

Policy

ALLIANZ SHIELD PLUS

Allianz Shield Plus

WHEREAS the **Insured Person** described in the Schedule hereto following the profession or occupation stated in the Schedule being desirous of insuring in the manner hereinafter mentioned with **Allianz General Insurance Company (Malaysia) Berhad (735426-V)** (hereinafter called "**the Company**") has made a proposal and signed a declaration which proposal and declaration shall be the basis of the contract for the Insurance hereby intended to be made and incorporated herein and has paid or has agreed to pay to the **Company** the premium stated in the Schedule as a consideration for the Insurance for the period stated therein.

Notwithstanding any provision in this Policy, the above basis of contract shall not apply to the **Insured Person** who is an individual entering into, varying or renewing the contract of insurance **wholly for purposes unrelated to the Insured Person's trade, business or profession.**

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the **Period of Insurance** the **Insured Person** suffers **Injury**, caused solely and directly by **Accident** as hereinafter defined which shall solely and independently of any other cause result in the **Insured Person's** death or disablement as hereinafter defined, or necessitate medical and/or hospital and surgical treatment as hereinafter defined, the **Company** will pay to the **Insured Person** or in the event of death, to the **Insured Person's** legal representative, the sum(s) of money specified in the Schedule and in accordance to the Scale of Benefits subject to the terms and conditions of this Policy.

PART 1 – BENEFITS

The following benefits are payable up to the maximum applicable **Principal Sum Insured**/relevant benefit amount specified in Schedule of Benefits according to your plan subject to the term and conditions of this Policy.

A. DEATH

In the event of an **Accident** during the **Period of Insurance** causing an **Injury** resulting in death of the **Insured Person** occurring within twelve (12) calendar months from the **Date of Accident**, the **Company** shall pay the death benefit according to the percentage of the **Principal Sum Insured** as stated in the Scale of Benefits.

B. PERMANENT DISABLEMENT

In the event of an **Accident** during the **Period of Insurance** causing an **Injury** resulting in **Permanent Disablement** (verified by a **Medical Practitioner**) to the **Insured Person** occurring within twelve (12) calendar months from the **Date of Accident**, the **Company** shall pay the **Permanent Disablement** benefit according to the percentage of the **Principal Sum Insured** as stated in the Scale of Benefits.

Scale of Benefits	Percentage of Principal Sum Insured
Death	100%
Permanent Disablement	
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Loss of sight of both eyes	100%
Total paralysis from neck down	100%
Injury resulting in being permanently bedridden	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%

Loss of leg	at hip	100%
	between knee and hip	100%
	below knee	100%
Eye: Loss of	whole eye	100%
	all sight in one eye	100%
	sight of except perception of light	50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	both phalanges	30%
	one phalanx	15%
Loss of index finger	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
Loss of middle finger	three phalanges	8%
	two phalanges	5%
	one phalanx	3%
Loss of ring finger	three phalanges	6%
	two phalanges	5%
	one phalanx	3%
Loss of little finger	three phalanges	5%
	two phalanges	4%
	one phalanx	3%
Loss of metacarpals	first or second (additional)	4%
	third, fourth or fifth (additional)	3%
Loss of toes	all	20%
	great, both phalanges	8%
	great, one phalanx	3%
	other than great, if more than one toe lost, each	2%
Permanent loss of hearing in both ears and speech		100%
Loss of hearing	both ears	75%
	one ear	15%
*Loss of speech		50%
Shortening of arm	more than 1" up to 2"	2.5%
	more than 2" up to 4"	5%
	more than 4"	12.5%
Shortening of leg	more than 1" up to 2"	5%
	more than 2" up to 4"	10%
	more than 4"	25%
Permanent Impotency or Infertility		20%
**Coma		100%
***Disappearance		100%

• ****COMA**

Upon certification by a **Medical Practitioner** that the **Insured Person** has been in a coma state for at least one (1) year due to an **Accident**, the **Company** will pay one hundred percent (100%) of the **Principal Sum Insured**. However, the **Company** has the right to recover the payment made if the **Insured Person** regains consciousness provided that a deduction of ten percent (10%) of the aforesaid payment to be paid for each year the **Insured Person** was in a coma state.

