the functionality of the baggage; and
19. The Excess of Ringgit Malaysia One Hundred (RM100) for any claim made.

D2. Personal Money

We shall indemnify You up to the limit of Benefit Amount as specified in the Schedule of Benefits, less any excess, for loss of Your Personal Money (coins, bank notes, postal money orders or travellers' cheques) that is sustained whilst on a Trip due to theft or by force, violence, or threat of violence.

The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours after the incident. Any claim must be accompanied by a copy of a police report evidencing such loss.

You must take every possible safeguard to ensure the security of Your Personal Money.

Exclusions applicable to Section D2

We shall not pay for claims in respect of:
1. Loss due to confiscation or detention by customs or any other authority;
2. Loss of postal money orders or travellers' cheques not immediately reported to the local branch or agent of the issuing authority;
3. Devaluation of currency or shortage due to errors or omissions during any transactions involving money; and
4. The Excess of Ringgit Malaysia One Hundred (RM100) for any claim made.

D3. Travel Documents

We will pay You the Benefit Amount as specified in the Schedule of Benefits, less any excess, for loss of Your Travel Documents (passport or visas) that is sustained whilst on a Trip due to theft or by force, violence, or threat of violence.

The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours after the incident. Any claim must be accompanied by a copy of a police report, or a report issued by the relevant authority evidencing such loss.

You must take every possible safeguard to ensure the security of Your Travel Documents.

D4. Home Care Benefit

We will indemnify You up to the limit of Benefit Amount as specified in the Schedule of Benefits against physical loss or damages to Your Home Contents as a result of Burglary or fire to Your Home while it is left vacant during Your Trip. We shall not be liable for more than Ringgit Malaysia Five Hundred (RM500) in respect of any one article or pair or set of articles.

The loss must be reported to the police as soon as possible upon arrival in Malaysia. Any claim must be accompanied by a report issued by the police or relevant authorities and provided that losses are not recoverable from any other sources.

We will not pay for any loss or damage occasioned through Your wilful act or involvement.

SECTION E – PERSONAL LIABILITY BENEFITS

E1. Personal Liability

We shall indemnify You up to the Benefit Amount specified in the Schedule of Benefits in respect of legal liability occurring during the Period of Takaful as a result of Bodily Injury (including Death) to, or Accidental loss of or damage to property of any third party, including third party costs and expenses recoverable from You and costs and expenses incurred, with Our prior written consent.

Conditions applicable to Section E1

1. Save and except Our prior written consent and confirmation, no Covered person shall admit any liability and/or give any representation and/or any other undertaking with respect to such liability which has the effect of binding him/her; and
2. We shall reserve Our rights to take over the conduct all proceedings arising out of or in connection thereto initiated against You including appointing solicitors of Our own choice to reasonably act and defend on Your behalf.

Exclusions applicable to Section E1

We shall not pay for claims arising out of, in respect of, or consequent upon:

1. Liability to any person who is a member of Your Family and/or Your employer and/or Your employee;
2. Accidental loss or damage to property belonging to, held in trust or in the custody or control of You and/or Your employer and/or Your employees and/or any member of Your Family and/or their respective household;
3. Pursuit of any trade, business and/or profession;
4. Ownership or occupation of land or buildings (other than occupation only of any temporary residence);
5. Ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance;
6. Legal costs resulting from any criminal proceedings;
7. Liability attaching under an express term of a contract, unless liability would attach whether the express term existed or not;
8. Liability arising directly or indirectly by or through or in connection with any loss or damage to property due to act of animals belonging to, held in trust or in the custody or control of You and/or Your employer and/or Your employees and/or any member of Your Family and/or their respective household;
9. Sexual molestation, physical or mental abuse;
10. Any punitive, aggravated or exemplary damages awarded by any courts;
11. Any non-pecuniary losses; and
12. Liability for which payment should be more specifically claimed under any other contract of Insurance/Takaful in Your name.

SECTION F – EMERGENCY SERVICES BENEFITS

F1. Emergency Medical Evacuation and Repatriation

In the event You experience any Critical Medical Condition whilst travelling, necessary medical expenses for emergency transportation and medical care shall be rendered to move You to the nearest Hospital where appropriate medical attention and facilities are available.

