

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

# Allianz Shield Plus

Policy

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# **Allianz Shield Plus Policy**

WHEREAS the Insured Person described in the Policy schedule hereto following the profession or occupation stated in the Policy schedule 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 Policy schedule as a consideration for such insurance.

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

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured Person suffers Injury, caused solely and directly by an Accident as hereinafter defined which shall solely and independently of any other cause result in the Insured Person's death or disablement as hereinafter defined, or necessitate medical and/or hospital and surgical treatment as hereinafter defined, the Company will pay to the Policyholder or Insured Person, as the case may be, the sum(s) of money specified in the Policy schedule and in accordance to Table 1 - Scale of Compensation 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 **Policy** schedule per event/**Accident** (unless otherwise specified) according to the **Insured Person's** plan subject to the term and conditions of this **Policy**.

#### A. Death

In the event of an Accident during the Period of Insurance causing an Injury resulting in death of the Insured Person occurring within twelve (12) calendar months from the Date of Accident, the Company shall pay the death benefit according to the percentage of the Principal Sum Insured as stated in Table 1 - Scale of Compensation.

#### **B.** Permanent Disablement

In the event of an Accident during the Period of Insurance causing an Injury resulting in Permanent Disablement (verified by a Medical Practitioner) to the Insured Person occurring within twelve (12) calendar months from the Date of Accident, the Company shall pay the Permanent Disablement benefit according to the percentage of the Principal Sum Insured as stated in Table 1 - Scale of Compensation.

#### Table 1 - Scale of Compensation

| Description of Loss                                  | Percentage (%) of<br>Principal Sum Insured |
|--|--|
| Death  | 100%                                       |
| Permanent Disablement                                |  |
| Loss of two limbs                                    | 100%                                       |
| Loss of both hands or of all fingers and both thumbs | 100%                                       |
| Loss of sight of both eyes                           | 100%                                       |
| Total paralysis from neck down                       | 100%                                       |

| Injury resulting<br>bedridden                        | in being permanently                                    | 100%  |
|--|---|-------|
| Loss of arm at shoulder                              |   | 100%  |
| Loss of arm between shoulder and elbow               |   | 100%  |
| Loss of arm at e                                     | elbow   | 100%  |
| Loss of arm bet                                      | ween elbow and wrist                                    | 100%  |
| Loss of hand at                                      | wrist   | 100%  |
|  | at hip  | 100%  |
| Loss of leg  | between knee and hip                                    | 100%  |
| -  | below knee  | 100%  |
|  | whole eye   | 100%  |
| Eye: Loss of   | all sight in one eye                                    | 100%  |
| Lyc. 2000 01   | sight of except<br>perception of light                  | 50%   |
| Loss of four fingers and thumb of one<br>hand        |   | 50%   |
| Loss of four fing                                    | gers  | 40%   |
| Loss of thumb  | both phalanges  | 30%   |
|  | one phalanx   | 15%   |
|  | three phalanges   | 15%   |
| Loss of index<br>finger                              | two phalanges   | 10%   |
| 5  | one phalanx   | 5%    |
|  | three phalanges   | 8%    |
| Loss of<br>middle finger                             | two phalanges   | 5%    |
|  | one phalanx   | 3%    |
|  | three phalanges   | 6%    |
| Loss of ring<br>finger                               | two phalanges   | 5%    |
| 5  | one phalanx   | 3%    |
|  | three phalanges   | 5%    |
| Loss of little<br>finger                             | two phalanges   | 4%    |
| 5  | one phalanx   | 3%    |
| Loss of  | first or second<br>(additional)                         | 4%    |
| metacarpals  | third, fourth or fifth<br>(additional)                  | 3%    |
|  | all   | 20%   |
|  | great, both phalanges                                   | 8%    |
| Loss of toes   | great, one phalanx                                      | 3%    |
|  | other than great, if<br>more than one toe<br>lost, each | 2%    |
| Permanent loss of hearing in both ears<br>and speech |   | 100%  |
| Loss of  | both ears   | 75%   |
| hearing  | one ear   | 15%   |
| *Loss of speech                                      |   | 50%   |
|  | more than 1″ up to 2″                                   | 2.5%  |
| Shortening of arm                                    | more than 2″ up to 4″                                   | 5%    |
| GIIII  | more than 4″  | 12.5% |

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| Shortening<br>of leg | more than 1″ up to 2″ | 5%   |
|----------------------|-----------------------|------|
|                      | more than 2″ up to 4″ | 10%  |
|                      | more than 4″          | 25%  |
| **Coma               |                       | 100% |
| ***Disappearance     |                       | 100% |

#### • \*\*Coma

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

#### \*\*\*Disappearance

If after a period of one (1) year has lapsed from the date of reported disappearance of the **Insured Person** to the police or relevant authorities, the **Company**, having examined all evidence available, shall have no reason to suppose other than that an **Accident** has occurred which in all probability has resulted in the death of the **Insured Person**, the disappearance of the **Insured Person** shall be considered to constitute a death claim under this **Policy** and one hundred percent (100%) of the **Principal Sum Insured** of the death benefit shall be payable. However, if at any time after payment has been made, the **Insured Person** is found to be living, any sums paid by the **Company** in settlement of the claim shall be refunded to the **Company**.

