



## SmartPA

### IMPORTANT NOTICE

This is Your **SmartPA** Policy. Please read this Policy carefully together with the Schedule of Benefits to ensure that You understand the terms and conditions and that the cover You require is being provided. If You have any questions after reading this document, please contact Your insurance advisor or AXA Affin General Insurance Berhad. If there is any changes in Your circumstances that may affect the insurance provided, please notify Us immediately, otherwise You may not receive the full benefits of this Policy.

To help preserve the environment, AXA will send You one policy booklet only. Please keep this Policy booklet in a safe place. In case of renewal and/or Policy condition amendment, We will send You the Schedule of Benefits and Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

If, for any reason, You are unhappy with the service You have received from Us, You can take the following steps:-

1. In the first instance, please write to Our Customer Service Department at Our current address. Alternatively, You can e-mail Us at: [customer.service@axa.com.my](mailto:customer.service@axa.com.my)
2. If you are still not satisfied with the way any issue has been handled you can:
  - (a) refer matters concerning claims to:  
Ombudsman for Financial Services - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Tel: (603) 2272 2811 Fax: (603) 2272 1577
  - (b) Submit your complaints/feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send letter to P.O Box 10922, 50929 Kuala Lumpur.

If You require a copy of this Policy in Bahasa Malaysia, please contact Us or download a copy from Our website.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

#### Section 1 – Accidental Death

We will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain bodily Injury caused by an Accident directly and independently of any other cause within one year and resulting in death.

Upon renewal of this Policy, the Principal Sum Insured shall be increased by 10% per year up to a maximum of 50% of the Principal Sum Insured at the inception of the Policy provided that:

- (a) no claim has been made under Section 2 – Permanent Disablement during the preceding Period of Insurance; and
- (b) the Policy has been continuously renewed (without any lapsed period).

In the event of any claim is made under Section 2 of this Policy, upon subsequent renewal, the amount shall revert to the Principal Sum Insured as stated in the Schedule of Benefits.

#### Section 2 – Accidental Permanent Disablement

We will pay the amount shown in the Schedule of Benefits if during the Period of Insurance an Insured Person shall sustain bodily Injury caused by an Accident resulting directly and independently of any other cause within one year in disablement (total or partial) as described in the "Scale of Permanent disablement benefits". The Insured Person will receive the percentage of the amount as described in the "Scale of Permanent disablement benefits".

Upon renewal of this insurance Policy, the Principal Sum Insured shall be increased by 10% per year up to a maximum of 50% of the Principal Sum Insured at the inception of the Policy provided that:

- (a) no claim has been made under this Section 2 – Accidental Permanent Disablement during the preceding Period of Insurance; and

- (b) the Policy has been continuously renewed (without any lapsed period).

In the event of any claim is made under Section 2 of this Policy, upon subsequent renewal, the amount shall revert to the Principal Sum Insured as stated in the Schedule of Benefits.

#### Section 3 – Double Indemnity

We will pay double the Principal Sum Insured in the event of Death or Permanent Total Disablement whilst:

##### i. Travelling on Public Transport

In the event that Accidental Death or Permanent Total Disablement occurring whilst an Insured Person is travelling on a Public Transport, the amount payable is 200% of the Principal Sum Insured stated in the Schedule of Benefits.

##### ii. Travelling Overseas

In the event that Accidental Death or Permanent Total Disablement occurring whilst an Insured Person is Travelling Overseas, the amount payable is 200% of the Principal Sum Insured stated in the Schedule of Benefits.

##### iii. Being a victim of Snatch Theft or Robbery

In the event that Accidental Death or Permanent Total Disablement caused by Snatch Theft or Robbery, the amount payable is 200% of the Principal Sum Insured stated in the Schedule of Benefits.

**NOTE: CLAIM UNDER SECTION 3 – DOUBLE INDEMNITY IS PAYABLE FOR ONLY ONE OF THE COVERS UNDER (i), (ii) OR (iii) PER ACCIDENT**

#### Section 4 – Accidental Medical Expenses

(a) Medical Expenses - We will pay the medical Clinic or Hospital treatment expenses, including all daily room and board expenses incurred by an Insured Person while he/she is a Hospital Patient.

