



اينسورنس ناسيونل

National Insurance Company Berhad

(Incorporated in Negara Brunei Darussalam)

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TRAVEL PROTECTOR POLICY

IMPORTANT

You are a valued client and it is our aim to provide you with efficient service and prompt settlement of all valid claims.

This policy sets out the benefits, coverage, exclusions and conditions. We recommend that you read it carefully and if it is not completely in accordance with your intentions or if any error be found therein, please contact us immediately.

TRAVEL PROTECTOR POLICY

NATIONAL INSURANCE CO BHD hereinafter called the Insurer agree subject to the terms, exceptions and conditions contained herein or endorsed hereon, that if during the period of insurance any Insured Person suffers loss as shown below the Insurer will indemnify such Insured Person to the extent as defined in the policy.

GEOGRAPHICAL LIMITS

Asia
Worldwide

PERIOD OF INSURANCE

Under Section 14 (Loss of Deposit or Cancellation) insurance is effective immediately upon the issuance of policy and terminates on commencement of the planned trip from Brunei.

Note: The benefit under Section 14 is only effective when the insurance policy is issued at least 8 days before departure date.

In respect of all other sections, insurance commences when the Insured Person leaves his/her place of residence or business in Brunei (whichever is the later) to commence the planned trip until the time of return to his/her place of residence or business in Brunei (whichever is the earlier) on completion of the planned trip. In any event the planned trip should not commence more than three (3) hours prior to booked departure time or cease more than three (3) hours after booked return to Brunei. A planned trip shall involve return to Brunei within the Period of Insurance stated-hereon.

AUTOMATIC EXTENSION

In the event of delay beyond the control of the Insured Person as a direct result of:

- (a) A serious illness or accidental bodily injury sustained by the Insured Person

OR

- (b) The scheduled public conveyance in which the Insured Person is traveling being unavoidably delayed

which occurs during the Period of Insurance and the return journey cannot be completed before the expiry of the Period of Insurance.

Provided that either of the above events is admissible under this insurance in the first instance, the Period of Insurance shall be automatically extended without additional premium for such period as is reasonably necessary for the completion of the journey.

In consideration of payment of the premium the Insurer agree to provide insurance for the Insured Persons in the relevant policy.

GENERAL DEFINITIONS

- 1) **“We/Our/Us/Insurer”** means National Insurance Co. Bhd.
- 2) **“You/Your/Insured Person”** means the Insured Person(s) shown in the Schedule of the Policy.
- 3) **“Journey or Trip”** means the period commencing from the time you leave your place of residence or business to proceed directly to the place of embarkation in Brunei to commence the intended destination(s) and ceases when you return to your place of residence or business or 3 hours upon your arrival in Brunei after clearing the immigrations or the expiry of the period of insurance shown on the Policy, whichever is the earlier. Subject to maximum duration of trip not more than 185 days for Single Trip Policy and each trip not more than 90 days for Annual Policy. Each journey or trip must begin and end in Brunei.
- 4) **“Single Trip Policy”** means a policy where premium is charged according to the selected plan, duration and destination(s) of each trip undertaken during the policy period.
- 5) **“Annual Policy”** means a policy issued for the selected Plan where you can make unlimited number of trips to the selected region of travel but each trip lasting not more than 90 days.
- 6) **“Child”** means fully dependent child under the age of eighteen (18) years or up to twenty -three (23) years who is studying full-time in a recognised institution of higher learning who is not married nor in employment.
- 7) **“Family”** means you and/or your spouse with any number of dependent child under the age of 18 years or up to 23 years who is studying full-time in a recognised institution of higher learning who is not married nor in employment.
- 8) **“Accident”** shall mean an unforeseen and unexpected event.

