Policy

GROUP PERSONAL ACCIDENT ALLIANZ4ALL

Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz

GROUP PERSONAL ACCIDENT ALLIANZ4ALL

WHEREAS the **Policyholder** or **Insured Person** described in the **Schedule/Certificate of Insurance** following the profession or occupation stated in the **Schedule/Certificate of Insurance** by a proposal and declaration, which, shall be the basis of this contract, has applied to **Allianz General Insurance Company (Malaysia) Berhad (Company No. 200601015674 (735426-V))** (hereinafter, the **"Company"**) for the insurance hereinafter contained and the **Policyholder** or the **Insured Person**, as the case may be, has paid or has agreed to pay to the **Company** the premium stated in the **Schedule/Certificate of Insurance** as a consideration for such insurance.

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 an **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 **Policyholder** or **Insured Person**, as the case may be, the sum(s) of money specified in the **Schedule/Certificate of Insurance** 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 **Sum Insured**/relevant benefit amount specified in **Schedule/Certificate of Insurance** according to the **Insured Person's** plan and benefits 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 the 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 **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 **Sum Insured** as stated in the Scale of Benefits.

Scale of Benefits	Percentage of 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%
Loss of leg - between knee and hip	100%
Loss of leg - below knee	100%
Eye: Loss of - whole eye	100%
Eye: Loss of - all sight in one eye	100%
Eye: Loss of - 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%
Loss of thumb - one phalanx	15%
Loss of index finger - three phalanges	15%
Loss of index finger - two phalanges	10%
Loss of index finger - one phalanx	5%
Loss of middle finger - three phalanges	8%
Loss of middle finger - two phalanges	5%
Loss of middle finger - one phalanx	3%
Loss of ring finger - three phalanges	6%
Loss of ring finger - two phalanges	5%
Loss of ring finger - one phalanx	3%
Loss of little finger - three phalanges	5%
Loss of little finger - two phalanges	4%
Loss of little finger - one phalanx	3%
Loss of metacarpals - first or second (additional)	4%
Loss of metacarpals - third, fourth or fifth (additional)	3%
Loss of toes - all	20%
Loss of toes - great, both phalanges	8%
Loss of toes - great, one phalanx	3%
Loss of toes - 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%
Loss of hearing - one ear	15%
Loss of speech	50%
Shortening of arm - more than 1" up to 2"	2.5%
Shortening of arm - more than 2" up to 4"	5%
Shortening of arm - more than 4"	12.5%
Shortening of leg - more than 1" up to 2"	5%
Shortening of leg - more than 2" up to 4"	10%
Shortening of leg - more than 4"	25%

Where the **Injury** is not specified, the **Company** reserves the right to adopt an appropriate percentage of the **Sum Insured** for the disablement, at its discretion.

Permanent total loss of use of a part of a body shall be treated as a loss of the part of the body. Loss of speech means total permanent inability to communicate verbally. Loss of sight of eyes means the entire and irrecoverable loss of sight.

Conditions applicable to Death and Permanent Disablement Benefits

The aggregate of all percentages payable under Benefit A (Death) and/or Benefit B (Permanent Disablement) in respect of any one **Accident** shall not exceed one hundred percent (100%) of the **Sum Insured**. Where an **Insured Person's** coverage includes both Benefit A (Death) and Benefit B (Permanent Disablement), these benefits shall share the same **Sum Insured** limit. In the event a total of one hundred percent (100%) of the **Sum Insured** has been paid during the **Period of Insurance**, all insurance under the **Schedule/Certificate of Insurance** of the **Insured Person** shall immediately cease to be in force and upon payment of the **Sum Insured**, the **Company's** obligation to the **Insured Person** shall be fully discharged. 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 the **Period of Insurance**.

C. MEDICAL EXPENSES

The **Company** will indemnify the **Insured Person** for medical expenses incurred by the **Insured Person** for any **Injury** provided that the maximum liability of the **Company** arising out of any one **Accident** shall not exceed the amount specified in the **Schedule/Certificate of Insurance**. 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**, and 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**.

