

Policy

# ALLIANZ LIFESTYLE PROTECT



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WHEREAS the **Insured Person** described in the schedule (“**Schedule**”) hereto 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 has paid or has agreed to pay to the **Company** the premium stated in the **Schedule** or endorsement as a consideration for such insurance.

Notwithstanding any provision in this policy (“**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 an **Injury**, caused solely and directly by **Accident** as hereinafter defined which shall solely and independently of any other cause result in the **Insured Person’s** disablement as hereinafter defined, the **Company** will pay to the **Insured Person** or in the event of death, to the **Insured Person’s** legal representative, the sum(s) of money specified in the **Schedule** and in accordance to the Scale of Benefits subject to the terms and conditions of this **Policy**.

## PART 1 – BENEFITS

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

For the avoidance of doubt, this **Policy DOES NOT COVER DEATH** of the **Insured Person** due to an **Accident** occurring during the **Period of Insurance** save for funeral expenses.

### A. 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 Loss/Accident**, the **Company** shall pay the **Permanent Disablement** benefit according to the percentage of the **Principal Sum Insured** as stated in Table 1 - Scale of Benefits.

Table 1 - Scale of Benefits	Percentage of Principal Sum Insured
<b>Permanent Disablement</b>	
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Loss of sight of both eyes	100%
Total paralysis from neck down	100%
Injury resulting in being permanently bedridden	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%

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

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

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

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

## B. HOSPITAL INCOME

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

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

## C. FUNERAL EXPENSES

The **Company** will pay the **Insured Person's** legal representative the amount specified in the **Schedule** as funeral expenses in the event of death of the **Insured Person** due to an **Accident** or Coronavirus Disease 2019 (COVID-19).

## D. 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** provided always a police report is lodged. The police report is to be made within twenty-four (24) hours of the **Snatch Theft or Attempted Snatch Theft**.

## E. DOUBLE INDEMNITY IN THE EVENT OF MOTOR VEHICLE ACCIDENT

In the event that the benefit payable under this **Policy** for:

- (a) total paralysis from neck down; or
- (b) permanent total loss of use of two (2) limbs (or two (2) or more limbs);

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

## F. RENEWAL BONUS

Subject to the provisions of this **Policy**, **Renewal Bonus** shall be paid to the **Insured Person** or the **Insured Person's** legal representative as the case maybe, in addition to the payment of the **Principal Sum Insured** or such part thereof payable in respect of a claim made under this **Policy**.

In the event a claim has been made under Benefit A (**Permanent Disablement**) and Benefit E (Double Indemnity in the event of **Motor Vehicle Accident**) of this **Policy**, any **Renewal Bonus** will not apply and computations for future **Renewal Bonus** will begin anew from the next renewal date of this **Policy**.

Payment of **Renewal Bonus** in addition to the **Principal Sum Insured** and shall only be applicable under Benefits A (**Permanent Disablement**) and Benefit E (Double Indemnity in the event of **Motor Vehicle Accident**).

## G. 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** 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**.

## H. ONLINE PURCHASE PROTECTION

The **Company** will compensate the purchase price incurred by **Insured Person** up to the amount specified in the **Schedule** for either:

- (a) 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

- (b) 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.

## I. 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** 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 amount 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**.

#### J. LOSS OF SPORTS EQUIPMENT

In the event of loss to the **Insured Person's Sports Equipment** 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 less a deduction for any wear, tear or depreciation, up to the amount specified in the **Schedule** provided always a police report is lodged within twenty four (24) hours of occurrence of the incident.

The **Company** will not pay for:

- (a) loss of hired or leased equipment; and
- (b) sports attire and shoes.

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

#### K. MISSED EVENT

In the event that Benefit B (Hospital Income) is payable under this **Policy**, the **Company** will reimburse the cost of non-refundable tickets and/or registration fees, up to the amount specified in the **Schedule**, for the following pre-booked event(s) for which the **Insured Person** has paid but was unable to attend due to an **Accident** and/or **Hospitalisation**:

- (a) concert tickets;
- (b) theme park/amusement park entrance tickets;
- (c) movie tickets; and/or
- (d) tickets or registration fees sporting events.

This benefit is payable subject to the payment of tickets and/or registration fees being made at least two (2) weeks prior to the date of the event.

#### L. NURSING CARE

In the event of 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** 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**.