#### Exposure

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

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

Permanent Total Loss of Use of a body part shall be treated as loss of the part of the body. \*Loss of Speech shall mean total permanent inability to communicate verbally.

- (i) Benefit A (Death) and Benefit B (Permanent Disablement) share the same Sum Insured limit. As such, the Company will not pay more than one (1) of the benefits in the event the Injury suffered by the Insured Person in a single Accident results in more than one (1) loss described in Table 1 – Scale of Compensation and only the greatest percentage of the Sum Insured will be payable.
- (ii) The aggregate of all percentages payable under Table 1 Scale of Compensation in respect of all Accidents during the Period of Insurance shall not exceed one hundred percent (100%) of the Sum Insured.
- (iii) In the event one hundred percent (100%) of the Sum Insured is paid during the Period of Insurance, all coverage for the relevant Insured Person under this Policy shall immediately cease to be in force and upon payment of the Sum Insured, the Company's obligation to the Insured Person shall be fully discharged. Other losses lesser than one hundred percent (100%) if having been paid shall reduce the coverage by that amount from the Date of Accident until the expiry of the Period of Insurance. Notwithstanding this, coverage for the remaining Insured Person(s) named in the Policy schedule, where applicable shall remain intact.

#### C. Double Indemnity

In the event of:

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

arising from an **Accident** that occurred (I) whilst travelling as a farepaying passenger on any mode of **Public Transport Services** OR (II) \*whilst travelling overseas, the **Principal Sum Insured** payable under the relevant death or **Permanent Disablement** benefits together with renewal bonus (if any) shall be doubled.

\*The phrase "whilst travelling overseas" in this context would mean the following:

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

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

#### D. Medical Expenses

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

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

#### Cashless Hospital Admission And Discharge

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

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

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#### E. Alternative Medicine

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

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

#### F. Blood Transfusion

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

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

#### G. Dental Correction And/Or Corrective Cosmetic Surgery

The **Company** will reimburse the **Insured Person** up to the amount specified in the **Policy** schedule in respect of the expenses incurred by the **Insured Person** for dental correction and/or corrective cosmetic surgery performed on the **Insured Person's** neck, head or chest (navel up) following injuries sustained as a result of an **Accident**, provided that such dental correction and/or corrective cosmetic surgery is recommended and performed by a licensed orthodontist or cosmetic surgeon.

#### H. Hospital Income

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

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

Daily compensation is payable only if the **Insured Person** is hospitalised within twenty-one (21) days of the **Date of Accident**. Successive periods of **Hospitalisation** due to the same cause, shall be considered as one (1) **Accident**.

#### I. Permanent Impotency Or Infertility

The **Company** will pay the **Insured Person** twenty percent (20%) of the **Principal Sum Insured** specified in the **Policy** schedule if the **Insured Person** suffers permanent impotency or infertility due to an **Accident**. Such **Permanent Disablement** must be certified by a **Medical Practitioner**.

#### J. Kidnap

The **Company** will pay a lump sum amount as specified in the **Policy** schedule for necessary expenses incurred by the **Insured Person's** family to recover the **Insured Person** and also offer a reward as specified in the **Policy** schedule for information leading to the recovery of the **Insured Person** provided that the **Insured Person** is alive at the time of recovery. The payment of this benefit is subject to verification and confirmation by the police that a ransom has been

demanded by the kidnappers for the return of the **Insured Person**. Where no demand of ransom has been made, the **Company** has absolute discretion whether or not to make any payment under this benefit.

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

#### K. Ambulance Fee

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

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not cover ambulance fees incurred for transport to and/or from the hospital due to food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of illness or diseases.

#### L. Funeral Expenses

The **Company** will pay the **Insured Person's** legal representative the relevant lump sum amount specified in the **Policy** schedule for this benefit in the event of death of the **Insured Person** due to an **Accident**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not cover death due to food and drink poisoning, Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya and any other form of illness or diseases.

#### M. Bereavement Allowance

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

#### N. Personal Liability

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

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

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

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in relation to a claim against the **Insured Person**, to which the indemnity expressed under this benefit applies.

Notwithstanding the above, this Benefit N (Personal Liability) does not cover any **Injury** or **Permanent Disablement** directly or indirectly caused by or in connection with any of the following:

- Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement;
- Liability in respect of Injury to any person who at the time of sustaining such Injury is engaged in the service of the Insured Person or for compensation claimed from the Insured Person by an injured person or dependent under any workmen's compensation legislation;
- Liability in respect of Injury to any person who is a member of the Insured Person's own family or a member of the Insured Person's household;
- Liability in respect of damage to property belonging to or in the charge or under the control of the Insured Person or of any servant or agent of the Insured Person;
- 5. Liability in respect of **Injury** or damage caused by or in connection with or arising from:
  - (a) The ownership or possession or use by or on behalf of the Insured Person of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
  - (b) The ownership or possession or use by or on behalf of the Insured Person of any land or building;
  - (c) Any employment, profession or business of the **Insured Person** or anything done in connection therewith or for the purpose thereof.

