

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

# Allianz Student PA

**Policy** 



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

#### **Table 1 - Schedule of Benefits**

Paradita	Sum Insured (RM)		
Benefits	Plan 1	Plan 2	Plan 3
Death	15,000	30,000	50,000
Permanent Disablement (up to)	50,000	50,000	50,000
Accidental Death on Public Transport	10,000	20,000	25,000
Medical Expenses (up to)	2,000	3,000	4,000
Alternative Medicine (up to)	RM25 per visit, up to maximum RM250 of the Medical Expenses limit.	RM25 per visit, up to maximum RM250 of the Medical Expenses limit.	RM25 per visit, up to maximum RM250 of the Medical Expenses limit.
Bereavement Allowance (lump sum)	15,000	15,000	15,000
Funeral Expenses (lump sum)	2,000	2,000	3,000
Hospital Income (per day/max. 60 days)	50	50	100
Travel Expenses	RM10 per day up to maximum RM500	RM10 per day up to maximum RM500	RM10 per day up to maximum RM500
Dental Treatment (up to)	200	500	500
Education Allowance (lump sum)	10,000	20,000	40,000
Kidnap (lump sum)	RM1,000 for expenses and RM5,000 for reward	RM2,000 for expenses and RM10,000 for reward	RM2,000 for expenses and RM10,000 for reward
Ambulance Fee (up to)	Not Available	RM50 for Government Hospital and RM100 for Private Hospital	RM50 for Government Hospital and RM100 for Private Hospital
Double Indemnity (while in school premises)	30,000	60,000	100,000
Lifestyle Modification Expenses (up to)	1,000	2,500	5,000
Compassionate Allowance (lump sum)	200	500	1,000



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## Allianz Student Personal Accident Policy

WHEREAS the Policyholder or Insured Person described in the Policy schedule by a proposal or declaration, which shall be the basis of this contract, has applied to Allianz General Insurance Company (Malaysia) Berhad (Company No. 20061015674 (735426-V)) (hereinafter called the "Company") for the insurance hereinafter contained and the Policyholder or the Insured Person, as the case may be, has paid or has agreed to pay to the Company the premium stated in the Policy schedule as 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 purpose 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 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, Insured Person or Insured Person's Parent as the case maybe, the sum(s) of money specified in the Policy schedule subject to the terms and conditions of this Policy.

#### Part 1 - Benefits

The following benefits are payable up to the applicable **Sum Insured** specified in the **Policy** schedule per event/**Accident** (unless otherwise specified) according to the **Insured Person's** plan and subject to the terms 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 Sum Insured as stated in Table 2 - Scale of Compensation.

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

In the event of an Accident during the Period of Insurance causing an Injury resulting in Permanent Disablement to the Insured Person occurring within twelve (12) calendar months from the Date of Accident, the Company shall pay the Permanent Disablement benefit according to the percentage of the Sum Insured as stated in Table 2 - Scale of Compensation.

Table 2 – Scale of Compensation

Description of Loss	Percentage (%) of Sum Insured
Death	100%
Permanent Disablement:	
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Loss of sight of both eyes	100%
Total paralysis from neck down	100%
Total insanity	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	Loss of arm at elbow	
Loss of arm between e	lbow 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%
Lye. Loss of	sight of except perception of light	50%
Loss of four fingers an	d thumb of one hand	50%
Loss of four fingers		40%
	both phalanges	30%
Loss of thumb	one phalanx	15%
	three phalanges	15%
Loss of index finger	two phalanges	10%
	one phalanx	5%
	three phalanges	8%
Loss of middle finger	two phalanges	5%
	one phalanx	3%
	three phalanges	6%
Loss of ring finger	two phalanges	5%
2000 01 11119 1111901	one phalanx	3%
	three phalanges	5%
Loss of little finger	two phalanges	4%
2000 of tittle filliger	one phalanx	3%
	first or second	370
Loss of metacarpals	(additional)	4%
	third, fourth or fifth (additional)	3%
	all	20%
	great toe, both phalanges	8%
Loss of toes	great toe, one phalanx	3%
	other than great toe, if more than one toe lost, each	2%
Permanent loss of hearing in both ears and speech		100%
l and of hos divi	both ears	75%
Loss of 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%
-	more than 4"	12.5%



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Shortening of leg	more than 1" up to 2"	5%
	more than 2" up to 4"	10%
	more than 4"	25%

- (i) Where the Injury is not specified, the Company reserves the right to adopt an appropriate percentage of the Sum Insured for the disablement which, in its opinion, is not inconsistent with the provisions of the Scale of Compensation.
- (ii) Permanent total loss of use of a body part shall be treated as loss of the part of the body.
- (iii) \*Loss of Speech shall mean total permanent inability to communicate verbally.
- (iv) The aggregate of all percentages payable under Table 2 Scale of Compensation in respect of all Accidents during the Period of Insurance shall not exceed one hundred percent (100%) of the Sum Insured.
- (v) 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.
- (vi) 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. Notwithstanding this, coverage for the remaining Insured Person(s) named in the Policy schedule, where applicable shall remain intact.