#### M. LIFESTYLE MODIFICATION EXPENSES

In the event fifty percent (50%) or more of the Principal Sum Insured is payable under Benefit A (**Permanent Disablement**) according to the percentage of the **Principal Sum Insured** as stated in Table 1 – Scale of Benefits of this **Policy**, the **Company** will reimburse the costs of modification including associated expenses to the **Insured Person's** home and/or **Motor Vehicle** up to the amount specified in the **Schedule** provided that the said modifications are required and essential for the purpose of enabling the **Insured Person** to cope with the disability suffered and to aid the **Insured Person's** mobility.

This benefit payable is subject to the following:

- (a) The **Insured Person** must provide to the **Company** the original receipts for the expenses incurred for the modification and photographs of the home and/or **Motor Vehicle** before and after the modification;
- (b) the said modifications shall commence within one hundred and eighty (180) days following the attending **Medical Practitioner's** confirmation of such **Permanent Disablement**.

No reimbursement is payable if the said modifications were already pre-planned or ongoing prior to the **Date of Loss/Accident**.

#### N. 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 cost 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**.

For the purpose of this **Policy**, rehabilitation expenses include:

- (a) physical therapy, occupational therapy, speech therapy, respiratory therapy, cognitive rehabilitation; and/or
- (b) post-traumatic counselling for:
  - (i) **Insured Person**; and/or
  - (ii) one (1) family member or one (1) companion of the **Insured Person**, provided always that the **Company** will only reimburse the cost for up to two (2) counselling session for these individuals.

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 (1<sup>st</sup>) therapy/counselling session with the **Medical Practitioner**, therapist or alternative medical practitioner occurs within ninety (90) days following the **Insured Person's** hospital discharge.

#### O. HOUSEKEEPING SERVICES

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 cost for the services of a housekeeper to perform daily household duties, meal preparation, laundry and other similar household tasks at **Insured Person's** home up to the amount specified in the **Schedule** provided that such services of a housekeeper is acquired within seven (7) days from the date of the **Insured Person's** hospital discharge.

## PART 2 – OPTIONAL BENEFIT

### STUDY INTERRUPTION

In the event the **Insured Person** suffers interruption to his/her studies as a registered full time student at a licensed educational institution where the **Insured Person** incurs fees for each semester during the **Period of Insurance**, the **Company** will pay/reimburse up to the **Insured Person** the relevant costs up to the amount specified in the **Schedule** as set out in the following situations:

#### (a) Injury to the Insured Person

In the event of an **Accident** causing the **Insured Person** to require **Hospitalisation** for more than ten (10) consecutive days, the **Company** will pay the cost of the **Insured Person's** one (1) semester fee (either the current semester or one (1) semester immediately after the **Accident**) whether or not the fees have been paid up to the amount specified in the **Schedule**.

#### (b) Death of Sponsor

In the event of an **Accident** causing death to the individual who sponsors the **Insured Person's** studies as stated in the **Schedule**, the **Company** will pay the cost of the **Insured Person's** one (1) semester fee (either the current semester or one (1) semester immediately after the **Accident**) whether or not the fees have been paid up to the amount specified in the **Schedule**.

The details of one (1) named sponsor between the age of eighteen (18) and the age of seventy (70) must be provided at the time of application of insurance and/or renewal.

The **Insured Person** may change or include the sponsor's details by giving the **Company** thirty (30) days prior written notice and the changes will only take effect from the next Policy renewal onwards.

#### (c) Transportation Expenses

In the event of an **Accident** causing the **Insured Person's Immediate Family Member** in Malaysia to require **Hospitalisation** for more than ten (10) consecutive days or such **Immediate Family Member** dies due to an **Accident**, the **Company** will reimburse the transportation expenses (cost of return journey/trip economy class ticket/charges) incurred by the **Insured Person** to return to Malaysia to visit the **Immediate Family Member** and/or pay last respects to the deceased **Immediate Family Member** and subsequently return to the country or place of the **Insured Person's** educational institution up to the sub-limit amount according to the plan purchased.

This benefit for Study Interruption will be subject to the following conditions:

- (i) any claim under this benefit for Study Interruption shall not exceed the amount specified in the **Schedule**. Claim(s) under this benefit which is lesser than the amount specified in the **Schedule**, if having been paid, shall reduce the coverage by that amount from the **Date of Loss/Accident**; and
- (ii) in the event one (1) semester's fee has been paid by the **Company** pursuant to the **Insured Person's** claim under benefit (a) (Injury to the **Insured Person**) or benefit (b) (Death of Sponsor), the **Company** shall not pay a subsequent claim for the fee for the same semester; and
- (iii) benefit (c) Transportation Expenses is limited to two (2) claims during the **Period of Insurance**.