For the avoidance of doubt, this benefit does not cover any costs or expenses incurred by the **Insured Person** if the **Insured Person** shall become legally liable to pay third parties in respect of death directly or indirectly caused by an **Injury** to such third parties.

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

#### O. Renewal Bonus

Upon renewal of this **Policy**, provided such renewal is continuous and the **Policy** has not lapsed in any given year, a renewal bonus shall be applicable in the form of an increase in the **Insured Person's Principal Sum Insured** as follows:

- (a) An increase of twenty percent (20%) per year up to a maximum of one hundred percent (100%) for **Insured Persons** between the ages of thirty (30) days and forty (40) years; or
- (b) An increase of ten percent (10%) per year up to a maximum of one hundred percent (100%) for **Insured Persons** aged forty-one (41) years and above.

Subject to the provisions of this **Policy**, the 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 Benefits A (Death), B (**Permanent Disablement**), C (Double Indemnity) or Optional Benefit 2 (Double Indemnity in the event of **Motor Vehicle Accident**).

In the event of a claim having been made under Benefit B (**Permanent Disablement**), Benefit C (Double Indemnity) or Optional Benefit 2 (Double Indemnity in the event of **Motor Vehicle Accident**) of this **Policy**, computations for future renewal bonus will begin anew from the next renewal date of this **Policy**.

#### P. Mobility Expenses

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

#### **Q. Repatriation Expenses**

The **Company** will reimburse the **Insured Person's** legal representative the actual expenses incurred up to the amount specified in the **Policy** schedule for repatriation expenses incurred in sending or transporting the **Insured Person's** mortal remains back to the **Insured Person's** home country if the **Insured Person's** death is due to an **Accident** whilst travelling outside the **Insured Person's** home country.

#### R. Miscarriage Due To Accident

The **Company** will pay the **Insured Person** the amount specified in the **Policy** schedule in the event the **Insured Person** suffers a miscarriage as a result of an **Accident**.

#### S. Compassionate Care

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

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

(b) In the event that the Insured Person gives birth to a baby or babies with birth defects caused by the Zika Virus as certified by a Medical Practitioner, the Company will pay a lump sum amount as specified in the Policy schedule to the Insured Person.

#### T. 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 **Policy** schedule as compensation to the **Insured Person** subject to a police report being lodged. The police report is to be made within twenty-four (24) hours of the **Snatch Theft or Attempted Snatch Theft**.

### Part 2 – Optional Benefits

#### 1. Weekly Benefit

If the **Insured Person** is temporarily unable to engage in or attend to the **Insured Person's** profession or occupation due to **Injury** as

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certified by a **Medical Practitioner**, the **Company** will pay the **Insured Person** the amount specified under Weekly Benefit as provided in the **Policy** schedule up to a period of fifty-two (52) weeks, effective from the date of confirmation of such temporary disablement by a **Medical Practitioner**.

This benefit is payable to the **Insured Person** provided that the **Insured Person** has not made any claims under **Permanent Disablement**.

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

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

#### 2. Double Indemnity In The Event Of Motor Vehicle Accident

In the event of:

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

arising from a **Motor Vehicle Accident**, whether as a pedestrian, passenger, pillion or driver/rider, the **Principal Sum Insured** payable under the relevant death or **Permanent Disablement** benefit together with renewal bonus, if any shall be doubled.

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

#### 3. Lifestyle And Living Benefits

#### (i) 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 **Policy** 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**.

#### (ii) Online Purchase Protection

- (a) The Company will compensate the purchase price incurred by the Insured Person up to the amount specified in the Policy schedule for either:
  - 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

(ii) In the event **Purchased Goods** were not delivered to, lost or not received by the **Insured Person** provided that:

- The Purchased Goods were made through a valid website/application;
- (2) The Purchased Goods were not delivered for more than fourteen (14) days from the date of the scheduled delivery;
- (3) 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
- (4) The seller of the **Purchased Goods** refuses to refund, replace or compensate the **Insured Person**.
- (b) This benefit is limited to two (2) claims during the **Period of Insurance**.
- (c) The **Company** will not pay for:
  - 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;
  - (ii) Any financial loss if there is failure to provide proof of the non-delivery of **Purchased Goods**;
  - (iii) Non-delivery of **Purchased Goods** due to incorrect address provided by the **Insured Person**;
  - (iv) Any tax, insurance cost and surcharge in relation to the delivery;
  - (v) Any loss incurred due to any illegal or unlawful act by the **Insured Person** or confiscation, detention, destruction by customs or other authorities;
  - (vi) Any consequential loss not specified in the **Policy**; and
  - (vii) Any purchase of goods made through any social media platform.

#### (iii) 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 Accident** up to the amount specified in the **Policy** 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 amounts payable under this benefit is under his/her personal name; and
- (b) The Insured Person or the legal representative making the claim to the Company must submit a copy of the latest statement as at the Date of Accident of the Insured Person's credit card, hire-purchase, mortgage or personal loan, as the case may be, to the Company.

