



SmartStudent Care

IMPORTANT NOTICE

This is your **SmartStudent Care** Policy (Policy). Please read the terms and conditions of this Policy carefully together with the Schedule of Benefits (Schedule) to understand the Cover provided under this Policy and to ensure that the Cover meets your requirements. If you have any query or require any clarification pertaining to this Policy, please contact your insurance advisor or us. To continuously enjoy the full benefits of this Policy, please ensure that you immediately notify us of any change in your circumstances that may affect the Cover offered under this Policy.

To help preserve the environment, we will send you one (1) Policy booklet only. Please keep this Policy booklet in a safe place. In case of renewal and/or revision we will only send you the Schedule and/or endorsement (Endorsement) with the renewal and/or revision reflected thereon, as the case may be. If at any time you require a replacement copy of this Policy, the Schedule and/or the Endorsement, please contact us.

If, for any reason, you feel the need for us to improve the service provided by us, you may write to our Customer Service Department at the address stated above. Alternatively, you may e-mail to: customer.service@axa.com.my

If you are not satisfied with our approach or the way we handled any issue, you may:

(a) Refer matters pertaining to **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) Refer **general matters** to:

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.

PART A: BASIS OF CONTRACT

Subject to receipt of payment of Premium, We agree to Cover the Insured Person(s) against any Loss and/or Damage specified under this Policy in accordance with the terms and provisions, subject to the conditions, exclusions and limitations, contained herein up to the Sum Insured as specified in the Schedule.

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.

PART B: 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. Accident	means a sudden unforeseen and fortuitous event.
2. Accidental Death	means death by reason of Accident.
3. Clinic	means any medical establishment operated by Registered Medical Practitioner.
4. Cover(s)/ Coverage	means the extent of insurance protection afforded by this Policy.
5. Damage	means harm to property, resulting in Loss of value or the impairment of usefulness.

6. Endorsement	means authorised revision(s) to this Policy.
7. Hospital	means any institution lawfully operating twenty four (24) hours a day for the care and treatment of injured persons with organised 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.
8. In-Patient	means a person necessarily and continuously confined to a Hospital, under the care of a Registered Medical Practitioner for more than twenty four (24) hours, confinement being certified as necessary by the attending Medical Practitioner.
9. Injury	means bodily Injury caused solely and directly by an Accident, independent of any other cause.
10. Insured Person	means the person aged between 3 and 23 years old named in the Schedule who are registered as a full time student at a Recognized Educational Institution in Malaysia and is financially dependent upon the Policyholder.
11. Loss	means any Injury and/or Damage sustained by the Insured Person in consequence of the happening of any Accident.
12. Loss of Limb	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 irrecoverable Loss of use of hand, arm or leg.
13. Loss of Sight	means total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind, beyond remedy by surgical or other treatment.

14. Period of Insurance	means the period specified on the Schedule or in any Endorsement.
15. Permanent	means a condition that had lasted for twelve (12) consecutive months or more and at the expiry of that period, without hope of improvement.
16. Policy	means the following documents: (a) this booklet, (b) Schedule(s), and (c) Endorsement(s)
17. Policyholder	means an individual or any Recognized Educational Institution to whom this Policy is issued, to provide Cover for the Insured Person.
18. Premises	means the compound of a Recognized Educational Institution at which the Insured Person receive education.
19. Premium	means the specified amount of payment required periodically by Us to provide Coverage under this Policy for the Benefits specified in the Schedule.
20. Proposal Form	means the form to be signed by the Policyholder providing material information relevant to the Cover.
21. Public Common Carrier	means any land, air or water conveyance which is duly licensed by the Authorities or Government for the regular transportation of fare-paying passengers and shall include any school bus, chartered bus, public bus, coach, taxi, trishaw, aircraft, ferry, hovercraft, hydrofoil, ship, tram, monorail, train and underground train but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment.
22. Recognized Educational Institution	means any: i. pre-school, primary school, secondary school and tertiary educational institutions which is recognized by the Ministry of Education; or ii. duly registered tuition center; within Malaysia.
23. Registered Medical Practitioner	means a medical practitioner or doctor who is registered with the relevant body, and is duly licenced to practice western medicine.
24. Schedule	means the document containing salient and relevant information pertaining to this Policy including the list of Benefits and Sum Insured.
25. Semi-Government Hospital	means Hospital that is not owned by the Ministry of Health, Malaysia but is funded (partially/fractionally) by the Federal Government of Malaysia.
26. Sum Insured	means the sum specified against each of the Benefits stipulated in the Schedule which is the maximum amount We will pay in the event of claim(s).
27. Total Disablement	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.
28. Traditional Medical Treatment	means medical treatment by registered traditional medicine practitioner, osteopath, physiotherapist and/or chiropractor.

29. **We/Us/Our** means AXA AFFIN GENERAL INSURANCE BERHAD.

30. **You/Your/Yourself** means the person(s) named as the Policyholder in the Schedule.

