

Policy

PERLINDUNGANKU ALLIANZ4ALL

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WHEREAS the **Policyholder** or **Insured Person** described in the **Schedule**, by a proposal and declaration which shall be the basis of the contract and is deemed to be incorporated herein, has applied to **Allianz General Insurance Company (Malaysia) Berhad (Company No. 200601015674 (735426-V))** (hereinafter called the “**Company**”) for the insurance hereinafter contained and the **Insured Person** has paid or has agreed to pay to the **Company** the premium stated in the **Schedule** as consideration for the insurance for the period stated therein.

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** an **Accident**, which shall solely and independently of any other cause, result in the **Insured Person’s** death, or necessitate medical and/or **Hospital** treatment as hereinafter defined, the **Company** will, subject to the terms, exclusion, provisos and conditions of and endorsed on this **Policy**, pay to the **Policyholder** or the **Insured Person**, as the case may be, the sum or sums of money specified in the **Schedule** in accordance with the benefits herein.

PART 1 – BENEFITS

The following benefits are payable up to the **Sum Insured** as stated in Table 1 - Schedule of Benefits according to the **Insured Person’s** plan and subject to the terms and conditions of this **Policy**.

Table 1 – Schedule of Benefits

Benefits	Plan 1	Plan 2
	Sum Insured (RM)	
Death or Permanent Disablement	20,000	25,000
Hospital Income (up to maximum thirty (30) days per year)	50 per day	100 per day

A. DEATH OR PERMANENT DISABLEMENT

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

Table 2 - Scale of Benefits	Percentage (%) of Sum Insured
(i) Death	100%
(ii) 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 in the Insured Person being permanently bedridden	100%

Loss of arm at shoulder		100%
Loss of arm between shoulder and elbow		100%
Loss of arm at elbow		100%
Loss of arm between elbow and wrist		100%
Loss of hand at wrist		100%
Loss of leg	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
Eye : Loss of	- whole eye	100%
	- all sight in one eye	100%
Permanent loss of hearing in both ears and speech		100%

In the event a total of one hundred percent (100%) of the **Sum Insured** has been paid during the **Period of Insurance**, all insurance under the **Schedule** of the **Insured Person** shall immediately cease to be in force and upon payment of the **Sum Insured**, the **Company’s** obligation under the relevant **Schedule** shall be fully discharged.

B. HOSPITAL INCOME

In the event the **Insured Person** requires hospitalisation in a Government **Hospital** located in Malaysia as a result of an **Accident** or **Illness**, 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 thirty (30) days for the **Period of Insurance**. This benefit is triggered only if:

- (a) the **Insured Person** is hospitalised for more than twelve (12) hours due to an **Accident** or **Illness**; and
- (b) the **Insured Person** is hospitalised within twenty-one (21) days of the **Date of Accident**.

Successive periods of **Hospital** confinement due to the same cause shall be considered as resulting from one (1) **Accident** or **Illness** and as such, the same thirty (30) day period for payment of the daily benefit shall apply to such successive hospitalisation periods.

PART 2 – CONDITIONS

1. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms and conditions of this **Policy** insofar as they relate to anything to be done or not to be done by the **Insured Person** or his/her legal representative shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

2. NOTICE

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

3. ELIGIBILITY

The **Insured Person** must be a Malaysian, residing in Malaysia, aged from eighteen (18) years up to fifty-nine (59) years old.

Ages referred to in this **Policy** shall be in reference to the age as at the last birthday.

4. CHANGE OF ADDRESS OR PARTICULARS

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

5. CHANGE IN PLAN

The **Insured Person** shall not be allowed to change the plan selected for this **Policy** during the subsistence of the **Period of Insurance**. Any change in coverage plan requested for by the **Insured Person** shall only be effective from the subsequent renewal.

6. ALTERATIONS

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

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

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

8. FREE-LOOK PERIOD

(a) If this **Policy** has been issued to an **Insured Person** who has paid the premium using cash or alternative means as provided for by the **Company** and the **Insured Person** decides not to take up this **Policy** for any reason whatsoever, the **Insured Person** may write to the **Company**, subject always to Condition 8(b) requesting for a cancellation provided such request for cancellation is furnished by the **Insured Person** to the **Company** within the **Free Look Period**. The **Insured Person** is entitled to a refund of the full premium provided no claim has been made.

(b) No cancellation if there is a claim during the **Free Look Period**

Notwithstanding the above, if the **Insured Person** submits a claim anytime during the **Free Look Period**, the **Insured Person** shall not be entitled to cancel his or her **Policy** during the same **Free Look Period**.

9. POLICY RENEWAL

The coverage under this **Policy** shall not be renewable when the **Insured Person** attains the age of sixty (60) years old.