#### C. Accidental Death on Public Transport

In the event of the **Insured Person's** death due to an **Accident** occurring on a **Public Transport** while travelling:-

- (i) to or from School; or
- (ii) to or from attending official School activities; the Company will pay the Insured Person's Parent the amount specified in Table 1 - Schedule of Benefits according to the Insured Person's plan.

This benefit is payable in addition to payment made under Benefit A (Death).

#### D. Medical Expenses

The **Company** will reimburse the **Insured Person** up to the amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for medical expenses incurred due to an **Accident**. Medical expenses shall include expenses incurred for hospital (including room and board), clinical and medical and surgical treatments.

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.

#### E. Alternative Medicine

The **Company** will reimburse the **Insured Person** up to the limits specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for the cost of **Alternative Medicine** treatment incurred by the **Insured Person** as a result of an **Accident**. As the limit for this **Alternative Medicine** benefit is a sublimit of Benefit D (Medical Expenses), any reimbursement under this **Alternative Medicine** benefit is subject to the subsisting limit available under Benefit D, and similarly shall reduce the overall limit for Benefit D accordingly.

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. Bereavement Allowance

The **Company** will pay the **Insured Person's Parent** the amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan in the event of the **Insured Person's** death due to dengue.

#### G. Funeral Expenses

The **Company** will pay the **Insured Person's Parent** the relevant lump sum amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan in the event of the **Insured Person's** death due to an **Accident**.

#### H. Hospital Income

In the event the **Insured Person** requires **Hospitalisation** in a hospital located in Malaysia as a result of an **Accident**, the **Company** will pay the **Insured Person** a daily benefit as specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for the period of **Hospitalisation**, up to a maximum of sixty (60) 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 Accident**. Successive periods of **Hospitalisation** due to the same cause, shall be considered as one (1) **Accident**.

#### I. Travel Expenses

In the event the Insured Person requires Hospitalisation in a hospital located in Malaysia as a result of an Accident, the Company will pay the Insured Person's Parent a daily benefit for travel expenses incurred by the Parent, up to a maximum amount as specified in Table 1 - Schedule of Benefits according to the Insured Person's plan for the period of Hospitalisation.

#### J. Dental Treatment

The **Company** will reimburse the **Insured Person** up to the amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan in respect of expenses incurred by the **Insured Person** for dental treatment following injuries sustained as a result of an **Accident** and necessary follow-up treatment up to a maximum of fourteen (14) days following the initial treatment, provided that the initial dental treatment is sought within twenty four (24) hours of the **Date of Accident**.

#### K. Education Allowance

The **Company** will pay the **Insured Person** the relevant lump sum amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan if, due to an **Accident**, one (1) of the **Insured Person's Parent** suffers death or:

- (i) total paralysis (from neck down); or
- (ii) total insanity (verified by a Medical Practitioner); or
- (iii) any other Injury;

resulting in the **Parent** being permanently bedridden and unable to perform three (3) or more **Activities of Daily Living** which the **Parent** could normally carry out by himself/herself had such disablement not occurred.



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#### L. Kidnap

The Company will pay a lump sum amount as specified in Table 1 - Schedule of Benefits according to the Insured Person's plan for necessary expenses incurred by the Insured Person's Parent to recover and for information leading to the recovery of the Insured Person. The payment of this benefit is subject to verification and confirmation by the police that a ransom has been demanded by the kidnapper(s) 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 Insured Person's date of reported kidnapping to the police and the Company, having examined all evidence available, shall have no reason but to suppose in all probability that the Insured Person has died, the disappearance of the Insured Person shall be considered to constitute a death claim under this Policy and Benefit A (Death) shall be payable. 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.

#### M. Ambulance Fee

The **Company** will reimburse the **Insured Person** up to the amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for the necessary ambulance fees incurred by the **Insured Person** to travel to and/or from a hospital in Malaysia due to an **Accident**.

This reimbursement will not be made if the **Insured Person** does not require **Hospitalisation**.

#### N. Double Indemnity

In the event of:

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

arising due to an **Accident** occurring within the **Insured Person's School** premises, the **Sum Insured** payable under the relevant death or **Permanent Disablement** benefits will be doubled.