(b) Alternative Medical Treatment - We will pay the expenses for Alternative Medical Treatment incurred by an Insured Person as a result of an Accident, limited to RM50 per visit per day. The claim must be accompanied with an official payment receipt.

For any one Insured Person We will not pay more than the amount shown in the Schedule of Benefits for "Accidental Medical Expenses", for any one Accident.

#### Section 5 – Protheses

We will pay up to maximum of RM1,000 per Accident for the necessary expenses incurred by an Insured Person for the actual cost of purchasing wheelchair, artificial arm or leg and crutches provided always that such expenses are necessary to assist in the mobility of the Insured and are recommended by the attending specialist physician/surgeon.

### Section 6 – Local Ambulance Fees

We will pay up to maximum of RM500 per Accident for the ground ambulance costs incurred for the transportation of the Insured Person to the Hospital following an Accident.

### Section 7 – Daily Hospital Allowance

We will pay the amount stated in the Schedule of Benefits for each complete 24 hours if an Insured Person is hospitalized as an in-patient for treatment or surgery due to an Accident up to a maximum of 100 days any one Period of Insurance.

### Section 8 – Weekly Nursing Care Charges

We will pay the amount stated in the Schedule of Benefits, up to a maximum of 4 Weeks any one Period of Insurance, being reimbursement of nursing care charges considered necessary by the Hospital after discharge there from, provided that hospitalization is due to an Accident.

### Section 9 – Cash Relief

We will pay the amount stated in the Schedule of Benefits in the event of death of the Insured Person resulting from an Accident, provided that a valid claim is payable under Section 1 of this Policy.

### Section 10 – Repatriation Expenses

We will pay reasonable charges in the event of death of the Insured Person resulting from an Accident outside Malaysia, to transport the body, or to cremate and transport the ashes to Malaysia, provided that a valid claim is payable under Section 1 of this Policy.

### Section 11 – Personal Liability

We will pay up to the amount stated in the Schedule of Benefits all sums, which the Insured Person shall become legally liable to pay as compensation in respect of:

- (a) Accidental bodily injury to any person
- (b) Accidental Damage to property

caused by the Insured's personal negligence or fault during the Period of Insurance including all costs and expenses incurred with Our written consent.

For any one Insured Person, We will not pay more than the amount stated in the Schedule of Benefits during any one year.

Territorial limit: Worldwide

### Section 12 – Bereavement / Funeral Allowance

We will pay the amount stated in the Schedule of Benefits in the event of death of the Insured Person resulting from an Accident, provided that a valid claim is payable under Section 1 of this Policy.

### Section 13 – Dental and Corrective Surgery

We will pay up to RM5,000 for any additional expenses incurred for dental correction and/or corrective surgical operations to the face, neck, head or chest (navel up) due to an Accident.

### Section 14 – Kidnap Benefit

#### a) Kidnap – Lump Sum Payment

We will pay a lump sum of RM5,000 in the event insured being kidnapped.

#### b) Kidnap – Reward

We will also offer a reward of RM25,000 for information leading to the recovery of the Insured provided that the Insured is alive at the time of recovery.

#### c) Kidnap – Insured Not Recovered

In the event that the Insured Person is not recovered after a period of one year from the day of the kidnap, We will pay the Principal Sum Insured under Section (1a) provided that sufficient evidence is produced satisfactory to Us that inevitably leads Us to the conclusion that the insured person is dead.

### Section 15 - Compassionate Care Allowance

We will pay RM200 per Week up to RM1,000 for reasonable expenses incurred for travelling and accommodation by one (1) family member to take care and/or accompany the Insured who is a minor (not more than twelve (12) years old) during the period of hospitalization, provided that the hospitalization is a result of an Accident.

### Section 16 – Snatch Theft or Robbery

We will pay a lump sum of RM300 for Loss or Damage to personal effects as a result of Snatch Theft or Robbery, subject to a police report being lodged within 24 hours from occurrence.

### Section 17 - Cashless Admission Guarantee

We guarantee the Insured Cashless Admission for hospitalization as a result of an Accident up to the amount payable under Section 4 - Accidental Medical Expenses as stated in the Schedule of Benefits at all participating Hospitals in Malaysia.

