



# TRAVEL INSURANCE FOR CLUB MED MEMBERS

**Policy No: 04746729**

Valid for Bookings confirmed on or after 1<sup>st</sup> May 2021

## ASIA – Malaysia - INCLUSION

### Schedule of Benefits

COVER	Limits of Cover per GM and Excess
<b>Personal Accident or Disablement</b> Occurring within 12 months of an accident sustained during the Journey	MYR49,200 Excess: Nil
<b>Medical Expenses</b> <u>Overseas Medical Expenses</u> Medical, hospital and ambulance charges incurred due to Injury or Sickness outside of Your Country of Residence not otherwise recoverable.  <u>For Club Med holiday within Your Country of Residence</u> Medical expenses due to an hospitalization of more than 1 night due to your Injury  Reasonable cost of transportation. <ul style="list-style-type: none"> <li>- Limit per visit</li> <li>- Hospital Daily Benefit for holidays in Country of Residence</li> </ul>	MYR31,980 Excess : MYR205  Up to MYR4,100 Excess MYR205  Limit per visit MYR492, up to MYR1,599 per Injury . Excess MYR205 MYR82 per day, up to MYR9,430. Excess MYR205
<b>Cancellation, Curtailment and Delay</b> Loss of irrecoverable prepaid travel and accommodation, expenses or additional travel and accommodation expenses  <b>Additional Benefits</b> <ul style="list-style-type: none"> <li>- Additional travel and accommodation expenses incurred overseas in certain events, including burial expenses</li> <li>- As a result of accidental loss of travel document or money</li> </ul>	Actual Cost Up to the maximum limit of MYR30,000  MYR12,300  MYR4,100 Excess: <ul style="list-style-type: none"> <li>- For individual : MYR205 or 20% of the benefit whichever is higher.</li> <li>- For family : MYR410 or 20% of the benefit whichever is higher</li> </ul>
<b>Baggage, Personal Effects, Money &amp; Documents</b> <ul style="list-style-type: none"> <li>- Loss or damage to items taken or bought whilst away</li> <li>- Limit on anyone item</li> <li>- Limit for video recorder or camera</li> <li>- Accidental loss of money, expenses of replacing stolen passports and credit cards</li> <li>- Emergency replacement of baggage</li> </ul>	MYR8,200 Excess: MYR205 or 15% of the benefit whichever is higher MYR2,050 MYR6,150 MYR1,025  MYR820
<b>Personal Liability</b> Injury to a third party and loss or damage to others' property	MYR820,000 Excess: Nil
<b>Ski Rescue cost</b> occurred in Resorts in China and Japan	MYR615 Excess: Nil

## 1. Definitions

- 1.1. **"YOU", "YOUR", "YOURSELF"** means the registered Club Med's members. Includes children who are dependent on and travelling with such member and are under 12 years of age. The benefits for these children are the same as for such member.
- 1.2. **"WE", "OUR", "US"**, AXA Affin General Insurance Berhad Malaysia or Our successors in title.
- 1.3. **"COUNTRY OF RESIDENCE"** means the country that your principal place of residence is situated in, and which is Malaysia.
- 1.4. **"FAMILY"** means You, Your spouse and children enrolled under the same membership number.
- 1.5. **"RELATIVE"** means Your spouse, parent, parent-in-law, grandparent, step-parent, children (including legally adopted or stepchild), grandchild, brother, brother-in-law, sister, sister-in-law, half-brother, half-sister, daughter, daughter-in-law, son or son-in-law.
- 1.6. **"CHILDREN"** means children under 12 years of age who are dependent on You and are travelling with You.
- 1.7. **"ACCIDENT/ACCIDENTAL"** means a sudden, unintentional, unexpected, unforeseen and fortuitous event caused by external, violent and visible means that occurs at an identifiable time and place and is, independently of any other cause, the sole cause of Injury
- 1.8. **"ACCIDENTAL DEATH"** means Death by reason of Accident
- 1.9. **"INJURY"** means any bodily injury that occurs fortuitously to You or any other persons directly concerned during the Period of Journey and results solely and independently of any other within 12 calendar months from the date thereof but does not include an injury that is caused by or results from a sickness or disease.
- 1.10. **"INFECTIOUS OR CONTAGIOUS DISEASE"** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means
- 1.11. **"LOSS OF LIMB"** means loss by physical severance or permanent total loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 1.12. **"POLICYHOLDER"** means but not limited to any company, firm or body corporate or association, council incorporated under the relevant law and named in the Master Policy.
- 1.13. **"MEDICAL EXPENSES"** means reasonable medical, surgical, hospital, ambulance and nursing home charges and the cost of other treatment given or prescribed by a legally qualified medical practitioner and also emergency dental charges necessarily incurred as the result of Your Injury, Sickness or death during the Period of Journey
- 1.14. **"PANDEMIC"** means any Infectious or Contagious Disease as declared as Pandemic by the World Health Organization ("WHO") or the Ministry of Health Malaysia ("MOH") and valid as of the time such declaration is made.