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

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

In the event You are hospitalized abroad and it is medically necessary for You to be repatriated back to Malaysia to continue treatment, We will pay the reasonable and necessary repatriation costs. We retain the right to decide whether emergency medical repatriation is required or not.

In respect of Domestic trip, this Benefit is only applicable to Accidental causes.

F2. Repatriation, Burial and Cremation of Mortal Remains

In the event of Death due to Accident or Illness during the Trip, We will pay the reasonable charges for Your burial or cremation in the locality where death occurs including the reasonable cost of transport of body or ashes to or within Malaysia.

In respect of Domestic trip, this Benefit is only applicable to Accidental causes.

SECTION G – ADVENTUROUS ACTIVITIES BENEFIT (OPTIONAL BENEFIT)

This is an optional Benefit and is only applicable if You have paid an additional Contribution for this Benefit. Notwithstanding General Exception 15, this Certificate is extended to cover You in respect of Section A – Personal Accident Benefits, Section B – Medical and Expenses Benefits and Section F – Emergency Services Benefits which may be sustained resulting from engaging in or practicing for:

For International Trip:

1. **Water Sports** – rafting, canoeing and kayaking involving white water (grade 4 and below), rowing, yachting, parasailing, surfing, windsurfing (boardsailing), jet skiing, scuba diving and underwater activities involving the use of any artificial breathing apparatus (up to thirty (30) meters' water depth).
2. **Winter Sports** – ice skating and snowboarding, skiing, sledging and snowmobiling.
3. **Others** – mountaineering (not involving the use of ropes and other climbing equipment) up to 3,500 metres or the base camp whichever is lower, rock climbing necessitating the use of ropes and other climbing equipment, mountain hiking, mountain trekking, abseiling, helicopter rides for sightseeing, ultra-marathon, motorcycle convoy, sky diving, hang gliding, bungee jumping, zorb ball riding, sphereing, orbing, hot air balloon and all-terrain vehicle (ATV). Any mountaineering or climbing activities in Nepal shall be excluded under this optional benefit.

For Domestic Trip:

1. **Water Sports** – rafting, canoeing and kayaking involving white water (grade 4 and below), rowing, yachting, parasailing, surfing, windsurfing (boardsailing), jet skiing, scuba diving and underwater activities involving the use of any artificial breathing apparatus (up to thirty (30) meters' water depth).
2. **Others** – mountaineering (not involving the use of ropes and other climbing equipment) up to 4,500 metres or the base camp whichever is lower, rock climbing necessitating the use of ropes and other climbing equipment, mountain hiking, mountain trekking, abseiling, helicopter rides for sightseeing, ultra-marathon, motorcycle convoy, sky diving, hang gliding, bungee jumping, zorb ball riding, sphereing, orbing, hot air balloon and all-terrain vehicle (ATV).

Provided always that the above activities are done on an amateur basis and for leisure purpose during Your journey with a licensed operator during Your journey. We will not pay if You do not exercise reasonable care and fail to comply with all the safety requirements when undertaking the relevant sports activity.

All other terms, conditions and exclusions of this Certificate continue to apply.

SECTION H – COVID-19 BENEFIT (OPTIONAL BENEFIT FOR INTERNATIONAL TRIP ONLY)

H1. Trip cancellation due to COVID-19

We shall reimburse You in respect of Cancellation Expenses incurred up to the limit of Benefit Amount as specified in the Schedule of Benefits when You have to unavoidably cancel Your Trip due to the listed specified reasons below, which occur within 10 days prior to the commencement of that Trip.

1. You are tested positive for COVID-19;
2. Your travel companion (for Family Plan) is tested positive for COVID-19;
3. Your death due to COVID-19;
4. The death of Your travel companion (for Family Plan) due to COVID-19.

This coverage is effective only if this Certificate is taken up before You become aware of any circumstances which could lead to cancellation of the Trip and provided this Certificate is taken up at a minimum of seven (7) days prior to the commencement of that Trip.

You can only claim under either Section H1 or Section H2 arising out of the same event.

