

# **KBZMS "Travel Protect" Travel Insurance Policy**

This is your **KBZMS Travel Protect** Travel insurance policy document. It is important that you read this policy document together with the **schedule** and any amendment or endorsement issued to make sure that you have the protection you need and to avoid any misunderstanding.

If there are any changes that may affect the insurance provided, please let us know immediately.

We suggest that you let your family members know about this insurance cover as it would be helpful if you or they need to make a claim.

#### **IMPORTANT NOTICE**

The insurance cover provided to you under this policy is based on the information you have given us. You must tell us all facts that you know or ought to know, or you may not be covered under the policy.

#### **HOW YOUR INSURANCE OPERATES**

Your policy is a contract between us and you, the **insured person** named in the **schedule**. The proposal form, declaration, and any information you gave to us when applying for the policy are the basis of this contract.

In return for you paying the premium, we will provide you with insurance cover as described in the policy during the period of insurance or any subsequent period for which you pay, and we accept the premium.

#### **OUR PROMISE OF SERVICE**

We want to provide you with a high standard of service and to meet any claims covered by this policy honestly, fairly and promptly. If you have any reason to believe that we have not done so, please contact your agent. If you do not use the services of a professional intermediary, please contact us directly. We are ready to help you with your concerns.

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# **IMPORTANT CONDITIONS**

(Conditions you must meet for this insurance to operate.)

The insurance operates only if you meet all the following conditions.

- 1. The **insured person** must be over 30 days old and below 70 years old.
- 2. The round **trip** must begin and end in Myanmar for both overseas and domestic trips.
- 3. The one-way **trip** must either begin or end in Myanmar.
- 4. The minimum **period of insurance** is one day, and the maximum **period of insurance** is 30 days.
- 5. At the time of arranging the **trip** or taking out this insurance, neither you nor any other **insured person** is aware of any circumstances which are likely to lead to a claim under the policy.
- 6. At the time you send us your proposal for this insurance, none of the intended **insured persons** have already commenced the trip meant to be covered by this insurance. An **insured person** is not covered for the entire **trip** if they commence the trip before the start of the **period of insurance**.
- 7. Any insured **child** under the **age** of 12 years must be accompanied by a parent or **adult** guardian during the **trip**.
- 8. If an **insured person** has ever been refused cover or had special terms placed on them by any insurer for travel insurance, they must declare this in the proposal and we must accept them, or there will be no cover for them.
- 9. The **insured persons** are not travelling against the advice of a **doctor** or for the purpose of getting medical treatment.
- 10. The **insured persons** must be in good health or free from physical defects.
- 11. For Domestic **Trips**, the other mode of travel except by plane cannot purchase the optional cover 2, 3 and 4.

## **DEFINITIONS OF WORDS**

(Applicable to the whole policy)

Certain words have been defined below. These have the same meaning wherever they are used in the policy. They appear in bold print (for example, **insured person**)

#### **Accident**

A sudden and unexpected event which results in bodily injury, disability, or death of the **insured person**.

**Age** refers to the age of previous birthday according to the English calendar.

#### Act of terrorism

An act, including using force or violence, of any person or group of people, whether acting alone or on behalf of or in connection with any organization, committed for political, religious or ideological purposes including the intention to influence any government or to put the civilian population in fear for those purposes.

#### **Adult**

A person aged 18 years or above at the start of any trip.

#### Child, children

A person who is aged over one month and below 18 years at the start of any trip.

#### COVID-19

refers to:

- (a) Coronavirus disease (COVID-19); or
- (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); or
- (c) any mutation or variation of SARS-CoV-2; or COVID-19.

#### **Dentist**

A legally licensed dental practitioner qualified to practice in line with the laws of the country in which the practice is granted. The dentist must not be an **insured person**, an **insured person**'s **family member**, travel companion, a business partner, an employee or employer of an **insured person**, or a person related to an **insured person** in any way.

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#### **Doctor**

A legally licensed medical practitioner qualified to practice western medicine and surgery in line with the laws of the country in which the practice is granted. The doctor must not be an **insured person**, an **insured person**'s family member, travel companion, a business partner, an employee or employer of an insured person, or a person related to an **insured person** in any way.

#### **Epidemic**

means sudden and severe outbreak of a disease that spreads rapidly and affects, within a very short period, an inordinately large number of people within a geographical region.

