Policy

ALLIANZ CANCER PROTECT



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THE CONTRACT

This **Policy** is issued in consideration of the payment of the **Premium** as specified in the Policy Schedule and pursuant to **Your Proposal Form** which is material information that shall form part of this contract of insurance between **You** and **Us.** If any of **Your** answers or statements or information is not fully and accurately given, this **Policy** may be avoided, a **Claim** may be denied or reduced or the terms of this **Policy** may be changed or varied, or **Policy** may be terminated.

Please find the meaning of all capitalized words used in this **Policy** under the Definition section provided in Clause 7 of this **Policy**.

1. PAYMENT OF PREMIUM PROVISIONS

1.1 PAYMENT OF PREMIUM

All **Premiums** payable under this **Policy** are to be paid to **Us** on or before the **Due Date** using one (1) of the payment methods authorize by **Us.** Any failure to pay a **Premium** to **Us** will constitute a default in payment of **Premium** and the unpaid or outstanding **Premium** after the **Due Date** shall constitute **Indebtedness** to **Us**.

1.2 CHANGE OF FREQUENCY OF PREMIUM PAYMENT

The annual **Premium** charged in the beginning of each **Policy Year** shall be due and payable in advance prior to inception of the **Policy**. However, **You** may request to pay the annual **Premium** in installments (either monthly, quarterly or half-yearly). Subject to **Our** approval and terms and conditions, **You** may change the frequency of **Your Premium** installment payment by giving **Us** thirty (30) days prior written notice and the change will only take effect from the next **Renewal** of the **Policy** onwards.

1.3 GRACE PERIOD

You are allowed a period of thirty one (31) days from the Due Date known as the Grace Period to pay Your Premium installments during which period Your Policy shall remain in force. If any Premium installment remains unpaid at the end of the Grace Period, this Policy shall be deemed terminated on the Due Date of the relevant unpaid installment. Similarly if the Premium on Renewal remains unpaid after the Grace Period, the Policy shall have expired and not renewed. Notwithstanding the same, if any Claim arises during the Grace Period, the outstanding Premium for the whole Policy Year when the Claim arose shall be paid before any Claim is payable.

2. COVERAGE

2.1 The terms and conditions below describe the yearly renewable coverage provided under this Policy:

BENEFIT PROVISION FOR LUMP SUM INSURED AMOUNT COVERAGE

Under this coverage while this **Policy** is in force and subject to the provisions contained in this **Policy**, if the **Insured Person** is diagnosed as suffering from **Cancer** after the **Waiting Period, You** may submit a **Claim** in accordance with Clause 3 of this **Policy**.

Upon **Our** receipt and approval of the **Claim, We** shall pay two hundred percent (200%) of Insured Amount in one lump sum. All coverage for **Insured Person** under this **Policy** shall immediately cease to be in force upon **Our** approval of the **Claim.** Upon **Our** payment of the said lump sum, **Our** obligations for the **Claim** under this **Policy** shall be fully discharged.

3. CLAIMS PROCEDURE

Whilst the **Policy** is in force and provided all outstanding **Premium** for the **Policy Year** is paid, the **Insured Person** may submit a **Claim** under this **Policy**.

3.1 CLAIM NOTIFICATION

Written notice to **Claim** for the Insured Amount specified in Clause 2.1 under this **Policy** must be given to **Us** within two (2) months from the date of diagnosis of a **Cancer** of the **Insured Person**. Failure to give notice within the time stipulated shall not invalidate any **Claim** if it is shown that it was not reasonably possible to give such notice earlier and that notice was given as soon as was reasonably possible.

3.2 PROOF OF CANCER

Upon **Our** receipt of the **Claim** notice above, **We** will furnish to the **Insured Person** or **Insured Person's** claimant the appropriate forms for filing proof of **Cancer**. **Claims** shall be made by way of the forms provided by **Us** together with written proof covering the occurrence, characteristics and the extent of the **Cancer** together with such other documents to **Our** satisfaction at the **Insured Person** or **Insured Person's** claimant's own expense.

3.3 FILING PROOF OF CANCER

Proof of **Cancer** must be furnished to **Us** during the lifetime of the **Insured Person** and within six (6) months after the diagnosis of such **Cancer**. **We** reserve the right to require any additional proof and request medical examination of the **Insured Person** to be provided to **Us**.