• *****DISAPPEARANCE**

If after a period of one (1) year has lapsed from the date of reported disappearance to the police or relevant authorities and the **Company** having examined all evidence available shall have no reason to suppose other than that an **Accident** has occurred which in all probability has resulted in the death of the **Insured Person**, the disappearance of the **Insured Person** shall be considered to constitute a claim under this Policy and the **Principal Sum Insured** shall be payable. However, if at any time after payment has been made, the **Insured Person** is found to be living, any sums paid by the **Company** in settlement of the claim shall be refunded to the **Company**.

• **EXPOSURE**

This Policy covers death or **Permanent Disablement** claims caused by exposure to the elements as a result of an **Accident** provided that in the event of death of the **Insured Person**, the death is subject to an inquest by which it is found that the **Insured Person** died of exposure as a result of an **Accident**.

Where the **Injury** is not specified, the **Company** reserves the right to adopt a percentage of **Permanent Disablement** at its discretion.

Permanent Total Loss of Use of Member shall be treated as loss of member. *Loss of Speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one **Accident** shall not exceed one hundred percent (100%) of the **Principal Sum Insured**. In the event of a total of one hundred percent (100%) **Principal Sum Insured** having been paid during the **Period of Insurance**, this Policy shall immediately cease to be in force. Other losses lesser than one hundred percent (100%) if having been paid shall reduce the coverage by that amount from the **Date of Accident** until the expiry of this Policy.

C. DOUBLE INDEMNITY

In the event that the benefits payable under this Policy for:

- (a) Death; or
- (b) Total paralysis from neck down; or
- (c) Permanent total loss of use of two (2) limbs (or two (2) or more limbs)

arises due to an **Accident** that occurred (I) whilst travelling as a fare-paying passenger on any mode of **Public Transport Services** OR (II) whilst travelling overseas, the said benefits together with **Renewal Bonus** (if any) shall be doubled.

*Travelling overseas in this context would mean the following:

- If **Insured Person** is a Malaysian – **Insured Person** is travelling out of Malaysia. If **Insured Person** also has a permanent residence in another country, then this benefit is only applicable if **Insured Person** is travelling out of Malaysia and out of that country in which the **Insured Person** has permanent residence.
- If **Insured Person** is a Malaysian legally employed in a foreign country – **Insured Person** is travelling out of Malaysia and out of the country in which he/she is employed.
- If **Insured Person** is a Non-Malaysian – **Insured Person** is travelling out of Malaysia and out of the **Insured Person's** country of origin.

NOTE: Double Indemnity is applicable for either (I) or (II) above, and not both.

D. MEDICAL EXPENSES

The **Company** will indemnify the **Insured Person** for medical expenses incurred by the **Insured Person** for any **Injury**, including medical expenses incurred by the **Insured Person** as a result of the **Insured Person** having contracted Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya provided that the maximum liability of the **Company** arising out of any one **Accident** shall not exceed the amount specified in the Schedule. Medical Expenses shall include expenses incurred for hospital (including room and board), clinical, medical and surgical treatments, and the cost for obtaining medical/specialist/post-mortem reports.

Compensation shall be payable only if such medical or surgical treatment is provided to the **Insured Person** by a **Medical Practitioner** within two (2) years from the **Date of Accident**, provided that the first expense is incurred within twenty six (26) weeks from the **Date of Accident**, the original invoice(s)/receipt(s) of the expenses incurred and any other additional documents as the **Company** may require are submitted to the **Company**.

• **CASHLESS HOSPITAL ADMISSION AND DISCHARGE BENEFIT**

In the event the **Insured Person** requires **Hospitalisation** due to **Accident**, the **Company** will facilitate the **Insured Person's** admission into a participating hospital in Malaysia or within the **Asia Pacific Countries** by providing any guarantee required by the hospital up to a maximum of RM2,500. Thereafter, the **Company** will also facilitate the **Insured Person's** discharge from the same hospital provided all items in the final bill from the hospital is covered up to the Medical Expenses benefit limit as stated in the Schedule. Items that are not covered will have to be borne by the **Insured Person**.