- 9) **“Injury”** shall mean bodily injury caused by an Accident by violent, external and visible means, and which shall have occurred solely by and independently of any other causes. Such bodily injury includes injuries resulting in permanent disability or death.
- 10) **“Illness”** shall mean any noticeable change in the physical health of an Insured Person due to a medical condition contracted, commencing or manifesting whilst overseas during the period of the insured trip in which the Insured Person seeks the care of a Qualified Medical Practitioner acting within the scope of his/her license to treat the illness for which the claim is made provided the illness is not pre-existing and the nature of the illness is not excluded from this Policy.
- 11) **“Serious Injury or Serious Illness”** whenever applied to the Insured Person, is one which requires treatment by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as unfit to travel or continue with his/her original trip. When applied to the immediate family member, it shall mean Injury or Illness certified as being dangerous to life by a Qualified Medical Practitioner and which results in the Insured Person’s discontinuation or cancellation of his/her original trip.
- 12) **“Qualified Medical Practitioner”** shall mean a licensed practitioner of the healing arts acting within the scope of his/her license. The attending Qualified Medical Practitioner may not be the Insured Person, the Insured Person’s spouse, a person booked to accompany the Insured Person on the trip, or a person who is related to the Insured Person.
- 13) **“Curtailement”** means abandonment of the planned trip after arrival at the booked destination as shown on the booking invoice and return to place of residence in Brunei.
- 14) **“Money”** means cash, bank or currency notes, cheques, traveller’s cheques, postal or money orders, petrol coupons or credit vouchers.
- 15) **“Travel documents”** means travel-tickets and passports.
- 16) **“Dental expenses”** means expenses for dental treatment.
- 17) **“Dental Treatment”** means emergency treatment of teeth to stop sudden pain. This does not include normal or ongoing care of teeth or cosmetic surgery to replace crowns or dentures.
- 18) **“Pre-existing condition”** means any injury, illness or condition
- (a) for which treatment, or medication, or advice, or diagnosis has been sought or received during the twelve (12) months prior to the commencement of the Policy for you concerned, or
 - (b) which was known by the Insured (or anyone insured under the Policy) to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.
 - (c) For annual plan policyholder, pre-existing conditions will apply to subsequent trips if an Insured Person has made a claim for a medical condition on a previous trip.
- 19) **“Scheduled public conveyance”** means any air, land or water conveyance which is duly licensed for the regular transportation of fare-paying passengers but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.
- 20) **“Deductible”** means the first part of each and every claim that the Insured Person is required to bear.
- 21) **“Epidemic”** means a sudden severe outbreak of disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region. For example, SARS.
- 22) **“Pandemic”** means an outbreak of infectious disease, which meets the following criteria set by World Health Organisation (WHO), that spreads through population across a large region or worldwide.
- (i) Emergence of a disease new to a population.
 - (ii) Agents infect humans, causing serious illness.
 - (iii) Agents spread easily and sustainably among humans.
- 23) **“Geographical Limits”** means your selected geographical travel area (travel sector) outside Brunei indicated as “Asia” or “Worldwide” are defined as follows:
- (a) ASIA -Singapore, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Vietnam, Timor Leste, Australia, Bangladesh, China, Hong Kong, India, Japan, Korea, Macau, Maldives, Mongolia, Nepal, New Zealand, Pakistan, Sri Lanka, Taiwan and Tibet.
 - (b) WORLDWIDE - Anywhere in the World (excluding countries that are sanctioned by the United Nations).

SECTION 1 - PERSONAL ACCIDENT

If you sustain bodily injury caused by accidental means during the Period of Insurance, the benefits as per schedule will be paid on:

- 1) Death by Accident
- 2) Loss of one or more limbs or loss of sight of one or both eyes
- 3) Permanent Total Disablement

No benefits will be payable:

- (a) Under Benefits (1) or (2) unless such death or loss occurs within twelve (12) months of the date of injury.
- (b) Under Benefit (3) except on proof to the Insurer that the disablement has continued for twelve (12) months from the date of injury and in all probability will continue for the remainder of your life.

The maximum amount of all benefits payable for one or more injuries sustained by you during the Period of Insurance shall not exceed the maximum limits as indicated in the Policy schedule.

DEFINITIONS

- 1) **“Permanent Total Disablement”** means absolute disablement for twelve (12) calendar months and at end of that time beyond hope of improvement.
- 2) **“Loss of Limb”** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle including permanent loss of use of complete hand or foot.
- 3) **“Loss of an Eye”** means the complete and irrecoverable and irremediable loss of sight of an eye.

SECTION 2 - MEDICAL, DENTAL AND OTHER EXPENSES

For Insured Person(s) above age 70 years old, pay up to the limit specified in the schedule including Section 5 (applicable to both Individual Plan & Family Plan).

We will reimburse you up to the limit specified in the schedule for:

- 1) (a) Medical, hospital, treatment and dental expenses (including up to B\$5,000 for treatment for miscarriage arising from an accident)
- (b) Additional accommodation and transportation expenses necessarily incurred by you to remain behind upon written advice of a qualified medical practitioner
- (c) Medical treatment by herbalist, acupuncturist and bonesetters on injury sustained abroad, is payable up to a maximum of B\$200 per accident, inclusive of necessary follow-up treatment expenses reasonably incurred by you in Brunei within one (1) week after your return from overseas.

necessarily incurred outside Brunei within six (6) months from date of incident giving rise to the claim as a direct result of accidental bodily injury or illness sustained by you during the Period of Insurance while overseas.