#### (iv) Loss Of Sports Equipment

- (a) In the event of loss to the **Insured Person's Sports Equipment** as a consequence of:
  - (i) Forcible and violent breaking-in or out of a premises; or
  - (ii) Snatch Theft or Attempted Snatch Theft; or
  - (iii) 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 **Policy** schedule provided always a police report is lodged within twenty-four (24) hours of occurrence of the incident.

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- (b) The **Company** will not pay for:
  - (i) Loss of hired or leased equipment; and
  - (ii) Sports attire and shoes.
- (c) This benefit is limited to two (2) claims during the Period of Insurance.

#### (v) Missed Event

In the event that Benefit H (Hospital Income) is payable under this **Policy**, the **Company** will reimburse the cost of nonrefundable tickets and/or registration fees, up to the amount specified in the **Policy** 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 for 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.

#### (vi) Nursing Care

In the event an Accident during the Period of Insurance results in an Injury and the Insured Person requires nursing care following the Insured Person's discharge from the hospital, the Company will reimburse the cost of the nursing care up to the amount specified in the Policy 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.

#### (vii) Lifestyle Modification Expenses

In the event fifty percent (50%) or more of the **Principal Sum Insured** is payable under Benefit B (**Permanent Disablement**) according to the percentage of the **Principal Sum Insured** as stated in Table 1 – Scale of Compensation 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 **Policy** schedule provided that the said modifications are required and essential for the purpose of enabling 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 Accident**.

#### (viii) Rehabilitation Expenses

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

- (b) For the purpose of this **Policy**, rehabilitation expenses include:
  - (i) Physical therapy, occupational therapy, speech therapy, respiratory therapy, cognitive rehabilitation; and/or
  - (ii) Post-traumatic counselling for:
    - (1) The Insured Person; and
    - (2) One (1) family member or one (1) companion of the **Insured Person**, provided always that the **Company** will only reimburse the costs for up to two (2) counselling sessions for these individuals.
- (c) This benefit is payable subject to the following:
  - (i) The consultation/therapy sessions are prescribed in writing by the attending Medical Practitioner and held in Malaysia; and
  - (ii) The first (1st) therapy/counselling session with the Medical Practitioner, therapist or alternative medicine practitioner occurs within ninety (90) days following the Insured Person's hospital discharge.

#### (ix) 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 the **Insured Person's** home up to the amount specified in the **Policy** schedule provided that such services of a housekeeper is acquired within seven (7) days from the date of the **Insured Person's** hospital discharge.

#### 4. 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 the **Insured Person** the relevant costs up to the amount specified in the **Policy** 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 **Policy** 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 **Policy** 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 **Policy** 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.

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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 the sublimit 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 **Policy** schedule. Claim(s) under this benefit which is lesser than the amount specified in the **Policy** schedule, if having been paid, shall reduce the coverage by that amount from the **Date of 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 4(a) (Injury to the Insured Person) or Benefit 4(b) (Death of Sponsor), the Company shall not pay a subsequent claim for the fee for the same semester; and
- (iii) Benefit 4(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 fulfilment of the terms and conditions of this **Policy** insofar as they relate to anything to be done or not to be done by the **Policyholder** or **Insured Person** or his/her legal representative shall be conditions precedent to any liability of the **Company** under this **Policy**.

#### 2. Notice

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

#### 3. Misstatement Or Omission Of Material Fact

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

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

#### 4. Eligibility

(a) This Policy covers individuals who are:

- (i) Malaysians;
- (ii) Malaysian permanent residents;

- (iii) Work permit holders;
- (iv) Student pass holders; or
- (v) Individuals otherwise legally employed in Malaysia or legally residing in Malaysia;

aged from thirty (30) days up to the age of sixty-five (65) years, and their respective **Dependants** who are legally residing in Malaysia are eligible to be covered under this **Policy**.

- (b) The Insured Person's coverage is renewable up to the age of eighty (80) years. Where the Insured Person opts for Optional Benefit 3 (Lifestyle and living Benefits) and Optional Benefit 4 (Study Interruption), these benefits are renewable up to the age of sixty-five (65) years only for the Insured Person and up to twenty-four (24) years only for the Insured Person's dependant child.
- (c) Where this **Policy** is purchased by a corporate body:
  - (i) The insurance coverage shall only be extended to the Policyholder's employees; and
  - (ii) The minimum age of the employee to be covered shall be sixteen (16) years old.

#### 5. Change Of Address Or Particulars

The **Insured Person** shall give immediate notice to the **Company** of any change in his/her name, residence, business or occupation.

#### 6. Residing Overseas

Only death and **Permanent Disablement** benefits will be payable should the **Insured Person** reside outside of Malaysia for more than ninety (90) consecutive days. This condition is not applicable to Optional Benefit 3 (Lifestyle and Living Benefits) and Optional Benefit 4 (Study Interruption).

#### 7. Alterations

The **Company** reserves the right to amend the terms and conditions of this **Policy** and such alteration to this **Policy** shall only be valid if authorised in writing by the **Company** and endorsed hereon. The **Company** shall give thirty (30) days prior written notice to the **Insured Person** according to the last recorded address before any alteration is to take effect. Any alteration shall take effect from the next renewal of this **Policy**.