#### O. Lifestyle Modification Expenses

In the event fifty percent (50%) or more of the **Sum Insured** is payable under Benefit B (Permanent Disablement) according to the percentage of the **Sum Insured** as stated in Table 2 – Scale of Compensation of this **Policy**, the **Company** will reimburse the costs of modification including associated expenses to the:

- (i) Insured Person's Home; and/or
- (ii) Motor Vehicle belonging the Insured Person or any one of the Insured Person's Parent;

up to the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan 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; and
- (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**.

#### P. Compassionate Allowance

The **Company** will pay the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan in the event of an **Accident** resulting in the death of one (1) of the **Insured Person's Parent**.

This benefit is limited to one (1) claim only during the **Period of** 

#### Part 2 – General 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

This **Policy** covers individuals who are:

- (a) Malaysians; or
- (b) Malaysian permanent residents; or
- (c) Legally residing in Malaysia;

and who are full-time students attending **School** and are not gainfully employed, aged from two (2) years up to twenty one (21) years old.

#### 5. Alterations

The **Company** reserves the right to amend the terms and conditions of this **Policy** and such alterations to this **Policy** shall only be valid if authorised 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**.



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#### 6. Claims

#### (a) Notice Of Claims

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

Failure to furnish such proof within the time required shall not invalidate or 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 form 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**.

#### 7. Premium Payment

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

Where the premium payable is received by an authorized agent of the **Company** or the **Company**, the payment shall be deemed received by the **Company**.

#### 8. 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 is automatically cancelled, and the **Company** shall be entitled to the prorated premium for the period the **Company** was on risk for such **Insured Person**.

#### 9. Policy Renewal

The coverage under this **Policy** shall not in any event be renewable when the **Insured Person** attains the age of twenty one (21) years old.

#### 10. Termination Of Insurance

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

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. The individual coverage of the **Insured Person** under this **Policy** shall also cease to be in force as at 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**, the pro-rata premium for such period shall be refunded to the **Insured Person** provided that no claim has been made during the **Period of Insurance** then subsisting.

If the Insured Person or the Insured Person's Parent (where the Insured Person is below the age of eighteen (18)) 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 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 coverage of the Insured Person, the pro-rata premium for such period shall be refunded to the Insured Person provided that no claim has been made during the Period of Insurance then subsisting.

#### (b) Termination by the Company

In the event the **Company** terminates this **Policy** or any individual coverage under this **Policy**, as the case may be, pursuant to Condition 3 (Misstatement or Omission of Material Fact) or by order of regulatory or governmental authorities, the **Company** shall give its notice of termination by registered post to the **Policyholder** or **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 the **Insured Person**, as the case may be, the pro-rata premium for such period shall be refunded to the **Insured Person** provided that no claim has been made during the **Period of Insurance** then subsisting.

#### (c) Automatic Termination of Individual Coverage

The individual coverage of the **Insured Person** shall lapse/ terminate on the earlier of the following occurrences:

- at mid-night (standard Malaysian time) on the last day of the Period of Insurance even if the Insured Person attains the age of twenty-one (21) anytime during the Period of Insurance; or
- (ii) upon the death of the Insured Person; or
- (iii) if any premium on this **Policy** remains unpaid after sixty (60) days from the inception date of the **Period of Insurance**, pursuant to Condition 8 (Premium Warranty).

#### 11. Payment of Benefits

All benefits payable under this **Policy** shall be payable to the **Insured Person** or any one of the **Insured Person's Parent** (where the **Insured Person** is below the age of eighteen (18)), as the case may be.

#### 12. Currency and Exchange Rates

All premiums shall be paid in Malaysian Ringgit. In the event that the Insured Person shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the Company shall indemnify the



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**Insured Person** or his/her legal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date of the claim settlement.

#### 13. Applicable Law

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

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

#### 14. Receipts

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

#### 15. Territorial Limit

This **Policy** provides cover on a worldwide basis except where expressly stated otherwise.

#### 16. 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 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.

#### 17. 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.

#### 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 or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Part 3 - 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. Disappearance

In the event 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 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.



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#### 2. Exposure

Death, **Permanent Disablement** or **Injury** caused by exposure to the elements as a result of an **Accident**.

#### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. Unprovoked Murder And Assault

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

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

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

#### 8. Mountaineering

Death, **Permanent Disablement** or **Injury** whilst engaged in mountaineering (without use of ropes or guides) as part time or recreational purpose.

#### 9. 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).

#### 10. Accidental Drowning Or Near Drowning

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

#### 11. Poisonous Food Or Drink

Death, **Permanent Disablement** or medical treatment arising from food or drink poisoning.

