



## SmartCare Shield

### IMPORTANT NOTICE

This is your **SmartCare Shield** 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 Takafu 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 [bnmtelexlink@bnm.gov.my](mailto:bnmtelexlink@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 – 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.

#### Section 4 – Accidental Medical Expenses

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 total amount shown in the Schedule for "Accidental Medical Expenses", for any one accident.

### 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. <b>We/Us/Insurer/AXA</b>           | Shall mean AXA Affin General Insurance Berhad.  |
| 2. <b>You/Your/Yourself/Insured</b>   | 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. <b>Injury</b>                      | Bodily injury resulting solely, directly and independently of all other causes from an Accident.  |
| 4. <b>Accident</b>                    | As referred to in the definition of injury means a sudden unforeseen and fortuitous event.  |
| 5. <b>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. |
| 6. <b>Permanent</b>                   | Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of recovery.   |
| 7. <b>Clinic</b>                      | Any medical establishment operated by a medical practitioner qualified by a medical degree and duly licensed and registered to practice Western medicine.   |

|                                |   |
|--------------------------------|---|
| <b>8. Hospital</b>             | 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. |
| <b>9. Loss</b>                 | "Loss" of limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.   |
| <b>10. Loss of Sight</b>       | 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.  |
| <b>11. Loss of Limb</b>        | 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.   |
| <b>12. Endorsement</b>         | Shall mean an authorized amendment to Your Policy.  |
| <b>13. Period of Insurance</b> | Shall mean:<br>(a) the period of cover shown in Your Schedule<br>(b) and for any following period, for which cover is extended by mutual agreement.   |
| <b>14. Policy</b>              | Shall include the following documents:<br>(a) this Policy booklet,<br>(b) Schedule, and<br>(c) Any Endorsements   |
| <b>15. Proposal Form</b>       | Shall mean the form signed by You and which provides details of:<br>(a) Yourself, and<br>(b) all material information relevant to the cover You have requested for.   |
| <b>16. Schedule</b>            | Shall mean the document which provides details of:<br>(a) Yourself, and<br>(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%<br>-one phalanx 10%                      |
| 13. Loss of index finger                           | -three phalanges 10%<br>-two phalanges 8%<br>-one phalanx 4% |
| 14. Loss of middle finger                          | -three phalanges 6%<br>-two phalanges 4%<br>-one phalanx 2%  |
| 15. Loss of ring finger                            | -three phalanges 5%<br>-two phalanges 4%<br>-one phalanx 2%  |

|  |   |
|--|---|
| 16. Loss of little finger  | -three phalanges 4%<br>-two phalanges 3%<br>-one phalanx 2%                                     |
| 17. Loss of metacarpals  | -first or second 3%<br>-third, fourth or fifth 2%   |
| 18. Loss of toes   | -all 18%<br><br>-big, both phalanges 5%<br>-big, one phalanx 2%<br>-other than big, each toe 1% |
| 19. Permanent and Total Loss of hearing  | -both ears 75%<br>-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)

- Upon death of the Insured Person, payment shall be made under Section 1 only and no payment shall be made under Section 2.
- The total sum payable under Section 2 shall not exceed the amount provided for under Section 2.
- 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.
- Any sum payable under Section 1 or 2 shall be reduced by the total of any payments made under Section 3 in respect of the same injury or accident.
- Payments under Section 3 may be made at intervals in arrears during the period of disablement at our discretion but We shall reserve the right to withhold such payments if We so wish until the total amount due to the Insured shall have been ascertained and proved to our satisfaction.

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

- 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.
- 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.
- Medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this Policy.
- Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
- Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
- Pregnancy or childbirth.
- Effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner.
- 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.
- Regular or temporary, military or police duties or fire service of any country.
- Declared or undeclared war or any act thereof, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power.
- Riot and civil commotion where the Insured Person is actively participating.
- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- 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.
16. Riding on a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger).

## 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. 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.

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

## 11. Sanction Limitation

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any such 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 or United States of America.