

## ALLIANZ i-ESSENTIALCOVER

### THE CONTRACT

This Policy is issued in consideration of the payment of the Premium as specified in the Policy Schedule and pursuant to Your Application which is material information that shall form part of this contract of insurance between You and Us. If any of Your answers or statements or information is not fully and accurately given, this Policy may be avoided, a claim may be denied or reduced or the terms of this Policy may be changed or varied, or Policy terminated.

### 1. PAYMENT OF PREMIUMS PROVISIONS

#### 1.1 PAYMENT OF PREMIUMS

All Premiums payable under this Policy are to be paid on or before the Due Date to Us using one of the payment methods authorised by Us. Any unpaid Premiums after the Due Date (subsequently called Outstanding Premium) shall constitute Indebtedness to Us.

#### 1.2 PREMIUM INTEREST

If You pay Your Outstanding Premium during the Grace Period (referred to as Grace Period in this Policy), no interest shall be chargeable to You. However, if the Outstanding Premium is paid after the Grace Period, the Outstanding Premium shall bear interest at a rate to be determined by Us. For avoidance of doubt, the interest is chargeable from the Due Date. All interest shall constitute Indebtedness to Us against this Policy as and when it accrues. Any interest accrued and unpaid shall be added to the Outstanding Premiums under this Policy at each Due Date and bear interest at the then declared rate.

#### 1.3 CHANGE OF FREQUENCY OF PREMIUM PAYMENT

Subject to Our approval and terms and conditions, You may change the frequency of Your Premium payment by giving Us written notice. Premium may be paid monthly or annually.

#### 1.4 GRACE PERIOD

You are allowed a period of thirty one (31) days from the Due Date to pay Your Premium, during which period Your policy shall remain in force. If any premium remains unpaid at the end of the Grace Period, this Policy shall lapse and have no further value. If any claim arises during the Grace Period, the Outstanding Premium shall be deducted from the Policy moneys payable

#### 1.5 PREMIUM DEDUCTION AT DEATH OR TOTAL AND PERMANENT DISABILITY

If this Policy becomes terminated by a claim under Clause 2.1 or Clause 2.2 We shall deduct any Premium due and any Premium unpaid for the full Policy Year in which death or Total and Permanent Disability occurs from the Policy moneys payable under this Policy.

### 2. BENEFITS PROVISIONS

While this Policy is in force, We shall, subject to the provisions contained in this Policy, pay the following benefits:

#### 2.1 AMOUNT PAYABLE IN THE EVENT DEATH BEFORE MATURITY/EXPIRY DATE

2.1.1 If the Life Assured dies before the Maturity/Expiry Date, and upon Our receipt and approval of the proof of death of the Life Assured, We shall pay the amount for this benefit as stated in the Table of Benefit less any Indebtedness.

2.1.2 Thereafter, this Policy shall then terminate.

#### 2.2 AMOUNT PAYABLE IN THE EVENT OF TOTAL AND PERMANENT DISABILITY BEFORE MATURITY/EXPIRY DATE

2.2.1 If the Life Assured sustains Total and Permanent Disability before the Policy Anniversary where the Life Assured's age nearest birthday is sixty-five (65) years old and provided such Disability has continued for a period of not less than six (6) months, and upon Our receipt and approval of the proof of Total and Permanent Disability of the Life Assured, We shall pay the amount of benefits as stated in the Table of Benefit according to the plan selected by You subject to the limit of RM4,000,000 per life (non-accidental) or RM1,000,000 per life (accidental), less any outstanding Indebtedness due.

2.2.2 Should the Total and Permanent Disability benefit exceed RM4,000,000 per life (non-accidental) or RM1,000,000 per life (accidental), the balance of the Sum Assured shall be payable upon death. Thereafter this policy shall terminate.