- 1.15. **"PERSONAL EFFECTS"** means hand carried bag(s), wallets or purses which you're your possession together with the contents therein and/or valuables or jewellery worn by You.
- 1.16. **"PRE-EXISTING CONDITIONS"** means any physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident of which You are aware or had reasonable knowledge within the twelve (12) month period preceding the first day of Period of Journey. You will be considered to have had reasonable knowledge of a Pre-existing Condition where the condition is one for which:
- (a) You had received or was receiving treatment;
  - (b) medical advice, diagnosis, care or treatment had been recommended;
  - (c) clear and distinct symptoms are or were evident;
  - (d) its existence would have been apparent to a reasonable person in the circumstances;  
or
  - (e) any congenital, hereditary, chronic or ongoing condition which You could be reasonably be expected to be aware of before the first day of Period of Journey.
- 1.17. **"SICKNESS"** means sickness or disease contracted by You or any other persons directly concerned during the Period of Journey and for which You or any other persons directly concerned have not received treatment or advice for treatment during the 30 day period immediately preceding the date of Your Club Med holiday booking.
- 1.18. **"SERIOUS INJURY OR SICKNESS"** means an injury or sickness certified as being dangerous to life or being sufficiently disabling to make it inadvisable to travel and certified as such by a legally qualified medical practitioner.
- 1.19. **"HIJACKING"** means any seizure or exercise of control by force or violence or threat of force or violence and with wrongful intent, of an aircraft or Club Med arranged land transport.
- 1.20. **"HOSPITAL"** means a hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home) operated pursuant to the local law for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24 hour nursing service and medical supervision.
- 1.21. **"HOSPITALISED/HOSPITALISATION"** means admission into and confinement at a Hospital as a registered inpatient as a result of an Accident or Illness; such confinement must have been upon the recommendation and under the care of a Physician.
- 1.22. **"REDUNDANT", "REDUNDANCY"** means the dismissal where Your employer no longer requires the work to be done by any person.
- 1.23. **"FINANCIAL DEFAULT"** means Insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

## 2. Important Matters

- 2.1 Please read this Policy carefully to ensure that You understand the terms and conditions and that the insurance You require is being provided. If You have any questions after reading this Policy, please contact Us or Your insurance advisor. If there are any changes in Your circumstances which may affect the insurance provided, please notify Us immediately. If You do not, You may not receive any or some of the Benefits set out in this Policy.
- 2.2 The Policy shall be interpreted in accordance with and governed by the laws of Malaysia.
- 2.3 We have the right to commence or takeover any legal proceedings to defend You provided we choose to do so and to take any action to recover any payment made under this Policy. You must co-operate with us to this end and do nothing to prejudice our rights.
- 2.4 You must not make any offer or promise payment or admit Your fault to any other party, or become involved in any litigation without our written approval.
- 2.5 All amounts shown are in Malaysian Ringgit (MYR).
- 2.6 Exclusions  
You should take special note of the "General Exclusions" and those portions of each section headed "We WILL NOT pay for"
- 2.6 Limits and Excess  
You should take special note of the applicable claim limits and excess amount for each type of claim.
- 2.6.1. In regard to claims under Section 2, We will not pay the first MYR205 of each and every claim.
- 2.6.2. In regard to claims under Sections 3, We will not pay the first MYR205 of each and every claim, or 20% of the benefit whichever is higher. The aggregate excess per family for each occurrence is MYR410, or 20% of the benefit whichever is higher. For all causes described in Section 3 – items (1) and (2), the 20 % excess will be reduced to 15%
- 2.6.3. In regard to claims under Section 4, we will not pay the first MYR205 of each and every claim, or 15% of the benefit whichever is higher. This excess applies as an aggregate excess per occurrence and not per person.
- 2.7 Claims Process  
You should take special note of the "Claims Process" and the required steps, timeline and supporting documents for the making of claims.
- 2.8 Valuable Items  
Club Med recommend that You leave these at home. Items of jewellery and small valuable should be placed in the safe deposit at the Club bank when not being worn during Your stay at the Club Med Resort. Claims for any loss of or damage to personal property must be supported by a receipt.
- 2.9 Additional Insurance  
Club Med travel insurance is a complementary inclusion with Your Club Med holiday package. This insurance offers basic cover for Your travel to and from Our resorts and for the duration of Your stay at Club Med. If You feel You may require additional cover to that offered in this document, OR, if You are travelling to other destinations before or after Your

Club Med holiday, we would strongly recommend asking Your travel agent to arrange additional insurance cover.