#### Part 4 - 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, terrorist activities, 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;
- 2. Insanity (unless expressly provided for in this **Policy**), suicide or any attempt thereat, or intentional self-inflicted injuries;
- Intoxication beyond the legal limit in relation to any driving offence and/or when under the influence of illegal drugs;
- Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
- Childbirth, miscarriage or any complications to a pregnancy, unless caused solely and directly by an **Accident**;
- 6. Provoked murder or assault;
- 7. While committing or attempting to commit any unlawful act;
- 8. While participating in any professional sports;
- 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;
- 10. Racing (other than on foot), pace-making, speed or reliability trials;
- 11. Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
- 12. Riding/driving without a valid driving license (NOTE: this will not apply to the Insured Person 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 5 – 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**.

Activities of Daily Living means any of the following activities:

- (a) Transfer: Getting in and out of a chair without requiring physical assistance:
- (b) Mobility: The ability to move from room to room without requiring any physical assistance;
- (c) Continence: The ability to voluntarily control bowel and bladder functions to maintain personal hygiene;
- (d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance from another person;
- (e) Bathing/Washing: The ability to take a bath or shower (including getting in or out the both or shower) or wash by any other means; and
- (f) Eating: Physical ability to eat food and put food into mouth.

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

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

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

Home means Insured Person's usual place of residence 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.

**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 the 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.

**Parent** means the biological parent, legal adoptive parent or legal guardian of the **Insured Person**, as the case may be.

**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 2 - Scale of Compensation which have been verified by a **Medical Practitioner**.

**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 corporate body as described in the schedule to whom this **Policy** has been issued in respect of cover for the **Insured Person**.

**Public Transport** means any licensed bus, taxi or train which any member of the public has access to use as a fare-paying passenger.

**School** means any nursery, kindergarten, school, college, learning centre or other education institution registered under the Ministry of Education of Malaysia.

Sum Insured means the benefit amount according to the plan purchased.

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

Benefits	Document(s) Required	
All	1. Completed Allianz e-Payment Form.	
Death Accidental Death on Public Transport Funeral Expenses	1. Medical report or death certificate; 2. Post-morterm report (if any); 3. Driving license and police report if involves a motor vehicle accident.  1. Medical report; 2. Driving license and police report if involved motor vehicle accident; 3. Doctor's report verifying the permanent disablement.	
Permanent Disablement		
Medical Expenses		
Alternative Medicine	Modern Constitution Constitution	
Bereavement Allowance	Medical report from the attending medical practitioner;     Original medical bills/receipts;	
Travel Expenses	Hospital admission/discharge note or summary;     Driving licence and police report if involved motor vehicle accident.	
Dental Treatment	4. Driving licence and police report if involved motor vehicle accident.	
Ambulance Fee		
Hospital Income	<ol> <li>Hospital admission/discharge note or summary;</li> <li>Driving license and police report if involved motor vehicle accident.</li> </ol>	
Education Allowance	<ol> <li>Medical report or death certificate;</li> <li>Post-moterm report if any;</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Doctor's report verifying the permanent disablement;</li> <li>Proof of relationship (e.g., birth certificate).</li> </ol>	
Kidnap	Police report and investigation report.	
Double Indemnity	All documents required for death or permanent disablement claims.	
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 of before and after modification.</li> </ol>	
Compassionate Allowance	<ol> <li>Medical report or death certificate;</li> <li>Post-moterm report (if any);</li> <li>Driving license and police report if involved motor vehicle accident;</li> <li>Proof of relationship (e.g., birth certificate).</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.



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#### **Lodging of Complaints**

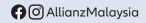
We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve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

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

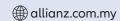
#### Write to:

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









#### **Avenues to Seek Redress**

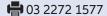
You may submit your complaint to the Ombudsman for Financial Services (OFS) if you are not satisfied with our final response or decision, in the event that your complaint is within the scope of the OFS as well as the following monetary thresholds:

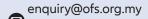
- (1) Insurance claims not exceeding RM250,000.00; and
- (2) Motor third party property damage claims not exceeding RM10,000.00.

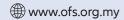
#### The OFS can be contacted at the following address:

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









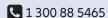
If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

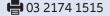
#### Write to (BNMTELELINK):

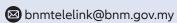
Pengarah, LINK & Pejabat BNM, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.

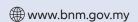
#### Walk-in (BNMLINK):

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









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 Ingurance Company (Malaysia) Porbad (2001) 200
Allianz General Insurance Company (Malaysia) Berhad (200601015674)  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