## PART 3 – CONDITIONS

### 1. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms and conditions of this **Policy** insofar as they relate to anything to be done or not to be done by the **Insured Person** or his/her legal representative shall

be conditions precedent to any liability of the **Company** under this **Policy**.

### 2. NOTICE

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

### 3. MISSTATEMENT OR OMISSION OF MATERIAL FACT

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

If any claim made 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 terminate this **Policy** or the **Insured Person's** coverage, as the case may be.

### 4. ELIGIBILITY

The **Insured Person** must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia, aged from sixteen (16) up to the age of sixty-five (65) years to be eligible to be covered under this **Policy**. The dependent(s) must be **Insured Person's** one (1) legal spouse who is between the age of sixteen (16) and the age of sixty-five (65) and children between the age of sixteen (16) and the age of twenty four (24). Ages referred to in this **Policy** shall be in reference to the age as at the last birthday.

### 5. CHANGE OF ADDRESS OR PARTICULARS

The **Insured Person** shall give immediate notice to the **Company** of any change in his/her name or residential address.

### 6. 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. Any alteration shall take effect from the next renewal of this **Policy**.

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.

### 7. 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**.

The benefit for **Permanent Disablement** is only payable if the **Insured Person** furnishes the **Company** with the original medical report issued by a **Medical Practitioner** confirming the disability.

#### (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**.

## 8. RENEWAL OF INSURANCE

This **Policy** shall not in any event be renewable when the **Insured Person** attains the age of sixty-six (66).

## 9. PREMIUM PAYMENT

Payment of premium in respect of this **Policy** shall be made by the **Insured Person** prior to the commencement of coverage. The **Company's** acceptance of premium shall constitute its agreement to cover the **Insured Person**.

The **Company** reserves the right to increase or reduce the premium as well as amendments of coverage or decline renewal of this **Policy** by giving at least thirty (30) days prior written notice to the **Insured Person**.

## 10. AUTOMATIC RENEWAL

In the event the **Insured Person** opts for automatic renewal, subject to the terms and conditions of this **Policy** and payment of any premium due, this **Policy** shall be renewed on each **Policy** anniversary upon expiry unless this **Policy** is terminated pursuant to Condition 11 (Termination of Insurance).

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

## 11. TERMINATION OF INSURANCE

### (a) Termination by the Policyholder or Insured Person

If the **Policyholder** or **Insured Person**, as the case may be, gives notice to the **Company** to terminate this **Policy** or the **Insured Person's** coverage under this **Policy**, such termination shall become effective on the date when the notice is received by the **Company** from the **Policyholder** or **Insured Person** or on 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 this **Policy**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting.

Scale of Short Period Rates:

Period Insured	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%

### (b) Termination by the Company

In the event the **Company** terminates this **Policy** 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 may be, at their respective last known correspondence address in Malaysia. 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** or the **Insured Person** 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

This **Policy** shall lapse/terminate upon occurrence of any of the following:

- (i) at mid-night (standard Malaysian time) on the last day of the **Period of Insurance** stated in the **Schedule**, or
- (ii) when the **Insured Person** attains the age of sixty-six (66); or
- (iii) upon cessation or termination of the **Policy**; or
- (iv) if any premium payable under this **Policy** remains unpaid on or before each automatic renewal (where applicable) of this **Policy**.

## 12. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event that the **Insured Person** suffers any **Accident/loss** outside Malaysia and in currency other than Malaysian Ringgit, the **Company** shall compensate the **Insured Person** 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 Loss/Accident**.

## 13. APPLICABLE LAW

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

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

## 14. RECEIPTS

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

## 15. TERRITORIAL LIMIT

This **Policy** provides cover on a worldwide basis unless otherwise amended or endorsed.

## 16. CONSENT TO USE PERSONAL DATA

- (a) The **Insured Person** represents and warrants that if it submits information relating to the **Insured Person's** or other individual to the **Company**, that it has the authority to provide information relating to such **Insured Person's** 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 **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 **Insured Person** wishes to exercise their GDPR rights, the **Insured Person** shall inform and write to the **Company** at [privacy@allianz.com.my](mailto:privacy@allianz.com.my) in order for the **Company** to assess and comply with the EU Privacy Law – GDPR.

