



**Allianz General Insurance Company (Malaysia) Berhad** 200601015674 (735426-V)  
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

# Allianz Domestic Helper Shield

Policy

**Table 1 - Schedule of Benefits**

| Benefits  | Sum Insured (RM)     |                      |                            |
|---|----------------------|----------------------|----------------------------|
|   | Plan 1               | Plan 2               | Plan 3                     |
| <b>(A) Personal Accident Benefits</b>             |                      |                      |                            |
| Accidental Death/Permanent Disablement (up to)    | 25,000               | 35,000               | 50,000                     |
| <b>(B) Medical Related Benefits</b>               |                      |                      |                            |
| Medical Expenses (up to)                          | 1,000                | 2,000                | 3,000                      |
| Repatriation Expenses (up to)                     | 5,000                | 10,000               | 10,000                     |
| Hospitalisation and Surgical Expenses (up to)     | 3,000<br>(per annum) | 5,000<br>(per annum) | 10,000<br>(per disability) |
| Ambulance Fee (up to)                             | Not Available        | Not Available        | 200                        |
| <b>(C) Other Inconveniences Benefits</b>          |                      |                      |                            |
| Wages Compensation<br>(per week/maximum 15 weeks) | 105                  | 120                  | 300                        |
| Loss of Documents (up to)                         | Not Available        | Not Available        | 500                        |
| Replacement Expenses (up to)                      | Not Available        | Not Available        | 5,000                      |
| Personal Liability (up to)                        | Not Available        | 10,000               | 20,000                     |

Note: The **Sum Insured** stated in Table 1 – Schedule of Benefits is for each **Policy Year**.

## Allianz Domestic Helper Shield Policy

WHEREAS the **Policyholder** 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. 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 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 **Policyholder** 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**, 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**/ relevant benefit amount specified in the **Policy** schedule per event/**Accident** (unless otherwise specified) during **Policy Year** according to the **Insured Person's** plan and subject to the terms and conditions of this **Policy**.

#### (A) Personal Accident Benefits

##### 1. Accidental 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 to the **Policyholder** according to the percentage of the **Sum Insured** as stated in Table 2 - Scale of Compensation.

##### 2. 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 **Policyholder** 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 |
|--|-------------------------------|
| Accidental 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%   |

(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) Benefit (A) 1 (Accidental Death) and Benefit (A) 2 (**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 **Policy Year** shall not exceed one hundred percent (100%) of the **Sum Insured**.
- (v) In the event one hundred percent (100%) of the **Sum Insured** is paid during the **Policy Year**, all coverage for the relevant **Insured Person** under this **Policy** shall immediately cease to be in force for the same **Policy Year** 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 **Policy Year**. The yearly **Sum Insured** will apply in full again upon commencement of the subsequent **Policy Year**. Notwithstanding this, coverage for the remaining **Insured Person(s)** named in the **Policy** schedule, where applicable shall remain intact.

## (B) Medical Related Benefits

### 1. Medical Expenses

The **Company** will reimburse the **Policyholder** up to the amount specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for outpatient medical expenses incurred due to an **Accident**.

Compensation shall be payable only if such 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**.

### 2. Repatriation Expenses

The **Company** will reimburse the **Policyholder** up to the limits specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for repatriation expenses incurred in respect of:

- (i) the expenses incurred for transporting the **Insured Person** to the **Insured Person's** home (whether local or abroad) if a **Medical Practitioner** certifies the **Insured Person** to be medically unfit to perform the duties as a **Domestic Helper** as a result of an **Injury**; and
- (ii) the expenses incurred for burial or cremation of the **Insured Person** where the death occurred due to an **Injury**, and/or the transportation of mortal remains or ashes to the **Insured Person's** home (whether local or abroad).

### 3. Hospitalisation and Surgical Expenses

The **Company** will reimburse the **Policyholder** up to the limits specified in Table 1 - Schedule of Benefits according to the **Insured Person's** plan for the **Medically Necessary Hospitalisation** and surgical expenses (including day surgery) incurred by the **Insured Person** during confinement in a **Hospital** in Malaysia, and subsequent follow up treatment related solely to the **Hospitalisation** incurred by the **Insured Person**, as a result of **Illness** or **Injury**. The subsequent follow up treatment is payable up to a maximum of two (2) years from the date of discharge.

**Hospitalisation** and surgical expenses shall include:

- (i) Room and board charges (including intensive care unit (ICU));
- (ii) Medical treatment by a **Specialist**, only if this has been referred by a **Medical Practitioner**;
- (iii) Other **Hospital** services, including general nursing, prescribed

and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism test, intravenous injections and solutions, and administration of blood and plasma excluding the cost of blood and plasma.