PART C: BENEFITS

During the Period of Insurance, the following are the Covers provided to the Insured Person under this Policy:

Section a) - Accidental Death

If the Insured Person sustains Injury caused by Accident resulting in his/her death within one (1) year from the date of Accident, We will pay the amount specified in the Schedule for "Accidental Death", provided that death was caused solely and directly by the Accident, independent of any other cause.

Section b) – Accidental Permanent Disablement

If the Insured Person sustains Injury caused by an Accident resulting in his/her Permanent Disablement (total or partial) within one (1) year from the date of Accident, We will pay the Insured Person the amount specified in the Schedule for "Accidental Permanent Disablement" according to the "Scale of Permanent Disablement Benefits", provided that the Permanent Disablement was caused solely and directly by the Accident, independent of any other cause.

Section c) – Accidental Death On Public Common Carrier

In addition to the Accidental Death benefit, if the Insured Person sustains Injury caused by Accident while traveling on a Public Common Carrier from home to school or vice versa for school lessons and/or official school activities, resulting in his/her death within one (1) year from the date of Accident, We will pay the amount specified in the Schedule for "Accidental Death On Public Common Carrier", provided that death was caused solely and directly by the Accident, independent of any other cause.

Section d) – Accidental Death In School Premises

In addition to the Accidental Death benefit, if the Insured Person sustains Injury caused by Accident at the Premises resulting in death within one (1) year from the date of the Accident, We will pay the amount specified in the Schedule for "Accidental Death In School Premises", provided that the death was caused solely and directly by the Accident, independent of any other cause.

Section e) – Accidental Medical Expenses

We will reimburse the necessary medical expenses (including daily room and board expenses) incurred by the Insured Person for treatment while he/she is a patient at the Clinic or Hospital following an Accident up to the amount specified in the Schedule for "Accidental Medical Expenses", per Accident.

Section f) – Ambulance Fee

We will reimburse the necessary fee for domestic ambulance services inclusive of attendant to and/or from the Hospital of confinement up to the the amount specified in the Schedule for "Ambulance Fee", per Accident. No payment will be made if the Insured Person is not hospitalized. For Government Hospital (which includes Semi-Government Hospital), the limit shall be up to 50% of the "Ambulance Fee" specified in the Schedule.

Section g) – Kidnapping Extension

In addition to the Accidental Death benefit or Permanent Total Disablement benefit, if the Insured Person becomes a victim of kidnapping resulting in his/her death or Permanent Total Disablement within one (1) year from the date of kidnap, We will pay the amount specified in the Schedule for "Kidnapping Extension".

Section h) – Compassionate Death Allowance

In the event of death of the Insured Person resulting from an Accident, We will pay the amount specified in the Schedule for "Compassionate Death Allowance", provided that a valid claim is payable under Section a) of this Part.

Section i) – Hospital Cash Allowance

We will pay the amount specified in the Schedule for "Hospital Cash Allowance" if the Insured Person is hospitalized as an In-Patient in a Hospital in Malaysia for at least twenty four (24) consecutive hours up to a maximum of sixty (60) days for treatment or surgery due to an Accident. For Government Hospital (which includes Semi-Government Hospital), the limit will be 50% of the amount specified in the Schedule

Section j) – Education Allowance

If either one of the Insured Person's parents or legal guardian suffers Accidental Death or Loss of Limb, We will pay the "Education Allowance" specified in the Schedule.

Section k) – Traditional Medical Treatment

We will pay the amount specified in the Schedule for "Traditional Medical Treatment" for the Insured Person's actual traditional medical treatment charges provided that the treatment(s) is/are received within ninety (90) days of the date of the Accident and the Insured Person had first consulted a Registered Medical Practitioner. However, payment per Accident shall not exceed the total amount specified in the Schedule for "Traditional Medical Treatment".

Section l) – Accidental Dental Treatment

We will pay the amount specified in the Schedule for "Accidental Dental Treatment" for the Insured Person's actual dental treatment charges for replacement of or repairs to his/her sound natural teeth damaged due to the Accident, provided that the Insured Person had consulted a Registered Dental practitioner at a Clinic or Hospital within twenty four (24) hours following the date of the Accident and follow up dental treatments within fourteen (14) days thereafter. However, payment per Accident shall not exceed the total "Accidental Dental Treatment" specified in the Schedule.

Section m) – Loss & Damage Of Textbooks

If the Insured Person suffers Loss of or Damage to textbook(s) (beyond use) due to an Accident, We will reimburse up to the amount of Loss & Damage of Textbooks specified in the Schedule.

Section n) – Allowance For School / Tuition Fees

We will pay the amount specified in the Schedule for "Allowance For School / Tuition Fees" if the Insured Person is unable to attend school for two (2) weeks consecutively due to Injury arising from an Accident.

EXTENSION

Extended Cover

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

Food and/or Beverage Poisoning

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

PART D: SPECIAL CONDITIONS

Subject to the terms and conditions of this Policy.