This Cashless Benefit will only be activated after seven (7) working days from the submission and acceptance of the **Insured Person's** proposal to any registered office of the **Company**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of diseases.

E. ALTERNATIVE MEDICINE

The **Company** will reimburse the costs for **Alternative Medicine** incurred by the **Insured Person** as a result of an **Accident** up to the limits specified in the Schedule.

Compensation shall be payable only if such treatment is provided to the **Insured Person** within two (2) years from the **Date of Accident**, provided that the first expense is incurred within twenty six (26) weeks from the **Date of Accident**, the original invoice(s)/receipt(s) of the expenses incurred and any other additional documents as the **Company** may require are submitted to the **Company**.

F. BLOOD TRANSFUSION

The **Company** will pay the **Insured Person** twenty percent (20%) of the **Principal Sum Insured** specified in the Schedule if the **Insured Person** contracts Human Immunodeficiency Virus (HIV) as a result of a Blood Transfusion whilst the **Insured Person** is undergoing medical treatment for **Injury** in a hospital within Malaysia.

Compensation shall only be payable if the **Insured Person** is positively diagnosed with Human Immunodeficiency Virus (HIV) within two (2) years from the date of the Blood Transfusion.

G. DENTAL CORRECTION AND/OR CORRECTIVE COSMETIC SURGERY

The **Company** will reimburse the **Insured Person** up to the amount specified in the Schedule in respect of the expenses incurred by the **Insured Person** for Dental Correction and/or Corrective Cosmetic Surgery performed on the **Insured Person's** neck, head or chest

(navel up) following injuries sustained as a result of an **Accident**, provided that such Dental Correction and/or Corrective Cosmetic Surgery is recommended and performed by a licensed orthodontist or cosmetic surgeon.

H. HOSPITAL INCOME

In the event the **Insured Person** requires **Hospitalisation** as a result of an **Accident** the **Company** will pay the **Insured Person** a daily benefit as specified in the Schedule for the period of **Hospitalisation**, up to a maximum of one hundred and eighty (180) days. This benefit is triggered only if the **Insured Person** is hospitalised for more than twelve (12) hours due to an **Accident**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of disease.

Daily compensation is payable only if the **Insured Person** is hospitalised within twenty one (21) days of the **Date of Accident**. Successive periods of hospital confinement due to the same cause, shall be considered as one **Accident**.

I. PERMANENT IMPOTENCY OR INFERTILITY

The **Company** will pay the **Insured Person** up to the limits specified in the Scale of Benefits if the **Insured Person** suffers impotency or infertility due to an **Accident**. Such **Permanent Disablement** must be certified by a **Medical Practitioner**.

J. KIDNAP BENEFIT

The **Company** will pay a lump sum of RM10,000 for necessary expenses incurred by the **Insured Person's** family to recover the **Insured Person** and also offer a reward of RM50,000 for information leading to the recovery of the **Insured Person** provided that the **Insured Person** is alive at the time of recovery. The payment of this benefit is subject to verification and confirmation by the police that a ransom has been demanded by the kidnappers for the return of the **Insured Person**. Where no demand of ransom has been made, the **Company** has absolute discretion whether or not to make any payment under this benefit.

If after a period of one (1) year has lapsed from the date of reported kidnapping to the police and the **Company** having examined all evidence available shall have no reason to suppose in all probability the **Insured Person** had died, the disappearance of the **Insured Person** shall be considered to constitute a claim under this Policy and the **Principal Sum Insured** shall be payable.

K. AMBULANCE FEE

The **Company** will reimburse the charges incurred for necessary ambulance services rendered in Malaysia (inclusive of attendants) to and/or from the hospital up to the amount specified in the Schedule provided such Ambulance Fee were incurred as a result of an **Accident** to the **Insured Person**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of diseases.