We will also facilitate the Insured's discharge from the same Hospital provided all items in the Hospital bill are covered under the medical expenses benefit. This cashless benefit will only be activated after seven (7) working days from the submission and acceptance of the Insured's proposal to any AXA Affin General Insurance Berhad office.

Condition (Applicable to Sections 4 and 17 of this Policy):

- (a) We will not pay costs/expenses for services which is of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and any other ineligible non-medical items.

### Section 18 - Loan Protector

We will reimburse the Insured Person's outstanding revolving line of credit liabilities for credit card, personal loan, overdraft, education loan, housing, car loan and renovation loan with any Banks up to the amount stated in the Schedule of Benefits in the event of Accidental Death to the insured person.

### Section 19 - Temporary Total Disablement

We will pay the amount shown in the Schedule of Benefits, up to a maximum of 104 Weeks, if during the Period of Insurance the Insured Person shall become wholly and continuously disabled as a result of an Accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or business.

Condition (Applicable to Sections 18 and 19 of this Policy):

- (a) We will not pay this benefit in respect of any Insured Person who is not gainfully employed or not engaged in any business at the time of the Accident. This includes full-time housewives and students.

## GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule of Benefits.

TERMS	MEANING
1. <b>Accident</b>	means a sudden unforeseen and fortuitous event which includes Snatch Theft and Robbery.
2. <b>Accidental Death</b>	means death by reason of Accident.
3. <b>Alternative Medical Treatment</b>	means medical treatment by registered traditional medicine practitioner, osteopath, chiropractor, herbalist and/or bonesetter.
4. <b>Banks</b>	means any bank duly licensed by Bank Negara Malaysia (BNM) (or any other regulatory authority in Malaysia) to carry out banking business in Malaysia.
5. <b>Clinic</b>	means any medical establishment operated by Registered Medical Practitioner.
6. <b>Cover(s)/ Coverage</b>	means the extent of insurance protection afforded by this Policy.
7. <b>Damage</b>	means harm to property, resulting in loss of value or the impairment of usefulness.
8. <b>Endorsement</b>	means authorised revision(s) to this Policy.
9. <b>Hospital</b>	means any institution lawfully operating twenty four (24) hours a day for the care and treatment of injured persons with organized facilities including but not limited to diagnosis, surgery, nursing service and medical supervision, but excluding any institution Used as a center for nursing care, convalescent, geriatric care, mental care, rehabilitation or extended care, and/or the care or treatment of alcoholics or drug addicts.
10. <b>Hospital Patient</b>	means a person necessarily and continuously confined to a Hospital, under the care of a Registered Medical Practitioner for more than six (6) hours, confinement being certified as necessary by the attending Medical Practitioner.

<b>11. Injury</b>	means bodily injury caused solely & directly by an Accident, independent of all other causes.
<b>12. Insured Person</b>	means the person, his/her legal spouse (as applicable) or his/her child/children named as the Insured in the Schedule of Benefits, provided that the Insured Person is: <ul style="list-style-type: none"> <li>i. In the case of parent(s), between 18 and 65 years of age at the time of first inception and renewable up to 75 years of age; and</li> <li>ii. In the case of child/children, unmarried dependent child/children aged between 1 year and 18 years or if pursuing full time education in a Recognized Educational Institution of Higher Learning, aged up to 23.</li> </ul>
<b>13. Loss</b>	means any Injury sustained by the Insured Person in consequence of the happening of any Accident.
<b>14. Loss of Limb</b>	means Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and permanent Loss of Use of hand, arm or leg.
<b>15. Loss of Sight</b>	means total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind, beyond remedy by surgical or other treatment.
<b>16. Permanent Total Disablement</b>	Injury which, having lasted for a continuous period of twelve calendar months from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
<b>17. Permanent</b>	means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, without hope of improvement.
<b>18. Period of Insurance</b>	means the period specified on the Schedule of Benefits or in any Endorsement.
<b>19. Personal Effects</b>	means hand carried bag(s), wallet or purse in the possession of the Insured Person together with the contents therein; and/or valuables or jewellery worn by the Insured Person.
<b>20. Policy</b>	means the following documents: <ul style="list-style-type: none"> <li>(a) this document</li> <li>(b) Schedule of Benefits</li> <li>(c) Endorsement(s)</li> </ul>
<b>21. Premium</b>	means the specified amount of payment required periodically by Us to provide Coverage under this Policy for the Benefits specified in the Schedule of Benefits.
<b>22. Principal Sum Insured</b>	means Sum Insured at the point of first Policy inception not including renewal bonus.
<b>23. Proposal Form</b>	means the form to be signed by the Policyholder providing material information relevant to the Cover.
<b>24. Public Transport</b>	means any transportation provided and operated by a duly licensed carrier and meant for the local public interest to move around and which is recognized by respective countries (bus, taxi, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or scheduled flights). This excludes all modes of transportation that are chartered or arranged as part of a tour, even if the services are regularly scheduled.
<b>25. Registered Medical Practitioner</b>	means a medical practitioner or doctor (other than Yourself, a member of Your immediate family or relatives ) who is registered with the relevant body, and is duly licensed to practice Western medicine.
<b>26. Robbery</b>	means taking or attempting to take something of value from the Insured Person illegally by force or threat of force or by intimidating or putting the Insured Person in fear with the intent to permanently deprive the Insured Person of that property.