#### Family member

The insured person's legal husband or wife, child, parent, step-parent, parent-in-law, grandparent, grandparent in-law, great-grandparent, great-grandparent in-law, grandchild, great-grandchild, brother, brother-in-law, sister, sister-in-law.

#### Home

The permanent or temporary residential address of any **insured person**.

#### Hospital

A lawful establishment set up to care for and treat sick and injured people, and which has 24-hour nursing services provided by licensed graduate nurses, one or more **doctors** available at all times and organized facilities for diagnosis and major surgery. This must not be mainly a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, community hospital, home for the aged, or a similar establishment.

#### Illness, Travel related Illness

Any sudden and unexpected deterioration of health of an **insured person** due to a medical condition contracted, which began or developed as a direct result of travelling during the **journey**, which needs treatment by a **doctor** or medical practitioner.

#### Injury

Bodily injury which happens during the **journey**, caused only and directly by an **accident** and not by physical impairment, sickness, disease or anything which happens gradually and affects physical or mental health.

#### Insured Person, Policy Holder, You, Your

The person or people described as Insured or **Policy holder** in the **schedule** for whom the insurance is arranged.

#### Inpatient

means an in-patient stay in the **hospital** by the **insured person** where the treatment is being received for which room and board charges were made by the **hospital**, and this excludes in-patient stay by the **insured person** under observation in a ward.

#### Journey, trip

- a. For Return Trip/Round Trip
  - A full return trip lasting no more than 30 days in a row during the **period of insurance**, beginning at the time the **insured person** leaves their **home** or workplace or starting point of the **journey** for the purpose of travelling abroad or within Myanmar and ending after the **insured person** returns to **home** or workplace or starting point of the **journey**.
- b. For One-way Trip
  - A one-way trip lasting no more than 3 days in a row during the **period of insurance**, beginning at the time the **insured person** leaves their **home** or workplace or starting point of the **journey** for the purpose of travelling abroad or within Myanmar and ending after the **insured person** arrives to intended destination without any return ticket back to **home** or on the end date of the **period of insurance** shown in the **schedule**, whichever is sooner.

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#### **Known event**

means riot, strike, civil commotion, **natural disaster** or situations which threaten the **insured person**'s health or disrupt their **trip** that were publicized or reported by the media or through travel advice issued by an authority (local or foreign) before the policy was issued.

#### **Laptop computer**

means laptop or notebook, which is a mobile computer that comes with a non-detachable full-sized keyboard and a flip-up screen of at least 12 inches.

#### Mobile device

Refers to handheld electronic devices like mobile phones, tablets, phablets, netbooks, personal digital assistants and similar equipment, excluding **laptop computer**.

#### **Natural disaster**

An event or force of nature that has catastrophic consequences, such as avalanche, earthquake, flood, typhoon, hurricane, tornado, tsunami or volcanic eruption.

#### Period of insurance

the period of cover shown in the Policy **Schedule** and/or Certificate of Insurance for which the appropriate premium has been paid.

#### **Pre-existing medical condition**

Any pre-existing medical or physical conditions of any Insured person which have

- (a) been diagnosed by a doctor;
- (b) needed and/or received consultation or treatment including any recurring, chronic or continuing illness or condition;
- (c) signs or symptoms or clearly noticeable by any reasonable person before the start of the **journey**.

#### **Public transport**

Any licensed and scheduled land, sea or air transport which has fixed and established routes and which any member of the public can join at a recognized stop and pay a fare. This excludes taxis, private hire vehicles such as buses or coaches that are chartered or arranged as part of a tour even if the services are regularly scheduled.

#### **Schedule**

The **schedule** containing details of you, any **insured person**, the type of cover you have chosen and the **period of insurance**. The **schedule** forms part of the policy.

We, us, our, the **company** KBZMS General Insurance Co., Ltd

#### THE BENEFITS

We will cover the **insured person** based on the benefits described in the following sections for the type of cover stated in the **schedule**. All limits stated in each section are on per **trip** basis.

#### **BASIC COVERAGES**

#### SECTION 1 – ACCIDENTAL DEATH AND PERMANENT TOTAL DISABILITY

We will pay the compensation for death as described in the Table of Compensation below if an **insured person** suffers an **injury** during the **journey** which, within 90 days of its happening, is the only cause of death.

We will pay the compensation for disability as described in the Table of Compensation below if an **insured person** suffers an **injury** during the **journey** which, within 12 calendar months of its happening, is the only cause of disability.

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The disablement must be certified by a **doctor**.