D. 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 S**chedule/Certificate of Insurance** for the period of **Hospitalisation**, up to a maximum number of days as specified in the **Schedule/Certificate of Insurance**. This benefit is triggered only if the **Insured Person** is hospitalised for more than twelve (12) hours due to an **Accident**.

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

E. WEEKLY BENEFIT

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 Benefit as provided in the **Schedule/Certificate of Insurance** up to a period of fifty-two (52) weeks, effective from the date of confirmation of such temporary disablement by a **Medical Practitioner**.

This benefit is only payable to the **Insured Person** if:

(a) the **Insured Person** has not made any claims under **Permanent Disablement**;
(b) the **Injury** suffered shall, within twenty-one (21) days from the **Date of Accident**, continuously disable and totally prevent the **Insured Person** from performing any duties or functions relating to his/her occupation; and
(c) the **Insured Person** furnishes the **Company** with the original medical certificates issued by the **Medical Practitioner**.

F. 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/Certificate of Insurance** provided such ambulance fee was incurred as a result of an **Accident** to the **Insured Person**.

G. NURSING CARE

In the event an **Accident** during the **Period of Insurance** results in an **Injury** and the **Insured Person** requires nursing care following the **Insured Person's** discharge from the hospital, the **Company** will reimburse the cost of the nursing care up to the amount specified in the **Schedule/Certificate of Insurance** and up to a maximum of sixty (60) days provided that:

(a) the **Insured Person** was hospitalised for a minimum of three (3) consecutive days;
(b) the nursing care is provided within seven (7) days from the date of the **Insured Person's** discharge from the hospital; and
(c) the nursing care is deemed medically necessary by the **Insured Person's** treating **Medical Practitioner**.

H. REHABILITATION EXPENSES

In the event an **Accident** during the **Period of Insurance** results in an **Injury** and the **Insured Person** requires rehabilitation following the **Insured Person's** discharge from the hospital, the **Company** will reimburse the costs of consultation and medical treatments with a **Medical Practitioner**, therapist or alternative medical practitioner for rehabilitation expenses up to the amount specified in the **Schedule/Certificate of Insurance**.

For the purpose of this **Policy**, rehabilitation expenses include:
(1) physical therapy, occupational therapy, speech therapy, respiratory therapy, cognitive rehabilitation; and/or
(2) post-traumatic counselling for:
  (i) the **Insured Person**; and
  (ii) one (1) family member or one (1) companion of the **Insured Person**, provided always that the **Company** will only reimburse the costs for up to two (2) counselling sessions for this individual.

This benefit is payable subject to the following:
(a) the consultation/therapy sessions are prescribed in writing by the attending **Medical Practitioner** and held in Malaysia; and
(b) the first (1st) therapy/counselling session with the **Medical Practitioner**, therapist or alternative medical practitioner occurs within ninety (90) days following the **Insured Person's** hospital discharge.

I. FUNERAL EXPENSES

The **Company** will pay the **Insured Person's** legal representative a lump sum amount specified in the **Schedule/Certificate of Insurance** in the event of death of the **Insured Person** due to an **Accident**.

J. SNATCH THEFT OR ATTEMPTED SNATCH THEFT

In the event of **Snatch Theft or Attempted Snatch Theft**, the **Company** will pay the **Insured Person** the amount specified in the **Schedule/Certificate of Insurance** as compensation to the **Insured Person** subject to a police report being lodged. The police report is to be made within twenty-four (24) hours of the **Snatch Theft or Attempted Snatch Theft**.