1. Upon death of the Insured Person, payment shall be made under Section (a) of Part C only and no payment shall be made under Section (b) of Part C.
2. In any event, during the Period of Insurance, the maximum amount payable under Section (b) of Part C shall not exceed the amount specified in the Schedule.
3. Upon the payment of the benefit under Section (a) of Part C or the maximum amount payable under Section (b) of Part C, We shall be discharged from any further claim, except for additional benefits and/or expenses incurred under other Sections of Part C arising from the same Injury (solely and directly caused by the same Accident).

PART E: GENERAL CONDITIONS

1. Condition Precedent to Liability

The due observance and fulfillment of the terms, provisions, conditions and Endorsement(s) 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 of Our liability 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 in Your Circumstances

You must notify Us as soon as possible in writing of any change in the circumstances which may affect this Policy. We will advise You if there is any additional Premium to be paid by You.

3. Fraud

You shall not act in a fraudulent manner. If You, or anyone acting for and/or on behalf of You, make a claim under this Policy knowing that the claim is false or fraudulently inflated in any respect or if any Loss or Damage is caused by Your wilful act or with Your connivance, We shall not pay the claim and the Cover under the Policy shall forthwith be forfeited.

4. Cancellation

No cancellation and /or refund of Premium is allowed once the Policy has been issued.

5. Payment of Benefits

Any benefits payable under this Policy will be paid to the beneficiary(ies) or nominee(s) named by the Insured Person or to his legal personal representative upon his/her death, subject to the terms and conditions of this Policy.

6. Arbitration

Any dispute or difference between You and Us arising out of or in connection with this Policy that cannot be resolved amicably, shall be referred to an arbitrator to be agreed between Us and failing such agreement, to be nominated (on the application of either of Us) by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. Such arbitration shall take place in Kuala Lumpur, Malaysia and the applicable law shall be Malaysian Law.

If any such difference shall relate to the degree of Permanent Disablement for the purposes of this Policy, the arbitrator(s) selected must be qualified medical practitioners.

For the avoidance of doubt, any award made by an arbitrator shall not be final and binding upon Us and the rights of each of us under the Arbitration Act 2005 and/or appeal against any award and/or part thereof to the Court of Malaysia shall not be affected.

7. Claims Notification

In the event of any Accident, Injury or Loss that may or gives rise to a claim under this Policy, You (or the Insured Person, where possible and applicable) shall:

- i. notify Us in writing as soon as practicable and in any case within thirty (30) days after the occurrence of the circumstance or event of such Accident, Injury and/or Loss, with full particulars pertaining to the Accident, Injury and/or Accidental Death, as the case may be; and
- ii. ensure that as soon as possible after any Accident or Injury the Insured Person receives proper medical attention and thereafter observe the advice rendered by the Medical Practitioner; and
- iii. at Your expense, or at the expense of any person representing the Insured Person, provide Us with all reports, certificates, information and other relevant documents as We may reasonably require to process the claim.

We are entitled to request:

- an examination by a medical referee appointed by Us for an Injury; and
- a post-mortem examination in the event of Accidental Death.

Failure to observe the requirements under Clause 7(i) shall not be prejudiced by any inadvertent delay, error or omission in notifying the Company within thirty (30) days of any such circumstance or event, provided that in no circumstance the Company shall be liable for any Loss or Damage not notified to the Company within sixty (60) days after the circumstance or event giving rise to a claim.

- 8. Other Insurance(s) [Applicable to Section e) of Part B only]**
If any Accident, Injury and/or Loss insured by this Policy is covered by any other insurance policy(ies), We shall only pay Our rateable proportion.
- 9. Automatic Renewal**
The Policy shall, subject to the terms and conditions and payment of Premium when due, be automatically renewed unless notice of non-renewal is given by the Insured (or the Policyholder where applicable) in writing to the Company before the Policy's anniversary date. No renewal notice will be issued. Policy Schedule issued to Insured on or before expiry of existing Policy and payment of Premium is the evidence of validity of Cover.

- 10. Automatic Termination**
This Policy will, in respect of an Insured, cease to have any effect:
- on the renewal date after the date on which the Insured ceases to be eligible on the grounds of age or status; and/or
 - if an Accident occurs which give rise to a claim and in respect of which We make a payment under Accidental Death, Permanent Total Disablement, Permanent Total Loss of Eye, Permanent Total Loss of Limb, Permanent Total Loss of Speech and Permanent Total Loss of Hearing in both ears.

- 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.

PART F: EXCLUSIONS

The following are not covered under this Policy:

- Any unlawful act of an Insured Person 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 of 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 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.

- Insured Person engaging or participating in any professional sports.
- 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 and guides), pot-holing, skin diving, parachuting, under water activities necessitating the use of underwater breathing apparatus, steeple chasing, big game hunting other than on foot, racing of any kind other than on foot.

PART G: 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 fingers and thumb of one hand		50%
11. Loss of four fingers		40%
12. Loss of thumbs	- 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 of second	3%
	- third, fourth or fifth	2%
18. Loss of toes	- all	18%
	- big, both phalanges	5%
	- big, one phalanx	2%
	- other than big, if more than one toe lost, each	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)	