#### 8. Claims

#### (a) Notice of Claim

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

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

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

#### (b) Proof of Loss

Written proof of loss, including but not limited to medical reports, original receipts, police report and such other proof as required to support the nature of claim, must be furnished to the **Company** within ninety (90) days from the **Date of Loss/ Accident**.

Failure to furnish such proof within the time required shall not

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invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

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

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

#### 9. Premium Payment

(a) Where this Policy is issued to cover an individual Policyholder, the following shall apply:

#### **Cash Before Cover**

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

#### (b) Where this Policy is issued to a Corporate Body, the following shall apply:

#### **Premium Warranty**

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

#### **10. Policy Renewal**

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

#### 11. Automatic Renewal (For Individual Policy Only)

In the event the **Insured Person** under a **Policy** issued to an individual **Policyholder** opts for automatic renewal, subject to the terms and conditions of this **Policy** and payment of premium due, the **Insured Person's** coverage shall be renewed on each **Policy** anniversary upon expiry unless this **Policy** is terminated pursuant to Condition 12 (Termination of Insurance).

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

#### **12. Termination Of Insurance**

(a) Termination by the Policyholder or Insured Person

#### (i) Where this Policy is issued to an individual Policyholder

Where this **Policy** is issued to an individual **Policyholder**, if the **Policyholder** gives notice to the **Company** to terminate this **Policy** or the individual coverage of an **Insured Person** under this **Policy**, such termination shall become effective on the date the notice is received by the **Company** from the **Policyholder** or on the date specified in such notice, whichever is the later.

In the event premium has been paid for any period beyond the date of termination of this **Policy** or the individual coverage of an **Insured Person**, as the case may be, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting and the relevant premium shall be refunded accordingly to the **Policyholder**.

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

Where the **Policyholder** is a corporate body purchasing this **Policy** to provide insurance coverage for its employees and the **Policyholder** gives notice to the **Company** to terminate this **Policy** or an **Insured Person's** coverage under this **Policy**, such termination shall become effective on the date the notice is received by the **Company** from the **Policyholder** or on the date specified in such notice, whichever is the later.

Where this **Policy** is terminated, all subsisting individual coverage of **Insured Persons** shall also cease to be in-force as of the date of termination of this **Policy**. In the event premium has been paid for any period beyond the date of termination of this **Policy** or the individual coverage of an **Insured Person**, as the case may be, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting and the relevant premium shall be refunded accordingly to the **Policyholder**.

# (iii) Where this Policy is issued to cover Multiple Insured Persons (not employees)

Where this **Policy** is issued as a group policy to cover multiple **Insured Persons** (who are not employees of 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 later. Notwithstanding the termination of this **Policy**, the individual coverage of the **Insured Person** subsisting at the date of termination of this **Policy** shall continue to be in force until the expiry of the **Period of Insurance** as stated in the certificate of insurance and the premium paid for such coverage shall not be refunded.

If an **Insured Person** covered under a group policy gives notice to the **Company** to terminate his/her individual coverage under this **Policy**, such termination shall become effective on the date the notice is received by the **Company** from the **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 the individual coverage of an **Insured Person**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting and the relevant premium shall be refunded accordingly to the **Insured Person**.

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#### Short Period Rates:

| Period of Insurance<br>(Not Exceeding) | Percentage (%) of<br>Annual Premium to be<br>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** or any individual coverage under 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 maybe, at their respective last known correspondence address in Malaysia. Such termination shall become effective thirty (30) days following the date of such notice.

In the event premium has been paid for any period beyond the date of termination of this **Policy** or the individual coverage of an **Insured Person** under this **Policy**, as the case may be, the pro-rata premium shall be refunded to the **Policyholder** or the **Insured Person** (where the **Policy** is issued to cover multiple **Insured Persons** who are not employees of the **Policyholder**), as the case may be, provided that no claim has been made during the **Period of Insurance** then subsisting and such refund is not prohibited by any law.

#### (c) Automatic Termination

- (i) This **Policy** shall lapse/terminate upon occurrence of any of the following:
  - At mid-night (standard Malaysian time) on the last day of the Period of Insurance even if the Insured Person attains the age of eighty (80) years, or nineteen (19) years or twenty-five (25) years when the Insured Person is a Dependant, as the case may be, anytime during the Period of Insurance; or
  - (2) Upon death of the Policyholder who is an individual; or
  - (3) If any premium on this **Policy** remains unpaid on or before each automatic renewal (where applicable) of this **Policy**; or
  - (4) If any premium on this **Policy** remains unpaid after sixty (60) days from the inception date of the **Period** of Insurance, pursuant to Condition 9 (b) (Premium Payment).
- (ii) In the event an Insured Person who is not the Policyholder on record suffers death anytime during the Period of Insurance, the coverage of such Insured Person shall cease upon his or her death. Notwithstanding this, the Policy shall continue to subsist and the coverage of the remaining Insured Persons, if any, shall continue to be in effect.