**2.10 False declaration**

If You make, or anyone acting for You makes, a claim under this Policy knowing the claim to be false or fraudulently inflated, or if You fabricate, or anyone acting for You fabricates, partially or wholly any documents which We rely on to process Your claim, We will not pay the claim and all cover under the Policy will be forfeited.

**3. Period of Journey / Cover**

**3.1 Commencement of Cover**

With the exception of Your insurance cover under Section 3 which shall commence on the date of Your Club Med holiday booking, Your insurance cover / Period of Journey shall commence as follows:

3.1.1 If You travel directly from Your place of residence in Malaysia to commence Your Club Med holiday (which shall include any side trips organised by or for Club Med as a whole package prior to Your stay at the Club Med Resort), Your insurance cover / Period of Journey shall commence when You leave Your place of residence in Malaysia to commence Your Club Med holiday.

3.1.2 If You do not travel directly from Your place of residence in Malaysia to commence Your Club Med holiday (by joining any side trip not organized by or for Club Med), then Your insurance cover / Period of Journey shall commence when You first join the side trip organised by or for Club Med as a whole package prior to Your stay at the Club Med Resort or, when You arrive at the Club Med Resort provided that:

- I. there is cover for any transportation and accommodation arranged by Club Med; or
- II. the cover under Section 3 (aircraft breakdown) shall commence two days prior to Your booked time of arrival at the Club Med Resort if transportation is not arranged by Club Med.

**3.2 Cover for Your Stay at the Club Med Resort and Club Med Transportation:**

You are covered during Your stay at the Club Med Resort. If an end of stay extension at a Club Med Resort is involved, this period is automatically covered for a maximum of ten days. There is cover during any transportation and accommodation arranged by Club Med.

**3.3 End of Cover:**

3.3.1 If You return directly to Your place of residence in Malaysia, cover shall continue until Your return to such place of residence to end Your Club Med holiday (which shall include any side trips organised by or for Club Med as a whole package after Your stay at the Club Med Resort).

3.3.2 If You do not return directly to Your place of residence in Malaysia (by joining any side trip not organized by or for Club Med), then cover shall lapse upon the expiration of 24 hours from the scheduled time of departure from the Club Med Resort provided that there is cover for any transportation and accommodation arranged by Club Med.

3.3.3 If through circumstances outside Your control the journey is extended beyond the period allocated for Your Club Med holiday, we will extend the period that is reasonably necessary for the completion of Your journey.

#### 4. **Eligibility**

##### 4.1 You must be:

- (a) a Malaysian citizen; or
- (b) a Permanent Resident of Malaysia; or
- (c) a holder of a work permit, employment pass, dependent pass, long-term social visit pass, or student pass issued by the relevant authorities in Malaysia which is valid at the time of issuance of this Policy and who is legally residing in Malaysia .

##### 4.2 You must be aged at least thirty (30) days old and at most eighty (80) years of age as at the start of the Period of Insurance;

#### **Section 1 - Personal Accident or Disablement**

Accidental Death	MYR49,200
Permanent total loss of sight of one or both eyes	MYR49,200
Loss of one or more limbs	MYR49,200
(Maximum for this section MYR49,200)	

#### **We WILL pay**

1. In the event of Your accidental death, the benefit shall be paid to Your estate only on production of an official death certificate and police report.
2. In the event of disablement, the benefit shall be paid to You on production of a medical certificate.

#### **We WILL NOT pay for**

- (a) Death or disablement which takes place 12 calendar months after the happening of the accident.
- (b) Anything mentioned in the General Exclusions.

#### **Section 2 - Medical Expenses**

##### **Section 2A - For Club Med holidays outside Your Country of Residence**

##### **We WILL pay up to a Maximum of MYR31,980 for**

1. Medical, surgical, hospital, ambulance or other emergency local transport and nursing home charges and the cost of other treatment given or prescribed by a legally qualified medical practitioner and also emergency dental charges necessarily incurred as the result of Your Injury or Sickness which occurred during Your Period of Journey.
2. In respect of Accidental Injury only, if continued treatment is necessary after You return to the country of Your residence, We will pay the above expenses incurred during the three months immediately after the date of the Accident.
3. Medical Expenses due to a Pandemic Illness  
If You are diagnosed with a Pandemic illness and You seek medical treatment from a legally qualified medical practitioner during Your Period of Journey. We WILL pay on a reimbursement basis the reasonable and customary Medical Expenses incurred related to the Pandemic illness.