No.	Table of Compensation	% of the limit for this section	
1.	Death	100%	
2.	Permanent and total disability for which satisfactory proof has been given to the <b>company</b> that the total disability has continued for 12 months from the date of the <b>injury</b> and will in all probability continue for the remainder of the <b>insured person</b> 's life and prevent the <b>insured person</b> from attending to any kind of business, profession or occupation.	100%	
3.	Total and irrecoverable loss of sight in both eyes	100%	
4.	Loss of two or more Limbs	100%	
5.	Total and irrecoverable loss of sight in one eye and Loss of one Limb	100%	
6.	Loss of one Limb	50%	
7.	Total and irrecoverable loss of sight in one eye	50%	

Note: "Loss of limbs" means permanent and total loss of use or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.

#### What is not covered

Please see the section on general exclusions.

#### SECTION 2 – MEDICAL RELATED EXPENSE

We will pay the actual costs up to the limit specified in the **schedule** for medical, surgical, or **hospital** charges incurred by the **insured person** which a **doctor** says are medically necessary as a result of **injury** or **illness** suffered by the **insured person** during the **journey**.

If continuous medical treatment is required after the **journey** as a result of **injury** or **illness** incurred during the **journey**, we will also pay the actual costs up to the limit specified in the **schedule** for medical, surgical, or **hospital** charges incurred by the **insured person** limited to 30 days from the expiry of the **period of insurance**.

If medical treatment is not first received during the **journey**, the **insured person** must arrange for medical treatment in the beginning place/departure place within 72 hours of their return to original place, before we will pay the actual costs up to the limit specified in the **schedule** for further medical expenses, limited to 30 days after the **insured person** returns to original departure place.

#### What is not covered

Please see the section on general exclusions. In addition to the general exclusions, we will also not pay for:

- (a) The cost of any non-emergency treatment or surgery you choose to have, including exploratory tests, which are not directly related to **the illness** or **injury** which required the **insured person's** need to be admitted to **hospital**.
- (b) Any form of cosmetic surgery or treatment.
- (c) Any expenses in respect of normal dental inspection or treatment or in obtaining dentures, retainer or eyeglasses or the like or hearing aids or prosthesis and corrective devices.
- (d) Treatment and medicines including supplements or service provided by a health spa, convalescent or nursing home or any rehabilitation center.
- (e) Any expenses in respect of overstaying in the **hospital** for resting or convenience purposes instead of medical necessity recommended by a **doctor**.
- (f) Any claim if the insured person is under treatment not recommended by or carried out by a doctor or, dentist
- (g) Any claim if the **insured person** is travelling against the advice of a **doctor** or for the purpose of getting medical

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treatment during the journey.

#### **SECTION 3 – DEAD BODY REPATRIATION**

If an **insured person** passes away resulting from an **injury** or **illness** suffered during the **journey**, **the Company** will reimburse the actual costs of transferring or repatriating the dead body or ashes to his/her **home** up to maximum limit specified in the **schedule**. The process of burial, embalming, casket and ceremonies are not covered in the repatriation coverage unless it is mandated by legislation or regulation of respective country.

#### What is not covered

Please see the section on general exclusions.

# ADDITIONAL COVERAGES SECTION 4 – ADDITIONAL INFECTIOUS DISEASES COVER (including COVID-19)

We will reimburse to the **insured person** or to the **hospital** up to the limit specified in the **schedule** which is reasonably and customary treatment charges incurred during the **trip** as a direct, sole and independent result of **COVID-19** infection or any contracted major infectious communicable **epidemic** diseases in the localized geographical area unless the **insured person** travels there against any travel warning, alert, or travel advisory issued by any local or international government agencies or health authorities.

#### What is not covered

Please see the section on general exclusions.

#### **SECTION 5 – BAGGAGE DELAY**

If the **insured person**'s checked-in baggage is temporarily lost during the **journey** or misdirected by the carrier and not given back to the **insured person** within six hours after their arrival at the baggage pick-up point of the scheduled destination, we will pay for every full six hours in a row of delay up to the limit specified in the **schedule**.

If the baggage is delayed on the arrival at **home** or workplace or starting point of the **journey**, we will only pay a maximum sum of MMK 50,000 provided a minimum period of six hours in a row of delay has lapsed.

To avoid any doubt, we will only pay one baggage delay claim for baggage checked-in under one **insured person** regardless of:

- (a) the number of pieces of baggage delayed for one insured person.
- (b) the number of **insured persons** affected by sharing one piece of delayed baggage.