<b>27. Schedule of Benefits</b>	means the document containing salient and relevant information pertaining to this Policy including the list of Benefits and Sum Insured.
<b>28. Snatch Theft</b>	means the act of forcefully snatching from the Insured Person who was, at the time of such act, a pedestrian at a public walkway or in a transport or in a public place outside his residence or place of work and fleeing the scene.
<b>29. Sum Insured</b>	means the sum specified against each of the Benefits stipulated in the Schedule of Benefits which is the maximum amount We will pay in the event of claim(s).
<b>30. Total Disablement</b>	means an inability of the Insured Person to engage in, or attend to his/her Usual daily or business activities as a result of any Injury sustained through an Accident.
<b>31. Travelling Overseas</b>	means travel for leisure or business purpose to any destination outside of Malaysia, which shall not exceed ninety five (95) consecutive days.
<b>32. We/Us/Our/AXA</b>	means AXA AFFIN GENERAL INSURANCE BERHAD.
<b>33. You/Your/Yourself /Insured/ Policyholder</b>	means the person(s) named as the Policyholder in the Certificate of Insurance and to whom this Policy is issued to provide Cover for the Insured. For avoidance of doubt, a Policyholder may also be an Insured Person.

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**SCALE OF PERMANENT DISABLEMENT BENEFITS**

1. Permanent Total Disablement		100%
2. Loss of Limb		100%
3. Total Loss of Sight of one eye or both eyes		100%
4. Total paralysis		100%
5. Complete and incurable insanity		100%
6. Loss of hand at or above the wrist		100%
7. Loss of foot at or above the ankle		100%
8. Loss of Sight of eye except perception of light		50%
9. Loss of lens of eye		50%
10. Loss of four fingers and thumb of one hand		50%
11. Loss of four fingers		40%
12. Loss of thumb	-both phalanges	25%
	-one phalanx	10%
13. Loss of index finger	-three phalanges	10%
	-two phalanges	8%
	-one phalanx	4%
14. Loss of middle finger	-three phalanges	6%
	-two phalanges	4%
	-one phalanx	2%
15. Loss of ring finger	-three phalanges	5%
	-two phalanges	4%
	-one phalanx	2%
16. Loss of little finger	-three phalanges	4%
	-two phalanges	3%
	-one phalanx	2%
17. Loss of metacarpals	-first or second	3%
	-third, fourth or fifth	2%
18. Loss of toes	-all	18%
	-big, both phalanges	5%
	-big, one phalanx	2%
	-other than big, each toe	1%
19. Permanent and Total Loss of hearing	-both ears	75%
	-one ear	15%
20. Permanent and Total Loss of speech		50%
21. Permanent partial disablement which is not specified above (excluding Loss of sense of taste or smell). The percentage to be determined by Us based on assessment by and opinion of Our advisor(s)		

**PROVISIONS (these should be read in conjunction with the Schedule of Benefits)**

1. The benefit payable under Section 1, 2 and 3 for each child/children is limited to 15% of the respective amount shown in the Schedule of Benefits.
2. Upon death of the Insured Person, payment shall be made under Section 1 or 3 only and no payment shall be made under Section 2.
3. The maximum sum payable under Section 2 shall not exceed the amount shown in the Schedule of Benefits under Section 2.
4. Upon the payment of Section 1 or 3 or the maximum sum under Section 2, We will be discharged from any further claim, except for expenses incurred under other Sections arising from the same Injury or Accident.
5. Any sum payable under Section 1, 2 or 3 shall be reduced by the total of all payments made under Section 19 in respect of the same Injury or Accident.
6. Payments under Section 19 may be made at intervals in arrears during the period of disablement at our discretion but we shall reserve the right to withhold any such payments if we so wish until the total amount due to the Insured shall have been ascertained and proved to our satisfaction.