#### **13. Currency And Exchange Rates**

All premiums shall be paid in Malaysian Ringgit. In the event that the **Insured Person** shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the **Company** shall indemnify the **Insured Person** or his/her legal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date of the claim settlement.

#### 14. 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**.

#### 15. Receipts

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

#### 16. Terrorism

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

For the purpose of this clause:

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

#### 17. Duty Of Disclosure

#### (a) Consumer Insurance Contract

Pursuant to Paragraph 5 of schedule 9 of the Financial Services Act 2013, if the **Policyholder** and/or **Insured Person** had applied for this Insurance wholly for purposes unrelated to the **Policyholder's** and **Insured Person's trade**, **business or profession**, the **Policyholder** and **Insured Person** had a duty to take reasonable care not to make a misrepresentation in

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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 **Insured Person** know to be relevant to the **Company's** decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.** 

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

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

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

#### 18. Consent To Use Personal Data

- (a) The Policyholder and/or Insured Person represents and warrants that if it submits information relating to the Insured Persons or other individuals to the Company, that it has the authority to provide information relating to such Insured Persons or other individuals, that it has informed the Insured Person or other individuals about the purposes for which his/ her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the Policyholder, Insured Person or other individuals agree and consent that the Company may collect, use, disclose and process the personal information (whether obtained during the application process or administration of this Policy) in accordance with the Company's Privacy Notice as published from time to time at allianz.com.my.
- (b) General Data Protection Regulation ("GDPR") If any Insured Person wishes to exercise their GDPR rights, the Policyholder shall inform the Insured Person to write to the Company at privacy@allianz.com.my in order for the Company to assess and comply with the EU Privacy Law – GDPR.

#### 19. 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.

#### 20. Sanction Limitation And Exclusion Clause

No insurer/coinsurer shall be deemed to provide cover and no insurer/coinsurer 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/coinsurer to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Part 4 - Insuring Clauses

Subject to the terms, exclusions and conditions contained in this **Policy**, the cover as provided under this **Policy** shall be extended to cover the **Insured Person** for the circumstances provided hereinafter:

#### 1. Motorcycling Risk

Death, **Permanent Disablement** or **Injury** whilst riding a motorcycle (whether as rider or pillion) for private or business purposes, provided always that the **Company** shall not be liable for any claim arising out of racing, pace making or participation in any speed contests reliability or other trials.

#### 2. Strike Riot And Civil Commotion

Death, **Permanent Disablement**, **Injury** or any other loss covered under this **Policy** directly or indirectly caused by labour disturbances, riots or civil commotions or any persons of malicious intent acting on behalf of or in connection with any political organization, provided always that this extension shall not apply whilst the **Insured Person** is taking part in any disturbance of public peace.

#### 3. Hijacking

Death, **Permanent Disablement** or **Injury** sustained as a direct result of unlawful seizure or wrongful exercise of control of an aircraft vessel or public conveyance.

#### 4. Unprovoked Murder And Assault

Death, **Permanent Disablement** or **Injury** arising from unprovoked murder or attempted murder or physical assault.

#### 5. Suffocation Through Smoke, Fumes And Poisonous Gas

Death or **Injury** arising from accidental suffocation through smoke, fumes and poisonous gas.

#### 6. Hunting And Mountaineering

Death, **Permanent Disablement** or **Injury** whilst engaged in hunting (except big game hunting) or mountaineering (without use of ropes or guides) for leisure purpose only.

#### 7. Intoxication By Drugs Or Alcohol

Death, **Permanent Disablement** or **Injury** arising from intoxication by drugs or alcohol. For this purpose, all such drugs must be prescribed by a qualified registered **Medical Practitioner** and the alcohol concentration in the blood, breath or urine of the **Insured Person** must not exceed the legal limits.

#### 8. Flood, Windstorm And Earthquake

Death, **Permanent Disablement** or **Injury** or any other loss covered under this **Policy** caused as a result of flood, hurricane, cyclone, typhoon, windstorm, earthquake, volcanic, eruption or other convulsion of nature.

#### 9. Poisonous Food Or Drink

Death or medical treatment arising from food or drink poisoning.

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#### **10. Water Sports**

Death, **Permanent Disablement** or **Injury** arising whilst the **Insured Person** is taking part in the following water sports activities: water skiing, yachting, surfing and snorkelling as an amateur.

#### 11. Underwater Activities/Scuba Diving (Up To 50 Metres)

Death, **Permanent Disablement** or **Injury** whilst engaged in underwater activities involving the use of breathing apparatus/scuba diving (up to 50 metres).

#### 12. Polo Playing And Bungee Jumping

Death, **Permanent Disablement** or **Injury** whilst engaged in polo playing and bungee jumping.

#### 13. Amateur Sports (Except Martial Arts And Boxing)

Death, **Permanent Disablement** or **Injury** arising whilst the **Insured Person** is engaged in indoor or outdoor sport as an amateur except martial arts and boxing.

#### 14. Accidental Drowning Or Near Drowning

Death, **Permanent Disablement** or **Injury** arising from accidental drowning or accidental near drowning.