To qualify for payment, the **insured person** must get written confirmation from the carrier, operator or their handling agents stating the reason and length of delay.

#### What is not covered

Please see the section on general exclusions.

# SECTION 6 – BAGGAGE LOSS/DAMAGE

We will pay up to the limit specified in the **schedule** for accidental loss of or damage, occurring during the **journey**, to checked-in personal baggage, trunks, suitcases and similar bags and one **laptop computer** and one **mobile device**, taken or owned by an **insured person**.

Jewelry (including watches, items made of precious metal or stones), **laptop computer** and **mobile device** must be transported under the **insured person's** care as carry-on baggage during travel on **public transport** as we do not cover

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these items for loss or damage while transported as checked-in baggage.

We may choose to pay for or repair any damaged item after taking into account wear and tear and market value. We may not consider any loss in market value for electronic items bought within one year before the date of the **accident** if the **insured person** can produce evidence (for example, original receipts).

If any item is proven to be beyond economical repair, we will deal with a claim under this section as if the item has been lost.

For any loss or damage caused by **public transport**, accommodation or service provider, you must claim from the relevant parties first. When submitting a claim to us, you must provide proof or denial of any compensation from the relevant parties.

The most we will pay for any single item or pair or set of items is MMK 200,000. We will pay a maximum of one **laptop computer** and one **mobile device** per **trip**.

#### What is not covered

Please see the section on general exclusions. In addition, we will not pay for:

- 1. Any property being taken from an **insured person** if that property was received illegally by the **insured person**.
- 2. Loss or damage to property caused by customs or other government officials legally taking, holding or destroying it.
- 3. Any loss not reported within 24 hours of discovery to the local police, the airline or transport company or other carrier who had custody of or control of the baggage or property or may be responsible for the loss.
- 4. Perishables, fruits, food and drink products.
- 5. Loss of money, vouchers, coupons and any cards such as identity, driving license, employment pass or work permit or resident permit, membership, access, transportation, stored-value, loyalty or rewards cards, atm, debit or credit card.
- 6. Loss or damage to musical instruments, animals, computer software, mechanical propelled vehicles, aircraft including drones, bicycles, contact or corneal lenses, dentures, retainer or bridges for teeth, bonds, negotiable instruments, securities and stamps.
- 7. Loss or damage to business goods or samples or any items used in connection with the **insured person's** employment or occupation, except for **laptop computer** and **mobile device**.
- 8. Loss of or damage to baggage, money or other insured property left unattended in any public place (any place which the general public has access to), or as a result of the **insured person's** failure to take care of and take precautions to protect the property.
- 9. The cost of reproducing data whether recorded on tape, card, disc or otherwise.
- 10. Damage or breakage of sports equipment while in use.
- 11. Damage to any brittle or fragile items unless properly packed and protected.
- 12. Loss or damage caused by wear and tear (including scratches, stains, dents, discoloration of the item which does not affect how it works), loss in value, deterioration, insects, vermin, mildew, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship.
- 13. Any loss or damage that has been or will be refunded or paid by any carrier, hotel, travel agent or any other person or organization responsible for the loss of damage.
- 14. Any loss or damage of items hired or rented by the **insured person.**

In any action suit or other proceeding where we use this exclusion as the reason for not paying the claim, you must prove otherwise for us to pay the claim.

#### **SECTION 7 – FLIGHT DELAY**

We will pay MMK 50,000 for first full consecutive six hours in a row of delay and MMK 100,000 for every full consecutive six hours thereafter up to the limit specified in the **schedule** if, while travelling on a scheduled flight, the

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#### insured person's flight is delayed due to:

- (a) poor weather conditions,
- (b) natural disasters,
- (c) emergency medical treatment for a fellow passenger, or
- (d) the mechanical breakdown of the aircraft; and

This prevents the **insured person** from continuing their **journey** and they are delayed from arriving at their planned destination.

The **insured person** must get written confirmation from the carrier, operator or handling agent stating the reasons and length of delay.

The period of delay is calculated from the scheduled arrival time at the planned destination given by the carrier in the original itinerary to the actual arrival time of the **insured person**'s flight.

#### What is not covered

Please see the section on general exclusions.