L. FUNERAL EXPENSES

The **Company** will pay the **Insured Person's** legal representative the amount specified in the Schedule as Funeral Expenses in the event of death of the **Insured Person** due to an **Accident**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of diseases.

M. BEREAVEMENT ALLOWANCE

In the event of the **Insured Person's** death due to Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya, the **Company** will pay to the **Insured Person's** legal representative, twenty percent (20%) of the **Principal Sum Insured** specified in the Schedule as a Bereavement Allowance upon submission of the documents required by the **Company**.

N. PERSONAL LIABILITY

The **Company** will indemnify the **Insured Person** up to the amount specified in the Schedule if the **Insured Person** shall become legally liable to pay to third parties in respect of **Injury** or accidental damage to property. The territorial limit of this benefit is within Malaysia only. In the event that any claim is proven to be fraudulent after payment is made, the **Company** will retrieve all payments made in respect of that fraudulent claim. The **Company** further reserves the right to take any further action, including legal action against the claimant in such case.

The **Company** will, subject to the limit of liability stated in the Schedule, indemnify the **Insured Person** in respect of:

- (a) All sums the **Insured Person** shall become legally liable to pay for compensation in respect of:
 - (i) **Injury** to any person; and
 - (ii) accidental damage to property;
- (b) All costs and expenses in litigation:
 - (i) recovered from the **Insured Person** by any claimant or claimants; and
 - (ii) incurred with the written consent of the **Company**;

in respect of a claim against the **Insured Person**, for compensation to which the indemnity expressed in this Policy applies.

In the event of death of the **Insured Person**, the **Company** will in respect of the liability incurred by the **Insured Person**, indemnify the **Insured Person's** legal representative in the terms of and subject to the limitation of this Policy provided such legal representative shall as though they were the **Insured Person** observe, fulfill and be subject to the terms, conditions and exclusions of this Policy so far as they can apply.

O. RENEWAL BONUS

Subject to the provisions of this Policy, **Renewal Bonus** shall be paid to the **Insured Person** or the **Insured Person's** legal representative as the case maybe, in addition to the payment of the **Principal Sum Insured** or such part thereof payable in respect of a claim made under this Policy. In the event of a claim having been made under Benefits B (**Permanent Disablement**), Benefit C (Double Indemnity) or Optional Benefit 2 (Double Indemnity in the event of **Motor Vehicle Accident**) of this Policy, any **Renewal Bonus** will not apply and computations for future **Renewal Bonus** will begin anew from the next renewal date of this Policy.

Renewal Bonus shall not be applicable under Benefits F (Blood Transfusion), I (Permanent Impotency or Infertility), M (Bereavement Allowance) and N (Personal Liability).

P. MOBILITY EXPENSES

In the event the **Insured Person** suffers **Permanent Disablement** due to an **Accident**, the **Company** shall reimburse the **Insured Person**, up to the limits stipulated in the Schedule, the actual costs of purchasing medical equipment provided always that such medical equipment are necessary to assist in the mobility of the **Insured Person** and are recommended by the attending **Medical Practitioner**.

Q. REPATRIATION EXPENSES

The **Company** will reimburse the **Insured Person's** legal representative up to a maximum of RM20,000 for Repatriation Expenses incurred in sending the **Insured Person's** mortal remains back to the **Insured Person's Home** country if the **Insured Person's** death is due to an **Accident** whilst travelling outside the **Insured Person's Home** country.

The reimbursement of Repatriation Expenses shall be based on the actual expenses incurred or RM20,000 whichever is lower, for the transportation of the **Insured Person's** mortal remains back to the **Insured Person's Home** country.

R. MISCARRIAGE DUE TO ACCIDENT

The **Company** will pay the **Insured Person** RM2,000 per person per **Accident** in the event the **Insured Person** suffers a miscarriage as a result of an **Accident**.

