



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

Group Personal Accident Scheme

The benefit(s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Allianz General Insurance Company (Malaysia) Berhad or PIDM (visit www.pidm.gov.my).

Group Personal Accident Scheme Policy

WHEREAS the **Policyholder** described in the **Policy** schedule by a proposal or declaration which shall be the basis of this 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 **Policyholder** has paid or has agreed to pay to the **Company** the premium as consideration for such insurance for the period stated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the **Period of Insurance** the **Insured Person** sustains **Injury** caused by an **Accident** as hereinafter defined, which shall solely and independently of any other cause result in such **Insured Person's** death or disablement as hereinafter defined, the **Company** will pay to the **Policyholder** or in the event of death, to the **Insured Person's** legal representative, the sum(s) of money for the relevant benefit, subject to the terms, exclusion, provisos and conditions of and endorsed on this **Policy**.

Part 1 – Benefits

The following benefits are payable up to the maximum applicable **Sum Insured** specified in Table 1 - Schedule of Benefits and subject to terms and conditions of this **Policy**.

Table 1 - Schedule of Benefits

Benefits	Sum Insured (RM)
Accidental Death; or	10,000
Permanent Disablement (up to)	

1 – Accidental Death or Permanent Disablement

- (a) In the event of an **Accident** during the **Period of Insurance** causing an **Injury** resulting in the death or **Permanent Disablement** of the **Insured Person(s)** within three hundred sixty-five (365) days from the **Date of Accident**, the **Company** will 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 Compensation.
- (b) Any payments for death or **Permanent Disablement** under Benefit 1 (Accidental Death or Permanent Disablement) share the same Sum Insured limit. 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**.

- (c) In the event a total of 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 individuals covered under this **Policy**, where applicable, shall remain intact.
- (d) 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 Table 2 - Scale of Compensation.
- (e) Permanent total loss of use of a body part shall be treated as a loss of the part of the body.
- (f) *Loss of Speech. shall mean total permanent inability to communicate verbally.

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%
Injury resulting in being permanently bedridden		100%
Loss of arm at shoulder		100%
Loss of arm between shoulder and elbow		100%
Loss of arm at elbow		100%
Loss of arm between elbow and wrist		100%
Loss of hand at wrist		100%
Loss of leg	at hip	100%
	between knee and hip	100%
	below knee	100%
Eye: Loss of	whole eye	100%
	all sight in one eye	100%
	sight of except perception of light	50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	both phalanges	30%
	one phalanx	15%
Loss of index finger	three phalanges	15%
	two phalanges	10%
	one phalanx	5%
Loss of middle finger	three phalanges	8%
	two phalanges	5%
	one phalanx	3%

Loss of ring finger	three phalanges	6%
	two phalanges	5%
	one phalanx	3%
Loss of little finger	three phalanges	5%
	two phalanges	4%
	one phalanx	3%
Loss of metacarpals	first or second (additional)	4%
	third, fourth or fifth (additional)	3%
Loss of toes	all	20%
	great toe, both phalanges	8%
	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%
Loss of hearing	both ears	75%
	one ear	15%
*Loss of speech		50%
Shortening of arm	more than 1" up to 2"	2.5%
	more than 2" up to 4"	5%
	more than 4"	12.5%
Shortening of leg	more than 1" up to 2"	5%
	more than 2" up to 4"	10%
	more than 4"	25%

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 by 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** to make any payment under this **Policy**.

2. Notice

Every notice or communication to be given or made under this **Policy** by the **Policyholder** or **Insured Person** or **Insured Person's** 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**, as the case may be, the **Company** shall not be liable if there is any misstatement in or if a material fact has been omitted from the proposal form or declaration 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. 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 **Policyholder** or **Insured Person** shall produce for the **Company's** examination all relevant documents at such reasonable time 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 the **Policyholder** or **Insured Person** or on behalf of the **Policyholder** or **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 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 **Policyholder** or **Insured Person** or the person entitled to receive moneys through the **Policyholder** or **Insured Person**, as the case may be ("**Claimant**"), in the form and nature required by the **Company**.

5. 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 **Policyholder** or **Insured Person**,

as the case maybe 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**.

6. Eligibility

The **Policy** covers the foreign workers employed by the **Policyholder** who are aged from eighteen (18) to sixty (60) years and are holders of valid work permits issued by the relevant Malaysian government authority.

7. Termination of Insurance

(a) Termination by the Company

In the event the **Company** terminates this **Policy** pursuant to Condition 3 (Misstatement or Omission of Material Fact) or by order of regulatory or governmental authorities, the **Company** shall give its notice of termination by registered post to the **Policyholder**, at their respective last known correspondence address in Malaysia. Such termination shall become effective thirty (30) days following the date of such notice.

Notwithstanding the termination of this **Policy**, the individual coverage of the **Insured Person(s)** subsisting at the date of termination of this **Policy** shall continue to be in force until expiry of the **Period of Insurance** and the premium paid for such coverage shall not be refunded.