#### **SECTION 8 – TRIP CANCELLATION**

We will pay the actual costs up to the limit specified in the **schedule** for the unused travel fare, accommodation charges and deposits the **insured person** has paid or payments which the **insured person** legally has to pay and which cannot be recovered from any other source, if the **journey** is unexpectedly and unavoidably cancelled due to any of the following reasons which take place within 30 days before the start of the **journey** but after the date of arranging this insurance and the **journey**.

- 1. Death, serious injury or serious illness of the insured person or their family member as long as we receive written confirmation of the nature of the serious injury or serious illness from a doctor or tested positive for COVID-19 at authorized test centers by MOHS (Ministry of Health and Sports).
- 2. The **insured person** being called as a witness in the court of law in Myanmar.
- 3. The **insured person**'s **home** or place of business in Myanmar being unfit to live in or being seriously damaged following a burglary, fire, flood, typhoon, earthquake, or landslip which means the insured person has to stay in Myanmar.
- 4. An unexpected strike, industrial action, riot, civil commotion at the planned destination which prevent the **insured person** from beginning the scheduled **journey**.
- 5. **Natural disasters** which happen at the planned destination which prevent the **insured person** from beginning the scheduled **journey**.
- 6. Closing of airport or airspace that prevents the **insured person** from beginning the scheduled **journey**.

The **insured person** must notify the tour, **public transport** or accommodation provider immediately upon finding out that a change or cancellation is required to the itinerary.

Once an **insured person** cancels the **trip** and a claim is made for trip cancellation, the policy will immediately end when the trip is cancelled.

#### What is not covered

Please see the section on general exclusions.

### **SECTION 9 - PERSONAL LIABILITY**

We will cover each **insured person** against actual amounts after deductibles as per the **schedule** which the **insured person** becomes legally responsible for paying compensation for **accidents** which happen during the **journey**, and

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#### which result in:

- (a) death or **injury** of any other person; or
- (b) loss of or damage to property belonging to other people after a deductible of MMK 2,500,000

No matter how many **insured persons** are involved, the maximum we will pay under this section for any one event or series of events resulting from one original cause and in total for all events in any one **trip**, including any legal costs and expenses awarded against or paid by the **insured person** with our written permission is subject to the limit in the **Schedule** of Benefit.

#### What is not covered

Please see the section on general exclusions. In addition, we will not pay for the following.

- 1. Any liability arising from personal **injury** or bodily **injury** or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- 2. The cost of removing, dealing with or cleaning up seeping, polluting or contaminating substances.
- 3. Any non-pecuniary loss.
- 4. Fines, penalties, punitive or exemplary damages.
- 5. Liability arising from:
  - (a) Any willful, malicious or unlawful act by the insured person
  - (b) death or bodily injury of the insured person's employee or member of their family;
  - (c) loss of or damage to property, vehicle or equipment which belongs to or is in the care, custody or control of the **insured person** or their employee or any member of their family;
  - (d) the **insured person**'s employment, trade, business or profession;
  - (e) owning or occupying any land or buildings other than temporary holiday accommodation; or
  - (f) owning, having or using animals, firearms, mechanically propelled vehicles, vessels or aircraft including drones of any description.
- 6. Any liability which you have under an agreement but which you would not have if the agreement did not exist.
- 7. Judgments which are not in the first instance delivered by or received from a court within the Republic of Myanmar nor to orders received in the court for enforcing judgments made outside the Republic of Myanmar whether by way of reciprocal agreement or otherwise.

#### **GENERAL EXCLUSIONS**

(which apply to the whole policy)

We will not be legally responsible for any claims, damages, losses, death or disability, **injury**, **illness** or liability directly or indirectly caused by, or in connection with, or arising from the following.

- 1. Any known event.
- 2. Any pre-existing medical condition.
- 3. Any dental condition such as gum diseases, tooth decay, dentures, implants, crowns, bridges or use of precious metal are not as a result of accidental dental injuries suffered by the **insured person** during the **trip**.
- 4. Travelling against the advice of a doctor or for the purpose of getting medical treatment.
- 5. Human Immunodeficiency Virus (HIV), HIV related illnesses, or any other diseases or illnesses related to sexually transmitted disease.
- 6. Childbirth, miscarriage, abortion, menopause or any pregnancy related conditions except miscarriage due to bodily **injury** as a direct result of an **accident**.
- 7. Suicide or attempted suicide, intentional self-inflicted **injury** or any act which could reasonably be considered as exposure to danger (unless carried out in an attempt to save human life), insanity, or while the **insured person** is under the influence of alcohol, drugs or other substance abuse (other than drugs taken under medical supervision and not to treat drug addiction).
- 8. Any mental illness, anxiety state or depression suffered by the **insured person** and diagnosed before arranging the **journey**.
- 9. The **insured person** taking part in the following activities:
  - (a) flying or other aerial activities except travelling as a fare-paying passenger in a properly licensed, regular

