



SmartCare VIP

IMPORTANT NOTICE

This is your **SmartCare VIP** 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
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; 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.

Having received and accepted Your first premium, and any subsequent premiums required, We will provide the cover shown in the sections of the Policy up to the sum insured or limit of indemnity stated in Your Schedule.

Section 1 – Accidental Death

We will pay the amount shown in the Schedule 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 death.

Section 2 – Permanent Disablement

We will pay the amount shown in the Schedule 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".

Section 3 – Medical Expenses

3.1 Hospitalisation, Surgical and Clinical Treatment

We will pay the necessary 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.

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

3.2 Chinese Physician Treatment

We will pay the necessary medical treatment expenses incurred by an Insured Person where treatment is carried out by a registered Chinese physician, herbalist or bonesetter, up to a maximum of RM50 per visit per day, RM500 per accident. Claim must be accompanied with an official payment receipt.

3.3 Weekly Nursing Care Charges

We will pay up to RM 1000 per week up to a maximum of RM 4000 per accident, being reimbursement of nursing care charges considered necessary by the hospital after discharge therefrom, provided hospitalization is due to an accident. The nursing services must be rendered by a qualified registered nurse.

3.4 Prostheses

We will pay up to a maximum of RM3000 per accident for the actual cost of purchasing a wheelchair, artificial arm or leg and crutches provided always that such medical equipment are necessary to assist in the mobility of the insured and are recommended by the attending specialist physician/surgeon.

The total payable under Sections 3.1 to 3.4 shall not exceed the amount specified as Medical Expenses under Section 3 of the Schedule.

Section 4 - Personal Liability

We will pay up to the amount stated in the Schedule 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 during any one year.

Territorial limits: Worldwide.

Section 5 – Bereavement Expenses for Death Due to Dengue Fever

If the Insured Person shall sustain death as a result of dengue fever, we will pay a bereavement expense of RM5,000.

No other benefits will be payable under Sections 1 to 7 of this Policy.

Section 6 – Repatriation and Funeral Expenses

We will pay up to the amount stated in the Schedule under Section 6 for Repatriation and Funeral expenses in the event of death of the Insured Person resulting from an accident, provided a valid claim is payable under Section 1 of this Policy.

6.1 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.

6.2 Funeral Expenses

We will pay reasonable charges in the event of death of the Insured Person resulting from an accident.

Section 7 - Temporary Total Disablement

We will pay the amount shown in the Schedule, 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.

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.

TERMS	MEANING
1. We/Us/Insurer/ AXA	Refers to AXA Affin General Insurance Berhad
2. You/Your/ Yourself/Insured	Shall mean the person/persons named as the Insured in your Schedule. Provided that the Insured is between 18 and 75 years of age.
3. Insured Person	Shall mean you.
4. Injury	Bodily injury resulting solely, directly and independently of all other causes from an Accident.
5. Accident	As referred to in the definition of injury means a sudden unforeseen and fortuitous event.
6. Permanent Total Disablement	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.
7. Permanent	Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of recovery.
8. Clinic	Any medical establishment operated by a medical practitioner qualified by a medical degree and duly licensed and registered to practice Western medicine.
9. Chinese Physician (including herbalist or bonesetter)	Means a medical practitioner (other than yourself, a member of your immediate family or relatives) duly licensed and registered to practice Chinese medicine and who, in rendering treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice.
10. Hospital	Any institution lawfully operated for the care and treatment of injured persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing service and medical supervision, but not including any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts.
11. Hospital Patient	A patient necessarily and continuously confined to a hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner.

12. Loss	"Loss" of limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
13. Loss of Sight	The total and irrecoverable loss of all sight of an eye rendering the Insured absolutely blind in that eye beyond remedy by surgical or other treatment.
14. Loss of Limb	Limb refers to a hand or foot, the loss by physical separation at or above the wrist or ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.
15. Endorsement	Shall mean an authorized amendment to your Policy.
16. Period of Insurance	Shall mean: (a) the period of cover shown in your Schedule (b) and for any following period, for which cover is extended by mutual agreement.
17. Policy	Shall include the following documents: (a) this Policy booklet, (b) Schedule, and (c) Any Endorsements.
18. Proposal Form	Shall mean the form signed by you and which provides details of: (a) yourself, and (b) all material information relevant to the cover you have requested for.
19. Schedule	Shall mean the document which provides details of: (a) yourself, and (b) any terms and conditions that are specific to your contract.

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. Any permanent partial disablement not specified above other than loss of sense of taste or smell – such percentage to be assessed by AXA as in the opinion of AXA's medical advisors is not inconsistent with the foregoing without regard to the Insured Person's occupation.		

PROVISIONS (these should be read in conjunction with your Schedule)

1. Upon death of the Insured Person, payment shall be made under Section 1 only and no payment shall be made under Section 2.
2. The maximum sum payable under Section 2 shall not exceed the amount shown in the schedule under Section 2.
3. Upon the payment of Section 1 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.
4. Any sum payable under Section 1 or 2 shall be reduced by the total of any payments made under Section 7 in respect of the same injury or accident.
5. Payments under Section 7 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

Your Policy is extended to cover:

- 1. Food and Drinks Poisoning**
Death or bodily injury sustained due to food and drinks poisoning.
- 2. Disappearance and Exposure**
Disappearance of the Insured Person shall be considered to constitute a claim under this policy if after a period of one year from the date of accident the Insurers having examined all evidences available shall have no reasons to suppose other than that the Insured has suffered an accidental death.

If at any time after payment has been made the Insured Person is found to be living any sum or sums paid by the Insurers in settlement of a claim shall be refunded to them.

Death or bodily injury caused by the effects of exposure to weather elements resulting directly from a mishap to a conveyance in which the Insured Person is traveling shall be deemed to have resulted from accidental bodily injury for the purpose of this insurance.

WHAT IS NOT COVERED (these Exclusions apply throughout your Policy)

1. Any unlawful act of an Insured or his wilful 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.

WHAT IS NOT COVERED (Applicable to Section 4 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 legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
6. Liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
7. Any consequence whether directly or indirectly of war, terrorism, invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or any wilful or malicious act.
8. Any judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

CONDITIONS (Applicable to Section 4 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 defence 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.

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.

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 wilful 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.

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. Other Insurance(s) [Applicable to Section 3 only]

If any accident, injury, loss insured by this Policy is covered by any other insurance We will only pay our rateable proportion.

8. 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.

We are not obliged to accept any renewal premium or to send you notice of any renewal premium becoming due.

9. 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.

10. 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.

11. 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.