Exclusions applicable to Section H1

We shall not pay for claims:

1. If the Issue Date of Your Certificate is less than seven (7) days before the start of Period of Takaful;
2. If You cancelled Your Trip due to Your disinclination and/or reluctance consequent upon Your own fear and/or distress and/or fright to undertake the planned Trip out of Your own volition when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure.
3. If an airline, hotel, travel agent or any other provider of travel and/or accommodation has offered any form of refund whether in cash or in-kind including issuance of voucher and/or credit and/or re-booking in lieu of refund or compensation for the Trip cancellation.

H2. Trip disruption due to COVID-19

If, whilst You are Overseas and You have to unavoidably alter/re-arrange any part of Your trip itinerary due to the listed specified reasons below:

1. You and/or Your travel companion (for Family Plan) are diagnosed with COVID-19 and certified unfit to continue with Your Trip by a Doctor;
2. Death or Hospitalisation of You and/or Your travel companion (for Family Plan) due to COVID-19;
3. Due to a positive COVID-19 test result or contact tracing in any destination included in the planned trip, You are required to self-isolate or quarantine as requested by a medical professional, in Your destination beyond Your original return date;
4. Cancellation of the Scheduled Carrier due to COVID-19;
5. Airspace or airport closure at the planned destination due to COVID-19;
6. An outbreak of COVID-19 at the planned destination and the declaration was not issued before Your Trip which prevents You from continuing with the Trip and You have to unavoidably incur additional accommodation costs to extend Your stay;

We shall reimburse You up to the limit of Benefit Amount as specified in the Schedule of Benefits for:

1. One-way economy class airfare via the most cost-effective itinerary to continue with the original trip or to return directly to Malaysia;
2. Your necessary and reasonably incurred additional and unplanned hotel and meal expenses;
3. Irrecoverable prepaid cost of the planned Trip in respect of relevant travelling expenses which to be calculated proportionately based on the unutilized portion of the planned Trip including any additional hotel and repatriation costs to Malaysia necessarily and reasonably incurred by reason of the said Trip Disruption.

Coverage is provided beyond Certificate expiry date up to fourteen (14) days or until You have exhausted the limit of Benefit Amount under this section, whichever occur earlier. It is a condition of this automatic extension of cover that You must make every endeavour to return home at the first available opportunity.

You can only claim under either Section H2 or Section H1 arising out of the same event.

Exclusions applicable to Section H2

We shall not pay for claims in respect of:

1. If You cancelled Your Trip due to Your disinclination and/or reluctance consequent upon Your own fear and/or distress and/or fright to undertake the planned Trip out of Your own volition when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure;
2. Any event or circumstances which You knew or ought to have known would lead to the disruption of Your Trip. This includes any event which the public has and/or ought to have knowledge prior to the issuance of the Certificate;
3. If an airline, hotel, travel agent or any other provider of travel and/or accommodation has offered any form of refund whether in cash or in-kind including issuance of voucher and/or credit and/or re-booking in lieu of refund or compensation for the Trip Disruption.

H3. Medical expenses overseas due to COVID-19

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for medical, Hospital and treatment expenses necessarily and reasonably incurred if You are diagnosed with positive COVID-19 and related complications during the Trip.

In the event of Hospital Confinement, any in-patient medical expenses incurred during Your Trip will be based on cashless admission.

H4. Emergency medical evacuation and repatriation due to COVID-19

Reasonably incurred expenses arising out of and/or in consequence of any medical necessity for emergency transportation and medical care en route, to move You whilst in Critical Medical Condition as a result of COVID-19 to the nearest Hospital where appropriate care and facilities are available.

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

We retain the right to decide if it is medically appropriate to move the Covered Person to the nearest Hospital where appropriate medical care is available.

In the event You are hospitalized abroad as a direct result of COVID-19 and it is medically necessary for You to be repatriated back to Malaysia, We will pay the reasonable and necessary repatriation costs. We retain the right to decide whether emergency medical repatriation is required or not.

H5. Repatriation, burial and cremation of mortal remains due to COVID-19

If the death of a Person Covered occurs as a direct result of COVID-19 sustained overseas during an overseas Trip, We will pay for the reasonable charges up to the benefit limit for burial or cremation in the place where the death occurred, including the reasonable costs of transportation of the body or ashes to the Covered Person's place of residence in Malaysia.