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

(b) Automatic Termination

The **Insured Person's** coverage under this **Policy** shall lapse/terminate:

- (i) At midnight (standard Malaysian time) on the last day of the **Period of Insurance** stated in the **Policy** schedule even if the **Insured Person** has attained the age of sixty (60) years; or
- (ii) Upon expiration of the **Insured Person's** work permit or upon the termination of the employment contract between the **Policyholder** and the **Insured Person**; or
- (iii) Upon death of the **Insured Person**.

8. 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**, as the case may be, 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 have 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.

9. 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**.

10. 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**.

11. Receipts

Subject to the proviso below, 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**.

Provided Always That where the **Insured Person** instructs us to pay the death claim proceeds under Benefit 1 (Death) to an individual of his/her choice by providing the relevant details of such individual as may be required by the **Company** during the lifetime of the **Insured Person**, the **Company** shall pay the death claim proceeds to such individual. Such payment made and the receipt by the relevant individual shall discharge the **Company** from any liability hereunder in respect of payment of the death claim proceeds.

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 **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.

For the avoidance of doubt, the **Policyholder** shall be responsible for any incidental costs incurred from transferring funds to a foreign bank account. These costs include, but are not limited to, transfer fees, currency conversion charges, and applicable taxes. These expenses shall not be covered by this **Policy**.

13. Sanction Notice Pursuant To Allianz Standards On Anti-Money Laundering, Countering Financing Of Terrorism, Countering Proliferation Financing And Targeted Financial Sanctions

Company shall from time to time conduct sanction screening on the **Policyholder, Insured Person(s)** and any personal representatives, trustees, beneficiaries and other persons who are entitled to claim or receive any monies or benefits under this **Policy**, directly or indirectly, and any beneficial owner thereof. **Company** shall not be deemed to provide cover or be liable to refund any premium received, pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, refund of premium, payment of such claim or provision of such benefit

would expose **Company** or its personnel to any risk of or actual fine, punishment, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Malaysia, the European Union, United Kingdom or United States of America.

14. 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 www.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.

Part 3 – 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:

1. 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;
2. Insanity, suicide or any attempt thereat, or intentional self-inflicted injuries;
3. 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);

5. Childbirth, miscarriage or any complications to a pregnancy, unless caused solely and directly by an **Accident**;
6. Provoked murder or assault;
7. While travelling in an aircraft licensed for passenger service as a member of the crew;
8. While committing or attempting to commit any unlawful act;
9. While participating in any professional sports;
10. 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. Law enforcement officer (while on duty), war correspondents, explosive handling and underground tunneling and mining;
13. Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
14. 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 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. Exposure

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

2. Motorcycling Risk

Death or **Permanent Disablement** 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.

3. Strike Riot and Civil Commotion

Death or **Permanent Disablement** 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 organisation, provided always that this extension shall not apply whilst the **Insured Person** is taking part in any disturbance of public peace.

4. Hijacking

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

5. Unprovoked Murder and Assault

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

6. Suffocation Through Smoke, Fumes and Poisonous Gas

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

7. Mountaineering

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

8. Underwater Activities/Scuba Diving (Up to 50 Metres)

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

9. Accidental Drowning or Near Drowning

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

10. Poisonous Food or Drink

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

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**.

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**.

Injury means bodily **Injury** caused solely and directly by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.

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

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

Policyholder means a corporate body as described in the **Policy** schedule to whom this **Policy** has been issued in respect of cover for the **Insured Person(s)**..

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

Period of Insurance means the duration for when an **Insured Person** is insured as set out in the **Policy** schedule, subject to the terms, conditions and exclusions in this **Policy**.

Permanent Disablement means the conditions described under Table 2 - Scale of Compensation which have been verified by a **Medical Practitioner**.

Checklist on the required supporting documents of Claims

Section	Benefits	Documents
All	All Claims	1. Completed Allianz e-payment form.
1	Accidental Death and Permanent Disablement	1. Medical report and/or death certificate; 2. Post-mortem report; if any; 3. Doctor's report verifying the permanent disablement; 4. Driving license and police report if the Insured Person was driving/riding and involved in motor vehicle accident.

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.

Lodging of Complaints

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

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

Write to:

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

 1 300 22 5542   AllianzMalaysia  customer.service@allianz.com.my  allianz.com.my

Avenues to Seek Redress

You may submit your complaint to the Financial Markets Ombudsman Service (FMOS) if you are not satisfied with our final response or decision, and if your complaint is within the scope of the FMOS as well as a monetary limit of RM250,000.

FMOS can be contacted at the following address:

Financial Markets Ombudsman Service (Company No: 200401025885), Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

 03 2272 2811  www.fmos.org.my

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

Mailing Address:

BNMLINK, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.

BNMLINK Office:

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

Telephone: 1 300 88 5465 Overseas: +603-2174-1717 Fax: +603 2174 1515

Live Chat: <https://www.bnm.gov.my/livechat>

eLINK Form: <https://bnmlink.bnm.gov.my>

Website: <https://www.bnm.gov.my>

For physical visits, BNMLINK will receive visitors by appointment only. The public may request for an appointment through eLINK Form or by telephone.

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