

ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD 200601015674 (735426-V)

**Menara Allianz Sentral, 203 Jalan Tun Sambanthan, Kuala Lumpur Sentral,
50470 Kuala Lumpur**

GROUP PERSONAL ACCIDENT INSURANCE FOR SHIELDCARD HOLDINGS SDN BHD

POLICY NO: 20PKJ0025808-00

WHEREAS the **Policyholder** by a proposal and declaration which proposal and declaration shall be the basis of this contract and is deemed incorporated herein has applied to **Allianz General Insurance Company (Malaysia) Berhad 200601015674(735426-V)** (hereinafter called the "**Company**") for the insurance hereinafter contained and has paid or has agreed to pay to the **Company** the premium stated in the **Endorsement** as consideration for such insurance.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the **Period of Insurance** the **Insured Person** suffers an **Injury**, caused solely and directly due to an **Accident** as hereinafter defined, which **Injury** shall solely and independently of any other cause result in the **Insured's Person** death as hereinafter defined, the **Company** will pay to the **Insured Person** or in the event of death, to the Insured Person's legal representative , the sum(s) of money specified in the **Confirmation of Cover** subject to the terms and conditions of this **Policy**.

Issued at Kuala Lumpur on

Signed for and on behalf of

ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD

PART 1 – BENEFITS

The following **Sum Insured** amounts are payable subject to the terms and conditions of this **Policy**.

TABLE 1 – SCHEDULE OF BENEFITS

Benefit		Sum Insured (RM)
1	Death	200,000
2	Hospital Income (per day/ up to 30 days)	100

1. 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 Loss/Accident**, the **Company** shall pay the death benefit according to the **Sum Insured** as stated in Table 1 – Schedule of Benefits.

2. HOSPITAL INCOME

In the event the **Insured Person** requires **Hospitalisation** as a result of an **Accident**, the **Company** will pay the **Insured Person** a daily benefit as specified in the **Confirmation of Cover** for the period of **Hospitalisation**, up to a maximum of thirty (30) days. This benefit is triggered only if the **Insured Person** is hospitalised for more than twelve (12) hours due to an **Accident**. Daily compensation is payable only if the **Insured Person** is hospitalised within twenty one (21) days of the **Date of Loss/Accident**. Successive periods of hospital confinement due to the same cause, shall be considered as one **Accident**.

PART 2- CONDITIONS

1. 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 authorized by the **Company** and endorsed hereon.

2. CLAIMS

(a) Notice of Claims

All claims must be made in writing and submitted to the **Company** within thirty (30) days after the **Date of Loss/Accident**. The **Insured Person** shall produce for

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

Written notice of claim given by or on behalf of the **Insured Person** to the Head Office or any Branch Office of the Company in Malaysia or to any authorized agent of the **Company** shall be deemed notice to the **Company**.

(b) Proof of Loss

Written proof of loss must be furnished to the **Company** within ninety (90) days after the **Date of Loss/Accident**. Failure to furnish such proof within the stipulated time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such 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**.

3. CHANGES OF PARTICULARS

The **Insured Person** shall give immediate notice to the **Company** of any change in his name, NRIC and email address.

4. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms and conditions of this **Policy** in so far as they relate to anything to be done or not to be done by the **Policyholder** or the **Insured Person** or legal personal representative, where applicable, shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

5. CONSENT TO USE PERSONAL DATA

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

6. CURRENCY AND EXCHANGE RATES

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

7. ELIGIBILITY

The **Insured Person** must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia or who is legally residing in Malaysia, and is between the age of eighteen (18) years up to eighty (80) years. Ages referred to in this **Policy** shall be in reference to the age as at the last birthday.

8. MISSTATEMENT OR OMISSION OF MATERIAL FACT

Subject to the relevant duty of disclosure of the **Policyholder**, if the proposal or declaration of the **Policyholder** is untrue in any respect or if any material fact affecting the risk to be incorrectly stated there in or omitted there from or if this **Policy** shall have been obtained through any misstatement, misrepresentation or suppression or if the claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support there of then in any of these cases this **Policy** maybe avoided, any claim under this **Policy** may be denied or reduced, the terms of this **Policy** may be changed or varied or this **Policy** may be terminated.

9. NOTICE

All notices required to be given by the **Policyholder** or the **Insured Person** (or his/her legal personal representative) under this **Policy** to the **Company** must be in writing addressed to the nearest local Branch or Agency of the **Company**.

10. POLICY RENEWAL

This **Policy** is issued on a **two-yearly renewable** basis and may be renewed every two (2) years subject to the consent of the **Company**.

11. INSURED PERSON'S COVERAGE

The insurance cover of the **Insured Person** under this Policy which is the **Period of Insurance** shall be set out in the **Endorsement and Confirmation of Cover**.

12. PREMIUM PAYMENT

The **Policyholder** shall provide the **Company** on a monthly basis the relevant details of the **Insured Person** that is to be covered under this **Policy**, together with the full premiums payable in consideration of the coverage to be provided to the **Insured Person** before cover commences.

13. RECEIPTS

The receipt of the **Insured Person** of any compensation payable herein under this **Policy** shall in all cases be effectual discharge of liability of the **Company**.

14. 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. 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 the **Insured Person** gives notice to the **Company** to terminate his/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 **Insured Person** will expire on the last date of the **Period of Insurance**.

(b) **Termination by the Company**

The Company may give notice of termination of this **Policy** by registered post to the **Policyholder** at the **Policyholder's** last known address. Such termination shall become effective seven (7) days following the date of such notice. 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**.

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

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

- (i) upon death of the Insured Person; or
- (ii) at mid-night (standard Malaysian time) on the last day of the **Period of Insurance**; or
- (iii) when the **Insured Person** attains the age of eighty-one (81) years.