**EXTENSIONS (these extensions are also subject to the Exclusions below)**

Subject to the terms and conditions of this Policy, this Policy is extended to Cover:-

**1. Amateur Sport**

Accidental Death or Injury of the Insured Person consequent upon all amateur sports other than participation in any kind of speed contests.

**2. Bereavement / Funeral Allowance**

Bereavement and funeral allowance up to the limit stated in the Schedule of Benefits as a result of death of the Insured Person due to Dengue Fever, Malaria, Japanese Encephalitis and Pandemic Influenza.

**3. Disappearance**

Death, if the Insured Person disappears following an Accident involving the Insured Person and the Insured Person's body is not found within one (1) year after his/her disappearance provided that sufficient evidence is produced satisfactory to Us that inevitably leads Us to the conclusion that the Insured Person died as a result of the Accident.

**4. Drowning**

Death of the Insured Person arising out of drowning.

**5. Exposure**

Injury caused solely by an Accident as defined in the Policy the Insured suffers Death or Disablement as a result of exposure to elements beyond his/her control, We will consider such Death or Disablement as having been caused by the Accident.

**6. Food and/or Beverage Poisoning**

Death of or Injury to the Insured Person caused by food and/or beverage poisoning.

**7. Hijack**

Death of or Injury to the Insured Person as the result of Hijack or attempted Hijack of the Insured Person during the Period of Insurance.

"Hijack" shall mean the unlawful seizure or wrongful exercise control of an aircraft or other conveyance (or of the crew thereof) in which the Insured Person is travelling as a passenger.

**8. Intoxication by Alcohol**

Death of or Injury to the Insured Person as a result of intoxication by alcohol but excludes liability when the Insured Person is driving whilst intoxicated.

**9. Motorcycling**

Death of or Injury to the Insured Person consequent upon the use of a motorcycle, motor scooter, moped or mechanically assisted pedal cycle, provided always that We shall not be liable to make any payment for Death or Injury consequent upon racing, speed tests/trials or competitions.

**10. Murder and Assault**

Death of or Injury to the Insured Person directly or indirectly caused by any Act of Violence by any person against the Insured Person provided that the Insured Person has not in any way caused and/or contributed to the Act of Violence.

"Act of Violence" means murder, attempted murder or physical assault.

**11. Snake/Insect Bite (excluding Mosquito Bite)**

Death of or Injury to the Insured Person is arising out of bite by snake or other insects (excluding mosquito bite) known to be harmful such as bee, wasp, spider, centipede, scorpion etc.

**12. Suffocation through Smoke, Fumes or Poisonous Gas**

Death of or Injury to the Insured Person arising from suffocation caused by smoke, fumes or poisonous gas.

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**WHAT IS NOT COVERED (these Exclusions apply throughout Your Policy)**

1. Any unlawful act of an Insured Person or his willful exposure to danger (other than in an attempt to save human life), intentional self-Injury, suicide or attempted suicide, while sane or insane.
2. Any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by Accident, except bacterial infection that is the direct result of an accidental cut or wound.
3. Medical or surgical treatment except where such treatment is rendered necessary by bodily Injury within the scope of this Policy.
4. Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
5. Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
6. Pregnancy or childbirth.
7. Effect or influence of drugs not prescribed by a qualified medical practitioner.
8. Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
9. Regular or temporary, military or police duties or fire service of any country.
10. Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or Usurped power.
11. Riot and civil commotion where the Insured Person is actively participating.
12. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
13. Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
14. Insured Person engaging or participating in any professional sports.
15. Insured Person engaging or participating in dangerous activities or sports such as winter sports, skating of any kind, rock climbing, mountaineering (which requires the Use of ropes or guides), pot-holing, skin diving, parachuting, under water activities necessitating the Use of underwater breathing apparatus, steeple chasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.