K. ONLINE PURCHASE PROTECTION

The **Company** will compensate the purchase price incurred by **Insured Person** up to the amount specified in the **Schedule/Certificate of Insurance** for either:
(1) loss of any goods purchased from a **Fake Website/Application** provided that the loss is reported to the police upon the discovery that the website/application is a **Fake Website/Application**;

OR

(2) in the event **Purchased Goods** were not delivered to, lost or not received by the **Insured Person** provided that:
   (i) the **Purchased Goods** were made through a valid website/ application;
   (ii) the **Purchased Goods** were not delivered for more than fourteen (14) days from the date of the scheduled delivery;
   (iii) the delivery company has confirmed that the **Purchased Goods** were lost or could not be found and will not make any compensation to the **Insured Person**; and
   (iv) the seller of the **Purchased Goods** refuses to refund, replace or compensate the **Insured Person**.

This benefit is limited to two (2) claims during the **Period of Insurance**.

The **Company** will not pay for:
(a) any financial loss incurred by the **Insured Person** which can be recovered or compensated by a licensed financial institution or other sources as determined by the **Company** in its absolute discretion;
(b) any financial loss if there is failure to provide proof of the non-delivery of **Purchased Goods**;
(c) non-delivery of **Purchased Goods** due to incorrect address provided by the **Insured Person**;
(d) any tax, insurance cost and surcharge in relation to the delivery;
(e) any loss incurred due to any illegal or unlawful act by the **Insured Person** or confiscation, detention, destruction by customs or other authorities;
(f) any consequential loss not specified in the **Policy**; and
(g) any purchase of goods made through any social media platform.

L. SMART DEVICE PROTECTION

In the event of loss or damage to the **Insured Person's Smart Device** as a consequence of:
(a) forcible and violent breaking-in or out of a premises; or
(b) **Snatch Theft or Attempted Snatch Theft**; or
(c) forcible and violent break-in into a vehicle, subject to the vehicle being secured/locked;

the **Company** will compensate the **Insured Person** for such loss or damage less a deduction for any wear, tear or depreciation, up to the amount specified in the **Schedule/Certificate of Insurance** provided always a police report is lodged within twenty-four (24) hours of occurrence of the incident. This benefit is limited to two (2) claims during the **Period of Insurance**.

M. DENTAL CORRECTION AND/OR CORRECTIVE COSMETIC SURGERY

The **Company** will reimburse the **Insured Person** up to the amount specified in the **Schedule/Certificate of Insurance** 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.

N. 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/Certificate of Insurance**.

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**, and 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**.

O. 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/Certificate of Insurance**, 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**.

P. CREDIT CARD AND LOAN INDEMNITY

In the event the **Insured Person** requires **Hospitalisation** for more than ten (10) consecutive days as a result of an **Accident**, the **Company** will reimburse the amount the **Insured Person** is required to pay for his/her credit card, hire-purchase, mortgage or personal loan held with a licensed financial institution as at the **Date of Loss/ Accident** up to the amount specified in the **Schedule/Certificate of Insurance** provided that:
(a) the **Insured Person** is an individual (not a body corporate) and the credit card(s), hire purchase, mortgage or personal loan relating to the amounts payable under this benefit is under his/ her personal name; and
(b) the **Insured Person** or the legal representative making the claim to the **Company** must submit a copy of the latest statement as at the **Date of Loss/Accident** of the **Insured Person's** credit card, hire-purchase, mortgage or personal loan, as the case may be, to the **Company**.

PART 2 – CONDITIONS

1. CONDITION PRECEDENT TO LIABILITY

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

2. NOTICE

Every notice or communication to be given or made under this **Policy** by the **Policyholder** or **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 **Policyholder** or **Insured Person**, as the case may be, the **Company** shall not be liable if there is any misstatement in or if a material fact has been omitted from the proposal form or declaration or any document provided to the **Company**.

If any claim made by the **Policyholder** or **Insured Person**, as the case may be, shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim, then the **Company** reserves the right to deny or reduce such claim or terminate this **Policy** or the **Insured Person's** coverage, as the case may be.

4. ELIGIBILITY

(a) The **Policy** covers **Insured Persons** who are:
   (i) Malaysians or Malaysian permanent residents;
   (ii) legitimate work permit holders or pass holders;
   (iii) individuals otherwise legally employed in Malaysia or legally residing in Malaysia;

all of whom are legally residing in Malaysia and aged from thirty (30) days up to the age of seventy (70) years.