Exclusions applicable to Section H

We shall not pay for claims in respect of:

1. For adult Covered Person, You are not fully vaccinated as per the requirement of both Malaysia and the arrival country;
2. You are travelling against a medical practitioner's or doctor's advice, or any claim arising from You acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms);
3. Travelling to a country, specific area or event when the government or regulatory authority in a country to/from which You are travelling has advised against travelling;
4. You have notice and/or are aware and/or ought to be aware and/or reasonably expected to have knowledge of the presence of any circumstances which would give rise to a claim under this Certificate prior to issuance of Certificate and/or undertaking any planned trip;
5. Your failure to fulfil all the requirements which has been set by the Government/Immigration before You depart for the trip;
6. Your failure to obtain any mandatory vaccines, inoculations or prescribed medications prior to the trip;
7. Your disinclination and/or reluctance consequent upon Your own fear and/or distress and/or fright to undertake the planned Trip out of Your own volition when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure;
8. Any expenses incurred related to compulsory quarantine or stay-at-home requirements imposed by a foreign government;
9. Any expenses incurred for COVID-19 testing, mandatory COVID-19 diagnostic tests required by an official government or health authority that You are required to take for the trip, such as pre-departure tests and post-arrival tests;
10. Non pandemic/COVID-19 related claims;
11. Expenses incurred without Our prior approval.

SECTION I – EXTENDED HOME CARE BENEFIT (OPTIONAL BENEFIT FOR INTERNATIONAL TRIP ONLY)

This is an optional Benefit and is only applicable if You have paid an additional Contribution for this Benefit.

We will indemnify You up to the limit of Benefit Amount as specified in the Schedule of Benefits against physical loss or damages to Your Home Contents as a result of Burglary, fire or water damage (due to bursting or overflowing of domestic water tanks, apparatus or pipes) to Your Home while it is left vacant during Your Trip, provided that the coverage limit under Section D4 has been fully exhausted. We shall not be liable for more than Ringgit Malaysia One Thousand (RM1,000) in respect of any one article or pair or set of articles.

The loss must be reported to the police as soon as possible upon arrival in Malaysia. Any claim must be accompanied by a report issued by the police or relevant authorities and provided that losses are not recoverable from any other sources.

This benefit does not apply to a Child(ren).

Exclusions applicable to Section I

We shall not pay for claims in respect of:

1. Theft during or after the occurrence of a fire;
2. Loss or damage covered under any other takaful certificate/insurance policy, or reimbursed by any other party; and
3. Any loss or damage occasioned through Your wilful act or involvement.

SECTION J – GOLF COVER (OPTIONAL BENEFIT FOR DOMESTIC AND INTERNATIONAL TRIP)

This is an optional Benefit and is only applicable if You have paid an additional Contribution for this Benefit.

J1. Loss or Damage to Golf Equipment due to Theft

We will indemnify You up to the limit of Benefit Amount as specified in the Schedule of Benefits for the loss or damage to Your Golf Equipment due to robbery, theft, burglary or any attempt thereof during Your Trip.

Conditions applicable to Section J1

1. All Golf Equipment must be owned by You and not hired by, loaned or entrusted to You.
2. You must take every possible safeguard to ensure the security of Your Golf Equipment.
3. The loss must be reported to the police within twenty-four (24) hours of such loss.
4. Any claims for indemnity under this section must be accompanied by a copy of a police report evidencing such loss or a report issued by the relevant authority

Exclusions applicable to Section J1

We shall not pay for claims in respect of:

1. Your failure to take due and reasonable care and precautions to safeguard and secure the Golf Equipment;
2. Wear & tear and/or scratching and/or denting and/or any damage and/or loss that does not impair the functionality of the Golf Equipment;
3. Mysterious disappearance;
4. Hired or leased equipment;
5. Loss or destruction of or damage to golf balls unless contained in the golf bag at the time of loss, destruction or damage; and
6. Loss that is covered by a manufacturer's guarantee.

J2. Unused Golf Green Fees

We will indemnify You up to the limit of Benefit Amount for non-refundable pre-booked green fees, prepaid and unused green fees if You are not able from playing golf at the pre-book schedule golf course or golf range during Your Trip as a result of:

a) Bodily Injury or Illness (for International trip); or
b) Bodily Injury (for Domestic trip).