#### **We WILL NOT pay for**

- (a) Medical expenses recoverable from any other source except for the excess of the amount recoverable from such source.
- (b) Medical, surgical, hospital, dental, ambulance and nursing home charges or the cost of any other treatment whatsoever incurred in the Country of Your Residence, except those

medical and dental expenses incurred as a result of an Accident which occurred during Your Period of Journey, subject to a maximum indemnity period of three months after the actual date of Accident.

- (c) The first MYR205 in respect of any one Injury or Sickness.
- (d) Anything mentioned in the General Exclusions.

**Section 2B - For Club Med holiday within Your Country of Residence  
(Applicable only if Your Club Med Holiday does not take You outside of Country of Residence)**

**We WILL pay**

1. A maximum of MYR4,100 for medical expenses due to Hospitalisation of more than 1 night and as the result of an accident only during Your Period of Journey.
2. A maximum of MYR492 per visit up to MYR1,599 per Injury for reasonable cost of transportation further to obtain medical treatment if a legal qualified medical practitioner is not available at the Club Med Resort or if You are directed to seek medical treatment by the Chef de Village or one of the Club Med's medical personnel.
3. Hospital inconvenience benefit of MYR82 per day for each day You are in hospital as a result of Injury which has occurred or has been contracted during Your Period of Journey provided that hospitalisation first occurs within twelve months after the date of Accident or contracting the Sickness up to a maximum of MYR9,430 per insured person.

**We WILL NOT pay for**

- (a) Any medical and dental expenses incurred whilst You are travelling to and from the Club Med Resort itself, unless Your travel arrangement has been made by or through Club Med.
- (b) Any transport costs which are recoverable from any other source except for the excess of the amount recoverable from such source.
- (c) The first MYR205 in respect of any one Accidental Injury.
- (d) Any medical expenses incurred as a result of Your Sickness.
- (e) Anything mentioned in the General Exclusions.

In addition to the General Exclusions and other than the "We WILL pay" reasons in this Section 2, We WILL NOT pay for any claims in respect of:

- (a) Your failure to obtain any recommended vaccines, inoculations, or medications prior to Your trip.

**Section 3 - Cancellation, Delay, Curtailment and or Additional Expenses**

**We WILL pay**

On a reimbursement basis up to the maximum of MYR30,000 for any reasonable cancellation charges or non-refundable and/or non-utilized and/or non-transferable deposits for travel and accommodation arrangements which have been paid in advance or for which You are legally liable to pay or additional travel or accommodation expenses necessarily incurred by You following cancellation, delay, disruption or curtailment of Your Journey arising out of unforeseen and unforeseeable circumstances outside Your control

Due to:

1. Your death
2. You sustaining Serious Injury or Sickness or compulsory quarantine or jury service of Yourself within 30 days prior to Your journey
3. Your Relative, partner / director of Your company or any person with whom You intend to travel and remain with during Your journey death or sustaining Serious Injury or Sickness or compulsory quarantine within 30 days prior to Your journey .
4. You or any person with whom You intend to travel and remain with during Your journey being made Redundant from full time employment if the date of departure of Your Club

Med holiday is within 30 days of the date of redundancy and full time employment has not been obtained by the departure date.

5. A direct consequence of the closure of the Club Med Resort or unavailability of accommodation due to the unexpected outbreak of strike (or any other unexpected labour disturbance), riot or civil commotion, fire, flood, storm, lightning, explosion, typhoon/hurricane/cyclone, avalanche, earthquake or any other natural disaster and adverse weather conditions within 14 days prior to Your Period of Journey.
6. A direct consequence of the unexpected outbreak of a non-Pandemic communicable disease at place where the Club Med Resort is located is declared, by i) the Government of that particular place and/ or ii) the World Health Organization (“WHO”) with prior notification of 14 days to the Company, that particular place is infected by a non-Pandemic communicable disease.
7. A direct consequence of delay, cancellation, curtailment, diversion or re-routing of scheduled transport services (covering airline flight, sea vessel crossing, coach or train journey) due to the unexpected outbreak of strike (or any other unexpected labour disturbance), riot or civil commotion, fire, flood, storm, lightning, explosion, typhoon/hurricane/cyclone, avalanche, earthquake or any other natural disaster and adverse weather conditions, but only if You have made every reasonable effort to continue on Your journey.
8. A direct consequence of delay or interruption of scheduled transport services (covering airline flight, ferry sea crossing or coach or train journey) due to the unexpected rescheduling by airlines or other transportation providers or due to mechanical breakdown or Accident of aircraft, sea vessel, coach or train causing a delay or interruption either in excess of 12 hours from the scheduled arrival time in the Club Med Resort or hotel, or less than 12 hours if such delay or interruption will reasonably result in additional accommodation and travel expenses being incurred or prepaid accommodation charges being forfeited, (when not travelling on specified Club Med flights, proof of delayed itinerary, must be obtained from the airline and supplied to us), but only if You have made every reasonable effort to continue on Your journey.
9. A direct consequence of the hijacking of an aircraft, sea vessel, coach or train resulting in a delay or interruption to Your journey either in excess of 12 hours, or less than 12 hours if such delay will reasonably result in additional accommodation and travel expenses being incurred or prepaid accommodation charges being forfeited, such delay or interruption preventing You from reaching the scheduled destination of the aircraft, sea vessel, coach or train on which You are a passenger, but only if You have made every reasonable effort to continue on Your journey.