4. RISKS EXCLUDED PROVISIONS

This **Policy** does not cover **Cancer** in any one of the following occurrences:

- where the Cancer is caused directly or indirectly, wholly or partly by any Disease or Surgery other than diagnosis of or Surgery for Cancer as defined herein;
- (ii) where the signs or symptoms of Cancer has manifested prior to or within the Waiting Period;
- (iii) where the Cancer arises directly or indirectly from Pre-Existing Diseases as defined, and which has existed prior to the Effective Date or Reinstatement Date of this Policy whichever is later;
- (iv) where the Cancer, in Our opinion, was caused directly or indirectly by the existence of Acquired Immune Deficiency Syndrome (AIDS) or by the presence of any Human Immunodeficiency Virus (HIV) infection, subject to the following:
 - (a) We reserve the right to require the Insured Person to undergo a blood test for HIV as a condition precedent to acceptance of any Claim;
 - (b) an infection shall be deemed to have occurred following Our opinion that the blood test or other relevant tests indicate either the presence of any Human Immunodeficiency Virus (HIV) or Antibodies to such a Virus; and
 - (c) for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition.
- (v) any Cancer which was diagnosed to be, directly or indirectly, due to a congenital defect or Disease, which was manifested or was diagnosed before the Insured Person attains seventeen (17) years of Age;

- (vi) any Cancer caused directly or indirectly, wholly or partly by a self-inflicted Injury; or
- (vii) any Cancer resulting directly from alcohol or drug abuse.

5. TERMINATION PROVISION

- **5.1** This **Policy** shall automatically terminate if any one (1) of the following occurs:
 - (i) if any Premium on this Policy remains unpaid at the end of the Grace Period;
 - (ii) on the Policy Anniversary, when the Age of Insured Person is seventy five (75) nearest birthday;
 - (iii) upon the payment of the Benefit under Clause 2.1 to the Insured Person;
 - (iv) upon death of the Insured Person; or
 - (v) in accordance with Portfolio Withdrawal Clause of this Policy.
- 5.2 Termination of this Policy shall be without prejudice to any Claim arising prior to such termination. The payment or acceptance of any Premium subsequent to termination of this Policy shall not create any liability upon Us but We shall refund any such Premium in accordance with the relevant premium refund rates as set out in Clause 6.4 below.

6. GENERAL PROVISIONS

6.1 ALTERATIONS

We reserve the right to change the terms and conditions of this Policy. Such changes shall take effect from the next Renewal Date. We will write to the Insured Person to inform of any change of terms and conditions at least thirty (30) days before the next Renewal Date.

6.2 ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

If **We** receive an order from the relevant authorities to freeze or seize the monies received as **Premium** or monies payable in respect of this **Policy** as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if **We** discover or have reasonable suspicion that this **Policy** is exploited for money laundering activities and/or to finance **Terrorism**, **We** reserve the right to terminate this **Policy** immediately. **We** shall deal with all **Premiums** paid and all **Benefits**/sums payable in respect of this **Policy** in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

6.3 GOVERNING LAW

This **Policy** shall be interpreted and governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts.

6.4 CANCELLATION

This **Policy** is renewable yearly and may be cancelled by the **Insured Person** at any time by giving a written notice to **Us**, and provided that no **Claim** has been made during the current **Policy Year**, the **Insured Person** shall be entitled to a refund of the **Premium** depending on the period of coverage already provided and the selected payment mode of **Premium** as follows:

Refund of Premium as a Percentage (%) of Premium					
Period of coverage not	Payment Mode				
exceeding (From Policy Effective Date or Renewal date, whichever is later)	Annually	Half- Yearly	Quarterly	Monthly	
One (1) month	80%	70%	50%	0%	
Two (2) months	70%	50%	20%	0%	
Three (3) months	60%	30%	0%	0%	
Four (4) months	50%	20%	50%	0%	
Five (5) months	40%	10%	20%	0%	
Six (6) months	30%	0%	0%	0%	
Seven (7) months	25%	70%	50%	0%	
Eight (8) months	20%	50%	20%	0%	
Nine (9) months	15%	30%	0%	0%	
Ten (10) months	10%	20%	50%	0%	
Eleven (11) months	5%	10%	20%	0%	
Twelve (12) months	0%	0%	0%	0%	

5.5 CERTIFICATION, INFORMATION AND EVIDENCE

We may ask the Insured Person to provide Us with information and evidence such as certificates and medical reports. This will be provided at the Insured Person's expense and shall be in the form required by Us. We reserve the right to request that the Insured Person be subjected to a medical examination by a Doctor of Our choice, as and when We require and We will bear the cost of such medical examination.