S. COMPASSIONATE CARE

(i) The **Company** will reimburse the **Insured Person** up to RM10,000 for reasonable expenses incurred in travelling and accommodation by one (1) **Family Member** to take care and/or accompany the **Insured Person** who is a minor, not more than eighteen (18) years old, during the period of **Hospitalisation**, provided the **Hospitalisation** is a result of an **Accident**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of diseases.

(ii) In the event that the **Insured Person** gives birth to a baby or babies with birth defects caused by the Zika Virus as certified by a **Medical Practitioner**, the **Company** will pay a lump sum of RM10,000 to the **Insured Person**.

T. SNATCH THEFT OR ATTEMPTED SNATCH THEFT

In the event of **Snatch Theft** or **Attempted Snatch Theft**, the **Company** will compensate RM600 to the **Insured Person** subject to a police report being lodged. Police report to be made within twenty four (24) hours of the **Snatch Theft** or **Attempted Snatch Theft** occurrence.

PART 2 – OPTIONAL BENEFITS

1. WEEKLY BENEFITS

If the **Insured Person** is temporarily unable to engage in or attend to the **Insured Person's** profession or occupation due to **Injury** as certified by a **Medical Practitioner**, the **Company** will pay the **Insured Person** the amount specified under Weekly Benefits as provided in the Schedule up to a period of fifty two (52) weeks, effective from the date of confirmation of such temporary disablement by a **Medical Practitioner**.

The benefits herein are payable to the **Insured Person** provided that the **Insured Person** has not made any claims under **Permanent Disablement**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not include food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of disease.

Compensation is payable only if such **Injury** shall, within twenty one (21) days from the **Date of Accident**, continuously disable and totally prevents the **Insured Person** from performing any duties or functions relating to his/her occupation. This benefit is only payable if the **Insured Person** furnishes the **Company** with original medical certificates issued by a **Medical Practitioner**.

2. DOUBLE INDEMNITY IN THE EVENT OF MOTOR VEHICLE ACCIDENT

In the event that the benefits payable under this Policy for:

- (a) Death; or
- (b) Total paralysis from neck down; or
- (c) Permanent total loss of use of 2 limbs (or 2 or more limbs)

arises due to **Motor Vehicle Accident**, whether as a pedestrian, passenger, pillion or driver/rider, the said benefit together with **Renewal Bonus** (if any) shall be doubled.

Notwithstanding the above, if Benefit C (Double Indemnity) of this Policy is also payable, the **Insured Person** is only entitled to claim either Benefit C (Double Indemnity) or this optional benefit only.

PART 3 – CONDITIONS

1. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by the **Insured Person** or his/her legal representative shall be conditions precedent to any liability of the **Company** to make any payment under this Policy.

2. NOTICE

Every notice or communication to be given or made under this Policy by the **Insured Person** or his/her legal representative shall be delivered in writing to the Head Office or any Branch Office of the **Company**.

3. MISSTATEMENT OR OMISSION OF MATERIAL FACT

Subject to the relevant duty of disclosure of the **Insured Person**, the **Company** shall not be liable if there be any misstatement in or if a material fact has been omitted from the proposal form.

4. ELIGIBILITY

Insured Person must be must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia or who is legally residing in Malaysia, age from thirty (30) days up to the age of sixty five (65) years and renewal is up to eighty (80) years. Ages referred to in this Policy shall be in reference to the age as at the last birthday.

5. CHANGE OF ADDRESS OR PARTICULARS

The **Insured Person** shall give immediate notice to the **Company** of any change in his/her name, residence, business or occupation. The **Insured Person** shall also give notice before any renewal of this Policy of any **Injury**, disease, physical defect or infirmity by which the **Insured Person** has become affected or has knowledge of.

6. OVERSEAS RESIDENT

Only death and **Permanent Disablement** Benefits will be payable should the **Insured Person** reside outside of Malaysia, Singapore and Brunei for more than ninety (90) consecutive days.

7. ALTERATIONS

The **Company** reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall only be valid if authorised by the **Company** and endorsed hereon.