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- scheduled commercial airline operating between licensed commercial airports;
- (b) rafting or canoeing involving white-water rapids, jet skiing, high diving or jumping, free diving, underwater activities involving artificial breathing apparatus;
- (c) bungee jumping, skydiving, paragliding;
- (d) winter sports, or any activities involving the use of a bobsleigh or skeleton;
- (e) hunting, potholing, mountaineering that normally involves using ropes, rock climbing unless harnessed and done on man-made walls, hiking or trekking;
- (f) speed or time trials, competitions, marathon, triathlon, ultra-marathon, sprints or racing of any kind, or as a professional sportsperson (where you could earn income, pay or sponsorship from taking part in that sport or activity) or any organized team football;
- (g) extreme sports which involve speed, height, danger, a high level of physical exertion, highly specialized gear or special stunts;
- (h) expeditions or crewing a vessel from one country to another or taking part in active service in the armed forces of any nation.
- 10. The **insured person** taking part in naval, military, air force, civil defense or police services or operations, testing of any kind of vehicle or transport, while taking part in off-shore or in mining, aerial imaging or handling explosives, ammunitions or firearms, or travelling as an operator or crew member of any **public transport**.
- 11. Any deliberate, malicious, criminal or unlawful acts committed by you or the **insured person** or any person acting on your or their behalf.
- 12. Any restrictions or regulations imposed by any government or local authority.
- 13. The **insured person** being included in any blacklist issued by the Myanmar Government or any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 14. Any consequential loss is not shown in the policy.
- 15. War, invasion, act of foreign enemy or warlike operations (whether declared or not), riot, civil war, revolution, civil commotion assuming the proportions of or amounting to any uprising, military or usurped or any similar event.
- 16. Radioactive contamination, chemical, biological, biochemical and electromagnetic weapons
- 17. COVID-19 and pandemics exclusion

Except for benefits extended under Section 4 - Additional Infectious Diseases cover and Section 8 - Trip Cancellation cover stated on the **schedule** or endorsement, this policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived:

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or **epidemic**, as declared as such by the World Health Organization or any governmental authority.

#### **GENERAL CONDITIONS**

(which apply to the whole policy and which you and the insured persons must keep to)

The conditions which appear in the policy or in any endorsement are part of the contract and you must keep to them.

#### 1. Precaution

The **insured persons** must take all reasonable steps to prevent loss, damage or **accident** and recover any missing property.

#### 2. Cancellation

You may at any time before the start of the **period of insurance** cancel the policy by giving us written notice. You are entitled to a refund of the premium less MMK 5,000 which we will retain as our cancellation fee. If the cancellation is from our side, we will refund the full amount of premium.

#### 3. Extension of cover

The round-trip policy may be extended just one time for an additional 30 days from the expiry of the original **period of insurance**. Before the expiry of the original **period of insurance**, **the insured** must request the extension of cover a minimum of 3 working days in advance to **us**.

#### 4. Keeping to the conditions

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We will only pay claims under this policy if you and the **insured persons** keep to all conditions of this policy and the statements and answers in the proposal are truthful.

#### 5. Legal personal representative

The terms, exclusions and conditions of this policy will also apply to your or any **insured person's** legal representatives.

#### 6. Same cover

If an **insured person** is insured under more than one travel insurance policy we have arranged for the same **journey**, we will only pay the highest benefit from one of the policies.

#### 7. Claims from other insurance or sources

When an incident results in a claim under this policy and the same loss, damage, expense or liability can be claimed from any other sources, we will pay as follow:

- (a) Where the same loss is covered by another insurance, we will only pay our proportionate share of the claim. Except for accidental death and permanent disablement benefits
- (b) Where the same loss is covered by any source other than insurance, we will only pay the balance of what you are not able to recover, up to the benefit limit of this policy.

#### 8. Governing law

This contract of insurance is governed by the laws of Myanmar. If there is any dispute, it will be dealt with by the courts of Myanmar.

#### 9. Currency

All amounts shown are in Myanmar Kyat.

## **CLAIM CONDITIONS**

(which apply to the whole policy)

For us to pay claims under this policy, you must keep to the following conditions.

