

TRAVEL EZY

WHAT MAKES UP THIS POLICY

Insurance does not cover You against everything that can happen.

The heading does not form part of the Policy wording.

This Policy is issued in consideration of the payment of Premium as specified in the Certificate of Insurance and pursuant to the answers given in Your Application Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance 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 Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

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

To help preserve the environment, We will send You one Policy booklet only. Please keep this Policy booklet in a safe place. In case of Policy amendment, We will send You the Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

YOUR DUTY TO INFORM US

1. Communication

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

2. Duty of disclosure before this insurance is granted

- i) Where You have applied for this insurance 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 question in the Application Form (or when You applied for this insurance) i.e. You should have answered fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You are also required to disclose any other matter 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 and faithfully provide this information, the insurance may not be valid or the Policy may not cover You fully.

3. Duty of disclosure during this insurance

You are required to inform Us immediately if at any time after this contract of insurance or any other Policies 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 insurance or other Policies) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

- i) require You to pay an additional Premium for the increase risk;
- ii) make changes to the terms and conditions of this Policy; or
- iii) leave the Policy terms, conditions and Premium 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 interpretation as set out below, will apply to this Policy.

Actual Departure Time means the time when the chocks are removed from the wheel before the aircraft is pushed backwards from the airport gate.

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

Claimant means the person who submits a claim for an incurred cost.

Certificate of Insurance means the Certificate of Insurance where the Benefits and Sum Insured are stated.

Delay means more than thirty (30) minutes hold up between the Scheduled Departure Time and the Actual Departure Time of the Scheduled Carrier.

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

Insured Person You and/or Your means the person(s) named on the Certificate of Insurance as the Insured Person and must be a Malaysian, permanent resident of Malaysia or legally employed in Malaysia.

Geographical Area means this Policy refers to Malaysia.

Ombudsman for Financial Services, or OFS means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

Period of Insurance means a period commencing one (1) hour before the Scheduled Departure Time of a flight and ceases upon the Actual Departure Time.

Policy Holder means the person named on the Certificate of Insurance as a Policy Holder who has full rights on the Policy and is a Malaysian or permanent resident or legally employed in Malaysia, holding a valid Malaysian bank account.

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.

Premium means any amount We require You to pay under this Policy and includes Government charges.

Scheduled Carrier means a scheduled commercial aircraft listed with the relevant authorities in the countries in which the aircraft is registered and is operated by an airline company which holds a certificate, license or similar authorisation for scheduled transportation and maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times in accordance with such authorisation.

Scheduled Departure Time means the departure time of the flight as stated on the flight ticket of the Scheduled Carrier at the point of purchase of the flight ticket or where such flight has been rescheduled, the new departure time as announced or stated by the Scheduled Carrier.

Terrorism means an act or acts, of any person or group(s) of person, 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.

Travel Companions means the person travelling together with the Policy Holder as a group and boarding the same flight and the same Scheduled Carrier as the Policy Holder, as declared by the Policy Holder in the Certificate of Insurance.

We, Us and Our means Etiqa General Insurance Berhad.

BENEFITS DESCRIPTION

We will pay cash benefit Ringgit Malaysia Sixty (RM60.00) in the event of a flight Delay suffered by each Insured Person under this Policy during the Period of Insurance.

The coverage under this section only applies to Scheduled Carriers for which the Insured Person had purchased a valid flight ticket according to the Scheduled Carrier and regulations.

The Policy Holder may purchase this Policy to cover the Travelling Companions who have consented to be covered under this Policy and are on the same flight as the Policy Holder paying the relevant premium.

GENERAL CONDITIONS

1. A duty to comply with the Conditions

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

2. Fraud

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You or anyone acting on Your behalf, all Benefits under this Policy shall be forfeited.

3. Claims Notifications

- a) All claims must be notified Us as soon as possible after any event which may entitle You to claim under this Policy.
- b) The Benefit payment must be in respect of a Delay of a Domestic Flight which occurred within the Geographical Area during the Period of Insurance and is subject to and conditional upon the Policy Holder giving all necessary information required.

4. Termination of Policy

a) Termination by You

If You give official notice in writing at least 3 days to Us before Scheduled Departure Time to terminate this Policy, or to terminate coverage for any Insured Person, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later.

Upon termination of the Policy, We will refund the Premium together with the stamp duty paid by banking in the relevant amount into the Policy Holder's account, according to the account details provided to Us.

b) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by Your last known email address or by electronic mail. Such termination shall become effective after seven (7) days the notice is received or on the date specified in such notice, whichever is the later.

c) Automatic Termination

This Policy shall automatically terminate upon the Actual Departure Time of the flight.

5. Payment of Premium – Cash Before Cover

You must pay the Premium before the coverage under this Policy is effective.

6. Other Insurance

No person shall be covered under more than one (1) Travel Ezy Policy issued by Us. In the event the Insured Person is covered under more than one (1) such Policy, We shall consider that person to be covered under the policy, which provides the greatest amount of Benefit. If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability, We shall pay only Our ratable proportion.

7. Currency

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

8. Applicable Law

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

9. Third parties

Nothing in this Policy is intended to grant to any third party any right to enforce any term of this Policy or to confer any third party any Benefits under this Policy.

10. Arbitration Clause

Any dispute, controversy or claim arising out of or relating to this Policy 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.

11. Legal Proceedings

No action at law or in equity shall be brought to recover on the Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Policy, the Insured may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

12. Alteration and Changes

No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

13. 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 Policy.

14. Sanction Limitation Clause

This Policy shall not provide cover and We shall not be liable to pay any claim or provide any Benefit 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.

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

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

16. Subrogation

If We shall become liable for any payment under this Policy, 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.

17. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Policy as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Policy. We will notify You in writing three (3) months prior when terms in this Policy need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

18. 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 Insurance Berhad, Etiqa General Takaful 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 insurance companies or takaful operators 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 Policy.

Prior to providing Us with the Personal Data of an Insured 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 Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my.

GENERAL EXCLUSIONS

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

1. Travel delay arising from strike or industrial action which commenced or was announced before purchase of this Policy;
2. The flight is cancelled by the Scheduled Carrier;
3. If the Policy Holder is aware before the Policy was issued of any reason that may cause the flight to be delayed;
4. 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; or

POLICY 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:
Etika General Insurance 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
Etika Online: 1300 13 8888
E-mail: info@etika.com.my
Homepage: www.etika.com.my
3. In the event of claims under this Policy, 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
Etika General Insurance Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)
Facsimile Number: +603 2297 1919
E-mail: complaint_cmu@etika.com.my

We assure You that Your feedback will be looked into.

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

PROCEDURE FOR COMPLAINT TO OFS

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

E-mail: enquiry@ofs.org.my
or
Facsimile Number: +603-2272 1577
or

Postal address:
Chief Executive Officer
Ombudsman for Financial Services
Level 14, Main Block
Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Policy Holder may file the dispute in person at the OFS office.

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

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

Engagement of the OFS is subject to the terms of reference pursuant to Section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Policy Holder's right to take legal action against Us should they be dissatisfied with the outcome by the OFS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Policy Holder or Claimant who is not satisfied with the conduct of the Insurance Company may write to BNMLINK, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Policy Holder or the Claimant and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

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: bnmtelink@bnm.gov.my