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**WHAT IS NOT COVERED (Applicable to Section 11 of this Policy)**

1. Injury to any member of Your family or household or to any person engaged in and upon Your service at the time of sustaining such Injury.
2. Damage to property belonging to You or in Your charge or under Your control or under the control of any servant or member of Your family or household.
3. Injury and/or Damage caused directly or indirectly by or traceable to:
  - a) the ownership or possession or Use of firearms aircraft watercraft (except non-power driven craft Used on inland waterways) or any animal (other than a cat or dog).

- b) the ownership or possession or driving or control of any motor or animal drawn vehicle or mechanically propelled or power assisted cycle.
  - c) the ownership or possession or occupation of land dwelling houses or other buildings.
  - d) the pursuit or exercise by or on behalf of the Insured of any trade business or profession.
4. Liability which attaches by virtue of any contract or agreement but which would not have attached in the absence of such contract or agreement.
  5. Any judgments, which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

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**CONDITIONS (Applicable to Section 11 of this Policy)**

1. Upon the happening of any Injury and/or Damage notice shall as soon as practicable after the occurrence comes to the knowledge of the Insured or the Insured's representatives for the time being be given to AXA. Notice of a claim and any communication whatever relating to the occurrence giving rise thereto must be forwarded to AXA immediately on receipt by the Insured thereof. AXA may take upon itself the settlement of the claim and the Insured shall not incur any expense (litigation or otherwise) or make any payment settlement arrangement or admission of liability in respect of the claim without the written consent of AXA which shall if and so long as it so desires have the absolute conduct and control in the name of and on behalf of the Insured of the defense to any proceedings that may be taken to enforce any claim Covered by this Policy. AXA may at its own expense and for its own benefit take proceedings in the name of the Insured to recover compensation or secure an indemnity from any Trial Party in respect of any compensation or damages that are or may be Covered by this Policy. The Insured shall afford to AXA all information and assistance in connection with the claim and any proceedings as AXA may require.
2. In connection with any one claim or number of claims arising out of one occurrence AXA may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which any such claim or claims can be settled and upon such payment AXA shall relinquish conduct and control of and be under no further liability in connection with such claim or claims except for costs and expense of litigation recoverable or incurred in respect of matters prior to the date of such payments.
3. If at the time of the happening of any occurrence Covered by this Policy there is any other existing insurance Covering the same liability then AXA shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of such occurrence.

Provided always that nothing in this condition shall impose on AXA any liability which but for this condition it would have been relieved by the terms of the paragraph of this Policy relating to indemnity to members of the Insured's family.

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**GENERAL CONDITIONS**

**1. Condition Precedent to Liability**

The due observance and fulfillment of the terms provisions conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

**2. Change of Occupation**

This Policy shall cease to be in force if there should be any alteration in the occupation or job nature of the Insured unless specified otherwise in the Schedule of Benefits.

**3. Changes in Your Circumstances**

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance. We will advise You if there is any additional Premium payable by You.

**4. Fraud**

You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the Policy knowing the claim to be false or fraudulently inflated in any respect or if any Loss or Damage is caused by Your willful act or with Your connivance We will not pay the claim and all Cover under the Policy will be forfeited.

**5. Cancellation**

We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return any proportionate part of the Premium in respect of the unexpired Period of Insurance provided no claims have been made.

You may also cancel the Policy at any time by sending 7 days written notice to Us and in which case, We will retain the customary short period rate for the time the Policy has been in force. Such cancellation shall be without prejudice to any claim originating prior thereto.

**6. Payment of Benefits**

Any benefits payable under this Policy will be paid to the beneficiary (ies) or nominee(s) named by the Insured or to his legal personal representative upon his death.

**7. Arbitration**

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of AXA or any right of action against AXA.

If any such difference shall relate to the degree of Permanent disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.

**8. Claims Notification**

If any Accident, Injury, Loss or liability happens which may give rise to a claim, You must:

- give written notification to Us of any bodily Injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the Injury immediately in the case of death or within twenty one days of the occurrence in the case of bodily Injury.
- ensure that proper medical and surgical advice is obtained and followed by You or Your family members as soon as possible after any Accident or Injury.
- at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require.