(b) Where applicable, the **Dependants** who are legally residing in Malaysia are eligible to be covered under this **Policy.**

(c) Where the **Policyholder** is a corporate body purchasing this **Policy** to provide coverage for its employees:
   (i) the insurance coverage shall only be extended to the

Policyholder's employees; and

(ii) the minimum age of the employee to be covered shall be sixteen (16) years old.

Ages referred to in this **Policy** shall be in reference to the current age.

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 his/her coverage under this **Policy** of any **Injury**, disease, physical defect or infirmity by which the **Insured Person** has become affected or has knowledge of.

6. TRAVELLING OVERSEAS

No benefits whatsoever will be payable for any **Accident** or loss occurring outside of Malaysia if the **Insured Person** travels or resides outside of Malaysia 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 in writing by the **Company** and endorsed hereon.

The **Company** shall give thirty (30) days prior written notice to the **Insured Person** according to the last recorded address before any alteration is to take effect. Any alteration shall take effect from the next renewal of this **Policy**.

8. CLAIMS

(a) Notice of Claim

All claims must be given in writing to the **Company** within thirty (30) days from the **Date of Loss/Accident**.

The **Insured Person** shall produce for the **Company's** examination all relevant documents at such reasonable times and shall co-operate with the **Company** in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the **Insured Person's** claim.

Written notice of claim given by or on behalf of the **Insured Person** to the head office or any branch office of the **Company** in Malaysia or to any authorised agent of the **Company** shall be deemed notice to the **Company**.

(b) 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 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.

All documents and evidence must be provided at the expense of the **Insured Person** or the person entitled to receive moneys through the **Insured Person**, as the case may be ("**Claimant**"), in the form and nature required by the **Company**.

(c) Notwithstanding anything herein to the contrary, where the **Policyholder** is a corporate body purchasing this **Policy** to provide insurance coverage for its employees, the benefits shall be payable to the **Policyholder**.

9. POLICY RENEWAL

It shall not be incumbent on the **Company** to give notice of renewal for this **Policy** to the **Policyholder**. The renewal premiums shall be determined based on the claims experience at the end of the **Policy** period.

10. PREMIUM PAYMENT AND PREMIUM WARRANTY

The **Policyholder** shall provide the **Company** the relevant details of the **Insured Person** that is to be covered under this **Policy**. Payment of premium in respect of this **Policy** shall be made by the **Policyholder** or the **Insured Person**, as the case maybe in consideration of the coverage to be provided to the **Insured Person**.

Premium due to the **Company** must be paid and received by the **Company** within sixty (60) days from the inception date of this **Policy** or the endorsement issued by the **Company** setting out the commencement of coverage for the **Insured Persons**. If the condition is not complied with, the coverage for the relevant **Insured Person** whose premium has not been paid and received shall be automatically cancelled, and the **Company** shall be entitled to the pro-rated premium for the period the **Company** provided the cover for such **Insured Person**. Where the premium payable is received by the **Company's** authorised agent, the payment is deemed to be received by the **Company**.

11. TERMINATION OF INSURANCE

(a) Termination by the Policyholder or Insured Person

(i) If the **Policyholder** gives notice to the **Company** to terminate this **Policy**, such termination shall become effective on the date the notice is received by the **Company** or on the date specified in such notice, whichever is the later. Notwithstanding the termination of this **Policy**, the individual coverage of the **Insured Persons** under this **Policy** shall continue to be in force until the expiry of the **Period of Insurance** as stated in the **Certificate of Insurance** and the premium paid for such coverage shall not be refunded.

If the **Insured Person** gives notice to the **Company** to terminate his/her individual coverage under this **Policy**, such termination shall become effective on the date the notice is received by the **Company** or the date specified in such notice, whichever is the later. In the event premium has been paid for any period beyond the date of termination of an individual coverage of an **Insured Person**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting and the relevant premium shall be refunded accordingly to the **Policyholder** or **Insured Person**, where the premium is paid by the **Insured Person**, as the case maybe.