8. CLAIMS

(a) **Notice of Injury** on which the claim may be based and which is covered by this Policy, must be given in writing to the **Company** within thirty (30) days from the date of occurrence. The **Company** upon receipt of such notice shall furnish the **Insured Person** with a claim form for the filing of proof of claim.

(b) **In the event of Death** reasonable notice shall be given to the **Company** before burial or cremation and the **Company** may require to be represented at a post-mortem or examination of the body of the **Insured Person**. The **Company** shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the **Company** of any inquest appointed.

- (c) All certificates, information and evidence required by the **Company** shall be furnished by the **Insured Person** or his/her legal representative and shall be in such form and of such nature as the **Company** may prescribe.

9. POLICY RENEWAL

This Policy shall not in any event be renewable when the **Insured Person** attains the age of eighty (80) years.

10. AUTOMATIC RENEWAL

It is agreed and acknowledged that subject to the terms and conditions of this Policy and subject to payment of any premium due, this Policy shall be renewed on each Policy anniversary upon expiry unless this Policy is terminated pursuant to Condition 11 (Termination of Insurance).

Notwithstanding the renewal of this Policy on each Policy anniversary, in the event of any change in the particulars provided for underwriting this Policy or in the event of any claim arising in the period before this Policy is renewed, the **Company** shall have the right to revise the terms of this Policy, adjust the premium, decline renewal or terminate this Policy.

11. TERMINATION OF INSURANCE

(a) Termination by the Insured Person

If the **Insured Person** gives notice to the **Company** to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, the **Company's** short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting.

The following scale of short period rates shall apply:

Period Insured	Percentage of Annual Premium to be Charged
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

(b) Termination by the Company

The **Company** may give notice of termination by registered post to the **Insured Person** at his or her last known address. Such termination shall become effective seven (7) days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the **Insured Person** provided that no claim has been made during the **Period of Insurance** then subsisting.

(c) Automatic Termination

- (i) This Policy shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the **Period of Insurance**; or
- (ii) This Policy shall lapse/terminate when the **Insured Person** attains the age of eighty (80) years; or
- (iii) This Policy shall lapse/terminate if any premium on this Policy remains unpaid on or before each automatic renewal of this Policy.

12. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event that the **Insured Person** shall be admitted into a hospital and/or receive

medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the **Company** shall indemnify the **Insured Person** or his/her legal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the **Insured Person** is discharged from hospital.

13. APPLICABLE LAW

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian courts shall have exclusive jurisdiction hereto.

No action at law or in equity shall be brought to recover on this Policy prior to expiration of **sixty (60) days** after written proof of loss has been furnished in accordance with the requirements of this Policy.

14. RECEIPTS

The **Company** shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with this Policy and the receipt of the **Insured Person** of any compensation payable herein shall in all cases be effectual discharge of liability of the **Company**.

15. PROOF OF LOSS

Written proof of loss, including but not limited to medical reports, original receipts, police report and such other proof as required to support the nature of the claim, must be furnished to the **Company** within **ninety (90) days** from the **Date of Loss/Accident**. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

16. TERRORISM COVER

This Policy is extended to cover the **Insured Person** in respect of **Injury**, death and **Permanent Disablement** which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- (a) Terrorism means an act or acts, of any person, or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- (b) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or devise or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- (c) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (d) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

17. DUTY OF DISCLOSURE

(a) Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the **Insured Person** had applied for this Insurance wholly for **purposes unrelated to the Insured Person's trade, business or profession**, the **Insured Person's** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form and all the questions required by the **Company** fully and accurately and also disclose any other matter that the **Insured Person** 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 **Insured Person** had applied for this Insurance for **purposes related to Insured Person's trade, business or profession**, the **Insured Person** had a duty to disclose any matter that the **Insured Person** 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 continues until the time the contract was entered into, varied or renewed.**

(c) The **Insured Person** 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.

18. APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "**Applicable Tax**") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Policy, the **Company** will be entitled to charge any Applicable Tax as allowed by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Policy on payment of premiums and default hereof shall apply equally to the Applicable Tax.