### 3. RISKS EXCLUDED PROVISIONS

- 3.1 This plan shall not cover Total and Permanent Disability caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
- (i) Attempted suicide, self-inflicted bodily injuries or disorderly conduct on the part of the Life Assured;
  - (ii) The Life Assured participating or involving directly or indirectly, in any riot, strike, civil commotion or terrorist activity, war, invasion, act of foreign hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
  - (iii) The Life Assured deliberately exposing himself/herself to unnecessary danger or being involved in any unlawful act, regardless while sane or insane;
  - (iv) Accidental events that are directly or indirectly related to ionization, radiation or contamination by radioactivity, nuclear or biological or chemical weapons material;
  - (v) An opportunistic infection or a malignant neoplasm if at the time of Insured Event, there is presence of Acquired Immunodeficiency Syndrome in Life Assured. An opportunistic infection includes but is not limited to Pneumocystis carini pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection. A malignant neoplasm includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma, hairy-cell leukemia and/or other malignancies now known or which become known as immediate cause of the Insured Event in the presence of Acquired Immunodeficiency Syndrome;
  - (vi) Pre-Existing Conditions, whether disclosed to Us or not;
  - (vii) Any congenital defect which has manifested itself or was diagnosed before the Life Assured attaining the age of seventeen (17) and of which We were not aware at the Issue date of the Policy;
  - (viii) Pandemic disease or communicable disease requiring isolation or quarantine by law;
  - (ix) The Life Assured taking drug, unless it is proven that the drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction; or
  - (x) The Life Assured engaging or taking part in:
    - Making an arrest as an officer of the law;
    - Serving in the armed forces in time of declared or undeclared war while under orders for warlike operations or restoration of public order;
    - Activities which include but are not limited to racing on wheels or on horse, any underwater activities, rock climbing or mountaineering, pot-holing, parachuting, skydiving, hang-gliding, gliding, para-gliding, ballooning, micro-lighting, bungee-jumping, winter sports, hunting on horse-back or driving or riding in any kind of race or brawling and forms of professional sports; or
    - Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance (except when the Life Assured is a passenger on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route or when the Life Assured is a licensed pilot or member of a crew carrying out his/her duty according to his/her employment with that particular commercial airline).

## 4. TERMINATION PROVISIONS

- 4.1 Your Policy shall automatically terminate:
- a) If this Policy becomes paid up, matures/expires, terminates, lapses or is surrendered; or
  - b) If any premiums on this Policy remains unpaid at the end of the Grace Period; or
  - c) Upon the payment of benefit as specified in Clause 2.
- 4.2 Termination of this Policy shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any Premium subsequent to the termination of this Policy shall not create any liability but We shall refund any of such Premium.

## 5. OWNERSHIP PROVISIONS

### 5.1 OWNERSHIP OF POLICY

You are the Policy Owner named in the Policy Schedule or the Endorsement, if any. During the lifetime of the Life Assured, only You have the right to exercise all rights and privileges available under this Policy unless ownership of this Policy has been changed under the provision of Change of Ownership / Assignment.

### 5.2 CHANGE OF OWNERSHIP / ASSIGNMENT

During the lifetime of the Life Assured, You may change the ownership of this Policy by an assignment by filing written notice satisfactory to Us. We shall only be considered to have knowledge of any assignment and the change of ownership shall be deemed effective only if We receive the written notice for the assignment. We may require proof of the assignment but We assume no responsibility for the validity or sufficiency of any assignment.

### 5.3 NOMINATION

5.3.1 If You are the Life Assured under this Policy, You may on the Issue Date and upon attaining sixteen (16) years of age nominate a natural person to receive the Policy moneys payable upon Your death by notifying Us in writing in Our prescribed form giving particulars of the name, date of

birth, identity card number or birth certificate number and the address of the nominee. If You make a nomination after this Policy has been issued, You may be required to submit Your Policy to Us for Our Endorsement on Your Policy.

- 5.3.2 Your nominee shall receive the Policy moneys as executor or executrix and not as beneficiary unless You assign Your Policy to Your nominee. The assignment to Your nominee must be received and endorsed by Us during Your lifetime for it to be effective. However, You need not assign this Policy to Your nominee if the nominee is Your spouse or child or Your parent (if You do not have a spouse or child at the time You make Your nomination) as the nomination of the aforesaid nominees shall create a trust of the Policy moneys payable upon Your death in favour of the aforesaid nominee who shall receive the said Policy moneys as beneficiary. If You are a Muslim Policy Owner, Your nominee shall receive the Policy moneys only as executor or executrix, who shall distribute the Policy moneys in accordance with the Islamic law.

## 5.4 REVOCATION OF NOMINATION

5.4.1 Subject to the provisions of the Financial Services Act 2013 (which shall include any subsequent amendments or enactments to it), Your nomination shall be revoked upon:

- a) The death of Your nominee, or if there is more than one (1) nominee, upon the death of all the nominees, during Your lifetime; or
- b) Our receipt of Your written notice of such revocation to Us; or
- c) Our receipt of Your written notice of any subsequent nomination made by You to Us.

5.4.2 If You have appointed a trustee for Your Policy, You are required to obtain the consent of the trustee before You revoke a nomination under this Policy. The rights of any assignee under an assignment or encumbrance on or attached to this Policy shall have a priority over the interest or claim of Your nominee.