Conditions applicable for Section J2:

1. Any claims for indemnity must be accompanied by a copy of medical report from a Medical Practitioner substantiating the Accidental Bodily Injury or Illness during the period for which the indemnity is being claimed.
2. The Excess of Ringgit Malaysia One Hundred (RM100) for any claim made applies before a claim is payable.

24 HOURS TRAVEL AND MEDICAL ASSISTANCE SERVICES

24 Hours Travel and Medical Assistance Helpline Number	**+603 2785 6565**

You can contact Our 24 Hours Travel and Medical Assistance Helpline Number for any travel assistance or medical emergency during the planned Trip, subject to the coverage, terms and conditions provided in this Certificate. Any cost incurred for any rendered assistance which is not in certificate coverage will be borne by Covered Person themselves.

The services provided are as follows:

1. Travel Assistance

a) Airline regulations information;
b) Contact details of consulate and embassy;
c) Emergency cash advance up to sum covered / limit of cover;
d) Emergency message transmission;
e) Flight schedules or information and reservation or ticketing assistance;
f) Foreign currency exchange rate information and services;
g) Inoculation and visa information or requirement;
h) Interpreter or translation referral;
i) Legal firm referral;
j) Loss baggage assistance;
k) Loss passport or travel documents assistance;
l) Pre-travel advice;
m) Weather information assistance;

2. Medical Assistance

a) 24 hours medical referral, information and advice;
b) Air ambulance services;
c) Arrangement and upfront payment for compassionate visit;
d) Arrangement and upfront payment for return of dependent child(ren);
e) Arrangement and upfront payment of emergency medical evacuation;
f) Arrangement and upfront payment of emergency medical repatriation;
g) Arrangement and upfront payment of repatriation and transportation of mortal remains;
h) Arrangement for appointment with local doctor for treatment;
i) Arrangement of ground transportation and accommodation;
j) Arrangement of Hospital admission;
k) Compassionate return Home due to death of relative;
l) Dispatch of essential medication;
m) Hotel or car rental reservations;
n) Emergency message transmission;
o) Medical service provider referral;
p) Monitoring of medical condition when hospitalized;
q) Pre-travel medical advice;
r) Return trip for travelling companion in case of medical emergency; and
s) Second medical opinion.

CLAUSES

DISAPPEARANCE CLAUSE

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

AGGREGATE LIMIT OF LIABILITY CLAUSE

The Aggregate Limit of Liability to be borne by Us shall be Ringgit Malaysia Five Million (RM5 million) per Certificate. We shall not liable for any amount in excess of the stated Aggregate Limit of Liability.

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

AUTOMATIC EXTENSION

AUTOMATIC EXTENSION OF PERIOD OF TAKAFUL

If You, as a ticket holding passenger on a scheduled Common Carrier is being prevented from completing the return leg of a planned Trip within the Period of Takaful, We will automatically extend Your Period of Takaful from the expiry date of Period of Takaful, without additional Contribution for up to:

1. Thirty (30) days if You suffer Serious Bodily Injury or Serious Illness (excluding illness and/or incidences arising from COVID-19) which requires Hospital Confinement or quarantine provided that either of the above events is covered under this takaful coverage in the first instance; or
2. Fourteen (14) days if the scheduled Common Carrier in which You are travelling is being unavoidably delayed due to strike or industrial action, adverse weather condition or mechanical breakdown or derangement of the Common Carrier or due to grounding of aircraft as a result of mechanical or structural defect,

subject to relevant documentary evidence of such event being provided to Us.

TERRORISM EXTENSION COVER

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

GENERAL CONDITIONS

1. A duty to comply with the Conditions

We will only be liable to make any payment under this Certificate if You have at all times complied with the terms, provisions and conditions of this Certificate.

2. Reasonable Care

You shall act in a prudent manner to prevent loss, damage, Accident, Bodily Injury or Illness and exercise reasonable care for the safety and supervision of their property as if uncovered.