PART 4 - EXCLUSIONS

This Policy does not cover death or any **Injury/Permanent Disablement** directly or indirectly caused by or in connection with any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
2. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
3. Intoxication beyond the legal limit related to the driving offence and/or under the influence of illegal drugs;
4. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV). However, the named diseases specifically mentioned under Benefits D (Medical Expenses) and Benefit F (Blood Transfusion) may be covered under specific circumstances as detailed therein;

5. Childbirth, miscarriage, pregnancy or any complications thereof, unless caused solely by **Accident**;
6. Provoked murder or assault;
7. While travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
8. While committing or attempting to commit any unlawful act;
9. While participating in any professional sports;
10. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) meters in depth, mountaineering involving the use of ropes or mechanical guides;
11. Racing (other than on foot), pace-making, speed or reliability trials;
12. Ionisation, radiation or contamination by radioactivity, nuclear weapons material;
13. Riding/driving without a valid driving license (NOTE: this will not apply for expired license but is not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws);
14. Liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** notwithstanding such agreement;
15. Liability in respect of **Injury** to any person who at the time of sustaining such **Injury** is engaged in the service of the **Insured Person** or for compensation claimed from the **Insured Person** by an injured person or dependent under any workmen's compensation legislation;
16. Liability in respect of **Injury** to any person who is a member of the **Insured Person's** own family or a member of the **Insured Person's** household;
17. Liability in respect of damage to property belonging to or in the charge or under the control of the **Insured Person** or of any servant or agent of the **Insured Person**;
18. Liability in respect of **Injury** or damage caused by or in connection with or arising from:
 - (a) The ownership or possession or use by or on behalf of the **Insured Person** of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
 - (b) The ownership or possession or use by or on behalf of the **Insured Person** of any land or building;
 - (c) Any employment, profession or business of the **Insured Person** or anything done in connection therewith or for the purpose thereof.
19. Liability for any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, popular uprising, strike, riot or civil commotion.

PART 5 – DEFINITIONS

ACCIDENT means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted **Injury**.

ALTERNATIVE MEDICINE means alternative medical treatment which is carried out by an alternative **Medical Practitioner**.

ASIA PACIFIC COUNTRIES is defined as Australia, Bangladesh, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Laos, Macau, Myanmar, Nepal, New Zealand, Pakistan, Papua New Guinea, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam.

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

DATE OF LOSS/ACCIDENT means the day when any **Injury** and other covered incident(s) occur; is inflicted on; and/or contracted by the **Insured Person**.

PERMANENT DISABLEMENT means the conditions which are described under item B of Part 1 - Benefits.

FAMILY MEMBER(S) means **Insured Person's** legal spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters and legally adopted child or sibling, all residing in the **Insured Person's Home Territory**.

HOME means **Insured Person's** usual place of residence in Malaysia.

HOME TERRITORY means Malaysia.

HOSPITALISATION means admission to a hospital as a registered inpatient for medically necessary treatments for an **Injury** upon recommendation of a **Medical Practitioner**. A patient shall not be considered as under **Hospitalisation** if the patient does not physically stay in the hospital for the whole period of confinement.

ILLNESS means any sudden and unexpected deterioration of health certified by any **Medical Practitioner** during the **Period of Insurance**.

INJURY means bodily **Injury** suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease (unless expressly provided for in this Policy) or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

INSURED PERSON means person(s) named or described in the Schedule and who must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia or who is legally residing in Malaysia.

MEDICAL PRACTITIONER means a qualified **Medical Practitioner** licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of his/her licensing and training.

MOTOR VEHICLE means a self-propelled vehicle, commonly wheeled, and is used for the transportation of people. The vehicle propulsion is provided by an engine or motor, usually by an internal combustion engine, or an electric motor, or some combination of the two, such as hybrid electric vehicles and plug-in hybrids.