- 2) Necessary follow-up medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) reasonably incurred by you in Brunei within one (1) week after your return from overseas
 - (a) where such expenses incurred arising from an accidental bodily injury or illness sustained overseas by you during the period of Insurance
 - (b) if you seek medical treatment within 24 hours upon return to Brunei, where initial treatment for that accidental bodily injury or illness sustained by you was not sought overseas

The total medical expenses incurred overseas and in Brunei shall not exceed the maximum limit specified in the schedule under Section 2 of the Policy.

DEDUCTIBLE APPLICABLE TO SECTION 2

The first B\$50 each and every claim

SECTION 3 - COMPASSIONATE VISIT BY A RELATIVE OR FRIEND

We will reimburse reasonable accommodation and transportation expenses necessarily incurred for one (1) relative or friend who on written advice of a qualified medical practitioner, to remain behind with or travel to be with you, necessarily incurred outside Brunei within six (6) months from date of incident giving rise to the claim as a direct result of accidental bodily injury or illness sustained by you during the Period of Insurance while overseas.

The total expenses incurred shall not exceed the maximum limit specified in the schedule under Section 3 of the Policy. No expenses is payable under Silver plan.

SECTION 4 - CHILD HELP

We will reimburse reasonable accommodation and transportation expenses necessarily incurred for one (1) relative or friend to accompany the children back to Brunei if there is no other adult traveling with the children in the event you are hospitalized overseas, necessarily incurred outside Brunei within six (6) months from date of incident giving rise to the claim as a direct result of accidental bodily injury or illness sustained by you during the Period of Insurance while overseas.

The total expenses incurred shall not exceed the maximum limit specified in the schedule under Section 4 of the Policy. No expenses is payable under Silver plan.

EXCLUSIONS APPLICABLE TO SECTIONS 1, 2, 3 & 4 ONLY

We will not pay for claims in respect of

- 1) Bodily injury arising from a cause gradually operating upon you.
- 2) Meals and other incidental expenses except those incurred by you during hospitalisation for medical treatment at registered medical institution.

SECTION 5 - EMERGENCY SERVICES

In the event of a serious accident or illness requiring hospitalization overseas you may ask the hospital administrator to contact us by phone or fax if you need assistance.

Alternatively, you may call International SOS Pte Ltd Tel: +65 63399923 for assistance with payment of your hospital bills.

You will be required to give details of your insurance as well as the nature of the problem, location and medical contacts. After validation with us, International SOS will arrange to pay bills within the conditions and limits of your insurance coverage.

SECTION 6 - HOSPITAL ALLOWANCE

If you are admitted to a hospital (licensed for surgery) abroad as an in-patient due to accidental bodily injury or illness sustained abroad during the Period of Insurance, we will pay an allowance as stated in the schedule per day for the period of hospitalisation. (No allowance is payable under silver plan)

Payment shall be made after the period of hospitalisation.

EXCLUSIONS APPLICABLE TO SECTIONS 2 AND 6 ONLY

We will not pay for claims in respect of

- 1) Treatment or aid obtained in Brunei (except as specifically provided for in Section 2).
- 2) Surgery or medical treatment which in the opinion of the medical practitioner treating you can be reasonably delayed until your return to Brunei (except as specifically provided for in Section 2).

SECTION 7 - REPATRIATION EXPENSES

In the event of death, we will pay reasonable charges for burial or cremation of the Insured person in the locality where death occurs or the reasonable cost of transporting the body or ashes to Brunei but not exceeding the maximum limit specified in the schedule under section 7 of the Policy.

SECTION 8 - BAGGAGE AND PERSONAL EFFECTS

We will reimburse you up to the maximum limit as specified in the schedule for loss of or damage to baggage taken, or purchased on the trip (including clothing and personal effects worn or carried on the person, trunks, suitcases and the like receptacles), occurring during the period of Insurance and owned or held by you.

In the event that you purchase a comparable replacement for the lost article, we will pay the replacement cost provided the lost article was not more than two years old at the date of loss. If you cannot prove the age of the lost article, or if the article is more than two years old, or if the article is not replaced, we will deal with the claim on the basis of original purchase value of the article less depreciation or the cost of repair whichever is the lesser.