Provided always that the benefits payable in respect of expenses incurred for treatment provided to the **Insured Person** shall be subject to:

- (a) Limit per annum as stated in Table 1 – Schedule of Benefits in respect of Plan 1 and Plan 2 and while confined to a Government **Hospital** in Malaysia;
- (b) **Any One Disability** as stated in Table 1 – Schedule of Benefits in respect of Plan 3 and while confined in a Government **Hospital** or licensed private **Hospital** in Malaysia;
- (c) A thirty (30) day waiting period for any **Illness** calculated from the commencement of the **Period of Insurance** for the first year of the **Insured Person's** coverage or reinstatement date, as the case may be. This waiting period shall not be applicable after the first year of cover. However, if there is a break in coverage under the **Insured Person's** coverage, the waiting period will apply again.

### 4. Ambulance Fee

The **Company** will reimburse the **Policyholder** 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**.

For the avoidance of doubt and notwithstanding the definition of **Accident**, this benefit does not cover ambulance fees incurred for transport to and/or from the **Hospital** due to food and drink poisoning.

## (C) Other Inconvenience Benefits

### 1. Wages Compensation

The **Company** will reimburse the **Policyholder** up to the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan for up to a maximum of fifteen (15) weeks in the event the **Insured Person** is unable to carry out the usual duties due to **Insured Person** being hospitalised or recuperating at home as prescribed by the **Medical Practitioner** as a result of an **Injury** or **Illness**, provided that the **Insured Person** was hospitalised and/or recuperating at home for at least seven (7) consecutive days.

For the avoidance of doubt and notwithstanding the definition of the terms **Injury** or **Illness**, this benefit does not cover food and drink poisoning.

### 2. Loss of Documents

The **Company** will reimburse the **Policyholder** up to the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan for the necessary fees incurred in obtaining a replacement for a passport, visa or identification documents(s) for the **Insured Person** as a result of the same having been lost, damaged or destroyed due to theft, fire or flood.

Compensation shall be payable only if a police report or report to the relevant authority is made within twenty-four (24) hours of discovery of the loss and the original receipt(s) of the expenses incurred and any other additional document(s) as the **Company** may require are submitted to the **Company**.

### 3. Replacement Expenses

The **Company** will reimburse the **Policyholder** up to the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan for the reasonable employment agency fee incurred in hiring a replacement domestic helper in the event the **Insured Person's** employment is terminated as a result of:

- (i) accidental death, or
- (ii) **Permanent Disablement**, or
- (iii) being certified by a **Medical Practitioner** as medically unfit to perform the usual duties due to serious **Injury** for more than four (4) consecutive months following an **Accident**.

Compensation shall be payable only if a replacement domestic helper is hired within three (3) months from the date of the termination of the **Insured Person's** employment contract.

#### 4. Personal Liability

The **Company** will reimburse the **Policyholder** up to the amount specified in Table 1 – Schedule of Benefits according to the **Insured Person's** plan if the **Insured Person** shall become legally liable to pay third parties in respect of **Injury** to such third party or accidental damage to property belonging to such third party.

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

- (i) the amount the **Insured Person** shall become legally liable to pay for compensation in respect of injury to any person and accidental damage to property;
- (ii) the reasonable legal costs and expenses incurred by the **Insured Person** with prior written consent of the **Company** in relation to a claim against the **Insured Person**, to which the indemnity expressed under this benefit applies.

Notwithstanding the above, this Benefit (C) 4 (Personal Liability) does not cover any **Injury** or **Permanent Disablement** directly or indirectly caused by or in connection with any of the following:

- (a) liability assumed by the **Policyholder** or **Insured Person** by agreement unless such liability would have attached to the **Insured Person** notwithstanding such agreement;
- (b) liability in respect of **Injury** to any person who at the time of sustaining such **Injury** is engaged in the service of the **Policyholder**;
- (c) liability in respect of **Injury** to any person who is a member of the **Policyholder** or **Insured Person's** own family or a member of the **Policyholder** or **Insured Person's** household;
- (d) liability in respect of damage to property owned or held by the **Policyholder** or **Insured Person**, or by any member of the **Policyholder's** household;
- (e) liability in respect of **Injury** or damage caused by or in connection with or arising from:
  - (1) The ownership or possession or use by or on behalf of the **Insured Person** of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
  - (2) The ownership or possession or use by or on behalf of the **Insured Person** of any land or building;
  - (3) Any duties of the **Insured Person** or anything done in connection therewith or for the purpose thereof.