10. INSURED PERSON'S COVERAGE

The insurance cover of the **Insured Person** under this **Policy** which is the **Period of Insurance** set out in the **Schedule** shall be for a period of one (1) year.

11. PREMIUM PAYMENT

(a) The premium payable under this **Policy** may be paid using cash or alternative means as may be provided for by the **Company**.

(b) The premium due must be paid and received by the **Company** before the coverage commences, otherwise the **Insured Person's** coverage is automatically null and void if this condition is not complied with.

12. TERMINATION OF INSURANCE

(a) Termination by the Policyholder or Insured Person

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

Where this **Policy** is issued to cover one (1) individual **Policyholder** only, if the **Policyholder** gives notice to the **Company** to terminate this **Policy**, such termination shall become effective on the date after the expiry of the **Period of Insurance** regardless of the date the notice is received or any date specified in such notice. The premium paid will not be refunded and the coverage for the **Policyholder** will expire on the last date of the **Period of Insurance**.

(ii) Where this **Policy** is issued as a Group **Policy** to cover Multiple **Insured Persons**

Where this **Policy** is issued as a group **Policy** to cover multiple **Insured Persons**, 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**.

If an **Insured Person** covered under a group **Policy** gives notice to the **Company** to terminate his or her individual coverage under this **Policy**, such termination shall become effective on the date after the expiry of the **Period of Insurance** regardless of the date the notice is received or any date specified in such notice. The premium paid will not be refunded and the coverage for the **Policyholder** will expire on the last date of the **Period of Insurance**.

(b) Termination by the Company

In the event the **Company** terminates this **Policy** pursuant to Condition 19 (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**, 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.

Provided that no claim has been made during the **Period of Insurance** then subsisting and a refund of the premium is not prohibited by any law, in the event premium has been paid for any period beyond the date of termination of this **Policy** using cash or alternative means as provided for by the **Company**, the pro-rata premium shall be refunded to the **Policyholder** or **Insured Person**, as the case may be.

(c) Automatic Termination

This **Policy** shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the **Period of Insurance** even if the **Insured Person** attains the age of sixty (60) years old anytime during the **Period of Insurance**.

13. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event that the **Insured Person** suffers any loss outside Malaysia and in currency other than Malaysian Ringgit, the **Company** shall compensate the **Insured Person** in Malaysian Ringgit, based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the **Date of Accident**.

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

16. TERRITORIAL LIMIT

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

17. CONSENT TO USE PERSONAL DATA

(a) The **Policyholder** and/or **Insured Person** represents and warrants that if he/she submits information relating to the **Insured Persons** or other individuals to the **Company**, that he/she has the authority to provide information relating to such the **Insured Person** 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 the **Insured Person** wishes to exercise his/her 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. DUTY OF DISCLOSURE

(a) Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** or the **Insured Person** had applied for this insurance wholly for **purposes unrelated to the Policyholder or Insured Person's trade business or profession**, the **Policyholder** or **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** or **Insured Person** knows to be relevant to the **Company's** decision in accepting the risks

and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. **This duty of disclosure continued until the time the contract was entered into, varied or renewed.**

(b) Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** or the **Insured Person**, as the case may be, had applied for this insurance for **purposes related to the Policyholder's or Insured Person's trade business or profession**, the **Policyholder** or **Insured Person** had a duty to disclose any matter that the **Policyholder** or **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** contract or coverage under this **Policy**, has been entered into, varied or renewed with the **Company**, any of the information given for this **Policy** or coverage under this **Policy** is inaccurate or has changed.

19. MISSTATEMENT OR OMISSION OF MATERIAL FACT

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

20. 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.

21. SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer/co-insurer shall be deemed to provide cover and no insurer/co-insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer/co-insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PART 3 – EXCLUSIONS

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

- (a) War, invasion, act of foreign enemy, criminal or terrorist activities, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
- (c) Intoxication beyond the legal limit related to driving offences and/or under the influence of illegal drugs;

- (d) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
- (e) **Notifiable Disease** requiring isolation or quarantine by law;
- (f) Childbirth, miscarriage, pregnancy or any complications thereof, unless solely caused by an **Accident**;
- (g) Provoked murder or assault;
- (h) While travelling in an aircraft licensed for passenger service as a member of the crew;
- (i) While committing or attempting to commit any unlawful act;
- (j) While participating in any professional sports;
- (k) 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;
- (l) Racing (other than on foot), pace-making, speed or reliability trials;
- (m) Ionization, radiation or contamination by radioactivity, nuclear weapons material; and
- (n) 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 Malaysia Road Transport Department or any other relevant laws).

PART 4 – 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**.

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) occurs, is inflicted on, and/or contracted by the **Insured Person**.