15. TERRITORIAL LIMIT

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

16. 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**.

17. DUTY OF DISCLOSURE

1. Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the **Policyholder** or **Insured Person** had applied for this **Insurance** wholly for purposes unrelated to the **Policyholder's** 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 the avoidance of the contract, a denial or reduction in claims, change or variation of terms, or termination of the contract. This duty of disclosure continued until the time the contract was entered into, varied or renewed.

2. Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if the **Policyholder or Insured Person** had applied for this **Insurance** for purposes related to **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 the avoidance of the contract, a denial or reduction of claims, change or variation of terms, or termination of the contract.

This duty of disclosure continued until the time the contract was entered into, varied or renewed.

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

18. SANCTION LIMITATION 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.

19. APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "**Applicable Tax**") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection

with any supply of goods and/or services made or deemed to be made under this **Policy**, the **Company** will be entitled to charge any Applicable Tax as allowed by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this **Policy** on payment of premiums and default thereof shall apply equally to the Applicable Tax.

PART 3 - GENERAL EXCLUSIONS

THIS POLICY DOES NOT PROVIDE COVERAGE UNDER THE FOLLOWING CIRCUMSTANCES:

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

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
2. Insanity, suicide (whether sane or insane), intentional self-inflicted **Injuries** or any attempt thereat;
3. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
4. Intoxication beyond the legal limit related to driving offences and/or intoxication by illegal drugs;
5. Childbirth, miscarriage, pregnancy or any complications thereof, unless solely caused by an **Accident**;
6. Provoked murder or assault;
7. While traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
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. Ionization, radiation or contamination by radioactivity, nuclear weapons material;
13. Riding/driving without a valid driving license (NOTE: this will not apply to individuals with an expired license but is not disqualified from holding or obtaining such driving license under the regulations of the Malaysia Road Transport Department or any other relevant laws);
14. Any losses consequent upon the **Insured Person** being involved in any of the occupations mentioned hereunder, except in respect of an **Accident** occurring outside of the **Insured Person's** working hours that gives rise to a claim payable under this Policy:
 - a) Police, army/military and law enforcement officers
 - b) Aircraft testers, pilots or crew
 - c) Divers
 - d) Racing drivers
 - e) Jockeys
 - f) Person engaged in underground mining and tunneling
 - g) Firemen
 - h) Seamen and sea fishermen
 - i) War correspondents
 - j) Oil rig workers
 - k) Steeplejacks
 - l) Stevedores
 - m) Person engaged in demolition of buildings
 - n) Person engaged in ambulance services
 - o) Sawyers, timber logging workers, drivers/attendants of timber lorries and winches
 - p) Wood working machinists-using wood working machinery driven by mechanical power
 - q) Explosive handlers
 - r) Quarrymen
 - s) Railway manual worker
 - t) Animal trainers
 - u) Security personnel (with firearms)
 - v) Building cleaners (for buildings exceeding 9m)

PART 4 – DEFINITIONS

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

2. **"Company"** means Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V).
3. **"Confirmation of Cover"** means the confirmation of coverage of the **Insured Person** under this **Policy** where the benefits, Sum Insured and **Period of Insurance** are stated as emailed to the **Insured Person** by the **Company**.
4. **"Date of Loss/Accident"** means the day when any **Injury** and other covered incident(s) occur; is inflicted on; and/or contracted by the **Insured Person**.
5. **"Endorsement"** means a written alteration to the terms, conditions and limitations of this **Policy**.
6. **"Hospitalization"** 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.
7. **"Injury or Injuries"** means bodily **Injury**(ies) suffered anywhere in the world caused solely by an **Accident** and not sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.
8. **"Insured Person"** means the individual who:
 - (a) is a registered member of the Axxess programme, owned and managed by the **Policyholder** as declared by the **Policyholder**; and
 - (b) is eligible for coverage under this **Policy**.
9. **"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.
10. **"Period of Insurance"** means the duration for when the **Insured Person** is insured, subject to the terms, conditions and exclusions as set out in this **Policy** and the specific dates confirmed by the **Policyholder** to the **Insured Person** as set out in the **Endorsement** or **Confirmation of Cover**.
11. **"Policyholder"** means Shieldcard Holdings Sdn Bhd as described in the schedule to whom this **Policy** has been issued in respect of cover for the **Insured Person**..
12. **"Policy"** means this policy contract including the **schedule** issued to the **Policyholder** and all **Endorsements**.

13. **“Premium”** means the amount charged by the **Company** to provide the insurance under this **Policy**.

14. **“Sum Insured”** means the amount of benefit payable as stated in the **Confirmation of Cover**.

Documents Required for Processing of Claims

The **Insured Person** or the claimant shall forward the following documents to the **Company** in the event of a claim:

Benefits	Documents
Death	1. Death Certificate
	2. Post mortem report and/or toxicology report (if any)
	3. Medical report
	4. Police Report (for motor vehicle accident only)
	5. Driving license (if Insured Person was driving/riding and involved in motor vehicle accident)
	6. Hospital admission/discharge note or summary
Hospital Income	1. Medical report
	2. Police Report (for motor vehicle accident only)
	3. Driving license (if Insured Person was driving/riding and involved in motor vehicle accident)
	4. Hospital admission/discharge note or summary

The list set out above 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.

THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION.

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 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

 www.ofs.org.my


If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman


Write to (BNMTELELINK):

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


Walk-in (BNMLINK):

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

 1 300 88 5465

 03 2174 1515

 bnmtelelink@bnm.gov.my

 www.bnm.gov.my

Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

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

