

Policy

Allianz Flight Care

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IN CONSIDERATION of the premium received for each Insured Person, the Company shall pay the Benefit to the Policyholder based on the terms and conditions provided in this Policy.

Definitions

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

Company means Allianz General Insurance Company (Malaysia) Berhad (735426-V)

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

Geographical Area in this Policy refers to Malaysia.

Home means the Policyholder's usual place of residence in Malaysia.

Insured Person means the Policyholder and his or her Travelling Companions (if any) named in the Policy/e-schedule.

Policy means the Policy issued for the benefit of the Insured Person read together with the e-schedule and any related endorsements.

Policyholder means the person who has legal capacity to purchase the Policy and is a Malaysian citizen or Malaysian permanent resident holding a valid Malaysian bank account.

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

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

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

Travelling Companions means the persons travelling together with the Policyholder as a group and boarding the same flight and the same Scheduled Carrier as the

Policyholder, as declared by the Policyholder in the Policy/e-Schedule.

General Conditions

1. The payment of claims in respect of this Policy must be in respect of a Delay of a domestic flight which occurred within the Geographical Area during the Period of Insurance and is subject to and conditional upon the Policyholder giving all necessary information that the Company may require.
2. The Policyholder may purchase this Policy to cover his or her Travelling Companions who have consented to be covered under this Policy and are on the same flight as the Policyholder by paying the relevant premium.
3. Policyholder is only eligible to purchase this Policy at least twenty four (24) hours prior to the Scheduled Departure Time.
4. No alterations and/or additions to the printed terms and conditions of this Policy are valid unless an endorsement is issued by the Company.
5. Subject to the duty of disclosure of the Policyholder in Condition 10 below, the Company shall not be liable for any claims in the event of any fraud, misstatement or concealment in the statements made by the Policyholder or on behalf of the Insured Person prior to or when effecting this Policy and the premiums paid shall be forfeited.
6. In order to be eligible for this insurance, the Insured Person must be a fare paying passenger of the Scheduled Carrier as stated in the Policy/e-schedule and holding a valid flight ticket at the time of the Delay.
7. The Company shall be entitled :
 - a) Not to be liable for any claim under more than one policy for the same Insured Person relating to the same Period of Insurance issued by the Company;
 - b) Not to refund the premium after this cover has been issued unless Condition 8 below applies.
8. This Policy may be terminated in the following manner
 - a) Termination by the Policyholder

This Policy may not be terminated unless the Policyholder notifies the Company, at least three (3) working days before the Scheduled Departure Time.

Upon termination of the Policy by the Policyholder, the Company shall refund the premium paid by the Policyholder together with the stamp duty paid for this Policy (if any) by banking in the relevant amount into the Policyholder's account, the details of which were given to the Company upon the

Policyholder's payment of the premium for this Policy.

b) Termination by the Company

The Company may give notice of termination to the Policyholder at his or her last known email address.

Such termination shall become effective seven (7) days following the date of such notice.

1. Notice

Unless as otherwise provided in this Policy, all notices, demand or other communications required or permitted to be given or made under the terms of this Policy shall be in writing and delivered personally or sent by normal or prepaid registered post to the addresses set out in this Policy (or to such other address as either party may from time to time notify the other) or delivered electronically or orally. Any such notice, demand or communication shall be deemed to have been duly served:

- a) immediately if delivered personally;
- b) three (3) working days after posting, if sent by normal or prepaid registered post;
- c) immediately, if delivered electronically; or
- d) immediately, if notice is given orally by way of a telephone call. Provided Always That oral notice given by the Policyholder shall only be accepted if the telephone call is made to the Company's customer service contact center and shall be subject to the Company's verification of the Policyholder's details.

2. Duty of Disclosure

a) **Consumer Insurance Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Policyholder had applied for this Insurance wholly **for purposes unrelated to the Policyholder's trade, business or profession**, the Policyholder had a duty to take reasonable care not to make a misrepresentation in answering the questions in the application for this Policy and all the questions required by the Company fully and accurately and also disclose any other matter that the Policyholder knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

b) **Non-Consumer Insurance Contract**

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the Policyholder had applied for this Insurance **for purposes related to Policyholder's trade, business or profession**, the Policyholder had a duty to disclose any matter that

the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

- c) The Policyholder also has a duty to tell the Company immediately if at any time, after this Policy contract has been entered into, varied or renewed with the Company, any of the information given for this Policy contract is inaccurate or has changed.

3. **Goods and Services Tax impact on Claims Settlement**

The Company will pay the Policyholder's claim inclusive of the Goods and Services Tax on items which are taxable supplies, up to the limit of the Benefit. In the event that Policyholder is entitled to claim for the Input Tax Credit and if the Company makes a payment under this policy as compensation to the Policyholder, the Company will reduce the amount of the payment by deducting the Policyholder's Input Tax Credit entitlement irrespective of whether the Insured Policyholder has or has not claimed the Input Tax Credit, up to the limit of the Benefit.

Benefits

The Company will pay:

Ringgit Malaysia Fifty (RM50.00) in the event of a Delay suffered by each Insured Person under this Policy during the Period of Insurance.

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

Exclusion

For each Insured Person, the Company will not pay for:

1. Any event which is a result of:
 - a) Insured Person's failure to check in at the airport, according to the travel itinerary.
 - b) Insured Person's late arrival at the airport, after check in or boarding time
 - c) Travel delay arising from strike or industrial action which commenced or was announced before purchase of this Policy;
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or state of siege or any of the events or causes which

determine the proclamation or maintenance of martial law or state of siege.

3. In the event that the flight is cancelled or rescheduled unless the rescheduled flight is deemed to be Delayed by the Scheduled Carrier.
4. If the Policyholder is aware before the Policy was issued of any reason that may cause the flight to be delayed.

Claims

1. Subject to Paragraph 2 below, in the event of a valid claim, the Company shall bank in Ringgit Malaysia Fifty (RM50.00) for each Insured Person into the Policyholder's account, the details of which were given to the Company upon the Policyholder's payment of the premium for this Policy.
2. In the event a rescheduled flight is Delayed, the Policyholder must notify the Company of the Delay in the manner described in Condition 9 above, in order to register the claim before the Company may bank in the valid claim amount for all the Insured Person under this Policy into the Policyholder's account.
3. The Company's liability under this Policy shall be discharged upon the payment and successful credit of the valid claim amount for all the Insured Person under this Policy into the Policyholder's account.

Cash Before Cover

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The Company reserves the right to refuse any coverage and/ or reject the Policyholder's claim resulting from non-payment of premium to the Company.

IMPORTANT NOTICE TO POLICYHOLDER

If you have any complaints of unfair market practices by the Company, you may call or write to :

Complaints Unit / Unit Pengaduan

Ground Floor
Block 2A, Plaza Sentral
Jalan Stesen Sentral 5
Kuala Lumpur Sentral
50470 Kuala Lumpur
Tel: 03-2264 0520
Fax: 03-2264 0602
Email : customer.service@allianz.com.my

OR

Ombudsman for Financial Services

Ombudsman Perkhidmatan Kewangan (664393P)

(Formerly known as Financial Mediation Bureau)

Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Tel: 03-2272 2811 / Fax: 03-2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

OR


Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia
Ground Floor Block C
Jalan Dato' Onn
50480 Kuala Lumpur
Toll Free: 1-300-88-5465
Fax: 03-21741515
Email: bnmtelelink@bnm.gov.my

Allianz General Insurance Company (Malaysia) Berhad (735426-V)

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Customer Service

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