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

In the event of death of the **Insured Person**, the **Company** will in respect of the liability incurred by the **Insured Person**, indemnify the **Policyholder** subject to the limit of liability stated in **Policy** schedule provided the **Policyholder** shall, as though they were the **Insured Person**, observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** insofar as they apply.

The territorial limit of this benefit is within Malaysia only.

In the event that any claim under this benefit is proven to be fraudulent after payment is made, the **Company** shall retrieve all payments made in respect of that fraudulent claim. The **Company** further reserves the right to take any further action, including legal action against the claimant in such case.

## 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

- (a) This **Policy** is available to **Policyholders** who are:
  - (i) Malaysians or Malaysian permanent residents; or
  - (ii) legally residing in Malaysia;
  - (iii) legally employing domestic helpers to provide services in Malaysia.
- (b) This **Policy** covers an individual who is:
  - (i) aged from eighteen (18) to sixty-five (65) years;
  - (ii) legally employed as a domestic helper in Malaysia by the **Policyholder**; and
  - (iii) if is a foreign domestic helper, must hold a valid work permit.

### 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 **Policyholder** 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. Claims

#### (a) Notice of Claims

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

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

Written notice of claim given by or on behalf of the **Policyholder** 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/Loss**.

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 from the time proof is otherwise required.

All documents and evidence must be provided at the expense of the **Policyholder** 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

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

#### Cash Before Cover

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

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

#### Premium Warranty

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the **Company** within sixty (60) days from the inception date of this **Policy** or the endorsement issued by the **Company** setting out the commencement of coverage for the **Insured Persons**. If this condition is not complied with then the coverage for the relevant **Insured Person** whose premium has not been paid and received shall be automatically cancelled, and the **Company** shall be entitled to the prorated premium for the period the **Company** provided the cover for such **Insured Person**.

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

## 8. Policy Renewal

The coverage under this **Policy** shall not in any event be renewable when the **Insured Person** attains the age of sixty-five (65) years.

## 9. Residing Overseas

Only death and **Permanent Disablement** benefits will be payable should the **Insured Person** reside outside of Malaysia for no more than ninety (90) consecutive days.

## 10. Termination of Insurance

### (a) Termination by the Policyholder

#### (ii) Termination of Policy

If the **Policyholder** gives notice to the **Company** to terminate this **Policy**, such termination shall become effective on the date the notice is received by the **Policyholder** or on the date specified in such notice, whichever is the later. Where this **Policy** is terminated, all subsisting individual coverage of **Insured Persons** shall also cease to be in-force as of the date of termination of this **Policy**.

In the event premium has been paid for any period beyond the date of termination of this **Policy**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting.

### (iii) Termination of Individual Coverage

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

In the event premium has been paid for any period beyond the date of termination of the individual coverage of an **Insured Person**, the short period rates shall apply provided that no claim has been made during the **Period of Insurance** then subsisting.

The individual coverage of the **Insured Persons** subsisting shall continue to be in force until the expiry of the **Period of Insurance** as stated in the **Policy** schedule or certificate of insurance and the premium paid for such coverage shall not be refunded.

Short Period Rates:

| Period Not Exceeding (Within 1 Policy Year) | Percentage (%) of Annual Premium to be Charged |
|---|--|
| Two (2) months (minimum)                    | 40%  |
| Three (3) months                            | 50%  |
| Four (4) months                             | 60%  |
| Five (5) months                             | 70%  |
| Six (6) months                              | 75%  |
| Over six (6) months                         | 100%   |

### (b) Termination by the Company

In the event the **Company** terminates this **Policy** or any individual coverage under this **Policy**, 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**, at his/her 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(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.

### (c) Automatic Termination of Individual Coverage

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

- (i) 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-six (66) years, anytime during the **Period of Insurance**; or
- (ii) upon the death of the **Insured Person**; or
- (iii) upon death of the **Policyholder** who is an individual and not corporate body.

## 11. Currency and Exchange Rates

All premiums shall be paid in Malaysian Ringgit. In the event that any loss suffered outside Malaysia and in a currency other than Malaysian Ringgit, the **Company** shall indemnify 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 the claim settlement.

## 12. 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**.

## 13. Receipts

The receipt of the **Policyholder** of any compensation payable herein shall in all cases be effectual discharge of liability of the **Company**.

## 14. Territorial Limit

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

## 15. 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/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** and/or **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/or **Insured Person** had a duty to disclose any matter that the **Policyholder** and/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** has been entered into, varied or renewed with the **Company**, any of the information given for this **Policy** is inaccurate or has changed.

## 16. 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](http://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](mailto:privacy@allianz.com.my) in order for the **Company** to assess and comply with the EU Privacy Law – GDPR.