3. Fraud

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

4. Nomination

a) You may nominate an individual to receive Benefits payable upon the death of the Covered Person, either as an executor, or as a beneficiary under a conditional hibah by notifying Us in writing;

b) The nomination under 5(a) may be made:
   i. at the time the Certificate is issued; or
   ii. if the Certificate has already been issued, by notifying Us in writing or by submitting the Certificate for an Endorsement of the nomination by Us.

c) You may specify the shares be paid to the Nominee(s). In the absence of such specified shares by You, We shall pay the Nominees in equal shares.

d) A nomination by the Participant for a Nominee to be a beneficiary under a conditional hibah, shall, regardless of any written law, have the effect of transferring ownership, and shall transfer ownership, of the Benefits payable to the Nominee upon the death of the Participant. Such Benefits so transferred shall not form part of the estate of the deceased Participant or be subject to his or her debt.

5. Claims Notification, Procedure and Settlement

a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.

b) You may be required, at Our expense to undergo further medical examination.

c) We will only pay the Benefits if medical report, medical certificate, police report, original invoices/quotations and receipts (for all reimbursement benefit) and other evidence which We may require are provided on request at Your expenses.

d) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.

e) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
   i) Your identity; or
   ii) The circumstance of the loss.

f) In the event of death, We shall be entitled to have a full post-mortem report at Your next of kin's expenses.

g) We will pay the Benefits due under this Certificate to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Islamic Financial Services Act 2013.

6. Termination of Certificate

a) Termination by You

If You give official notice in writing to Us to terminate this Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later.

b) Automatic Termination

This takaful coverage shall be terminated:
   i) Upon the death of the Covered Person;
   ii) If the Covered Person ceases to be eligible on the grounds of age; or
   iii) Upon payment of Benefit Amount under Section A1(1-5) as specified under BENEFITS DESCRIPTION SECTION.

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to You at Your last known address or by electronic mail. Such termination shall become effective after thirty (30) days following the date of such notice.

d) Non-Payment of Contribution

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

e) Contribution Position Upon Termination

Per Trip Plan: If the effective date of termination is prior to the commencement of the Trip, You would be entitled to full refund of Contribution. If the effective date of termination is after the commencement of the Trip, no refund of Contribution would be allowed.

Annual Plan: In the event of Contribution having been paid for any period beyond the date of termination of this Certificate, the relevant proportion thereof shall be refunded to You. If Contribution has not been paid for any period up to the date of termination, then You shall be liable for the payment of such Contribution.

Refund of Contribution subject that no claim has been made during the Period of Takaful.

f) Effective Time of Termination

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

7. Payment of Contribution – Cash Before Cover

You must pay the Contribution before the coverage under this Certificate is effective.

8. Other Takaful/Insurance

No person shall be covered under more than one TripCare 360 Certificate/Policy issued by Etiqa General Takaful Berhad or Etiqa General Insurance Berhad for the same journey. In the event You are covered under more than one (1) such Certificate/Policy, We shall consider that

You are covered under the Certificate/Policy which provides the greatest amount of Benefit. If at the time of any loss, damage or liability arising under the Certificate there is any other takaful/insurance covering the same loss, damage or liability, We shall pay only Our ratable proportion.

9. Currency

All payments under this Certificate shall be made in the legal currency of Malaysia.

10. Applicable Law

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

11. Arbitration Clause

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

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

12. Legal Actions

No action shall be brought to recover on this Certificate before the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought more than three (3) years after the time written Proof of Loss is required to be furnished.

13. Alteration and Changes

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

14. Notice of Trust or Assignment

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other, dealing with or relating to this Certificate (subject to the nature and its treatment including the respective rights of the person and/or entity entitled under it).

15. Sanction Limitation Clause

This Certificate shall not provide cover and We shall not be liable to pay any claim or provide any Benefits hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose Us to any sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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

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

17. Subrogation

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

18. Changes in Taxation, Regulations and Legislation

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

19. Data Protection Obligations and Rights

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

a) Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
b) Other entities within the Maybank Group;
c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
d) Other takaful operators or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators;
e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
f) Our merchants and strategic partners;
g) Any parties authorised by You (from time to time); or
h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

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

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

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

Prior to providing Us with the Personal Data of the Covered Person, or another individual, You must inform that individual of Our privacy notice. For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Oneline at 1300 13 8888, or refer to Our website at www.etiqa.com.my.

