



Driver's & Passengers' Personal Accident For Private Cars Only

IMPORTANT NOTICE

This is your Driver's & Passengers' Personal Accident Policy. Please read this Policy carefully together with your Policy Schedule to ensure that you understand the terms and conditions of this Policy. If you have any questions regarding this Policy, 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 be able to 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 Policy Schedule and Endorsement only. If at any time you would like a replacement for this document, please contact us.

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, the remedies available to You will be as provided in Schedule 9 of the Financial Services Act 2013.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us. We reserve the right to amend the terms and conditions of this Policy by giving You twenty-one (21) days' prior notification. We will determine the mode of communication as we deem appropriate.

If at any time during the Period of Insurance as stated in the Policy Schedule, You or the Authorized Driver or passenger(s) whom with Your permission, is driving or riding as a passenger boarding or alighting from the vehicle described in the Policy Schedule (hereinafter referred to as "the Designated Vehicle") shall sustain bodily Injury caused by accidental, external and visible means then We shall, subject to the terms, conditions and exclusions contained herein or endorsed hereon (collectively referred to as the "Terms of this Policy") pay to You or the Authorized Driver and/or passenger(s) or his/her legal personal representatives the Benefit(s) provided in this Policy.

PROVIDED ALWAYS THAT:-

1. You or the Authorized Driver is between seventeen (17) years to seventy five (75) years of age.
2. Passengers covered under this Policy shall be between thirty (30) days to seventy five (75) years of age.
3. Compensation for Accidental Death or Permanent Disablement shall be payable within three hundred sixty five (365) days from the occurrence of the Injury.
4. If the number of persons (including the driver) in the Designated Vehicle at the time of the Accident exceeds the number stated as the seating capacity in the Vehicle Ownership Certificate, Our limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers at the time of the Accident. Our maximum limit of liability at any one Period of Insurance will be determined by the seating capacity of the Designated Vehicle as stated in the Vehicle Ownership Certificate. payable accordingly.

5. Passengers who are under the age of twelve (12) are entitled to fifty per cent (50%) of the Accidental Death and Permanent Disablement Benefits.

GENERAL POLICY DEFINITIONS

1. "Accident" means a sudden unforeseen and fortuitous event.
2. "Accidental Death" means death by reason of Accident.
3. "Alternative Medical Treatment" means medical treatment administered by a registered traditional medicine practitioner, osteopath, chiropractor, herbalist and/or bonesetter.
4. "Authorized Driver" refers to any person who drives the Designated Vehicle with Your consent or permission provided he or she holds a valid driving license of the relevant type and is not disqualified to drive by law or for any other reason whatsoever.
5. "Child/Children" means Your unemployed and unmarried Child/Children aged between thirty (30) days and eighteen (18) years of age (both age inclusive) or up to twenty-three (23) years of age, if he/she is studying full-time in a recognized institution of higher learning, rive by law or for any other reason whatsoever.
6. "Designated Vehicle" refers to the motor vehicle described in the Policy Schedule and includes the manufacturer's standard options and accessories fitted to it and any other non-standard options or descriptions that are specifically listed in the Policy Schedule.

If the Designated Vehicle is registered under an Association/Corporation/Company, the owner of the Designated Vehicle shall have the option to nominate a specific person to enjoy the coverage under Special Provisions and the benefits under Window Snatch Theft without such nomination, the benefits mentioned shall not be applicable.
7. "Endorsement" means an endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy
8. "Immediate Family Member" means Your spouse who is between seventeen (17) years to seventy five (75) years of age and/or Your legal Child or Children.
9. "Illness" means a physical condition marked by a pathological deviation from the normal healthy state and contracted by You.
10. "Injury" means bodily injury caused solely and directly by an Accident, independent of any other cause.