### **Additional Benefits**

#### **We WILL pay**

1. The reasonable cost of a Relative or friend to travel to, remain with, and escort You as a matter of necessity (following advice from a legally qualified medical practitioner) during Your journey, burial expenses incurred outside of the Country of Residence or the cost of returning Your body or ashes to Your home address. (Maximum MYR12,300)
2. Reasonable additional or forfeited travel and accommodation expenses due to delay or interruption of Your journey after commencement of journey as a result of loss of passport, travel documentation or money. (Maximum MYR4,100)

#### **We WILL NOT pay for**

Expenses incurred by:

- (a) Carrier caused delays that are recoverable from the carrier.
- (b) Your business losses or contractual losses or those of Your travelling companion or Relative.

- (c) Change of plans or disinclination of You, Your travelling companion or Relative to travel on Your journey.
- (d) Inability of any tour operator or wholesaler to complete arrangements for any tour due to deficiency in the required number of persons to commence any tour or journey.
- (e) Claims arising from depression, anxiety, mental or nervous disorder.
- (f) Claims for accommodation or travel expenses in excess of the fare or class originally selected by You unless You can prove to us that the additional expenditure was necessary and due to circumstances outside of Your control.
- (g) Your being unfit to travel at the time of effecting this insurance or any circumstances which could lead to cancellation or disruption of Your Journey that You are aware of at the time of booking Your Club Med holiday package.
- (h) Additional or forfeited travel expenses if Your travel arrangement is not made by or through Club Med.
- (i) Being unable to travel or choosing not to travel because of the advice against travel by any authorities of the Malaysian government including but not limited to the Ministry of Home Affairs or equivalent authorities in the countries to/from which you are travelling.
- (j) The excess of MYR205 of each and every claim, or 15% of the benefit whichever is higher. However, if claims are incurred by a family under the same occurrence, the claims excess to be applied is MYR410 as an aggregate excess per family for each occurrence, or 15% of the benefits whichever is higher.
- (k) Anything mentioned in the General Exclusions.

## **Section 4 - Luggage, Personal Effects, Money and Documents**

### **We WILL pay for**

A maximum of MYR8,200 for loss of or damage to Your own Personal Effects (other than household furniture) taken, and articles purchased by You on Your journey. We may choose to repair or replace the property or pay for the loss in cash after making allowance for depreciation, wear and tear.

Our payment will not exceed the original price paid or amount declared at Customs for each item with:

1. a maximum of MYR6,150 for any video recorder or camera (including their attached and unattached accessories).
2. a maximum of MYR2,050 for any one article, set or pair of articles.
3. a maximum of MYR1,230 (without deduction of the excess) if the arrival time of your total baggage is delayed during Your journey by any carrier for a period exceeding 24 hours, we will reimburse You for the emergency purchase of essential replacements in all. Any such claim must be supported by written confirmation from the carrier responsible.
4. a maximum of MYR1,025 in case of loss by Accident or misfortune of money, including travellers cheques, tickets, expenses of replacing stolen passports and credit cards (losses or liabilities arising out of unauthorised use of the lost credit cards are covered up to sub-limit of MYR328) that occurs during the Period of Journey.