## 6. GENERAL PROVISIONS

### 6.1 ALTERATION

6.1.1 No alteration, variation or waiver of any provision of this Policy shall be valid unless such request for alteration, variation or waiver is made by You through an Endorsement and approved by Our authorised person. We may request for Your Policy to be sent to Us to effect the Endorsement requested by You.

6.1.2 We shall not make any amendments to this Policy unilaterally unless as provided for in this Policy or required by law or regulatory authorities. If so, We shall amend the Policy through an Endorsement in accordance with the regulatory requirement and notify You of such amendment by giving a written notice three (3) months prior to the next Policy Year. Once the Endorsement is effected, the terms and conditions of this Policy shall be read together with such Endorsement.

6.1.3 Only We have the authority to make any alteration to or to waive any of the terms and conditions in Your Policy.

### 6.2 ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

If We receive an order from the relevant authorities to freeze or seize the monies received as Premium or monies payable in respect of this Policy as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if We discover or have reasonable suspicion that this Policy is exploited for money laundering activities and/or to finance terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all Premiums paid and all benefits/sums payable in respect of this Policy in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

### 6.3 APPLICABLE LAW

Your Policy is governed and shall be construed in accordance with laws of Malaysia and the parties to this Policy agree to submit to the exclusive jurisdiction of the Malaysian courts.

### 6.4 CHANGE IN RISK

6.4.1 Immediate written notice must be given to Us at any of Our offices of any changes in the Life Assured's occupation. Upon receipt of such notice, We may at Our discretion alter the terms, conditions, Premiums, and benefits of this Policy accordingly.

6.4.2 We shall be under no liability to pay any benefit under this Policy if the Life Assured without any prior notice to Us, engaged or was employed in any occupation, business or pursuits which in the opinion of Us (whose decision shall be final) is more hazardous or involves greater risk to life or health than the occupation, business or pursuits specified to Us earlier.

### 6.5 CHANGE OF PLAN / CONVERSION

Change of plan or Policy conversion is not allowed.

### 6.6 CLAIM NOTIFICATION

6.6.1 You or Your claimant must give written notice within:

- a) two (2) months from the date of death of the Life Assured to claim under this Policy; or
- b) within six (6) months after the date of commencement of the Total and Permanent Disability

(TPD) of the Life Assured.

to claim under this Policy

- 6.6.2 Failure to give notice within the time stipulated shall not invalidate any claim if it is shown that it was not reasonably possible to give such notice earlier and that notice was given as soon as it was reasonably possible.
- 6.6.3 It shall be at Our sole and absolute discretion whether to accept the reasons given for the failure to give notice within the time stipulated.

## 6.7 CURRENCY AND PLACE OF PAYMENT

All amounts payable by You or by Us pursuant to this Policy shall be payable in Malaysia and in the Malaysian currency.

## 6.8 FILING PROOF OF CLAIMS

- 6.8.1 Proof of death must be furnished to Us within three (3) months after the date of death of the Life Assured.
- 6.8.2 Proof of Total and Permanent Disability (TPD) must be furnished to Us within one (1) year from the date of commencement of Total and Permanent Disability (TPD).
- 6.8.3 We reserve the right to request for any additional proof and further medical examination at Our expense to be carried out on the Life Assured including, if appropriate and permitted by law, an autopsy of the Life Assured in the case of death claim.

## 6.9 FREE LOOK PERIOD

- 6.9.1 You may cancel this Policy by giving Us a written request and returning this Policy to Us within fifteen (15) days or such longer period as may be specified by Bank Negara Malaysia, from the date of receipt of this Policy by You.
- 6.9.2 The amount refunded under this Policy shall be the premium paid less expenses incurred for medical examination (if any).

## 6.10 FREEDOM FROM RESTRICTIONS

This Policy contains no restriction upon the Life Assured in respect of travel, residence or occupation. There is one (1) policy per life restriction.

## 6.11 GUARANTEED PREMIUM RATES AND RENEWABILITY

Subject to the termination clause contained in the Policy, Premium rates and renewability of the Policy are guaranteed.

## 6.12 INDISPUTABILITY

We shall not dispute the validity of Your Policy if it has been in force during the lifetime of the Life Assured for at least two (2) years from the Issue Date or Reinstatement Date of this Policy, whichever is later unless a statement of material fact or matter was fraudulently made or there was a fraudulent suppression or omission of material fact or matter in Your Application.