If any article is proven to be beyond economical repair, a claim will be dealt with under this policy as if the article had been lost.

In the event of loss of or damage to any property insured forming part of a pair or set, our liability shall not exceed a proportionate part of the value on the pair or set.

We shall not be liable for more than B\$800 in respect of any one article or pair or set of articles.

DEDUCTIBLE APPLICABLE TO SECTION 8

The first B\$50 each and every claim.

Such losses must be reported to the local police at the place of loss within 24 hours after the incident and a written statement from the police must be obtained to substantiate the claim.

EXCLUSIONS APPLICABLE TO SECTIONS 8 AND/OR 10 ONLY

We will not pay for claims in respect of

- 1) Loss of or damage arising from delay or confiscation or detention by Customs or other official.
- 2) Loss of or damage to stamps, documents (other than those specifically mentioned in Section 10) eye glasses, hearing aids, artificial teeth or dental bridges or contact or cornea lenses or damage to fragile articles, cameras, musical instrument, radios and such similar property.
- 3) Business goods or samples or any property belonging to your Employer.
- 4) Loss or damage due to atmospheric or climatic conditions, normal wear and tear, depreciation, gradual deterioration, moths, vermin, inherent vice, mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by you to repair, clean or alter any property.
- 5) Cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
- 6) Loss of or damage whilst in the custody of an airline or other carrier, unless reported immediately on discovery and in the case of an airline a Property Irregularity Report is obtained.
- 7) Loss of or theft of property left unattended in a public place or as a result of your failure to take due care and precautions for the safeguard and security of such property.
- 8) Loss of or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party.
- 9) Loss to Insured Person's baggage sent in advance mailed or shipped separately.
- 10) Unexplained and mysterious disappearance.
- 11) Objects of art, antiques, collector's items.
- 12) loss, theft to items left behind in a taxi, car, hotel or motel room after you have checked out or items left behind after you have disembarked from the carrier.
- 13) Loss or damage to jewellery, howsoever occasioned.

SECTION 9 - DELAYED BAGGAGE

We will pay you a cash benefit up to the maximum limit as specified in the schedule if your checked-in baggage is certified by the carrier to have been delayed, misdirected or temporarily misplaced for at least 8 hours from the time of your arrival at destination abroad as specified in the itinerary supplied to you.

This section does not apply to baggage delay or misdirected upon your return to Brunei at the end of the trip.

You cannot claim under both Sections 8 and 9 for the same event.

SECTION 10 - PERSONAL MONEY & TRAVEL DOCUMENTS

We will compensate you

- (a) the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses and hotel accommodation incurred to replace lost travel documents and
- (b) for the loss of your money up to the maximum as stated in the schedule (no compensation is payable under silver plan)

arising out of robbery, burglary or theft whilst overseas during the Period of Insurance. Such losses must be reported to the local police at the place of loss within 24 hours after the incident and a written statement from the police must be obtained to substantiate the claim.

The total compensation shall not exceed the maximum limit as specified in the schedule under section 10 of the Policy.

EXCLUSIONS APPLICABLE TO SECTION 10 ONLY

We will not pay for claims in respect of

- 1) Shortage due to error, omission, exchange or depreciation in value.
- 2) Loss of travellers' cheques not immediately reported to the local branch or issuing agent.
- 3) Loss of cash cards.
- 4) Unexplained losses.
- 5) Loss of passport and travel documents left unattended in a public place which the general public has free access to.

DEDUCTIBLE APPLICABLE TO SECTION 10

The first B\$50 each and every claim.

SECTION 11 - PERSONAL LIABILITY

We will indemnify you against all sums up to the maximum limit as specified in the schedule, which you are legally liable to pay to any third party as damages arising during the Period of Insurance whilst overseas as a result of:-

- 1) Accidental injury to any person.
- 2) Accidental loss of or damage to property.

In addition, we will indemnify you for -

- 1) Third Party's costs and expenses recoverable from you and
- 2) Your costs and expenses incurred with our written prior consent.