### **We WILL NOT pay for**

- a) Losses that occur during Your travel to and from the Club Med Resort if You are using transportation not arranged by Club Med.
- b) Electrical or mechanical breakdown of any articles.
- c) Scratching or breakage of fragile or brittle articles (but this does not apply to lenses of spectacles, binoculars, photographic equipment and electronic components) unless caused by fire or accident to or theft from any vehicle, aircraft, watercraft or train in which You are travelling.
- d) Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, insects, rodents, vermin or any process of cleaning, repairing, restoring or alteration.
- e) Any loss or theft whatsoever not reported within 24 hours to the Police or responsible officer of any aircraft or vessel on which You are travelling or the responsible officer of the Club Med Resort. All such reports are to be verified by written statement from such authority.
- f) Unaccompanied baggage and personal effects unless transported by the carrier with whom You are travelling, or its nominee and arranged in conjunction with Your travel ticket.
- g) Loss of baggage or personal effects left unattended by You in a public place.
- h) Loss of credit cards, travellers cheques and travel documents unless reported both to the issuing authority as soon as possible after discovery and in accordance with sub-paragraph (e) above.
- i) Confiscation by customs or other officials or authorities or losses due to devaluation in currency.
- j) Any goods or personal property that is intended for sale or trade.
- k) Any loss or damage to any goods or personal property being carried in contravention of the laws and / or regulations of any country.
- l) Your wilful acts, omission, negligence or carelessness.
- n) Unexplained and mysterious disappearance of the Insured Person's Baggage or Personal Effects.
- o) The Excess of MYR205 of each and every claim, or if greater, 15% of the benefit to be paid prior to the application of this Excess. This claims excess applies as an aggregate excess per family for each occurrence and not per person.

p) Anything mentioned in the General Exclusions.

## **Section 5 - Personal Liability**

### **We WILL pay for**

All sums up to a MYR820,000 limit of indemnity which as a result of Your negligent act during the period of journey, You become legally liable to pay for arising out of:

1. Bodily injury including death or disease to another person and / or
2. Loss or damage to other property.

The limit of indemnity is inclusive of all law costs and expenses incurred by You with Our written consent or recoverable from You by any claimant.

### **We WILL NOT pay for**

- (a) Death or bodily injury to any Relative, travelling companion or employer or liability which You have under any Workers Compensation Act, ordinance or other legislation or contractual agreement.
- (b) Damage to property which You own or have in Your charge.
- (c) Damage to property, death or bodily injury arising out of Your ownership, use or possession of any mechanically propelled vehicle, aircraft or watercraft.
- (d) Damages arising out of any of Your business, professional or trade activities including You giving professional advice.
- (e) Any punitive, exemplary or aggravated damages.
- (f) Anything mentioned in the General Exclusions.

## **Section 6 - Ski Rescue Costs**

### **We WILL pay up to a Maximum of MYR615 for**

Reimbursement of ski rescue costs occurred at Club Med Resorts with ski facility in China and Japan.

### **We WILL NOT pay for**

- (a) Any engagement in organised competitions or when skiing against local authoritative warning or advice.
- (b) Skiing or Snowboarding off piste without qualified instructor.
- (c) Anything mentioned in the General Exclusions.

## General Exclusions

**We WILL NOT pay under any Section of this Policy for loss or liability directly or indirectly as a result of:**

- (a) War, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media.
- (b) Any event or circumstance which You knew or ought to have known would possibly affect or disrupt Your Trip, including any event or circumstance known to the general public prior to the application for this Policy or at the time the bookings for the Period of Journey were made
- (c) 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 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (this does not apply to Policy Sections 1 and 2).
- (d) Any illegal or unlawful act by You or confiscation, detention, destruction by Customs or other authorities.
- (e) Any prohibition or regulations by any government.
- (f) Any breach of government regulation or following the warning of any intended strike, labour disturbance, riot or civil commotion through or by general mass media, any failure by You to take reasonable precautions to avoid a claim under the Policy.
- (g) We shall not cover any claims arising from a Pandemic unless it is mentioned under the "We WILL pay for" section ;  
This exclusion also applies to any claim, loss, liability, cost, or expense of whatsoever nature directly or indirectly arising from, contributed to or by, or resulting from:
  - i. Any fear or threat (whether actual or perceived) relating to the Pandemic; or
  - ii. Any action taken to comply with governmental laws, regulations or directive issued in relation to the Pandemic and/or any action taken to control, prevent or suppress the Pandemic.
- (h) Your not taking all reasonable precautions to avoid or minimise injury to Yourself or loss or damage to Your personal property or Your deliberate act to cause a claim under the Policy.
- (i) Riding or driving in any kind of race.
- (j) Insanity, Acquired Immune Deficiency Syndrome (AIDS), Human Immune Deficiency Virus (HIV) or Venereal Disease.
- (k) Travel booked or activities engaged in against medical advice.
- (l) Pregnancy, including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to Injury as a direct result of an Accident;
- (m) Suicide or attempted suicide or intentional self Injury.
- (n) Any Pre-existing condition.
- (o) The result of alcohol or drugs not prescribed by a legally qualified medical practitioner.
- (p) Air travel other than as a passenger on a fully licensed passenger carrying aircraft operated by a recognised airline or air charter company.
- (q) Any form of employment undertaken by You during the Period of Journey.
- (r) Your participation in:
  - I. the practice as a professional of sport of any kind;
  - II. aerial sports (such as but not limited to hang gliding, bungee jumping, parachuting, para-sailing), hunting, polo playing, football, mountaineering, rock climbing using ropes