#### 15. Insect, Snake And Animal Bites

Death, **Permanent Disablement** or **Injury** arising from harmful insect, snake and other animal bites excluding death or **Permanent Disablement** or **Injury** arising from disease or illness caused by parasites, bacteria or viruses carried by such insects, snakes and animal.

### Part 5 - Exclusions

This **Policy** does not cover death or any **Injury** or **Permanent Disablement** or other covered losses directly or indirectly caused by or in connection with any of the following unless otherwise expressly stated:

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power mutiny, or popular uprising, strike, riot or civil commotion;
- Insanity, suicide or any attempt thereat, or intentional self-inflicted injuries;
- Intoxication beyond the legal limit related to the driving offence and/or under the influence of illegal drugs;
- 4. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV). However, the named diseases specifically mentioned under Benefits D (Medical Expenses) and Benefit F (Blood Transfusion) may be covered under specific circumstances as detailed therein;
- Childbirth, miscarriage or any complications to a pregnancy, unless caused solely and directly by an Accident;
- 6. Provoked murder or assault;
- While travelling in an aircraft licensed for passenger service as a member of the crew, unless this **Policy** is issued to a **Policyholder** on an individual basis, and not as a group policy;
- 8. While committing or attempting to commit any unlawful act;

- While participating in any professional sports, unless this Policy is issued to a Policyholder on an individual basis, and not as a group policy;
- Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) meters in depth, mountaineering involving the use of ropes or mechanical guides;
- 11. Racing (other than on foot), pace-making, speed or reliability trials;
- 12. Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
- Riding/driving without a valid driving license (NOTE: this will not apply to **Insured Persons** with an expired license but who is not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws).

### Part 6 – Definitions

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

**Alternative Medicine** means alternative medical treatment which is carried out by an alternative medical practitioner.

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

**Company** means Allianz General Insurance Company (Malaysia) Berhad (Company No. 200601015674 (735426-V)).

**Date Of Loss/Accident** means the day when any **Injury** and other covered incident(s) occur; is inflicted on; and/or contracted by the **Insured Person**.

**Dependant** means one (1) legal spouse of the **Insured Person** up to the age of sixty-five (65) and the **Insured Person's** unmarried child/children over thirty (30) days but under eighteen (18) years or under twenty-four (24) years if the child is still a full-time student at a higher education institution and who is not gainfully employed.

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

Family Member(S) means Insured Person's legal spouse, parents, parents-in-law, grandparents, children, grandchildren, siblings and legally adopted child/children, all residing in Malaysia.

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

Immediate Family Member means the 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 (unless expressly provided for in this **Policy**) or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

**Insured Person** means person(s) named or described in the **Policy** schedule.

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

**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 **Policy** schedule or the certificate of insurance, as the case may be, subject to the terms, conditions and exclusions in this **Policy**.

**Permanent Disablement** means the conditions which are described under item B of Part 1 - Benefits, under Table 1 - Scale of Compensation.

**Policy** means this policy document, the **Policy** schedule/certificate of insurance where coverage details including the relevant particulars of the **Policyholder** and **Insured Person(s)** are stated, and all endorsements attached to this **Policy**.

**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 death or Permanent Disablement

#### **Checklist On The Required Supporting Documents Of Claims**

Sum Insured according to the type of plan purchased.

Public Transport Services means any licensed bus, taxi or a Scheduled Carrier which any member of the public has access to use as a farepaying passenger.

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

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

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

**Snatch Theft Or Attempted Snatch Theft** means the act of forcefully stealing or attempt thereof, from an **Insured Person**. For the purpose of this **Policy**, **Snatch Theft or Attempted Snatch Theft** includes coverage for robbery or attempted robbery and snatch grab – a situation where the **Insured Person's** possessions are grabbed, or are attempted to be grabbed, from the **Insured Person**.

**Sports Equipment** means equipment required for engaging in a sport activity such as rackets, golf club or balls and other similar items.

| Section    | Benefit   | Action/Document(s) Required   |  |
|------------|---|---|--|
| All        | All Claims  | 1. Completed Allianz e-Payment Form.  |  |
| Part 1 (A) | Death   | 1. Medical report or death certificate;   |  |
| Part 1 (L) | Funeral Expenses  | <ol> <li>Post-mortem report, if any;</li> <li>Driving license and police report if involved motor vehicle accident.</li> </ol>  |  |
| Part 1 (B) | Permanent Disablement                                   | <ol> <li>Medical report;</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Doctor's report verifying the permanent disablement.</li> </ol>  |  |
| Part 1 (C) | Double Indemnity  | <ol> <li>All documents required for death or permanent disablement claims;</li> <li>Ticket or documents indicating travel details;</li> <li>Police report.</li> </ol>   |  |
| Part 1 (D) | Medical Expenses  | _   |  |
| Part 1 (E) | Alternative Medicine                                    |   |  |
| Part 1 (F) | Blood Transfusion                                       | <ol> <li>Medical report from the attending medical practitioner;</li> <li>Original medical bills/receipts;</li> <li>Hospital admission/discharge note or summary;</li> <li>Driving licence and police report if involved motor vehicle accident.</li> </ol> |  |
| Part 1 (G) | Dental Correction and/or Corrective<br>Cosmetic Surgery |   |  |
| Part 1 (I) | Permanent Impotency or Infertility                      |   |  |
| Part 1 (K) | Ambulance Fee   |   |  |
| Part 1 (M) | Bereavement Allowance                                   |   |  |
| Part 1 (R) | Miscarriage due to Accident                             |   |  |
| Part 1 (H) | Hospital Income   | <ol> <li>Hospital admission/discharge note or summary;</li> <li>Driving license and police report if involved motor vehicle accident.</li> </ol>  |  |
| Part 1 (J) | Kidnap  | 1. Police report and investigation report.  |  |
| Part 1 (N) | Personal Liability                                      | 1. All correspondence/documents from the third party.   |  |