EXCLUSIONS APPLICABLE TO SECTION 11 ONLY

We will not pay for claims arising out of, in respect of, consequent upon

- 1) Employers' liability, contractual liability or liability to a member of your family.
- 2) Animals and property belonging to you or in your care custody or control.
- 3) Any wilful, malicious or unlawful act
- 4) Pursuit of trade, business or profession.
- 5) Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- 6) Ownership, possession or use of vehicles, aircraft or watercraft.
- 7) Legal costs resulting from any criminal proceedings.
- 8) The influence of intoxicating liquor, mountaineering, ski-racing in major events, ski-jumping, ice hockey, the use of bobsleighs or skeletons, riding or driving in races or rallies or the use of firearms.
- 9) Judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Brunei.

SECTION 12 - TRAVEL DELAY

- 1) If the departure of the scheduled public conveyance in which you had arranged to travel is delayed for at least 8 hours from the time specified in the itinerary supplied to you due to strike/industrial action, adverse weather conditions or mechanical breakdown/derangement of that scheduled public conveyance, or due to interruption of the journey of that scheduled public conveyance as a result of mechanical or structural defect, we will pay
 - (a) The amount specified in the schedule for each full 8-hours of delay (the delay being calculated from the departure time of the scheduled public conveyance specified in the itinerary) up to the amount specified in the schedule.
 - (b) In addition, if any part of the planned trip is cancelled due to the delay, a reimbursement of up to the amount specified in the schedule will be payable to the Insured Person in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person provided that the Insured Person continues with the planned trip.

OR

- 2) Up to the maximum limit as specified in the schedule in respect of irrecoverable deposits or charges paid in advance or contracted to be paid for the benefit of the Insured Person only in the event of cancellation of the planned trip and immediate return to Brunei by the Insured Person (applicable to Individual Plan and Family Plan).

EXCLUSIONS APPLICABLE TO SECTION 12 ONLY

We will not pay for

- 1) Claims arising directly or indirectly from your failure to check-in according to the itinerary supplied to you and obtain written confirmation from the carriers or their handling agents of the number of hours of delay and the reason for such delay.
- 2) Claims arising directly or indirectly from strike or industrial action existing at the date this insurance is purchased by you.
- 3) Claims arising directly or indirectly from your late arrival at the airport or port after check-in or boarding time (except for the late arrival due to strike or industrial action).
- 4) Claims arising directly or indirectly due to the financial collapse, insolvency or the inability to carry on normal business due to financial reasons of any transport, tour or accommodation provider or travel agent.
- 5) Claims arising directly or indirectly if you have not departed your home/Brunei to commence your journey or the period of delay allows sufficient time for you to return to your home.

SECTION 13 - MISSED FLIGHT CONNECTION

If you miss the confirmed connecting flight due to delay of your confirmed incoming flight, we will reimburse you for expenses incurred for reasonable hotel accommodation, meals or refreshment up to B\$200 each Insured Person or B\$200 per family, if it is not provided or compensated by the carrier or any third party.

The missed flight connection must be verified in writing by the operator(s) of the airline or their handling agent(s).

SECTION 14 - LOSS OF DEPOSIT OR CANCELLATION

We will reimburse you up to the maximum limit as specified in the schedule for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for your benefit in respect of traveling expenses only in the event of necessary and unavoidable cancellation of the planned trip by you occurring after this insurance has been effected due to:-

- 1) The unexpected death, or serious injury or serious illness or compulsory quarantine of yourself, your spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, or a travel companion that result in you being left with no travel companion.
- 2) Unexpected outbreak of strike or riot arising out of circumstances beyond your control at the planned destination(s)
- 3) Serious damage to your principal residence from fire, flood or similar natural disaster (typhoon, earthquake etc) within seven days before the departure date which required your presence on the premises on the departure date.
- 4) Witness summons, jury service, which were not made known to you prior to the taking up of this Policy.
- 5) Bankruptcy or insolvency of the travel agency incorporated in Brunei whom you have arranged the trip with in Brunei. Our liability shall not exceed B\$2,000 each Insured person or B\$5,000 per family.

The cover is only effective when the insurance policy is issued at least 8 days before departure date.