- or guides (not hiking), or water skiing. Provided that this exclusion does not apply to activities which are approved and organised by Club Med and You participate in them during Your stay at the Club Med Resort.
- (s) The physical and / or material consequences of Your taking up a bet or participating in a fight (other than of fighting in self defence).
  - (t) Your participation in any underwater activity involving the use of any artificial breathing apparatus if You do not hold an open water diving license. However, this exclusion does not apply to any underwater activities up to a depth of 30 meters which are approved by and / or organised by Club Med and You participate in them during Your stay at the Club Med Resort.
  - (u) Motor cycling except for transportation purposes on the Club Med Resort or where You have held a current motor cycle license for a period in excess of 12 months.
  - (v) Consequential loss of whatsoever nature except those specifically covered.
  - (w) Unseaworthiness of vessel or craft
    - I. Any unfit of vessel craft for the safe carriage of You where Club Med or their servants or agents are privy to such unseaworthiness or unfitness at the time You are on board. We waive any breach of the implied warranties of seaworthiness of the ship(s) and fitness of the ship(s) to carry You to destination, unless Club Med or their servants or agents are privy to such unseaworthiness or unfitness.
  - (x) You are not covered for any costs or losses arising, directly or indirectly, from the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, travel agent, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own Financial Default or the Financial Default of any person, company or organisation with whom or with which they deal.
  - (y) Any medical expenses incurred for Traditional Chinese Medicine.
  - (z) Any financial or consequential loss or expense arising out of the gross negligence or fault or its failure, intentionally or unintentionally, to provide services or facilities to You in accordance with the reservation made by You with Club Med.
  - (aa) Disintegration of the atomic core or any radiation arising from an energy sources with a radioactive nature.
  - (bb) Any unused or additional costs incurred by You which are recoverable from:
    - (a) The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
    - (b) The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
    - (c) Your credit or debit card provider or Paypal or eWallet service provider.
  - (cc) Your travel to a country, specific area or event against the advice of any of the authorities of the Malaysian government including but not limited to the Ministry of Home Affairs of Malaysia or the equivalent authorities in a country to/from which You are travelling.
  - (dd) Any claim arising from a reason not listed in the "We WILL pay for" sections.

## **GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY)**

### **Cancellation**

Either We or Policyholder may terminate this Policy at any time by the giving of 14 days' notice in writing. Upon termination by Us, We shall refund to Policyholder a rateable proportion of the premium for the unexpired term for the termination. Upon termination by Policyholder, We may retain the customary short-period rate for the time the Policy has been in force and refund the balance of the premium paid to Policyholder. If a claim has been made by Policyholder and admitted by Us during the current policy year, there will be no refund of any premium.

### **Dispute Resolution**

If there is any dispute in connection with this Policy, Policyholder and Us mutually agree to first try to amicably resolve the dispute by mediation in accordance with the Mediation Act 2012; if the dispute cannot be resolved by such mediation, the dispute may be referred to a Court of competent jurisdiction in Malaysia.

### **Payment of Benefits**

All Benefits payable under this Policy will be paid to You. Benefits payable in the event of Your death will be paid to Your legally appointed personal representative. Such payment shall be a full and final discharge to Us. All Benefits payable under this Policy are subject to the maximum limits stated in the Schedule of Benefits and shall be in Ringgit Malaysia only.

### **Claims**

1. If any Injury, Accident, Loss or Damage happens, You must:
  - (a) advise Us in writing as soon as possible but in any event not later than thirty (30) days after the expiry of this insurance or upon return to Malaysia, whichever is earlier;
  - (b) send to Us immediately any writ, summons, letters or other documents;
  - (c) consent to providing Us the certificates, information and other documents (including, where necessary, an English translation thereof) as We may reasonably require; and
  - (d) at Your expense, or at the expense of any person representing You, provide Us with certificates, information and other documents (including, where necessary, an English translation thereof) as We may reasonably require.
2. You must not admit or deny any claim made by someone else against You or make any agreement with him or her.
3. We shall be entitled to:
  - a) request an examination by a medical referee appointed by Us for a non-fatal Injury;
  - b) the right to negotiate, settle or defend any such claim in Your name and on Your behalf;
  - c) use any legal right of recovery You may have;
  - d) request an autopsy and/or post-mortem examination in the event of death; and
  - e) at Our option, choose to make payment, reinstate or repair any lost or damaged property.
4. Our liability is limited solely to the payment of the Benefits You are entitled to under this Policy. No liability is assumed by Us for the availability, quality or results of any medical treatment or other service, or for any failure to obtain any treatment or service covered by the terms of this Policy.

