

Policy

DRIVE SMART SHIELD

Policy Drive Smart Shield

Whereas the Policyholder described in the **Schedule** hereto (hereinafter called the 'Policyholder') by a proposal and declaration (date as stated in the said **Schedule**) which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Allianz General Insurance Company (Malaysia) Berhad (200601015674)** (hereinafter called the 'Company') for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the said **Schedule** as consideration for such Insurance.

Now this policy witnesseth that if at any time during the Period of Insurance stated in the **Schedule** hereto or during any further period, for which the Company may accept payment for the renewal of this Policy, the Policyholder as described in the **Schedule** and the Insured Person(s), with the permission of the Policyholder is driving or traveling as a passenger boarding or alighting from the vehicle described in the **Schedule** (hereinafter referred to as the "Named Vehicle") shall sustain injuries caused solely and directly by an Accident **Then** the Company shall pay the sum or sums of money specified in the **Schedule** and in accordance to the benefits herein subject always to the terms, exclusions, provisions and conditions hereinafter contained.

PART 1 – 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.

INJURY OR INJURIES means bodily injury(ies) caused solely by an Accident and not by (a) pre-existing illness; (b) any kind of sickness or disease; or (c) naturally occurring conditions or degenerative process or result of any gradually operating cause, occurring during the Period of Insurance.

INSURED PERSON(S) shall mean the driver of and/or passenger(s) travelling in the Named Vehicle.

PERMANENT DISABLEMENT shall mean conditions which are described in the Scale of Benefits. This benefit is only payable if the Insured Person furnished the Company with original medical certificates issued by a qualified medical practitioner.

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

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(s) who is also a fit person aged eighteen (18) and above.

RENEWAL BONUS is a reward given for the absence of claims on this Policy, in the preceding Period of Insurance. This Renewal Bonus amounts to ten percent (10%) per year (subject to a maximum of five (5) years) of the Principal Sum Insured. To be eligible for the Renewal Bonus, renewal of this Policy must be continuous and this Policy has not been allowed to lapse in any given year.

PART 2 – BENEFITS

The Insurance afforded is only in respect of Injuries which directly and independently of all other causes, result in medical expenses, death or disablement or dental correction and/or corrective cosmetic surgery as stated hereunder, within the time limits indicated, but only against the benefits as are specifically indicated in the **Schedule**.

BENEFIT A – DEATH OR PERMANENT DISABLEMENT BENEFITS

When Injury results in death of the Insured Person in the Named Vehicle within three hundred and sixty five (365) days from the date of the Accident the Company will pay up to the stipulated limits as stated in the **Schedule**.

When Injury does not result in death of the Insured Person in the Named Vehicle within three hundred and sixty five (365) days from the occurrence of the Accident but does result in any of the following losses within the said three hundred and sixty five (365) days, the Company will pay up to the stipulated limits as stated in the **Schedule** for:

Scale of Benefits

| Percentage of Principal Sum Insured | | |
|---|----------------------------------|------|
| Death (occurring within twelve (12) calendar months of the Accident) | | 100% |
| Permanent Disablement (occurring within twelve (12) calendar months of the Accident) | | |
| 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 | | 100% |
| Injuries resulting in being permanently bedridden | | 100% |
| Any other Injury causing Permanent Total Disablement | | 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 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% |
| | more than 1" up to 2" | 5% |
| Shortening of leg | more than 2" up to 4" | 10% |
| | more than 4" | 25% |

Where the Injury is not specified, the Company reserves the right to adopt a percentage of the Principal Sum Insured for the disablement caused by the said Injury which, in its opinion, is not inconsistent with the provisions of the above scale. 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%). In the event of a total of one hundred percent (100%) having been paid during the period of insurance, all Insurance hereunder shall immediately cease to be in force. All 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.

The occurrence of any specific loss for which indemnity is payable under this Section shall at once terminate all insurance under this Policy, but such termination shall be without prejudice to any claim originating out of the Accident causing such loss.

No indemnity will be paid under any circumstances for more than one of the losses, the greatest, for which provision is made in this Section.

BENEFIT B – MEDICAL EXPENSES

In the event that the Insured Person suffer(s) Injury due to an Accident involving the Named Vehicle and the Insured Person require(s) treatment by a qualified medical practitioner, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within fifty two (52) weeks from the date of the Accident for such treatment, hospital charges and nurses' fee up to the stipulated limits as stated in the **Schedule** per Insured Person as the result of any one Accident.

BENEFIT C – FUNERAL EXPENSES

In the event of an Accident resulting in death of the Insured Person in the Named Vehicle, the deceased's legal representative will receive funeral expenses benefit as stipulated in the **Schedule in addition to the Death Benefit**.