### 17. 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 the **Insured Person** had applied for this insurance wholly for **purposes unrelated to the Policyholder and/or the Insured Person's trade, business or profession**, the **Policyholder** and/or the **Insured Person's** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form and all the questions required by the **Company** fully and accurately and also disclose any other matter that the **Policyholder** and/or the **Insured Person** knows to be relevant to the **Company's** decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

#### (b) Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** and/or the **Insured Person** had applied for this insurance for **purposes related to the Policyholder and/or the Insured Person's trade, business or profession**, the **Policyholder** and/or the **Insured Person** had a duty to disclose any matter that the **Policyholder** and/or the **Insured Person** knows to be relevant to the **Company's** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continues until the time the contract was entered into varied or renewed.**

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

### 18. APPLICABLE TAX

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

### 19. 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.

### 20. TERRORISM

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

For the purpose of this clause:

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

## PART 4 – EXCLUSIONS

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

- (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
- (c) Intoxication beyond the legal limit related to the driving offences and/or under the influence of illegal drugs;
- (d) Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
- (e) Childbirth, miscarriage, pregnancy or any complications thereof, unless caused solely by **Accident**;
- (f) Provoked murder or assault;
- (g) While committing or attempting to commit any unlawful act;
- (h) While participating in any professional sports;
- (i) 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;



- (j) Racing (other than on foot), pace-making, speed or reliability trials;
- (k) Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
- (l) Riding/driving without a valid driving license (NOTE: this will not apply to **Insured Persons** with an expired licence but who is not disqualified from holding or obtaining such driving licence under the regulations of the Malaysian Road Transport Department or any other relevant laws).

## PART 5 – DEFINITIONS

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

**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**.

**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.

**IMMEDIATE FAMILY MEMBER** means **Insured Person's** parent, parent-in-law, spouse, child or sibling.

**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 describe in the Schedule.

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

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

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

**PERMANENT DISABLEMENT** means the conditions which are described under item A of Part 1 – Benefits.

**POLICY** means this **Policy** contract including the **Schedule**, and all endorsements.

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

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

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

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

**SCHEDULE** means the **Schedule** attached to this **Policy** where details including the relevant particular of the **Policyholder** and **Insured Person(s)** are stated.

**SMART DEVICE** means an electronic device, such as smart phone, tablet, personal digital assistant, 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** is included to cover pickpocket, robbery or attempted robbery and snatch grab – situation where the **Insured Person's** possessions is grabbed, or attempted to be, from the **Insured Person**.

**SPORTS EQUIPMENT** means equipment required for engaging in a sports activity such as rackets, golf club or balls and other similar items.

### CHECKLIST ON THE REQUIRED SUPPORTING DOCUMENTS OF CLAIMS

Benefits	Documents
Permanent Disablement/ Double Indemnity in the event of Motor Vehicle Accident/Funeral Expenses	<ol style="list-style-type: none"> <li>1. Medical report and/or death certificate;</li> <li>2. Post mortem report;</li> <li>3. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>4. Police report (for <b>Motor Vehicle Accident</b>); and</li> <li>5. e-Payment form.</li> </ol>
Hospital Income/ Nursing Care/ Rehabilitation Expenses/ Housekeeping Services	<ol style="list-style-type: none"> <li>1. Original medical bills/receipts;</li> <li>2. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>3. Police report (for <b>Motor Vehicle Accident</b>);</li> <li>4. Hospital admission/discharge note or summary;</li> <li>5. Medical report; and</li> <li>6. e-Payment form.</li> </ol>
Credit Card and Loan Indemnity	<ol style="list-style-type: none"> <li>1. Credit card/loan statement;</li> <li>2. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>3. Police report (for <b>Motor Vehicle Accident</b>);</li> <li>4. Medical report;</li> <li>5. Copy of report from relevant authority; and</li> <li>6. e-Payment Form</li> </ol>
Smart Device Protection/Loss of Sports Equipment	<ol style="list-style-type: none"> <li>1. Police report;</li> <li>2. Photographs of the damaged device;</li> <li>3. Documentation in support of value and ownership; and</li> <li>4. e-Payment Form.</li> </ol>
Lifestyle Modification Expenses	<ol style="list-style-type: none"> <li>1. Medical report;</li> <li>2. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>3. Police report (for <b>Motor Vehicle Accident</b>);</li> <li>4. Original receipt/bills;</li> <li>5. Photographs before and after modification; and</li> <li>6. e-Payment Form</li> </ol>