(ii) Where this **Policy** is issued to a Corporate Body to cover its Employees

Where the **Policyholder** is a corporate body purchasing this **Policy** to provide insurance coverage for its employees and the **Policyholder** gives notice to the **Company** to terminate this **Policy** or the **Insured Persons** coverage under this **Policy**, such termination shall become effective on the date the notice is received by the **Company** from the **Policyholder** or on the date specified in such notice, whichever is the later. Where this **Policy** is terminated, all subsisting individual coverage of **Insured Persons** shall also cease to be in force as of date of termination of this **Policy**. In the event premium has been paid for any period beyond the date of termination of this **Policy**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting and the relevant premium shall be refunded accordingly to the **Policyholder**.

Short Period Rates:

Period of Insurance	Percentage of Annual Premium to be Charged
Two (2) Months (Minimum)	40%
Three (3) Months	50%
Four (4) Months	60%
Five (5) Months	70%
Six (6) Months	75%
Over six (6) Months	100%

(iii) Where this **Policy** is not issued as an annual **Policy**, the **Policyholder** may terminate this **Policy** by giving notice to the **Company** to terminate the same provided always that the **Period of Insurance** has not commenced on the date the notice of termination is received by the **Company** or the date specified in such notice, whichever is the later. Such termination shall become effective on the commencement date of the **Period of Insurance** and the **Policyholder** shall be entitled to a full refund of the premium paid for this **Policy**. If the effective date of the termination is after the commencement date of the **Period of Insurance**, the premium paid for the **Policy** shall not be refunded to the **Policyholder**.

(b) Termination by the Company

In the event the **Company** terminates this **Policy** or any individual coverage under this **Policy**, as the case may be, pursuant to Condition 3 (Misstatement or Omission of Material Fact) or by order of regulatory or governmental authorities, the **Company** shall give its notice of termination by registered post to the **Policyholder** or the **Insured Person**, as the case maybe, at their respective last known correspondence address in Malaysia. Such termination shall become effective thirty (30) 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** or the individual coverage under this **Policy**, as the case may be, the pro-rata premium for such period shall be refunded to the **Policyholder** or the **Insured Person** where the premium is paid by the **Insured Person**, as the case may be, provided that no claim has been made during the **Period of Insurance** then subsisting and such refund is not prohibited by any law.

(c) Automatic Termination of Individual Coverage

The **Insured Person's** coverage shall lapse/terminate upon the earlier occurrence of any of the following:

(i) at midnight (standard Malaysian time) on the last day of the **Period of Insurance** even if the **Insured Person** attains the age of seventy-one (71) years, or nineteen (19) years or twenty-five (25) years when the **Insured Person** is a **Dependant**, anytime during the **Period of Insurance**; or
(ii) upon death of the **Insured Person**; or
(iii) if any premium on this **Policy** remains unpaid after sixty (60) days from the inception date of the **Period of Insurance**, pursuant to Condition 10 (Premium Payment and Premium Warranty).

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 compensate 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 of the claim settlement.

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 receipt of the **Insured Person** or his/her personal legal representative, as the case may be, of any compensation payable herein shall in all cases be effectual discharge of liability of the **Company**.

15. DUTY OF DISCLOSURE

(a) Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** and/or **Insured Person** had applied for this Insurance wholly for purposes unrelated to the **Policyholder's** or **Insured Person's trade**, **business or profession**, the **Policyholder** or **Insured Person** 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 **Policyholder** or **Insured Person** know 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** and/or **Insured Person** had applied for this Insurance for **purposes related to** the **Policyholder's** or **Insured Person's trade**, **business or profession**, the **Policyholder** or **Insured Person** had a duty to disclose any matter that the **Policyholder** or **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 **Policyholder** and **Insured Person** also has a duty to tell the **Company** immediately if at any time, after this **Policy** has been entered into, varied or renewed with the **Company**, any of the information given for this **Policy** or coverage under this **Policy** is inaccurate or has changed.