SECTION 15 - CURTAILMENT

We will reimburse you up to the maximum limit as specified in the schedule for the proportional return of the irrecoverable prepaid cost of the planned trip in respect of traveling expenses only as shown on the booking invoice, calculated at pro rate for each complete day of the planned trip lost, including reasonable additional hotel and repatriation costs to Brunei necessarily and unavoidably incurred, due to the necessary and unavoidable curtailment (as defined) of the planned trip, due to:-

- 1) Your serious injury or serious illness
- 2) The unexpected death, or serious injury or serious illness of your spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister, or sister-in-law, or a travel companion that result in you being left with no travel companion.
- 3) Unexpected outbreak of strike or riot arising out of circumstances beyond your control at the planned destination(s)
- 4) Serious damage to your principal residence from fire, flood or similar natural disaster (typhoon, earthquake etc) which prevent you from continuing your scheduled trip.
- 5) Witness summons, jury service, which were not made known to you prior to the taking up of this Policy
- 6) Hijacking of the scheduled public conveyance in which you are on board as a passenger

It is essential that written advice or a medical certificate be obtained from the medical practitioner treating any of the above persons to confirm the advice for you or the person with whom you are traveling to return to Brunei.

EXCLUSIONS APPLICABLE TO SECTIONS 14 AND 15 ONLY

We will not pay for

- 1) any loss caused directly or indirectly from failure to notify travel agent/tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangement.
- 2) any loss that is covered by any other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

SECTION 16 - HIJACKING

We shall pay you a cash benefit of up to the maximum benefit as specified in the schedule in the event that the scheduled public conveyance in which you are traveling is hijacked and your journey is interrupted as a direct result for more than 8 consecutive hours.

SECTION 17 - OVERBOOKED SCHEDULED PUBLIC CONVEYANCE

We will reimburse the expenses incurred by you up to B\$100 each Insured Person or Family for reasonable hotel accommodation, meals or refreshment if it is not provided or compensated by the airline or any third party in the event that you fail to board the scheduled public conveyance while overseas arising from overbooking in which a confirmed reservation had been received from the travel agent or operator(s) of the scheduled public conveyance.

The failure to board the scheduled public conveyance due to the overbooking must be confirmed in writing by the operator(s) of the scheduled public conveyance, or their handling agent(s).

We will not pay compensation unless you have obtained written confirmation from the operator(s) of the scheduled public conveyance or their handling agent(s).

SECTION 18 - HOMESURE

We will by payment or at our option by reinstatement or repair, indemnify you up to the maximum limit as specified in the schedule (excluding silver plan) against physical loss of or damage to the contents, valuables and/or stamps, coin, medal collections, works of art whilst within your principal residence in Brunei that was left vacant because of your trip caused by fire during the Period of Insurance but only after you have legally left Brunei.

DEFINITIONS

- 1) **“Contents”** means household furniture and furnishing, clothing and personal effects belonging to you or to members of your family or domestic servants permanently residing with you and fixtures you own (or for which you are responsible) not being landlord's fixtures and fittings excluding deeds, bonds, bill of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash, currency notes.

- 2) **“Valuables”** means articles of gold, silver or other precious metal jewellery, furs, watches and precious or semi-precious gems.

EXCLUSIONS APPLICABLE TO SECTION 18 ONLY

We will not pay for claims in respect of

- 1) Wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
- 2) Any loss of or damage occasioned through the wilful act of you or with the connivance of you.
- 3) Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicles or thing contained the same by any government authorities.
- 4) Electrical or mechanical breakdown
- 5) Consequential loss or damage of any kind
- 6) Photographic and sporting equipment and accessories and musical instruments used for business or profession.
- 7) Motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto.
- 8) Loss of or damage insured under any other insurance policy or reimbursed by any other party.

SECTION 19 - RENTAL VEHICLE EXCESS

We will reimburse you for any excess or deductible up to the limit specified in the schedule (except silver plan) which you become legally liable to pay in respect of loss of or damage to the rental vehicle caused by an accident during the rental period while on the trip.

Conditions to be met:

- (a) The rental vehicle must be rented from a licensed rental agency.
- (b) As part of the hiring arrangement Insured person must take up all comprehensive motor insurance against loss of or damage to rental vehicle during the rental period.
- (c) Insured Person must comply with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance, as well as the laws, rules and regulations of the country.
- (d) Insured Person is not disqualified by any order from any court of law or prohibited from renting and/or driving by reason of any law.

EXCLUSIONS APPLICABLE TO SECTION 19 ONLY

We will not pay for claims in respect of

- 1) Loss of or damage arising from the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country.
- 2) Loss of or damage arising from wear and tear, gradual deterioration, damage from insects, or vermin, inherent vices, latent defect or damage.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS

- 1) This insurance does not cover claims:-
 - a) Pre-existing condition as defined in the General Definition.
 - b) Directly or indirectly occasioned by, happening through, or in consequence of
 - (i) participation in any professional sports or in any games and sports whereby you would earn remunerations, donation, sponsorship or income of any kind.
 - (ii) underwater activities requiring the use of artificial breathing apparatus except leisure scuba diving under the supervision of a qualified diving instructor.
 - (iii) accidents whilst engaged in hazardous adventure, racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes), rock climbing and hiking/trekking in remote areas unless with licensed guides, pot-holing, winter sports, aviation other than as fare paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of such passenger and any activity involving you being airborne (whether suspended or not).
 - (iv) performing Pilgrimage to Mecca for Haj.