11. "Loss of Use" means permanent and irrecoverable functional disablement of the body member.
12. "Medical Expenses" means expenses necessarily and reasonably incurred for medical treatment of bodily Injury caused by an Accident as covered under this Policy.
13. "Period of Insurance" means the period of insurance as specified in the Policy Schedule.
14. "Permanent Disablement" means Injury having lasted for a continuous period of twelve (12) months from the date of the Accident, and medically certified that there is no hope of improvement at the end of the said period.
15. "Permanent Total Disablement" means Injury which, having lasted for a continuous period of twelve (12) calendar months from the date of Accident, entirely prevents the person(s) covered under this Policy from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
16. "Policy" shall collectively include this document, Schedule of Benefits, the Policy Schedule, the Certificate of Insurance and all Endorsements specifically listed in the Policy Schedule.
17. "Policy Schedule" means the document issued in Your favour in consideration of the payment of the applicable Premium, which payment shall be deemed as a proof of the insurance cover provided to You under this Policy.
18. "Premium" means the specified amount of payment required for Us to provide the Cover under this Policy for Benefits specified in the Schedule of Benefits.
19. "Schedule of Benefits" refers to the document containing a list of the Benefits afforded under this Policy and their prescribed Sum Insured limits.
20. "Sum Insured" means the amount specified against each of the Benefits as stipulated in the Schedule of Benefits which is the maximum amount We will pay in the event of claim(s).
21. "Territorial Limit" means Malaysia, Republic of Singapore and Brunei Darussalam.
22. "Vehicle Ownership Certificate" is a document issued by the Road Transport Department containing relevant information on the vehicle and the vehicle owner including the seating capacity of that particular vehicle.
23. "Unlawful Act" refers to any act which is an offence or prohibited by the law or rules of the geographical area in which the act is committed. Unlawful act includes but is not limited to driving motorised vehicle without appropriate valid license, exceeding any stipulated speed limit, driving whilst under the influence of alcohol and generally any non-conformance or breach of the Road Traffic Act or any applicable laws and regulations. Participation in or acting as an accessory to any crime or attempted crime or offence.
24. "We/Us/Our/the Company" means AXA AFFIN GENERAL INSURANCE BERHAD.
25. "You/Your/Policyholder" means the person(s) named as the policyholder in the Policy Schedule and to whom this Policy is issued to provide cover for.

SPECIAL PROVISIONS

When the Policyholder is a company, this special provision will only apply to the person nominated by the company whose name shall be as stated in the Policy Schedule.

1. The Accidental Death, Permanent Disablement and Medical Expenses benefit are extended to cover You twenty four (24) hours a day, worldwide irrespective of whether You are in the Designated Vehicle or not.
2. The Accidental Death, Permanent Disablement and Medical Expenses Benefit are also extended to cover Your Immediate Family Member if during the Period of Insurance any one of them shall sustain any bodily Injury whilst:
 - (a) boarding, alighting, driving or travelling as a passenger in any motor car, motorcycle and/or scooter operated for private use;
 - (b) as a pedestrian in an Accident involving any road vehicle and/or railway train; or
 - (c) travelling as a fare paying passenger on any railway train, Light Rail Transit (LRT), Mass Rapid Transit (MRT), ferry, boat or passenger ship.

BENEFITS

Benefit 1 - Accidental Death

We will pay if, during the Period of Insurance You or the Authorized Driver and/or passenger(s) whom with Your permission, is driving or riding as a passenger boarding or alighting from the Designated Vehicle sustain Injury caused by an Accident while in the Designated Vehicle which within one (1) year from the date of the Accident results in death.

Benefit 2 - Permanent Disablement

When bodily Injury sustained while You or the Authorised Driver and/or passenger(s) whom with Your permission is driving or riding as a passenger boarding or alighting from the Designated Vehicle does not result in death, but within one (1) year from the date of the Accident results in Permanent Total Disablement or Permanent Disablement, We will pay the compensation as provided in the Scale of Compensation in accordance with the percentage as follows:

Scale of Compensation	Percentage of the Total Sum Insured
Permanent Total Disablement:	
Loss or Loss of Use of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss or Loss of Use of one eye and one hand or one foot	100%
Permanent Disablement:	
Loss or Loss of Use of one hand or one foot	50%
Loss of sight of one eye	50%

Benefit 3 - Accidental Medical Expenses

i) Medical Expenses

We will pay compensation of up to the amount stated in the Schedule of Benefits for medical, clinic or Hospital treatment expenses if You or the Authorized Driver and/or passenger(s) whom with Your permission, is driving or riding as a passenger boarding or alighting from the Designated Vehicle require medical treatment as a result of bodily Injury sustained by an Accident while in the Designated Vehicle.

ii) Alternative Medical Treatment

We will pay compensation of up to the amount stated in the Schedule of Benefits for Alternative Medical Treatment expenses incurred by You or the Authorized Driver and/or passenger(s) whom with Your permission, is driving or riding as a passenger boarding or alighting from the Designated Vehicle as a result of bodily Injury sustained by an Accident while in the Designated Vehicle. For avoidance of doubt, the payment is limited to RM50 per visit per day and any claim must be supported by official payment receipts.