BENEFIT D – 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 expenses incurred by the Insured Person for dental correction and/or corrective cosmetic surgery performed on the Insured Person's neck or head following Injuries sustained as a result of an Accident involving the Named Vehicle provided:

1. Such dental correction and/or corrective cosmetic surgery is recommended by a licensed orthodontist or cosmetic surgeon; and
2. Such dental correction and/or corrective cosmetic surgery are performed by a licensed orthodontist or cosmetic surgeon.

BENEFIT E – HOSPITAL INCOME BENEFIT

In the event the Insured Person requires hospitalization 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 hospitalization, up to a maximum of one hundred and eighty (180) days. This benefit is triggered only if the Insured Person is hospitalized for more than twelve (12) hours due to an Accident.

BENEFIT F – REPATRIATION EXPENSES

In the event of a fatal Accident, the Company will reimburse the Insured Person's legal representative a sum as specified in the **Schedule** for expenses incurred in sending the Insured Person's mortal remains back to the Insured Person's home.

BENEFIT G – RENEWAL BONUS

This benefit applies only to the driver of the Named Vehicle. The Company will pay to the driver's legal representative the renewal bonus, in addition to the Principal Sum Insured, in the event of death or permanent disablement of the driver of the Named Vehicle due to an Accident. In the event a claim has been paid under Benefit A, any accumulated renewal bonus will be forfeited and computations for future renewal bonus will begin anew from the next renewal date of this Policy.

To be eligible for Renewal Bonus, renewal of this Policy has to be continuous and the Period of Insurance for the respective renewals has not lapsed in any given year. Under the Renewal Bonus benefit, the Insured Person's Principal Sum Insured is increased annually by ten percent (10%) subject to a maximum aggregate increase of fifty percent (50%).

PART 3 – PROVISOS

1. The Death and Permanent Disablement Benefit is extended to cover the Policyholder specified in the **Schedule** twenty four (24) hours a day, irrespective whether he/she is in the Named Vehicle or not. In the case the Policyholder is a corporate body, the Policyholder may nominate an individual as specified in the **Schedule** to receive this benefit. However, such coverage will not be effective if death or permanent disablement is directly or indirectly caused by or in connection with provoked murder or assault, while traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service, while committing or attempting to commit any unlawful and illegal act, while participating in any professional sport, 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, racing (other than on foot), ionization, radiation or contamination by radioactivity, nuclear weapons material, driving/riding without a valid licence (provided always that the Insured Person is not disqualified from holding or obtaining such licence under the regulations of the Malaysian Road Transport Department or any other relevant laws).
2. In the event that the actual number of passengers exceeds the number stated in the **Schedule** of this Policy, the Company's Limit of Liability per person will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared. The limitation shall not apply to the driver.
3. Compensation under Benefit B (Medical Expenses) shall be payable provided that the first expense is incurred within twenty one (21) days of the date of Accident.
4. Daily compensation under Benefit E (Hospital Income Benefit) is payable only if the Insured Person is hospitalized 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.

PART 4 – CONDITIONS

This Policy and **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the **Schedule** shall bear such meaning wherever it may appear.

1. PREMIUM PAYMENT

Payment of premium in respect of this Policy shall be made prior to the commencement of coverage and/or renewal date. The Company's acceptance of premium shall constitute its consent to renewal. Any increase or reduction of premium as well as amendments of coverage or decline of renewal shall be communicated in writing by the Company thirty (30) days from the Policy effective date.

2. NOTICE

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

3. MISSTATEMENT OR OMISSION OF MATERIAL FACT

The Company shall not be liable if there is any misstatement in or if a material fact has been omitted from the Proposal Form.

4. 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 after the occurrence. The Company upon receipt of such notice shall furnish the Insured Person with a claim form for the filing of proof of claim.

The Insured Person (or the Insured Person's personal representative) shall at the expense of the Insured Person furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company.

- (b) In **Case 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. All certificates, information and evidence required by the Company shall be furnished by the Insured Person or his/her legal personal representative and shall be in such form and of such nature as the Company may prescribe.
- (c) **Compensation** for loss of life and medical expenses of the Insured Person(s) shall be payable to the Insured Person(s) or to his legal representative.
- (d) **Checklist on the required supporting documents of Claims:**

| Benefits | Documents |
|--|--|
| Death/Permanent Disablement/Medical Expenses/Funeral Expenses/Dental correction and/or corrective cosmetic surgery/Hospital Income Benefit/Repatriation Expenses | 1. Police report |
| | 2. Death certificate or such other satisfactory evidence |
| | 3. Original medical bill/receipt |
| | 4. Hospital admission/discharge note or summary |

5. TERMINATION OF INSURANCE

(a) Termination by the Policyholder

If the Policyholder 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 | 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 Policyholder 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 Policyholder provided that no claim has been made during the Period of Insurance then subsisting.