## 17. 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**.

## 18. 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.

## 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. Exposure

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

### 2. 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.

### 3. 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.

### 4. 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.

### 5. Unprovoked Murder and Assault

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

### 6. Suffocation Through Smoke, Fumes and Poisonous Gas

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

### 7. Mountaineering

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

### 9. Accidental Drowning or Near Drowning

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

### 10. 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**, **Permanent Disablement**, **Hospitalisation**, surgery or other covered losses directly or indirectly caused by or in connection with any of the following unless otherwise expressly stated:

1. **Pre-existing Illness** or pre-existing **Injury**;
2. **Specified Illness** occurring during the first one hundred and twenty (120) days of continuous cover calculated from the commencement of the **Period of Insurance**;
3. Any medical or physical conditions arising during the thirty (30) days of waiting period except where the **Insured Person** is hospitalised due to a covered **Accident** occurring after the commencement of the **Period of Insurance**;
4. Plastic/cosmetic surgery (except reconstructive surgery necessary to restore function after an **Accident** that has occurred during **Period of Insurance**), circumcision, eye examination, glasses, lenses and any other eyewear or surgical correction of near sightedness (radial keratotomy or lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof;
5. Dental conditions including dental treatment or oral surgery except

as necessitated by **Injury** to sound natural teeth occurring wholly during the **Period of Insurance**;

6. 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;
7. Insanity, suicide or any attempt thereof, or intentional self-inflicted injuries, psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations);
8. Intoxication beyond the legal limit in relation to any driving offence and/or when under the influence of illegal drugs;
9. Private nursing, rest cures or sanatoria care, any form of disease, infection or parasites, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV) and any communicable diseases required quarantine by law;
10. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions;
11. Childbirth, miscarriage or any complications to a pregnancy, unless caused solely and directly by an **Accident**; prenatal or postnatal care, surgical, mechanical or chemical contraceptive methods for birth control or treatment pertaining to infertility, erectile dysfunction and tests or treatment related to impotence or sterilisation;
12. **Hospitalisation** primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered **Disability** or any treatment which is not **Medically Necessary** and any preventive treatments, preventive medicines or examinations carried out by a **Medical Practitioner**, and treatments specifically for weight reduction or gain, donation of any body organ by an **Insured Person** and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and any complications thereof;
13. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage or aroma therapy or other alternative treatments;
14. **Hospitalisation** for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the **Insured Person** and **Hospitalisation** due to **Disabilities** arising out of duties of employment or the **Insured Person's** profession that is covered under a Workmen's Compensation insurance contract;
15. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items;
16. Provoked murder or assault;
17. While committing or attempting to commit any unlawful act;
18. While participating in any professional sports;
19. 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;
20. Racing (other than on foot), pace-making, speed or reliability trials;
21. Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
22. 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**.

**Any One Disability** means all of the periods of **Disability** arising from the same cause including any and all complications therefrom except that if the **Insured Person** completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) for such **Disability** for at least ninety (90) days following the latest date of discharge, any subsequent **Disability** suffered shall be deemed a new **Disability** even if it arises from the same cause.

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

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

**Disability** means a sickness, disease or **Illness** or the **Injury** arising out of a single or continuous series of causes.

**Domestic Helper** means the **Insured Person** named in the **Policy** schedule or the certificate of insurance, as the case maybe, whom the **Policyholder** has legally employed as a helper and if the person is a foreign domestic helper, the person shall hold a valid work permit issued by Immigration Department of Malaysia.

**Hospital** means an establishment duly registered as a **Hospital** for the care and treatment of sick and injured persons, and which:

- has facilities for diagnosis, treatment and major surgery;
- provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- is under the supervision of a **Medical Practitioner**; and
- 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.

**Hospitalisation** means admission to a **Hospital** as a registered inpatient for **Medically Necessary** treatments for a covered **Disability** upon recommendation of a **Medical Practitioner**. A patient shall not be considered as an inpatient if the patient does not physically stay in the **Hospital** for the whole period of confinement.

**Illness** means a physical condition marked by a pathological deviation from the normal healthy state.

**Injury** means bodily **Injury** 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 **Domestic Helper** named or described in the **Policy** schedule.

**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.

**Medically Necessary** means a medical service which is:

- consistent with the diagnosis and customary medical treatment for **Disability**;
- in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
- not for the convenience of the **Insured Person** or the **Medical Practitioner**, and unable to be reasonably rendered out of **Hospital** (if admitted as an inpatient);
- not of an experimental, investigational or research nature, preventive or screening nature; and

(e) for which the charges are fair and reasonable and customary for the **Disability**.