## 6.13 MISTATEMENT OF AGE AND SEX

- 6.13.1 The age and sex of the Life Assured is stated in the Policy Schedule. The age is the age nearest birthday of the Life Assured. This age is based on the date of birth stated in the enrollment form.
- 6.13.2 If the age and/or sex of the Life Assured has been misstated, We may vary the term of coverage or any benefits that may become payable based on the Premium that would become payable if this Policy had been based on the true age and/or sex.
- 6.13.3 Where the Life Assured was not eligible for the insurance at the true age and/or sex, We shall refund the Total Premiums Paid without interest and this Policy will be void.
- 6.13.4 We shall require proof of age of the Life Assured before payment of benefits under this Policy unless the age has been previously verified and confirmed by Us to be correct.

## 6.14 NOTICE

Unless as otherwise provided in this Policy, all notices, demand or other communications required or permitted to be given or made under the terms of this Policy shall be in writing and delivered personally or sent by normal or prepaid registered post to the addresses set out in this Policy (or to such other address as either party may from time to time notify the other) or delivered electronically. Any such notice, demand or communication shall be deemed to have been duly served:

- a) Immediately if delivered personally; or
- b) Five (5) days after posting (excluding Saturday, Sunday and Malaysian federal public holidays), if sent by normal or prepaid registered post, or
- c) Immediately, if delivered electronically

## 6.15 PARTICIPATION IN DIVISIBLE SURPLUS

This is a Non-Participating Policy.

## 6.16 PROOF OF CLAIMS

- 6.16.1 Upon Our receipt of the claim notification as provided under Clause 6.6, We will furnish to You or Your claimant the appropriate forms for filing proof of death or Total and Permanent Disability.
- 6.16.2 Claims shall be made on forms provided by Us together with written proof covering the occurrence,

character and the extent of death or Total and Permanent Disability for which claims are made.

6.16.3 Such proof and other documents must be given to Our satisfaction and at Your or Your claimant's expense.

## 6.17 REINSTATEMENT

6.17.1 If Your Policy is terminated due to non-payment of Premium, You may, upon obtaining Our written consent, reinstate Your Policy at any time within three (3) years from the Due Date of the Premium in default, subject to the requirements below.

6.17.2 To reinstate Your Policy, We require the following:

- a) Your written request for reinstatement; and
- b) Payment of all overdue Premiums with interest; and
- c) Repayment of all outstanding Indebtedness with interest as at the Due Date of the Premium in default; and
- d) Satisfactory evidence of the Life Assured's health and insurability.

Interest on Premiums will be compounded annually at a rate to be determined by Us to the Reinstatement Date.

6.17.3 Approval for Your application for reinstatement is subjected to Our underwriting requirements and upon such variations as We may decide.

6.17.4 Any reinstatement shall only take effect upon Our written acceptance of Your application for reinstatement and provided that such acceptance is made during Your lifetime and shall only cover the loss or insured event which occurs after the Reinstatement Date.

## 6.18 SEVERABILITY

In the event that any provision or part of a provision in this Policy is held or found to be void, invalid or otherwise unenforceable, that provision or part of that provision shall be deemed not part of this Policy and it shall not affect the enforceability of the remainder of this Policy.

## 6.19 SUICIDE CLAUSE

If the Life Assured whether sane or insane, commits suicide within twelve (12) months from the Issue Date or Reinstatement Date of this Policy, whichever is later, this Policy shall become void and We shall refund the Premium paid without interest under this Policy. Thereafter, the Policy shall terminate.

## 6.20 APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "Applicable Tax") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Policy, We 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.

## 6.21 TIME

Time wherever mentioned, is of the essence.

## 6.22 WAIVER

Failure or neglect by either party to enforce at anytime any right or remedy under the provisions of this Policy shall not be construed or deemed to be a waiver of either party's right or remedy or in any way affect the validity in whole or in part of this Policy or prejudice either party's right from further action.

## 7. DEFINITIONS

When used in this Policy:

7.1 "**Accident**" means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury.