FREE LOOK PERIOD means the period of fifteen (15) days from the effective date of the **Insured Person's Policy** during which the **Insured Person** may request for a cancellation of his or her coverage provided there is no claims made during such time.

HOSPITAL shall mean an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured persons as paying bed-patients, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- (c) is under the supervision of a **Medical Practitioner**; and
- (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

INJURY means bodily injury(ies) 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 individual more particularly described in the **Schedule**.

ILLNESS means a physical condition marked by a pathological deviation from the normal healthy state occurring during the **Period of Insurance**.

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 but excluding a **Medical Practitioner** who is the **Insured Person** himself.

NOTIFIABLE DISEASE means **Illness** or disease sustained by an **Insured Person** resulting from pandemic influenza and any other **Illness** or disease which has been declared as a pandemic or epidemic by order of the relevant government authorities or a recognized public health authority.

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

PERMANENT DISABLEMENT means the conditions which are described under item (ii) of the table in Benefit A (Death or **Permanent Disablement**) under Part 1 – Benefits which have been confirmed by a **Medical Practitioner**.

POLICYHOLDER means a person or corporate body as described in the **Schedule** to whom this **Policy** has been issued.

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

SCHEDULE means the document issued to the **Insured Person** pursuant to this **Policy**.

SUM INSURED means the **Sum Insured** or the amount of benefit payable as stated in the **Schedule**.

CHECKLIST ON THE REQUIRED SUPPORTING DOCUMENTS OF CLAIMS

Benefits	Documents	
Death/ Permanent Disablement	1	Medical report and/or death certificate
	2	Post mortem report
	3	Driving license and police report if involved in motor vehicle accident
	4	Completed Allianz e-payment form
Hospital Income	1	Driving license and police report if involved in motor vehicle accident
	2	Hospital admission/discharge note or summary
	3	Medical report;
	4	Completed Allianz e-payment form

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** expense.

IMPORTANT NOTICE

POLICY COVERAGE AND PREMIUM PAYMENT

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

ALLIANZ4ALL INITIATIVE

Products under the Allianz4All initiative contain the following key enhancements:

- (a) Part of the premiums received will be specifically allocated to a Claims Allocation Fund (CAF). This is considered as a pooling of monies to meet the claims commitments as mutually agreed in the policy contract. The balance premium will go to the **Company** as management fees and to pay for related business expenses. In the event of inadequate funds to cover claims, the **Company** will top up the CAF.
- (b) Premiums will be invested into portfolios that are sustainably and responsibly managed based on Islamic finance principles. This includes keeping premiums received in Islamic bank accounts.
- (c) If claims for a defined period is lower than the amount allocated to the CAF, a portion of the resulting surplus will be distributed by the **Company** at its absolute discretion either as a refund to **Policyholders** or to charitable organisations as guided by the **Policyholder's** selection of charitable categories at the time of insurance application. The approach for the distribution of the resulting surplus will vary according to the product and surplus amount (if any). For PerlindunganKu Allianz4All, the **Company** will distribute all the resulting surplus to charitable organisations.

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Lodging of Complaints



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


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


Write to:

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

 1 300 22 5542

  AllianzMalaysia

 customer.service@allianz.com.my

 allianz.com.my

Avenues to Seek Redress

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

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

The OFS can be contacted at the following address:

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

 03 2272 2811

 03 2272 1577

 enquiry@ofs.org.my

 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):

4th Floor, Podium Bangunan AICB, No. 10, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.

 1 300 88 5465

 03 2174 1515

 bnmtelelink@bnm.gov.my

 bnm.gov.my

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

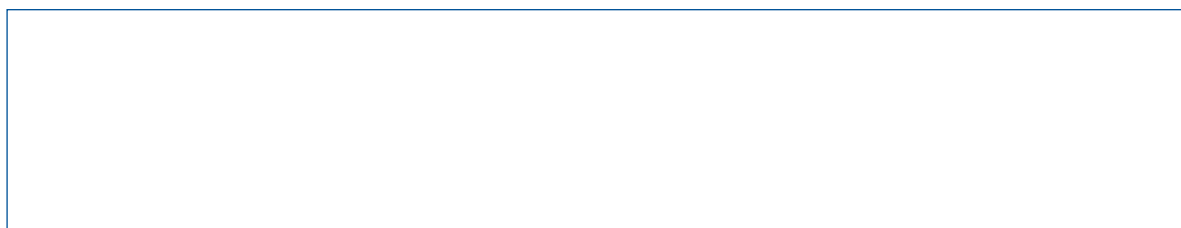
Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)

(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Centre

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

Allianz Contact Centre: 1 300 22 5542 Email: customer.service@allianz.com.my   AllianzMalaysia  allianz.com.my



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