- c) Resulting from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to accidental bodily injury as provided under Section 2-1(a).
 - d) If you are travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment.
 - e) In respect of any property more specifically insured or any claim which but for the existence of this insurance would be recoverable under any other insurance.
 - f) Directly or indirectly occasioned by, happening through or in consequence of
 - (i) treatment of mental illness, psychiatric disorders, suicide, attempted suicide or willfully self-inflicted injury or illness, alcoholism or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction), AIDS (Acquired Immune Deficiency Syndrome) or ARC (Aids Related Complex), self-exposure to needless peril (except in an attempt to save human life).
 - (ii) nuclear fission, nuclear fusion or radioactive contamination.
 - (iii) war, invasion, acts of foreign enemies, hostilities (whether war be 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 by or under the order of any Government or public or local authority or civil commotion through or by general mass media.
 - g) Members of the armed forces whilst on duty or whilst engaging in naval, military, air force service or operations, or testing of any kind of conveyance, offshore or mining, aerial photography or handling in explosives.
 - h) If Insured person is over the age of 80 (calculated since last birthday as at the date of insurance purchased).
 - i) Late arrival of the Insured Person at the airport for the Schedule Flight after the official check-in time.
 - j) Loss or expenses that has been reimbursed by or recoverable from the carrier or any third party
 - k) Any loss, injury, damage or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is;
 - (i) a terrorist,
 - (ii) a member of a terrorist organization,
 - (iii) a purveyor of nuclear, chemical or biological weapons,
 - (iv) a narcotics trafficker.
 - l) Any loss resulting directly and indirectly (in whole or in part) from:
 - (a) pandemic
 - (b) epidemic
 - m) Mysterious disappearances
 - n) Unexplained losses
- 2) Nuclear / Chemical / Biological / Terrorism Exclusion
- It is agreed that, regardless of any contributory cause(s), we do not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public, in fear.

If the Insurer allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

3) IT Clarification

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or amage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical amage to the substance of property shall be covered.
- B Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

4) **Contracts (Rights of Third Parties)**

It is hereby understood and agreed that a person who is not a party to this Policy contract shall have no right to enforce any of its terms.

Subject otherwise to the terms and conditions of this Policy.

5) **Sanction Clause (LMA3100)**

No insurer shall be deemed to provide cover and no 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 insurer to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

6) **Terrorism Exclusion Endorsement (NMA2920)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of "terrorism" means an act, including but not limited to the use of force violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

GENERAL CONDITIONS

1) **Governing Law:**

This policy be governed by and interpreted in accordance with Brunei Law.

2) **Interpretation:**

This policy, including the proposal form, certificate, endorsement and amendments, if any shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the contract otherwise requires, bear that specific meaning where it may appear.

3) **Condition Precedent to Liability:**

The due observance and fulfilment of all the terms and conditions of this Policy by you or anyone acting on your behalf insofar as they relate to anything to be done or complied with by you or anyone acting on your behalf shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

4) **Reasonable Care:**

You shall act in a prudent manner and exercise reasonable care for the safety and supervision of your property as if uninsured and to prevent loss, damage, accident, injury or illness.