16. CONSENT TO USE PERSONAL DATA

(a) The **Policyholder** and/or **Insured Person** represents and warrants that if it submits information relating to the **Insured Persons** or other individuals to the **Company**, that it has the authority to provide information relating to such **Insured Persons** or other individuals, that it has informed the **Insured**

Person or other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the **Company**, and that the **Policyholder**, **Insured Person** or other individuals agree and consent that the **Company** may collect, use, disclose and process the personal information (whether obtained during the application process or administration of this **Policy**) in accordance with the **Company's** Privacy Notice as published from time to time at allianz.com.my.

(b) **General Data Protection Regulation ("GDPR")**
If any **Insured Person** wishes to exercise their GDPR rights, the **Policyholder** shall inform the **Insured Person** to write to the **Company** at privacy@allianz.com.my in order for the **Company** to assess and comply with the EU Privacy Law – GDPR.

17. 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.

18. SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer/co-insurer shall be deemed to provide cover and no insurer/co-insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer/co-insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PART 3 - EXCLUSIONS

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

1. War, invasion, act of foreign enemy, terrorist activities, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, popular uprising, strike, riot or civil commotion;

2. Insanity, suicide or any attempt thereat, or intentional self-inflicted injuries;

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);

5. Childbirth, miscarriage, or any complications to a pregnancy, unless caused solely by an **Accident**;

6. Provoked murder or assault;

7. While travelling in an aircraft licensed for passenger service as a member of the crew;

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; and

13. Riding/driving without a valid driving license (NOTE: this will not apply to **Insured Persons** with an expired license but who are not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws).

PART 4 – DEFINITIONS

ACCIDENT means any sudden or unexpected 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, excluding an alternative medical practitioner who is the **Insured Person** himself/herself.

COMPANY means Allianz General Insurance Company (Malaysia) Berhad (Company No. 200601015674 (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**.

DEPENDANT means one (1) legal spouse of the **Insured Person** aged from sixteen (16) years up to seventy (70) years and the **Insured Person's** unmarried child or children over thirty (30) days but under eighteen (18) years or under twenty-four (24) years if the child is still a full-time student at a higher education institution and is not gainfully employed.

FAKE WEBSITE/APPLICATION means a website/application that is not a legitimate venue designed to entice the visitor to purchase products that are non-existent and will never be delivered.

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.

INJURY means bodily injury suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease 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/Certificate of Insurance**.

MEDICAL PRACTITIONER means a registered **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, excluding a **Medical Practitioner** who is the **Insured Person** himself/herself.

PERIOD OF INSURANCE means the duration for when an **Insured Person** is insured as set out in the **Schedule/Certificate of Insurance**, subject to the terms, conditions and exclusions in this **Policy**.

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

POLICY means this **Policy** contract including the **Schedule/Certificate of Insurance**, and all endorsements.

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

PURCHASED GOODS means items purchased having the payment transaction through a valid website/application during the **Period of Insurance**.

SCHEDULE/CERTIFICATE OF INSURANCE means the **Schedule/ Certificate of Insurance** attached to this **Policy** where details including the relevant particulars of the **Policyholder** and **Insured Person(s)** are stated.

SMART DEVICE means an electronic device such as smart phone, tablet, notebook computers or laptops and other similar items.

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** includes coverage for robbery or attempted robbery and snatch grab – a situation where the **Insured Person's** possessions are grabbed, or are attempted to be grabbed, from the **Insured Person**.

SUM INSURED means the **Sum Insured** according to the benefits purchased.