Benefit 4 – Window Snatch Theft

We will pay You compensation of up to the amount mentioned in the Schedule of Benefits in the event that the windscreen or window(s) of the Designated Vehicle You are driving is/are broken by an unknown person with the intent to steal which results in the loss of possessions placed in the Designated Vehicle subject to the following conditions:

- (a) The incident occurred whilst You were driving the Designated Vehicle on the road;
- (b) A police report is lodged at the nearest police station where the incident took place within 24 hours after the incident occurred;
- (c) To Our satisfaction, You have taken all reasonable steps to limit and prevent further loss and damage; and

For avoidance of doubt, We will not pay compensation for loss or losses due to any wilful act or negligence.

Benefit 5 - 24-Hour Emergency Towing

In the event of damage or breakdown of the Designated Vehicle, Our service provider will assist to tow the Designated Vehicle to the nearest approved/preferred Repairer or to the approved/preferred Repairer near Your place of residence or to Your place of residence within Malaysia. You or the Authorised Driver must call our 24-Hour AXA Auto Assist number 1800-88-1033 to request for this service. Toll charges are excluded from the service and shall be borne by You or the Authorised Driver.

TERRITORIAL LIMIT

Except as otherwise stated in the Special Provisions Section, this Territorial Limit shall always apply to the coverage in relation to the Designated Vehicle. Kingdom of Thailand shall only form part of this limit if Your motor policy expressly indicates extension of cover to the Kingdom of Thailand.

GENERAL EXCLUSIONS (applicable to all sections)

No payment of claims will be made under this Policy directly or indirectly arising from:

1. Any Unlawful Act committed by You, regardless of the extent of Your sanity.
2. Any willful exposure to danger, intentional self-injury, suicide or attempted suicide, regardless of the extent of Your sanity.
3. The Insured is a holder of a Learner's (L) driving license.
4. The Insured not holding a valid license to operate the vehicle. This will not apply if You or the Authorised Driver have an expired license but are not disqualified from holding or obtaining such valid driving license under any existing laws, by-laws and regulations.
5. 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.
6. Medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
7. Any treatment related to cosmetic surgery for purposes of beautification irrespective if such treatment is rendered as a result of burns.
8. Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
9. Pregnancy or childbirth.
10. Claims arising directly or indirectly, wholly or partly to You or the Authorized Driver while either of the person driving was intoxicated with drugs or alcohol except when You are a passenger.
11. 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.
12. Regular or temporary, military or police duties or fire service of any country.
13. 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.
14. Riot and civil commotion where You or other person entitled for cover under this Policy are actively participating in.
15. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
16. Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
17. Engaging or participating in any professional sports.
18. 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.
19. Loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offense of cheating set out in the Penal Code.

CONDITIONS

1. INTERPRETATION
This Policy 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 shall bear such meaning wherever it may appear.

2. DUTY OF DISCLOSURE

- (a) Consumer Insurance Contract
Where the Insured Person have applied for this Insurance wholly for purposes unrelated to the Insured Person's trade, business or profession, the Insured Person had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when he/she applied for this insurance) i.e. the Insured Person should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of this contract of insurance, refusal or reduction of the Insured Person's claim(s), change of terms or termination of the Insured Person's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. The Insured Person is also required to disclose any other matter that he/she knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- (b) Non-Consumer Insurance Contract
Where the Insured Person have applied for this Insurance wholly for purposes related to the Insured Person's trade, business or profession, the Insured Person had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when he/she applied for this insurance) i.e. the Insured Person should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of this contract of insurance, refusal or reduction of the Insured Person's claim(s), change of terms or termination of the Insured Person's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. The Insured Person is also required to disclose any other matter that he/she knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- (c) He/she also have a duty to tell Us immediately if at any time after this contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when he/she applied for this insurance) is inaccurate or has changed.