- 5) **Fraud:**
If you make a dishonest, fraudulent or intentionally exaggerated claim or make a false declaration or statement to support your claim, we may cancel the Policy or refuse to pay you.
- 6) **Payment of Benefits:**
All benefits payable under this Policy shall be paid to you concerned, and, in the event of your death, to your estate. Such payments shall be a full and final discharge to us. Benefits payable under this Policy are in Brunei dollars.
- 7) **Claims:**
- (a) If anything happens that might lead you to make a claim, you must:-
 - (i) notify us in writing as soon as possible, or within 31 days of the expiry of the Period of Insurance stated in the Policy
 - (ii) provide documents including receipts, information and evidence as may be required (including where necessary translation) by us at your or your legal representatives expense
 - (iii) in the case of loss of or damage to baggage or loss of money, promptly notify in writing to the police, hotel, transportation company or transportation terminal authorities within 24 hours and obtained a report at the place of loss
 - (b) Except with our written consent, you must not admit liability or give representations or other undertakings binding upon them. We shall be entitled to conduct all proceedings rising out of or in connection with claims in your name and to instruct solicitors of our own choice for this purpose
 - (c) If you make a claim, we may
 - (i) require you to submit to a medical examination at your expense in support of all claims relating to bodily injury or illness
 - (ii) arrange for a post-mortem examination at our expense
 - (iii) take over and conduct in your name the defence or settlement of any claim
 - (iv) at our expenses take proceedings in your name to recover compensation from any person responsible for the loss, damage, death or injury and at our discretion, settle the proceedings
- 8) **Contribution:**
If there is any other insurance covering the same loss, damage or liability we will pay the rateable proportion. This however, will not be applicable to Section 1 - Personal Accident.
- 9) **Subrogation:**
You shall at our expense do and concur in doing, and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under the Policy, whether such acts and things shall be or become necessary or required before or after your indemnification by us.
- 10) **Cancellation and Premium Refund:**
For single trip policy
We will not refund your premium once the Policy is issued.
- For Annual Plan**
Both parties may cancel this Policy at any time by giving 14 days written notice by registered letter to the known address of the other party and you shall be entitled to a refund premium subject to our short period rates below:-
- | Cancellation of Policy | % of Annual Premium |
|-------------------------------|----------------------------|
| Within 3 months | 40% |
| Within 6 months | 20% |
| Exceeding 6 months | No refund |
- Provided always that no claim has arisen prior to the cancellation of this Policy.
- 11) **Arbitration:**
All disputes or differences relating to the amount to be paid under this Policy (liability being otherwise admitted) shall be referred to arbitration in accordance with the Arbitration Act or any statutory re-enactment thereof and the making of an award shall be a condition precedent to our liability.

12) Aggregate Liability Clause

It is hereby declared and agreed that the Company's maximum liability per conveyance/location in respect of loss suffered by all insured persons for each and every accident and/or series of losses arising out of one accident occurrence (as per definition of 'ACCIDENT OCCURRENCE' clause) shall not exceed the Aggregate Limit of Liability of B\$5,000,000.00. In the event the Aggregate Limit of Liability is insufficient to pay the full amount of compensation for each insured person, then the amount payable to each insured person shall be reduced proportionately, based on the ratio of the Aggregate Limit of Liability to the total amount of compensation that would have been payable except for such Aggregate Limit of Liability.

Further, irrespective of the number of policies effected or obtained by the insured with the Company, the Company's maximum limit of liability any one life shall not exceed \$3,000,000.00.

13) Definition of 'Accident Occurrence' Clause

The words "Accident Occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophic accident. However the duration and extent of any one Accident Occurrence so defined shall be limited to both:

- a) an Accident Occurrence resulting in the death and/or dismemberment and/or permanent total disablement and/or partial disablement of one (1) or more person insured by the Company, in respect of such risks, and
- b) 72 consecutive hours and no individual loss which occurs outside this period shall be included in that Accident Occurrence. The Company may choose the date and time when such period of consecutive hours commences and if any catastrophic accident is of greater duration than the above period the Company may divide that catastrophic accident into two or more Accident Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophic accident.
The word " death " shall mean:
 - a) in the case of personal accidental death policies any death which qualifies for benefits under the original insuring clause issued to the insured by the Company and occurs directly and independently of all other causes within Twelve (12) calendar months from the date of the Accident Occurrence causing such death, and
 - b) in the case of life insurance any death as a result of accidental drowning, asphyxiation or poisoning or bodily injuries sustained solely through external violent and accidental means directly and independently of all other causes within Twelve (12) calendar months from the date of the Accident Occurrence causing such death, The words "dismemberment", "partial disablement" and "permanent total disablement" shall mean any dismemberment or partial disablement or permanent total disablement which qualifies for benefit (including associated medical expenses) under the original policy issued by the Company.

<p>The following Warranties, Endorsements CLAUSES are only applicable if specified in the schedule</p>

PW60 - PREMIUM WARRANTY 60 DAYS (Applicable to Annual Policy)

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy / Certificate / Endorsement.

If this condition is not complied with then this contract of insurance is automatically cancelled upon the expiry of the sixty (60) days period without notice and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by the insurer or an authorized insurance agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an authorised insurance agent, who was not authorized to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