#### 1. Telling us about a claim

You must contact our 24/7 hotline service +95 1-230 7000 or +95 9 9500 77000 with full details as soon as possible of any **injury**, **illness** or incident or when you discover any loss or damage which may result in a claim under this policy. You must also tell us if you know about any writ, summons or prosecution against you or an **insured person** and immediately send us every letter or document which relates to a claim.

#### 2. Conduct of claim

You and the **insured person** or any person acting for you or the **insured person**:

- (a) must not negotiate any claim or admit or deny legal responsibility without our written permission.
- (b) must co-operate fully with us as well as our appointed representatives such as investigators, loss adjusters.
- (c) must give us all medical reports, certificates, information and evidence required by us or our appointed representatives which we may need at your expense.
- (d) If your claim is for bodily **injury** or **illness**, we may ask, and will pay for, a medical examination. We may also ask, and will pay for, a post-mortem examination if any **insured person** passes away.

#### 3. Disappearance

We will not presume the **insured person** has died as a result of an **accident** if they disappear, unless there has been the total loss of the sea-going vessel, aircraft or train on which the **insured person** was travelling. The death of the **insured person** must be established by an official death certificate, or in the event of them disappearing after an **accident** or the total loss of the sea-going vessel, train or aircraft, by a court order presuming they are dead.

#### 4. Who we will pay

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We will pay claims to the **insured person** unless the **insured person** has died. If the **insured person** has died, we will pay to:

- (a) the **insured person's** beneficiary mentioned in the proposal form or
- (b) those who are according to the Myanma Insurance Law 12 (g).

For sections providing refunds or cover for expenses or liabilities paid or agreed, we will either pay:

- (a) the **policy holder** or **insured person** concerned who had the expense or liability;
- (b) our appointed assistance company or their authorized representatives or the healthcare provider to whom we or our assistance company have provided a guarantee (as appropriate); or
- (c) the person or organization that the **policy holder** or the **insured person** owes the money to under Section 9 Personal Liability. If we pay the claim in line with the above, we will have no further legal responsibility under this policy for the **insured person** concerned.

Once we have made the payment in accordance with the above, we will have no further legal obligations under this policy for the insured person concerned.

#### 5. Taking action in your name

We can defend and settle any legal action in your or the **insured person's** name. We can recover any payment we make under the policy for our own benefit, and we can do it in your or the **insured person's** name. You and the **insured persons** will have to give us all the information and help we may need. We will bear any legal cost incurred for these purposes.

#### 6. Our rights

At any time after an event has happened giving rise to a claim or series of claims under the personal liability section of this policy, we may pay you the full amount of the claim (or any smaller amount we can settle the claim for) and then will have no responsibility for dealing with any claim, defence or proceedings. We will not be responsible for any damage, loss or liability alleged to have been caused to you or the **insured person** as a result of any alleged act or failure to act on our part in connection with that claim, defence or proceedings. We will not be legally responsible for any costs or expenses you or any person claiming may have expended after our liability has been released.

#### 7. Arbitration

If there is any dispute about whether we are legally responsible for paying a claim or about the amount to be paid under this policy, it shall be settled by negotiation first. Only if this dispute is not resolved by negotiation, it will be decided by arbitration in line with Arbitration Law (2016) and current laws. Before you can take any other action, this arbitration must take place and an award made.

If within 12 months from the date of you claiming that we are legally responsible for a claim and you do not take up the offer of arbitration, we will assume you have abandoned the claim.

#### 8. Time limit for taking legal action

If you do not begin legal action within 12 months after the arbitration award is made, we will not be legally responsible for the claim.

#### 9. False or exaggerated claims

If you or anyone acting for you makes a claim under this policy knowing the claim to be dishonest or exaggerated in any way, we will not pay the claim and all covers under this policy will end immediately. We can tell the police about this.

#### 10. Supporting Claim Documents

The **insured person** is required to provide written notice to the **company** within 30 days of any **injury**, **accident**, loss, or damage that results in claimable expenses. This notice must include comprehensive details of the event, including all original bills and receipts, as well as a complete **doctor**'s report outlining the diagnosis of the treated condition, the date of disability as determined by the **doctor**, and a summary of the treatment costs, including medications and services provided.