CHECKLIST ON THE REQUIRED SUPPORTING DOCUMENTS OF CLAIMS

Benefits	Documents	
Death/Permanent Disablement / Funeral Expenses	1	Medical report or death certificate
	2	Post-mortem report, if any
	3	Driving license and Police Report if involved Motor Vehicle Accident
	4	Employment/membership confirmation at time of accident
	5	e-Payment Form
Medical Expenses/ Alternative Medicine/ Dental Correction and/or Corrective Cosmetic Surgery/ Hospital Income/ Ambulance Fee /Mobility Expenses/ Nursing Care/ Rehabilitation Expenses	1	Original medical bills/receipts
	2	Hospital admission/Discharge note or summary
	3	Copy of medical leave
	4	Medical report
	5	Driving licence and Police Report if involved Motor Vehicle Accident
	6	Employment/membership confirmation at time of accident
	7	e-Payment Form
Snatch Theft or Attempted Snatch Theft	1	Police report
	2	Employment/membership confirmation at time of accident
	3	e-Payment Form
Credit Card and Loan Indemnity	1	Credit Card/loan statement
	2	Driving Licence (if Insured Person was driving/riding)
	3	Police report (for Motor Vehicle Accident)
	4	Medical Report
	5	Copy of report from relevant authority
	6	Employment/membership confirmation at time of accident
	7	e-Payment Form
Smart Device Protection	1	Police report
	2	Photographs of the damaged device
	3	Documentation in support of value and ownership
	4	Employment/membership confirmation at time of accident
	5	e-Payment Form
Online Purchase Protection	1	Police report
	2	Proof of purchase/proof of financial loss
	3	Proof of non-delivery of Purchased Goods
	4	Evidence of having contacted the seller/ e-merchant
	5	Evidence that the Purchased Goods were lost and no compensation received from the relevant parties
	6	Employment/membership confirmation at time of accident
	7	e-Payment Form

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.

ALLIANZ4ALL INITIATIVE

Products under the Allianz4All initiative contain the following key enhancements:

(a) Part of the premiums received will be specifically allocated to a Claims Allocation Fund (CAF). This is considered as a pooling of monies to meet the claims commitments as mutually agreed in the **Policy**. The balance premium will go to the **Company** as management fees and to pay for related business expenses. In the event of inadequate funds to cover claims, the **Company** will top up the CAF.

(b) Premiums will be invested into portfolios that are sustainably and responsibly managed. This includes keeping premiums received in Islamic bank accounts.

(c) If claims for a defined period is lower than the amount allocated to the CAF, a portion of the resulting surplus will be distributed by the **Company** at its absolute discretion either as a refund to **Policyholders** or to charitable organisations as guided by the **Policyholder's** selection of charitable categories at the time of insurance application. The approach for the distribution of the resulting surplus will vary according to the product and surplus amount (if any). For Group Personal Accident Allianz4All, the **Company** will distribute the resulting surplus equally to the **Company** and to charitable organisations.

Lodging of Complaints
We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve you better.

To provide us with your feedback, you may contact us via the following channels:

Write to:
Customer Feedback Centre, Allianz Arena, Ground Floor Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

1 300 22 5542 AllianzMalaysia customer.service@allianz.com.my allianz.com.my

Avenues to Seek Redress
You may submit your complaint to the Ombudsman for Financial Services (OFS) if you are not satisfied with our final response or decision, in the event that your complaint is within the scope of the OFS as well as the following monetary thresholds:
(1) Insurance claims not exceeding RM250,000.00; and
(2) Motor third party property damage claims not exceeding RM10,000.00.

The OFS can be contacted at the following address:
Ombudsman for Financial Services, Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

03 2272 2811 03 2272 1577 enquiry@ofs.org.my ofs.org.my

If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

Write to (BNMTELELINK):
Pengarah, LINK & Pejabat BNM, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.

Walk-in (BNMLINK):
4th Floor, Podium Bangunan AICB, No. 10, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.

1 300 88 5465 03 2174 1515 bnmtelelink@bnm.gov.my bnm.gov.my

You may check with our Customer Feedback Centre on the types of complaints handled by the OFS or BNM before submitting your complaint.

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Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Centre
Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.
Allianz Contact Centre: 1 300 22 5542 Email: customer.service@allianz.com.my AllianzMalaysia allianz.com.my

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