Benefits	Documents
Online Purchase Protection	<ol style="list-style-type: none"> <li>1. Police report;</li> <li>2. Proof of purchase/proof of financial loss;</li> <li>3. Proof of non-delivery of <b>Purchased Goods</b>;</li> <li>4. Evidence of having contacted the seller/e-merchant;</li> <li>5. Evidence that the <b>Purchased Goods</b> were lost and no compensation received from the relevant parties; and</li> <li>6. e-Payment Form.</li> </ol>
Missed Event	<ol style="list-style-type: none"> <li>1. Medical report;</li> <li>2. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>3. Police report (for <b>Motor Vehicle Accident</b>);</li> <li>4. Hospital admission/discharge note or summary;</li> <li>5. Original receipt/bills;</li> <li>6. Original ticket/booking slip/confirmation; and</li> <li>7. e-Payment Form.</li> </ol>
<b>Snatch Theft or Attempted Snatch Theft</b>	<ol style="list-style-type: none"> <li>1. Police report; and</li> <li>2. e-Payment Form.</li> </ol>
Study Interruption	<ol style="list-style-type: none"> <li>1. Medical Report and/or death certificate;</li> <li>2. Driving License (If <b>Insured Person</b> was driving/riding);</li> <li>3. Police report (for <b>Motor Vehicle Accident</b>);</li> <li>4. Original invoice/receipt/bills;</li> <li>5. Proof of relationship;</li> <li>6. Hospital admission/discharge note or summary;</li> <li>7. Letter from the educational institution for verification of student status; and</li> <li>8. e-Payment Form.</li> </ol>

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

**IMPORTANT NOTICE**

**CASH BEFORE COVER**

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

## SCHEDULE OF BENEFITS

Benefits		Plan A	Plan B	Plan C	Plan D	Plan E
		Sum Insured (RM)				
1	Permanent Disablement (up to)	10,000	20,000	30,000	40,000	50,000
2	Hospital Income (per day/max. 180 days)	100	200	300	400	500
3	Funeral Expenses	1,000	2,000	3,000	4,000	5,000
4	Snatch Theft or Attempted Snatch Theft	300	350	400	450	500
5	Double Indemnity in the event of Motor Vehicle Accident	Available				
6	Renewal Bonus	up to 100% of Principal Sum Insured				
7	*Smart Device Protection (up to)	1,000	2,000	3,000	4,000	5,000
8	*Online Purchase Protection (up to)	300	500	800	1,000	1,500
9	Credit Card and Loan Indemnity (up to)	1,000	2,000	3,000	4,000	5,000
10	*Loss of Sports Equipment (up to)	500	1,000	1,500	2,000	2,500
11	Missed Event (up to)	300	350	400	450	500
12	Nursing Care (up to)	500	1,000	2,000	3,000	4,000
13	Lifestyle Modification Expenses (up to)	5,000	10,000	20,000	25,000	30,000
14	Rehabilitation Expenses (up to)	1,000	2,000	3,000	4,000	5,000
15	Housekeeping Services (up to)	300	350	400	450	500

Optional Benefit		Plan A	Plan B	Plan C	Plan D	Plan E
		Sum Insured (RM)				
1	Study Interruption (up to)	10,000	20,000	30,000	40,000	50,000
(a)	Injury to the Insured Person					
(b)	Death of Sponsor					
(c)	*Transportation Expenses (**sub-limit)					

### Notes:

- Duration of cover is for one (1) year.
- \*This benefit is limited to two (2) claims during **Period of Insurance**.
- \*\*Transportation Expenses is subject to sub-limit of RM1,000, RM2,000, RM3,000, RM4,000 and RM5,000 for Plans A to E respectively.
- Optional Benefit is only applicable for the **Insured Person** who is a registered full time student at an educational institution and will not be applicable in the event the **Insured Person** has completed his/her studies at any time during **Period of Insurance**.
- The details of one (1) named sponsor between the age of eighteen (18) and the age of seventy (70) must be provided at time of application of insurance and/or renewal.

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## 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](mailto:customer.service@allianz.com.my)

 [allianz.com.my](http://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](mailto:enquiry@ofs.org.my)

 [ofs.org.my](http://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](mailto:bnmtelelink@bnm.gov.my)

 [bnm.gov.my](http://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.

**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](mailto:customer.service@allianz.com.my)   AllianzMalaysia  [allianz.com.my](http://allianz.com.my)