6.6 CONDITION PRECEDENT TO LIABILITY

The **Insured Person** must observe and comply with the terms, provisions and conditions of this **Policy** in order for **Us** to be liable under this **Policy**.

6.7 ELIGIBILITY

Eligibility of the **Insured Person** for **Benefits** provided in this **Policy** starts upon the expiry of the **Waiting Period** occurring after the **Effective Date** or **Reinstatement Date** of the **Policy**, whichever is later.

6.8 FREE-LOOK PERIOD

The **Insured Person** may cancel this **Policy** by giving **Us** a written request and returning this **Policy** to **Us** within fifteen (15) days or such longer period as may be specified by Bank Negara Malaysia, from the date of receipt of this **Policy** by the **Insured Person**. The amount refunded under this **Policy** shall be the **Premium** paid.

6.9 GEOGRAPHICAL TERRITORY

The Benefit provided under this Policy is applicable worldwide.

6.10 LEGAL PROCEEDINGS

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**. If the **Insured Person** fails to furnish the requisite proof of loss as stipulated by the terms, provisions and conditions of the **Policy** at the material time, the **Insured Person** may, within a grace period of one (1) calendar year from the time that the written proof of loss was required to be furnished, submit the relevant proof of loss to **Us** accompanied by cogent reason(s) for the failure to comply with the time required to furnish the requisite proof of loss as stipulated under the terms, provisions and conditions of this **Policy**. The acceptance of such proof of loss shall be at **Our** sole and absolute discretion. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss.

6.11 MISSTATEMENT OF AGE AND GENDER

- (i) If the Age and/or gender of the Insured Person has been misstated and the Premium paid as a result is insufficient, any Claim payable under this Policy shall be pro-rated based on the ratio of the actual Premium paid to the correct Premium, which should have been charged for the year.
- (ii) If at the correct Age and/or gender the Insured Person would not have been eligible for cover under this Policy, no Benefits shall be payable.
- (iii) Any excess Premium, which may have been paid as a result of such misstatement of Age and/or gender, shall be refunded without interest.

6.12 NOTICE

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

- (i) immediately, if delivered personally; or
- (ii) five (5) days after posting (excluding Saturday, Sunday and Malaysian federal public holidays), if sent by normal or prepaid registered post; or
- (iii) immediately, if delivered electronically.

6.13 PERIOD OF COVER AND RENEWAL

- (i) This Policy shall become effective as of the date stated in the Policy Schedule or Endorsement. The Policy Anniversary shall be one (1) year after such date and annually from then on. On each such anniversary, this Policy is renewable at the Premium rates in effect at that time as notified by Us.
- (ii) This Policy will be renewable at the Insured Person's option subject to the terms, conditions and termination at Policy Anniversary. The Premium at the time of Renewal is not guaranteed and We reserve the right to revise the Premium rate applicable at the time of Renewal. We will notify the Insured Person of the new Premium rate by giving at least three (3) months written notice prior to the next Policy Anniversary. The new Premium rates shall take effect at the next Renewal date.
- (iii) This **Policy** is renewable at the **Insured Person's** option until the occurrence of any one (1) of the following:
 - (a) non-payment of **Premium** installment of the selected frequency on time;
 - (b) fraud or misrepresentation of material fact during Proposal stage;
 - (c) the Policy is cancelled at Insured Person's request;
 - (d) upon payment of the Benefit under Clause 2.1 is paid to the Insured Person;
 - (e) upon death of the Insured Person;
 - (f) upon the **Insured Person** attaining the coverage **Age** limit specified; or
 - (g) where Policy is not renewable pursuant to the to Portfolio Withdrawal Clause.

6.14 PORTFOLIO WITHDRAWAL

We reserve the right not to continue with the underwriting of this product. In doing so, We will stop accepting any new policies and will not offer Renewal of this Policy once it expires. We will write to inform the Insured Person of Our intention by giving at least thirty (30) days' notice.