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The **insured person** must provide the required documents as the following:

- 1. For All Types of Claims
  - (a) Original completed claim form
  - (b) Copy of NRC/Passport
  - (c) Policy Schedule or Certificate of Insurance
  - (d) Air/Bus/Train/Any Transportation mode of Ticket
  - (e) Boarding pass or copy of passport with stamp showing the date of departure and return
- 2. For Section 1, Accidental Death and Permanent Total Disability
  - (a) All relevant medical records/discharge summary from the treating **doctor**
  - (b) Original Death Certificate
- 3. For Section 2, Medical Related Expense
  - (a) All relevant medical records/discharge summary from the treating doctor
  - (b) Original medical bills and receipts
- 4. For Section 3, Dead Body Repatriation
  - (a) Original receipts for actual expenses claimed for cost of burial or cremation or transporting of mortal remains
- 5. For Section 4, Additional Infectious Diseases
  - (a) All relevant medical records/discharge summary from the treating doctor
  - (b) Original medical bills and receipts
- 6. For Section 5, Baggage Delay
  - (a) Written confirmation from Carrier/Airline stating the reason and length of baggage delay or Baggage return acknowledgement slip
- 7. For Section 6, Baggage Loss/Damage
  - (a) Original receipts/warranty cards for all items being claimed. If receipts are unavailable, provide a detailed description of the items along with the date, place, and cost of purchase
  - (b) Police Report lodged at the place of loss
  - (c) Written incident report from the responsible third party (such as the carrier, transporter, or hotel) acknowledging their liability for the loss.
  - (d) Photographic evidence demonstrating the damaged condition of the baggage/items
- 8. For Section 7, Flight Delay
  - (a) Written confirmation from respective Airline stating the reason and length of flight delay
- 9. For Section 8, Trip Cancellation
  - (a) Written confirmation from Tour Agent/Carrier/Hotel on amount refunded or cancellation charges
  - (b) Hotel accommodation confirmation advice/Travel Deposit Receipt
  - (c) Proof of relationship (if applicable)
  - (d) Medical Report/Medical Notes certifying the diagnosis and not fit to travel (if applicable)
- 10. For Section 9, Personal Liability

The **insured person** must not make any admissions, offers, promises, or payments related to Third-Party Liability without the prior approval or written consent of KBZMS. Failure to comply with this requirement may

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result in the denial of the claim. Promptly forward any correspondence from third parties to us without responding to it. After informing us, all relevant legal documents must be provided by the **insured person**.

- (a) Any letter of claim or documentations received from the third party in relation to the claim
- (b) Photographs of damaged third-party property

Note: In addition to above, we may request more information or documents depending on the nature of the claim case, and the **insured person** is required to provide such additional request from us.

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# SCHEDULE OF BENEFITS

parties)

KBZMS Travel Protect - Travel Insurance							
No.	Туре	Benefits	Sliver Package	Gold Package	Platinum Package		
1	1	Accidental Death & Permanent Disability	Up to MMK 10,000,000	Up to MMK 30,000,000	Up to MMK 50,000,000		
2 Basic	Medical Related Expense	Up to MMK 50,000,000	Up to MMK 100,000,000	Up to MMK 150,000,000			
		Emergency Medical Evacu	uation shall not exceed 500,000 MMK per individual.				
3	-	Dead Body Repatriation	Up to MMK 10,000,000	Up to MMK 30,000,000	Up to MMK 50,000,000		
4	Option 1	Additional Infectious Diseases Cover (Including COVID-19)	Same as Benefit No. 2				
5	Option 2	Baggage Delay (MMK 50,000 for every 6 full consecutive hours if your check-in baggage is delayed upon arrival at the scheduled destination)	Up to MMK 300,000	Up to MMK 400,000	Up to MMK 500,000		
6	Option 3	Baggage Loss/Damage (Maximum MMK 200,000 for any one article, pair or set of articles)	Up to MMK 1,000,000	Up to MMK 1,500,000	Up to MMK 2,000,000		
7	Option 4	Flight Delay (MMK 50,000 for every 6 full consecutive hours delay and MMK 100,000 for every 6 full consecutive hours thereafter)	Up to MMK 1,000,000	Up to MMK 1,500,000	Up to MMK 2,000,000		
8	Option 5	Trip Cancellation (Including due to tested positive COVID-19)	Up to MMK 1,000,000	Up to MMK 1,500,000	Up to MMK 2,000,000		
9	Option 6	Personal Liability (Legal liability for accidents resulting in bodily injuries or damage to property of third	Up to MMK 100,000,000 (deductible - MMK 2,500,000)				

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