**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 Benefit (A) 2 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 or the certificate of insurance, as the case maybe, where coverage details including the relevant particulars of the **Policyholder** and **Insured Person(s)** are stated, and all endorsements attached to this **Policy**.

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

**Policy Year** means one (1) calendar year within the **Period of Insurance**.

**Pre-Existing Illness** means **Disabilities** that the **Insured Person** has reasonable knowledge of. An **Insured Person** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- the **Insured Person** had received or is receiving treatment;
- medical advice, diagnosis, care or treatment has been recommended;
- clear and distinct symptoms are or were evident; or
- its existence would have been apparent to a reasonable person in the circumstances.

**Specialist** means a **Medical Practitioner** registered and licensed as such in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry.

**Specified Illness** means the following sickness, **Illness** or disease and its related complications:

- Hypertension, diabetes mellitus and cardiovascular disease;
- All tumours, cancers, cysts, nodules, polyps;
- Stones in the urinary system and biliary system;
- All ear, nose (including sinuses) and throat conditions;
- Hernias, haemorrhoids, fistulae, hydrocele, varicocele;
- Endometriosis including disease of the reproduction system; and
- Vertebro-spinal disorders (including slipped disc) and knee conditions.

**Sum Insured** means the amount of benefit payable according to the plan purchased as stated in the **Policy** schedule.

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

| Benefits                              | Document(s) Required   |
|---------------------------------------|--|
| All Claims                            | <ol style="list-style-type: none"> <li>1. Completed Allianz e-Payment Form;</li> <li>2. Work permit;</li> <li>3. Passport (foreign domestic helper).</li> </ol>  |
| Accidental Death                      | <ol style="list-style-type: none"> <li>1. Medical report or death certificate;</li> <li>2. Post-mortem report (if any);</li> <li>3. Medical report from the attending medical practitioner verifying the permanent disablement;</li> <li>4. Driving license and police report if involves a motor vehicle accident.</li> </ol>   |
| Permanent Disablement                 |  |
| Medical Expenses                      | <ol style="list-style-type: none"> <li>1. Medical report from the attending medical practitioner;</li> <li>2. Original medical bills/receipts;</li> <li>3. Hospital admission/discharge note or summary;</li> <li>4. Driving license and police report if involves a motor vehicle accident.</li> </ol>  |
| Hospitalisation and Surgical Expenses |  |
| Repatriation Expenses                 | <ol style="list-style-type: none"> <li>1. Medical report or death certificate;</li> <li>2. Driving license and police report if involved motor vehicle accident;</li> <li>3. Embalming certificate;</li> <li>4. Authorisation/permit for repatriation of mortal remains;</li> <li>5. Original receipts for amount claimed for repatriation;</li> <li>6. Post-mortem report, if any.</li> </ol>                                   |
| Ambulance Fee                         | <ol style="list-style-type: none"> <li>1. Medical report from the attending medical practitioner;</li> <li>2. Original medical bills/receipts;</li> <li>3. Hospital admission/discharge note or summary;</li> <li>4. Driving license and police report if involves a motor vehicle accident;</li> <li>5. Original ambulance fee receipt.</li> </ol>  |
| Wages Compensation                    | <ol style="list-style-type: none"> <li>1. Medical report from the attending medical practitioner;</li> <li>2. Hospital admission/discharge note or summary;</li> <li>3. Driving license and police report if involves a motor vehicle accident;</li> <li>4. Copy of medical leave certificate.</li> </ol>  |
| Loss of Documents                     | <ol style="list-style-type: none"> <li>1. Police report/copy of report from relevant authority;</li> <li>2. Original receipts for expenses claimed.</li> </ol>   |
| Replacement Expenses                  | <ol style="list-style-type: none"> <li>1. Medical report from the attending medical practitioner or death certificate;</li> <li>2. Replacement domestic helper employment contract;</li> <li>3. Original receipts for amount claimed;</li> <li>4. Post-mortem report, if any;</li> <li>5. Termination notice issued by maid agency;</li> <li>6. Driving license and police report if involved motor vehicle accident.</li> </ol> |
| Personal Liability                    | <ol style="list-style-type: none"> <li>1. All correspondence/documents from the third party.</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.

## 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



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



fmos.org.my

If your complaint does not fall within the purview of 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



1 300 88 5465  
03 2174 1717 (Overseas)



03 2174 1515 (Fax)



bnm.gov.my (Website)  
bnm.gov.my/livechat (Live Chat)  
bnmlink.bnm.gov.my (elink Form)

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 Center on the types of eligible complaints handled by FMOS 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](mailto:customer.service@allianz.com.my)   AllianzMalaysia  [allianz.com.my](http://allianz.com.my)