5. Where this Policy requires that a police report be made at a police station or any other report be made with the relevant authorities, a copy of such report must be obtained from the police or relevant authorities (at no cost to Us) and submitted to Us to support Your claim.

### **Tax Clause**

You are obligated to pay all applicable taxes (which include but are not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy

### **Interest**

Except as required by law, no amount payable under this Policy shall carry interest.

### **Sanction Limitation Clause**

No (re) insurer shall be deemed to provide Cover and no (re) insurer shall 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 that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Malaysia.

### **Making Claims**

First, check Your Holiday Booking Invoice and the appropriate Section of Your Policy to make sure that what You are claiming for is covered. The claim forms are available from Your local Club Med sales office. The form should be filled in and returned to Your local Club Med sales office together with all the necessary supporting evidence, as detailed below within thirty (30) days of the happening of the insured event. The claim form must be received by AXA Affin General Insurance Berhad within thirty (30) days of the happening of the insured event.

1. Personal Accident
  - supporting statements from the appropriate authorities. e.g. Statement of Accident issued by Club Med.
  - death certificate or medical certificate or post mortem report from the attending doctor abroad, whichever applicable
  - Police Report (if applicable)
2. Medical Expenses
  - original accounts and receipts showing:
    - (a) date of consultation
    - (b) diagnosis
    - (c) name of patient
    - (d) charges
  - (e) Copies of the invoices from the medical suppliers justifying the medical expenses. In case We do not receive such documents, We may not pay for the claimed amounts.
  - (f) Hospital Discharge Summary confirming the date of admittance and the date of discharge from the hospital
3. Delay, Cancellation or Curtailment
  - original receipts, boarding passes and airline ticket jacket and supporting statements from the appropriate authorities.
  - original Debit Note for Cancellation issued by Club Med.
  - original Debit Note for Curtailment.
4. Property lost / stolen or damaged
  - supporting statements from the appropriate authorities

- original receipts or proof of purchase (issued by the vendor) for each lost / damaged item.
  - Police report lodged at place of incident within 24 hours and detailing the circumstances and list of property stolen
5. Loss of Money
- supporting statements from the appropriate authorities.
  - Police report lodged at place of incident within 24 hours and detailing the circumstances and list of personal money stolen
6. Rescue costs in China and Japan
- original receipts of payment for the rescue costs.

"Appropriate Authorities" include, where applicable, the police, a registered doctor, and the responsible officer of the Club Med Resort or relevant aircraft or vessel.

**Failure to submit all the necessary supporting documents will cause unnecessary delays and may result in Your claim being rejected.**

If, for any reason, You are not happy with the service You have received from Us, You may:

- i. write to Our Customer Service Department; or
- ii. e-mail Us at [customer.service@axa.com.my](mailto:customer.service@axa.com.my).

If You are still not satisfied with the way any issue has been handled by Us, You may:

- i. refer matters concerning claims to:

The Ombudsman for Financial Services  
 Level 14, Main Block, Menara Takaful Malaysia  
 No. 4, Jalan Sultan Sulaiman,  
 50000 Kuala Lumpur  
 Tel: (603) 22722811 / Fax: (603) 22721577

or

- ii. submit Your complaints or feedback:

- (a) at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia;
- (b) by calling BNMTELELINK at 1-300-88-5465;
- (c) by sending a fax to (603) 21741515;
- (d) by sending an e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or
- (e) by sending an SMS to 15888.

In respect of any communication between You and Us including, without limitation, the giving of any notice or demand under this Policy:

- i. You are to –

- (a) write to Our Customer Service Department; or
- (b) e-mail Us at [customer.service@axa.com.my](mailto:customer.service@axa.com.my); and

ii. We will –

- (a) write to You at the address given to Us in Your proposal for this Policy or at Your address last notified to Us in writing;
- (b) email You at the email address given to Us in Your proposal for this Policy or at Your email address last notified to Us in writing; or
- (c) communicate with You by mobile phone or any form of electronic messaging We may consider fit at a contact number or electronic address which You have given to Us;

If sent by post, the notice or demand, if correctly addressed, will be deemed to have been received on the seventh day after posting. If sent by email, mobile phone or any form of electronic messaging, the notice or demand will be deemed to have been received on the day it was sent.