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| Part 1 (P)        | Mobility Expenses  | <ol> <li>Medical report;</li> <li>Photograph(s) of the injury/loss or limb(s);</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Original receipts for amount claimed for medical equipment.</li> </ol>   |
|-------------------|--|---|
| Part 1 (Q)        | Repatriation Expenses                                      | <ol> <li>Death certificate;</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Embalming certificate;</li> <li>Authorisation/permit for repatriation of mortal remains;</li> <li>Original receipts for amount claimed for repatriation of mortal remains.</li> </ol>   |
| Part 1 (S)        | Compassionate Care   | <ol> <li>Hospital admission/discharge note or summary;</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Original bill and receipt for expenses incurred for travelling and accommodation;</li> <li>Proof of relationship (e.g., birth certificate).</li> </ol>   |
| Part 1 (T)        | Snatch Theft or Attempted Snatch<br>Theft                  | 1. Police report.   |
| Part 2 (1)        | Weekly Benefit   | <ol> <li>Medical report;</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Copy of medical leave certificate.</li> </ol>  |
| Part 2 (2)        | Double Indemnity in the event of Motor<br>Vehicle Accident | 1. All documents required for death or permanent disablement claims.  |
| Part 2 (3) (i)    | Smart Device Protection                                    | 1. Police report;   |
| Part 2 (3) (iv)   | Loss of Sports Equipment                                   | <ol> <li>Photographs of the damaged device;</li> <li>Original receipts for the items claimed. If not available, provide description of iten<br/>with the purchase date and price.</li> </ol>  |
| Part 2 (3) (ii)   | Online Purchase Protection                                 | <ol> <li>Police report;</li> <li>Proof of purchase/proof of financial loss;</li> <li>Proof of non-delivery of purchased goods;</li> <li>Evidence of having contacted the seller/e-merchant;</li> <li>Evidence that the purchased goods were lost, and no compensation received from the relevant parties.</li> </ol>  |
| Part 2 (3) (iii)  | Credit Card and Loan Indemnity                             | <ol> <li>Medical report;</li> <li>Hospital admission/discharge note or summary;</li> <li>Credit card/loan statement;</li> <li>Driving license and police report if invloved motor vehicle accident;</li> <li>Copy of report from relevant authority.</li> </ol>   |
| Part 2 (3) (v)    | Missed Event   | <ol> <li>Medical report;</li> <li>Driving license and police report if involved in motor vehicle accident;</li> <li>Hospital admission/discharge note or summary;</li> <li>Original receipt/bills;</li> <li>Original ticket/booking slip/confirmation.</li> </ol>   |
| Part 2 (3) (vi)   | Nursing Care   | <ol> <li>Hospital admission/discharge note or summary containing date of admission/<br/>discharge;</li> <li>Treating medical practitioner's written advice on the need of nursing care.</li> </ol>  |
| Part 2 (3) (viii) | Rehabilitation Expenses                                    | <ol> <li>Treating medical practitioner's written advice on the need of consultation/<br/>therapy session.</li> </ol>  |
| Part 2 (3) (vii)  | Lifestyle Modification Expenses                            | <ol> <li>Medical report;</li> <li>Driving license and police report if involved in motor vehicle accident;</li> <li>Original receipt/bills;</li> <li>Photographs before and after modification.</li> </ol>  |
| Part 2 (3) (ix)   | Housekeeping Services                                      | <ol> <li>Hospital admission/discharge note or summary;</li> <li>Original receipts for amount claimed for housekeeping.</li> </ol>   |
| Part 2 (4)        | Study Interruption   | <ol> <li>Medical report and/or death certificate;</li> <li>Driving license and police report if involved in motor vehicle accident;</li> <li>Original invoice/receipt/bills;</li> <li>Proof of relationship (e.g., marriage certificate, birth certificate);</li> <li>Hospital admission/discharge note or summary;</li> <li>Letter from the educational institution for verification of student status.</li> </ol> |

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

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

### 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 🛛 🗗 🖸 Allianz Malaysia 🛛 🔯 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.

**C** 03 2272 2811 **C** 03 2272 1577

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enquiry@ofs.org.my () ww

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 Centre on the types of complaints handled by the OFS or BNM before submitting your complaint.

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### 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