



## Motorcyclist Personal Accident For Private Motorcycle Only

### IMPORTANT NOTICE

This is your Motorcyclist Personal Accident Policy. Please read this Policy carefully together with your Schedule 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 are 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, the company will send you the policy schedule 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 and we will be happy to send you one. You can also log on to our website to download a copy.

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.

AXA AFFIN GENERAL INSURANCE BERHAD (hereinafter called "The Company" will subject to the terms exceptions and conditions contained herein or endorsed hereon (collectively referred to as the "Terms of this Policy") pay to the insured person or his/her legal personal representatives the benefit(s) referred to in the policy if during the period of insurance the insured person shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause in death or permanent disablement

PROVIDED ALWAYS THAT :-

1. Such person from 16 to 70 years of age possessing a valid motorcycle license at the time of injury resulting in Death or Permanent Disablement.
2. Such compensation for death or permanent disablement shall be payable within 365 days of the occurrence of such injury.

### SCOPE OF COVER

ITEM	BENEFITS PER PERSON	PLAN A	PLAN B	PLAN C	PLAN D
A.	Death	RM5,000	RM10,000	RM15,000	RM20,000
B.	Permanent Disablement	RM5,000	RM10,000	RM15,000	RM20,000
	1. Total Permanent Disablement from engaging in or attending to employment / occupation of any and every kind	RM5,000	RM10,000	RM15,000	RM20,000
	2. Total Paralysis or Permanently Bedridden	RM5,000	RM10,000	RM15,000	RM20,000
	3. Loss of one or both hands	RM5,000	RM10,000	RM15,000	RM20,000
	4. Loss of one or both feet	RM5,000	RM10,000	RM15,000	RM20,000
	5. Loss of one or both eyes	RM5,000	RM10,000	RM15,000	RM20,000
C.	Funeral Allowance Due to Accidental Death	RM1,000	RM1,000	RM1,000	RM1,000

## DEFINITION OF BENEFITS

1. Bodily injury refers to bodily injury resulting solely and directly from accidental, external, violent and visible means and does not include sickness or disease or any natural occurring conditions or degenerative process.
2. Total Permanent Disablement refers to injury which having lasted for a continuous period of twelve (12) 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.
3. Loss of either hand or foot shall mean the loss by physical separation at or above the wrist or ankle joint, or the total and permanent functional disablement of an entire hand or foot.
4. Loss of eye shall mean the total and irrecoverable loss of sight.
5. Upon the death of the insured person, payment shall be made under Benefit A only and no payment shall be made under Benefit B as stated in the Table of Benefits & Plans in the policy.
6. Payment under Benefit B shall be made under B1, B2, B3, B4 or B5 only and our maximum liability shall be limited to 100% of the Permanent Disablement amount as stated in the Table of Benefits in the policy.
7. If during the Period of Insurance, the Insured sustains Injury which results in the Insured's death within 365 days from the date of accident, We will pay RM1,000 as funeral allowance.

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## WHAT IS NOT COVERED

### Death / Permanent Disablement / Bodily Injury arising from:

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. Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
4. Pregnancy or childbirth.
5. Effect or influence of alcohol or drugs not prescribed by a qualified medical practitioner.
6. Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certified passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
7. Carrying out regular or temporary, military or police duties or fire service of any country.
8. 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.
9. Riot and civil commotion where the Insured Person is actively participating.
10. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
11. Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
12. Insured Person engaging or participating in any professional sports.
13. 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.

## CONDITIONS

1. **INTERPRETATION**  
This policy and the certificate of insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the certificate of insurance shall bear such meaning wherever it may appear.
2. **OBSERVANCE**  
The due observance and fulfillment of the Terms of this policy in so far as they relate to anything to be done or complied with by the insured person and the truth of the statements and answers in the proposal form shall be conditions precedent to any liability of the Company to make any payment under this policy.
3. **OTHER INTEREST**  
The insured person or the insured person's legal personal representatives' receipt shall discharge us. The insured person or the insured person's legal personal representatives shall have no right to claim from or sue us. If the insured person comprises more than one party having an interest in the insured person the settlement made by us shall represent the total amount of payable in respect of that insured person for all interest covered by this policy.
4. **RENEWAL**  
The insured person shall before any renewal of this policy give notice to the Company of any sickness or physical defect or infirmity of the insured person of which the insured has become aware during preceding period of insurance and of any change of name and address.
5. **CLAIMS PROCEDURE**  
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 (21) 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.
6. **ASSIGNMENT**  
This policy is not assignable and payment of any benefit under this policy shall only be made to the insured person or his/her legal personal representatives whose receipt shall be a discharge to the Company.
7. **CANCELLATION**  
The Company may cancel this policy by sending fourteen (14) day's notice by registered letter to the insured person at his last known address and in such event the insured person shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the period of insurance.
8. **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 the Company or any right of action against the Company. If any such difference shall relate to the degree of permanent disablement for the purpose of this policy the arbitrator (s) and umpire shall be qualified medical practitioners.

9. DUTY OF DISCLOSURE

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.

10. SANCTION LIMITATION CLAUSE

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia.

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**WARRANTY**

Premium Warranty (Cash Before Cover)

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 before the inception date of this policy/endorsement/renewal certificate.

Subject otherwise to the terms and conditions of this Policy.

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