7.2 "**Activities of Daily Living (ADL)**" are as follows: -

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

- f) **Eating**  
All tasks of getting food into the body once it has been prepared without requiring the assistance of another person.
- 7.3 **“Age”** means the age nearest birthday of the Life Assured.
- 7.4 **“Application”** means Your request for insurance under this Policy and all relevant documentary declaration and/or statements made by You.
- 7.5 **“Basic Policy”** means the basic plan or the Policy without the Supplementary Contracts.
- 7.6 **“Bodily Injury”** means Bodily Injury caused directly and independently of all other causes, by Accident of which, except in the cause of drowning or of internal injury revealed by autopsy, there is evidence of visible contusion or wound on the exterior of the body. For the avoidance of doubt, internal injury is also compensated provided that it is substantiated with an X-ray or other relevant medical report(s) to prove that such internal injury is accidental and not due to sickness.
- 7.7 **“Disability”** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.
- 7.8 **“Divisible Surplus”** means any surplus from the life insurance fund to be distributed from time to time as bonus and/or dividends.
- 7.9 **“Due Date”** means the date for payment of Premium as stated on the Policy Schedule or the Endorsement, if any.
- 7.10 **“Endorsement”** means a variation to this Policy.
- 7.11 **“Indebtedness”** means any amount due and owing to Us.
- 7.12 **“Issue Date”** means the date Your Policy is issued as stated in the Policy Schedule or the Effective Date of Endorsement as stated in the Letter of Endorsement, whichever is later.
- 7.13 **“Life Assured”** means the person, as specified in the Policy Schedule, whose life is insured under this Policy.
- 7.14 **“Maturity/Expiry Date”** means the date, as specified in the Policy Schedule, when this Policy shall mature/expire.
- 7.15 **“Non-participating”** means Your Policy does not participate in the Divisible Surplus of Our life insurance business.
- 7.16 **“Policy Owner/You/Your”** means the person who owns this Policy and can exercise all rights, privileges and options available under this Policy. The Policy Owner may be the Life Assured or someone other than the Life Assured.
- 7.17 **“Policy”** or **“the Policy”** means the Basic Policy, the Supplementary Contract(s) and Endorsements, if any, attached to the Basic Policy which form an integral part of the entire legal contract between You and Us. Pursuant to the Policy We agree to give You the benefits set out in the Policy Schedule/Endorsement for the Premiums paid by You.
- 7.18 **“Policy Anniversary”** means the same date each year as the Policy Date.
- 7.19 **“Policy Date”** or **“Commencement Date”** means the date the insurance coverage under this Policy commences. The Policy Date is shown in the Policy Schedule and the Commencement Date is indicated in the relevant Endorsement and shall include the Reinstatement Date.
- 7.20 **“Pre-Existing Conditions”** means any Disability (physical or mental) of the Life Assured where the Disability is one (1) for which:
- a) the Life Assured had received or is receiving the treatment; and/or
  - b) medical advice, diagnosis, care or treatment has been recommended; and/or
  - c) clear and distinct symptoms are or were evident.
- 7.21 **“Premium”** refers to the regular Premium payable for this Policy.
- 7.22 **“Reinstatement Date”** means the date Your application for reinstatement is approved by Us.
- 7.23 **“Supplementary Contract”** refers to the respective supplementary contract(s) attached to this Policy.
- 7.24 **“Total and Permanent Disability”** means  
Totally unable to engage in any work, occupation or profession that the Life Assured can ever be capable

of doing or following to earn or obtain any wages, compensation or profit, at the time that the disability commences and at any time after that, provided however that such Disability must last for a continuous period of not less than six (6) months in duration. If it is subsequently admitted as a Total and Permanent Disability for the purpose of this Policy, Our liability shall accrue as from the date of commencement of the Disability.

If the Life Assured is not gainfully employed at the time of disability, Total and Permanent Disability means being totally unable to perform at least 3 of 6 Activities of Daily Living for a continuous period of at least six (6) months.

In addition to the aforesaid, the occurrence of any of the following shall also be considered as a Total and Permanent Disability:

- a) Total paralysis of any two limbs at or above the wrist or ankle; or
- b) Total and irrecoverable loss of the sight of both eyes; or
- c) Loss by severance of two limbs at or above wrist or ankle; or
- d) Total and irrecoverable loss of the sight of one eye and loss by severance, or total paralysis of one limb at or above wrist or ankle.

7.25 “We/Us/Our” means Allianz Life Insurance Malaysia Berhad.

### TABLE OF BENEFITS

Insured Event	Plan 100	Plan 200	Plan 300	Plan 400	Plan 500
Death / Total and Permanent Disability	RM100,000	RM200,000	RM300,000	RM400,000	RM500,000

Notes:

- a) Amount payable upon TPD is subject to a limit of RM4,000,000 (non-accidental) per life or RM1,000,000 (accidental) per life.
- b) TPD coverage shall expire upon the Policy Anniversary when the Life Assured attains age sixty-five (65) nearest birthday.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**