We are entitled to request:

- an examination by a medical referee appointed by Us for a non-fatal Injury.
- a post-mortem examination in the event of death.

**9. Other Insurance(s) [Applicable to Section 4 only]**

If any Accident, Injury, Loss Insured by this Policy is Covered by any other insurance We will only pay Our rateable proportion.

**10. Renewal**

If the Insured reaches the age of 75 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule of Benefits.

We are not obliged to accept any renewal Premium or to send You notice of any renewal Premium becoming due.

SCHEDULE OF BENEFITS		Sum Insured/Limit of Liability Per Accident (RM)					
		Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6
1. Accidental Death	Per Adult	50,000	100,000	200,000	300,000	500,000	750,000
	Per Child	7,500	15,000	30,000	45,000	75,000	112,500
	Per Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000
2. Accidental Permanent Disablement	Per Adult	50,000	100,000	200,000	300,000	500,000	750,000
	Per Child	7,500	15,000	30,000	45,000	75,000	112,500
	Per Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000
Renewal Bonus		10% per year up to 50% of Principal Sum Insured of Accidental Death and Accidental Permanent Disablement					
3. Double Indemnity	Per Adult	100,000	200,000	400,000	600,000	1,000,000	1,500,000
	Per Child	15,000	30,000	60,000	90,000	150,000	225,000
	Per Family	300,000	600,000	1,200,000	1,800,000	3,000,000	4,500,000
4. Accidental Medical Expenses a) Medical Expenses	Per Adult/Child	3,000	4,000	5,000	6,000	7,000	9,000
	Family	9,000	12,000	15,000	18,000	21,000	27,000
b) Alternative Medical Treatment maximum RM50/consultation/day	Per Adult/Child	500 per accident					
	Family	1,500 per accident					
5. Prostheses	Per Adult/Child	maximum 1,000 per accident					
	Family	maximum 3,000 per accident					
6. Local Ambulance Fees	Per Adult/Child	500					
	Family	1,500					
7. Daily Hospital Allowance (maximum 100 days)		50 per day	75 per day	100 per day	125 per day	150 per day	200 per day
	Maximum per accident per Adult/Child	5,000	7,500	10,000	12,500	15,000	20,000
	Maximum per accident per Family	15,000	22,500	30,000	37,500	45,000	60,000
8. Weekly Nursing Care Charges (maximum 4 weeks)		500 per week	750 per week	1,000 per week			
	Maximum per accident per Adult/Child	2,000	3,000	4,000			
	Maximum per accident per Family	6,000	9,000	12,000			
9. Cash Relief	Per Adult/Child	2,000	3,000	5,000	5,000	7,500	7,500
	Family	6,000	9,000	15,000	15,000	22,500	22,500
10. Repatriation Expenses	Per Adult/Child	10,000					
	Family	30,000					
11. Personal Liability	Per Adult/Child	50,000	100,000	200,000	300,000	500,000	750,000
	Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000
12. Bereavement/Funeral Allowance	Per Adult/Child	5,000				10,000	
	Family	15,000				30,000	
13. Dental and Corrective Surgery	Per Adult/Child	5,000					
	Family	15,000					
14. Kidnap Benefit a) Lump sum payment	Per Adult/Child	5,000					
	Family	15,000					
b) Reward	Per Adult/Child	25,000					
	Family	75,000					
c) Insured not recovered	Per Adult/Child	50,000	100,000	200,000	300,000	500,000	750,000
	Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000
15. Compassionate Care Allowance	Per Adult/Child	200 per week up to 1,000					
	Family	200 per week up to 3,000					
16. Snatch Theft or Robbery	Per Adult/Child	300					
	Family	900					
17. Cashless Admission Guarantee	Per Adult	3,000	4,000	5,000	6,000	7,000	9,000
18. Loan Protector	Per Adult	2,000	3,000	5,000	5,000	7,500	7,500
<b>Optional Benefits</b>							
Class 1 & 2 - Temporary Total Disablement (Weekly benefit up to 104 weeks)	Per Adult	50	75	125	150	200	250
Class 3 - Temporary Total Disablement (Weekly benefit up to 104 weeks)	Per Adult	50	50	50	N/A	N/A	N/A