PERIOD OF INSURANCE means the duration for when an **Insured Person** is insured, subject to the terms, conditions and exclusions as set out in this Policy and the specific dates confirmed by the **Policyholder** to the **Insured Person** as set out in the Schedule.

POLICYHOLDER means a person or a corporate body as described in the Schedule to whom this Policy has been issued in respect of cover for the **Insured Person**.

PRINCIPAL SUM INSURED means the sum insured according to the type of plan purchased.

PUBLIC TRANSPORT SERVICES means any licensed bus, taxi or a **Scheduled Carrier** which any member of the public has access to use as a fare-paying passenger.

RENEWAL BONUS means a reward given for the annual renewal of the Policy equivalent to ten percent (10%) percent of the **Insured Person's Principal Sum Insured** for each year up to maximum of one hundred percent (100%) provided that there is no claim under Benefit B (**Permanent Disablement**), Benefit C (Double Indemnity) and Optional Benefit 2 (Double Indemnity in the event of **Motor Vehicle Accident**) in the preceding **Period of Insurance**. To be eligible for the **Renewal Bonus** each year, the renewal of the Policy must be continuous and not lapse in any given year. Payment of **Renewal Bonus** is in addition to the **Principal**

Sum Insured and shall only be applicable under Benefits A (Death), B (**Permanent Disablement**), C (Double Indemnity) and Optional Benefit 2 (Double Indemnity in the event of **Motor Vehicle Accident**).

SNATCH THEFT or ATTEMPTED SNATCH THEFT means the act of forcefully stealing or attempt thereof, from an **Insured Person**. For the purpose of this Policy, **Snatch Theft or Attempted Snatch Theft** is included to cover robbery or attempted robbery and snatch grab – situation where the **Insured Person's** possessions is grabbed, or attempted to be, from the **Insured Person**.

SCHEDULED CARRIER means scheduled aircraft, train or sea vessel where the aircraft, train and sea vessel are listed with the relevant authorities in the countries in which the aircraft, train or sea vessel is registered and holds a certificate, license or similar authorisation for scheduled transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times.

CHECKLIST ON THE REQUIRED SUPPORTING DOCUMENTS OF CLAIMS

Benefits	Documents
Death/ Permanent Disablement Repatriation Expenses/Funeral Expenses	1. Medical report or death certificate 2. Post mortem report 3. Driving license if involved Motor Vehicle Accident
Medical Expenses/ Alternative Treatment /Blood Transfusion/ Dental Correction and/or Corrective Cosmetic Surgery/ Hospital Income Benefit/ Permanent Impotency or Infertility/Ambulance Fee/ Bereavement Allowance/ Weekly Benefit/Mobility Expenses/Miscarriage due to Accident	1. Original medical bills/receipts 2. Hospital admission/ discharge/Discharge note or summary 3. Copy of medical leave 4. Medical report 5. Driving licence if involved Motor Vehicle Accident
Kidnap	Police report and investigation report
Personal Liability	All correspondence/documents from the Third Party
Compassionate Care	1. Hospital admission/discharge note or summary 2. Original bill and receipt for expenses incurred in travelling and accommodation
Snatch Theft or Attempted Snatch Theft	Police report

The above list is not exhaustive. The **Company** reserves the right to request for any relevant document(s) as may be applicable and reasonable to support an **Insured Person's/Claimant's** claim at the **Insured Person's/Claimant's** expenses.

IMPORTANT NOTICE

CASH BEFORE COVER

It is a fundamental and absolute special condition of this Policy, that the premium due must be paid and received by the **Company** before cover commences. If this condition is not complied with, then the renewed Policy will be deemed cancelled from inception.

This Policy and its conditions should be examined and if incorrect returned at once for alteration.

IMPORTANT NOTICE TO POLICYHOLDER

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

Complaints Unit

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 (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 2174 1515
Email: bnmtelelink@bnm.gov.my

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

(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Center

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Allianz Contact Center: 1 300 22 5542 Email: customer.service@allianz.com.my   AllianzMalaysia  allianz.com.my