GENERAL EXCLUSIONS

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

1. Any Pre-existing Condition(s) of the Covered Person;
2. Self-inflicted injuries or suicide or attempted suicide, while sane or insane;
3. Pregnancy, childbirth including surgical delivery, abortion, miscarriage and all related complication except miscarriage due to Bodily Injury as a direct result of an Accident;
4. Consumption of alcohol, non-prescribed or illegal drugs or narcotics;
5. Any condition, which is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV), including Acquired Immune Deficiency Syndrome (AIDS), and any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV;
6. Provoked homicide or assault;
7. Psychiatric, mental or nervous medical conditions, including but not limited to, any neuroses and their physiological or psychosomatic manifestations;
8. Sexually transmitted diseases or disorders, and conditions arising from these diseases or disorders;
9. Any consequential loss, economic or otherwise, loss of enjoyment or other loss not mentioned in this Certificate, whether financial or non-financial, including but not limited to any legal or other professional costs and/or travel expenses arising directly or indirectly out of any claim made by You under this Certificate;
10. You engaging in law enforcement, emergency services, civil defense, naval, military or air force service, or operation or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities like diving, oil-rigging, mining or aerial photography or handling of explosive or loss of or damage to hired or leased equipment;
11. Air travel other than as a fare paying passenger on a regular scheduled airline or licensed chartered aircraft;
12. You participating in any activities in contravention of any existing laws irrespective of the degree of your culpability and/or state of mind prevailing at the time of commission of the offence including any wrongful acts which may constitute as a commission of an offence under any existing laws for which you are and/or may be liable to be summoned, charged, prosecuted and/or reprimanded by the authorities;
13. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property under the order of any government or public or local authority;
14. Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radio-activity from any nuclear fuel, nuclear weapons or from any nuclear waste from the combustion of nuclear fuel;
15. You participating in Hazardous Sports and Activities, unless such sports and activities have been covered under the Adventurous Activities (Optional Benefit) that You have participated;
16. Travel in, to or through countries or regions which are subject to war, conflict, or declared to have a PHEIC by the WHO;
17. Travelling for hajj pilgrimage;
18. COVID-19 (except You have participated in COVID-19 Benefit under Optional Benefit and subject to Terms, Conditions and Exclusion thereto);
19. For any travel related cost which becomes un-claimable in the event of an Airline, Local/Foreign travel agent or any other travel intermediaries, hotels/stay services provider(s) or other related Third Parties Travel service provider becoming bankrupt/ruined or insolvent;
20. Any Communicable Disease declared to be a PHEIC by the WHO or the fear or threat (whether actual or perceived) of a Communicable Disease. This will apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s) and will continue to apply until the WHO cancels or withdraws any relevant PHEIC; and
21. Riding or driving without a valid driving license. This will not apply to Covered Person with an expired license but are not disqualified from holding or obtaining such driving licence under the regulations of the Malaysian Road Transport Department or any other relevant laws.

CERTIFICATE INFORMATION STATEMENT

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

   Etiqa General Takaful Berhad
   Level 13, Tower B, Dataran Maybank
   No. 1, Jalan Maarof
   59000 Kuala Lumpur, Malaysia
   Telephone Number: +603 2297 3888
   Facsimile Number: +603 2297 3800
   Etiqa Oneline: 1300 13 8888
   E-mail: info@etiqa.com.my
   Homepage: www.etiqa.com.my

3. In the event of claims under the Certificate, please call Our Claims Assist at 1300 88 1007.

COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit
Etiqa General Takaful Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;
Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)
E-mail: complaint_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Financial Markets Ombudsman Service (FMOS) and Bank Negara Malaysia Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMOS

The Financial Markets Ombudsman Service (FMOS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The FMOS contact details are as follows:

Postal address:
Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block
Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur
Telephone Number: +603 2272 2811
Website: www.fmos.org.my

Alternatively, the Claimant or Participant may file the dispute in person at the FMOS office.

The FMOS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Participant.

For further details on the FMOS, please obtain the information pamphlets from Us or visit the FMOS website at www.fmos.org.my.

Engagement of the FMOS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the FMOS does not affect the Claimant's or Participant's right to take legal action against Us should they be dissatisfied with the outcome by the FMOS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur, Malaysia
Telephone Number: 1300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmlink@bnm.gov.my