6.15 REINSTATEMENT

- (i) The Insured Person may apply and seek Our consent to reinstate this Policy at any time within ninety (90) days from the Due Date of the Premium in default, subject to the requirements below:
 - (a) Insured Person's submission of a written request for reinstatement;
 - (b) payment of all overdue Premiums;
 - (c) repayment of all outstanding **Indebtedness** from the **Due Date** of the **Premium** in default; and
 - (d) satisfactory evidence of the **Insured Person's** health and insurability.
- (ii) Approval for the application for reinstatement is subject to Our underwriting requirements and upon such variations as We may decide.
- (iii) Any reinstatement shall only take effect upon Our written acceptance of the application for reinstatement and provided that such acceptance is made during the Insured Person's lifetime. The reinstated Policy shall only cover the loss or insured event which occurs after the Reinstatement Date.
- (iv) the Waiting Period shall be re-applied from the Reinstatement Date.

6.16 SEVERABILITY

If any provision or part of a provision of this **Policy** shall be held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this **Policy**. However, the remainder of the provisions contained in this **Policy** shall remain in full force and effect.

6.17 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 "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 Tax as allowed by the laws of Malaysia. Such 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 Tax.

6.18 TIME

Time wherever mentioned shall be of the essence to this Policy.

6.19 UPGRADED POLICY

If the eligible **Benefits** to any **Insured Person** under the terms of this **Policy** be increased at the time of **Renewal** and if such **Insured Person** shall have been afflicted with a **Disease** prior to or at the time the **Benefits** were increased, the limits of **Benefits** payable in respect of such **Disease** shall not exceed the limit of **Benefits** prior to the date the **Benefits** were upgraded. Upgrading of plan will be subjected to underwriting and the **Waiting Period** shall be re-applied on the **Insured Person**.

6.20 WAIVER

Failure or neglect by either party to enforce at any time, any right or remedy under the provisions of this **Policy** shall not be construed or deemed to be a waiver of either party's right or remedy or in any way affect the validity in whole or in part of this **Policy** or prejudice either party's right from further action.

7. DEFINITION

The following capitalized words used in this **Policy** shall have the following meaning assigned below:

Age means the age nearest birthday of the Insured Person.

Benefit means the coverage the **Insured Person** is entitled to receive under this **Policy**.

Cancer means as any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma. For this definition, the following are excluded:

- (a) all Cancers which are histologically classified as any of the following:
 - (i) pre-malignant;
 - (ii) non-invasive;
 - (iii) carcinoma in situ (CIS);
 - (iv) having borderline malignancy; or
 - (v) having malignant potential;
- (b) all tumours of the prostate histologically classified as T1NOM0 (TNM classification);
- (c) all tumours of the thyroid histologically classified as T1N0M0 (TNM classification);
- (d) all tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);
- (e) Chronic Lymphocytic Leukaemia less than RAI Stage 3;
- (f) all Cancers in the presence of Human Immunodeficiency Virus (HIV); and
- (g) any skin Cancer other than malignant melanoma.

Claim means the notification to Us of a Disease suffered by the Insured Person confirmed under the process stated under Clause 3 as Cancer, allowing the Insured Person access to the Benefits of this Policy.

Doctor(s) means professional who is legally authorized to practice medicine.

Disease means any or disorder of the body, system, or organ structure or function with identifiable and characteristic set of signs and symptoms, or consistent anatomic alterations. Additionally a diagnosis has to be made by a **Doctor** legally registered in his practice. A **Disease** will be considered to be all the **Injuries** and effects arising from the same diagnosis, as well as all the ailments due to the same cause or related causes. If an ailment is due to the same cause that produced a previous **Disease** or a related cause, the **Disease** shall be considered as a continuation of the previous one and not as a separate **Disease**.

Due Date means the date for payment of **Premium** as stated on the Policy Schedule or the **Endorsement**, if any.

Effective Date means the date this **Policy** becomes effective as stated in the Policy Schedule or the **Effective Date** of **Endorsement** as stated in the Letter of Endorsement, whichever is later.

Endorsement means further clarification or further terms agreed by the **Us** to be read together with or to override the **Policy** and/or the Schedule or Certificate of Insurance.

Exclusion means a stipulated situation or condition which is not covered by this **Policy** and for which **We** are not obliged to pay in the case of a **Claim.**

Expiry Date means the date on which the **Insured Person's** cover under this **Policy** will cease to be effective as stated on Policy Schedule or the **Endorsement**, if any.

Grace Period means the period defined in Clause 1.3 of this Policy.

Indebtedness means any amount due and owing to Us.

Insured Person means the person whose life is insured as described in the Policy Schedule.

Policy means this **Policy** of insurance issued by the **Us** for the benefit of the **Insured Person** read together with the Schedule or Certificate of Insurance and all related **Endorsement(s)** (if any).