(c) Automatic Termination

This Policy shall lapse/terminate at mid-night (Standard Malaysian time) on the last day of the Period of Insurance.

6. SALE/TRANSFER OF OWNERSHIP

In the event the Policyholder shall have disposed of the Named Vehicle as specified in the **Schedule** either by sale or transfer of ownership, the Insurance shall cease to operate and the Company upon written request of the Policyholder and surrender of the original Policy, shall cancel this Policy and the premium to which the Policyholder shall be entitled for the unexpired Period of Insurance shall be in accordance to the Company's short period rates.

7. 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.

8. 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 legal representative in Malaysian Ringgit based on the quoted exchanged 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.

9. CHANGE OF ADDRESS OR PARTICULARS

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

10. TERRITORIAL LIMIT

The territorial limit of this benefit is within Malaysia, Singapore, Brunei and Thailand only.

11. ALTERATIONS

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

12. DUTY OF DISCLOSURE

(a) Consumer Insurance Contract

Where the Policyholder had applied for this insurance wholly for **purposes unrelated to the Policyholder's trade, business or profession**, the Policyholder had a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form (or when the Policyholder applied for this Insurance) i.e. The Policyholder should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the contract of insurance, refusal or reduction of claim(s), change of terms or termination of the contract of insurance in accordance with the remedies in **Schedule 9** of the Financial Services Act 2013. The Policyholder was also required to disclose any other matter that the Policyholder knew to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied.

The Policyholder also has a duty to tell the Company immediately if at any time after the contract of insurance has been entered into, varied or renewed with the Company of any information given in the proposal form (or when the Policyholder applied for this insurance) is inaccurate or has changed.

(b) Non-Consumer Insurance Contract

Where the Policyholder had applied for this Insurance for **purposes related to the Policyholder's trade, business or profession**, the Policyholder had a duty to disclose any matter that the Policyholder knew 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 the contract of insurance, refusal or reduction of your claim(s), change of terms or termination of the contract of insurance.

The Policyholder also has a duty to tell the Company immediately if at any time after the contract of insurance has been entered into, varied or renewed with the Company of any information given in the proposal form (or when the Policyholder applied for this insurance) is inaccurate or has changed.

13. 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, We 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 5 – EXCLUSIONS

This insurance shall not apply in the following circumstances:

1. Loss caused directly or indirectly, wholly or partly by:
 - (a) bacterial infections (except pyogenic infections which shall occur through an Accident, cut or wound);
 - (b) any other kind of disease;
 - (c) medical or surgical treatment (except such as may be necessary solely by Injuries covered by this Policy and performed within the time provided in this Policy);
2. Any Injury which shall result in hernia;
3. Suicide or any attempt thereat (sane or insane); insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat;
4. Loss occasioned by war, invasion act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), mutiny, civil war, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance or martial law or state of seige, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, of any government or public or local authority, of any weapon or instrument employing

atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The Insured Person shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstances or cause;

5. Pre-existing injuries, illness, conditions, symptoms or disabilities;
6. Occasioned while the Named Vehicle is used for racing, road rally, pacemaking, speed-testing or use for purpose in connection with motor trade;
7. Insured Person/driver does not hold a valid driver's licence to drive the Named Vehicle or is not qualified for holding or obtaining a valid driver's licence under the regulations of the Malaysian Road Transport Department or Court of Law. All benefits pursuant to this Policy shall also not apply to the passenger(s) in the Named Vehicle whilst the vehicle is being driven by such Insured Person/driver. Provided Always That this will not apply if the Insured Person/driver has an expired driving licence but is not disqualified from holding or obtaining such licence under the regulations of the Malaysian Road Transport Department or any other relevant laws;
8. While the Named Vehicle is used for illegal business pursuit as an unlicensed common carrier;
9. Childbirth or miscarriage or insanity or any illness or disease;
10. Provoked murder or assault;
11. While committing or attempting to commit any unlawful and illegal act;
12. Riot or civil commotion, lockout or threat of such incident;
13. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
14. Any Congenital Conditions;
15. Driving or riding in any kind of race, competition or contest whether casual or otherwise involving motorized land, water or air vehicles including any related activities;
16. While the driver is under the influence of intoxicating liquor or drugs.

IMPORTANT NOTICE

Cash Before Cover

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

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

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 Center, 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

 www.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):

Ground Floor, Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.

 1 300 88 5465

 03 2174 1515

 bnmtelelink@bnm.gov.my

 www.bnm.gov.my

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

Allianz General Insurance Company (Malaysia) Berhad (200601015674)

(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