Policy Anniversary means the same date each year as the Policy Year

Policyholder/You/Your means the person who owns this **Policy** and can exercise all rights, privileges and options available under this **Policy**.

Policy Year means the one (1) year period including the Effective Date of commencement of insurance and immediately following that date, or the one (1) year period following the Renewal or Renewed Policy.

Premium refers to the regular Premium payable for this Policy.

Pre-Existing Diseases means any **Disease** or medical condition of the **Insured Person** which were reported, diagnosed, treated or which showed related medically documented symptoms or findings (signs) within the ten (10) years prior to the **Effective Date** (or the relevant inclusion date of the **Insured Person**).

Proposal means the answers and disclosures in the **Insured Person's Proposal Form,** medical reports, and questionnaires and all relevant documentary declaration and/or statements made by the **Insured Person** between the time of submission of the **Proposal Form** and the time this **Policy** contract is entered into or during reinstatement.

Proposal Form means form that the **Insured Person** and/or the **Policyholder** must complete in order to apply for this **Policy**.

Reinstatement Date means the date **Your Proposal** for reinstatement is approved by **Us.**

Renewal or Renewed Policy means a **Policy** which has been renewed without any lapse of time upon expiry of a preceding **Policy** with the same content.

Terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or commercial enterprise, or of putting the public or any section of the public in fear.

Waiting Period means the first sixty (60) days, from the Policy Effective Date or Reinstatement Date, whichever is later, during which any Disease diagnosed, treated or showing their first related medically documented symptoms will not be eligible for any Policy Benefits during the Policy term of this Policy.

We/Us/Our means Allianz General Insurance Company (Malaysia) Berhad.

ANNUAL PREMIUM TABLE

	For Male Insured Person			For Female Insured Person				
Age Band	Plan 125	Plan 250	Plan 375	Plan 500	Plan 125	Plan 250	Plan 375	Plan 500
	RM					RM		
15 days - 17 years	201	312	423	534	184	278	373	467
18 years - 24 years	209	328	447	567	198	306	415	523
25 years - 29 years	222	354	487	619	305	520	735	950
30 years - 34 years	339	588	837	1,087	495	900	1,305	1,710
35 years - 39 years	486	883	1,280	1,677	925	1,760	2,595	3,431
40 years - 44 years	667	1,244	1,821	2,398	1,537	2,985	4,432	5,880
45 years - 49 years	1,000	1,911	2,821	3,732	2,183	4,276	6,370	8,463
50 years - 54 years	1,703	3,316	4,929	6,542	2,749	5,408	8,067	10,726
55 years - 59 years	3,062	6,035	9,007	11,980	3,280	6,471	9,661	12,852
60 years - 64 years	5,414	10,739	16,064	21,388	4,109	8,128	12,147	16,167
65 years - 69 years	6,823	13,557	20,291	27,025	5,173	10,256	15,339	20,422
70 years - 74 years	7,931	15,772	23,613	31,454	6,008	11,927	17,846	23,765

Notes for the Tables above:

- 1. Premium rates are not guaranteed and are charged according to the attained Age nearest birthday at each Policy Renewal.
- 2. The rates for Age group 66 74 years old are for Renewal only.
- 3. Premium is further subject RM10 for Stamp Duty and Service Tax.

TABLE OF BENEFIT

Lump Sum Insured Amount

Plan	Plan 125	Plan 250	Plan 375	Plan 500
Insured Amount (RM)	125,000	250,000	375,000	500,000

Note: If the Insured Person is diagnosed with cancer, upon approval of claim, 200% of Insured Amount will be payable. All coverage for Insured Person under this Policy shall immediately cease to be in force.

Lodging of Complaints

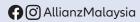
We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve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

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

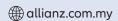
Write to:

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









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:

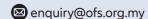
- (1) Insurance claims not exceeding RM250,000.00; and
- (2) Motor third party property damage claims not exceeding RM10,000.00.

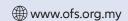
The OFS can be contacted at the following address:

Ombudsman for Financial Services, Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.









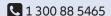
If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

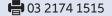
Write to (BNMTELELINK):

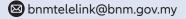
Pengarah, LINK & Pejabat BNM, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.

Walk-in (BNMLINK):

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







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 Com Licensed under the Financial Services A		426-V)	
Allianz Customer Service Cente Allianz Arena, Ground Floor, Block 2A, Allianz Contact Center: 1 300 22 5542	Plaza Sentral, Jalan Stesen S		