3. PAYMENT OF BENEFITS

All payment of benefits under this Policy shall be paid respectively to You or the Authorized Driver or to other person(s) covered under this Policy. In the event of Accidental Death, to the beneficiary if stated, otherwise to the estate. Such payment shall be a full and final discharge of Our liability under this Policy. Benefits payable under this Policy shall be in Ringgit Malaysia.

4. OTHER INSURANCES

If at the time of any event giving rise to a claim, there is any other insurance policy in force, which also covers, You or other person(s) who are covered under this Policy for the same expenses insured under Medical Expenses, then we will pay a proportion of the claim. Such proportion being determined by reference to the cover provided under each of the relevant policies.

5. RENEWAL

You shall before any renewal of this Policy give notice to the Company of any sickness or physical defect or infirmity or change of circumstances of which You have become aware during or preceding the Period of Insurance which may affect this Policy. Failure to do so may result in the cancellation of Your Policy or refusal of claims made under this Policy.

6. 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 of 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 Immediate Family Member as soon as possible after an 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.

7. ASSIGNMENT

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to You or other person(s) covered under this Policy or his/her legal personal representatives whose receipt shall be a discharge to the Company.

8. CANCELLATION

Either the Company or the Insured may terminate this Policy at any time by giving of 14 days' notice in writing. Upon termination by the Company, the Company shall refund to the Insured a rateable proportion of the premium for the unexpired term for the termination. Upon termination by the Insured, the Company may retain the customary short-period rate for the time the Policy has been in force and refund the balance of the premium paid to the Insured. If a claim has been made by the Insured and admitted by the Company during the current policy year, there will be no refund of any premium.

9. DISPUTE RESOLUTION

If there is any dispute in connection with this Policy, the Insured and the Company mutually agree to first try to amicably resolve the dispute by mediation in accordance with the Mediation Act 2012; if the dispute cannot be resolved by such mediation, the dispute may be referred to a Court of competent jurisdiction in Malaysia.

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.

11. NOTICE

In respect of any communication between the Insured and the Company including, without limitation, the giving of any notice or demand under this Policy:

The Insured are to –

- (a) write to the Company Customer Service Department; or
- (b) e-mail the Company at customer.service@axa.com.my; and

The Company will –

- (a) write to the Insured at the address given to the Company in the Insured proposal for this Policy or at the Insured address last notified to the Company in writing;
- (b) email the Insured at the email address given to the Company in the Insured proposal for this Policy or at the Insured email address last notified to the Company in writing; or
- (c) communicate with the Insured by mobile phone or any form of electronic messaging the Company may consider fit at a contact number or electronic address which the Insured have given to the Company;

If sent by post, the notice or demand, if correctly addressed, will be deemed to have been received on the seventh day after posting. If sent by email, mobile phone or any form of electronic messaging, the notice or demand will be deemed to have been received on the day it was sent.

PAYMENT OF PREMIUM WARRANTY

It is a fundamental and absolute special condition of this Policy 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.

Schedule of Benefits

Schedule of Benefits	Sum Insured (RM)		
	Plan A	Plan B	Plan C
Accidental Death	10,000	20,000	30,000
Permanent Disablement:			
Loss of both hands or both feet	10,000	20,000	30,000
Loss of sight of both eyes	10,000	20,000	30,000
Loss of one eye and one hand or foot	10,000	20,000	30,000
Loss of one hand or one foot	5,000	10,000	15,000
Loss of sight of one eye	5,000	10,000	15,000
Medical Expenses (Alternative Medical Treatment - Sinseh or traditional treatment)	500 (250)	1,000 (250)	1,500 (250)
Window Snatch Theft (Loss of Personal Belongings due to car window smash and grab)	500		
Special Extensions for Immediate Family members whilst:			
boarding, alighting, driving or travelling as a passenger in any private motor car, motorcycles and/or scooters	Yes		
as a pedestrian in an accident involving any road vehicle and/or railway train	Yes		
travelling as a fare paying passenger on any railway train, Light Rail Transit (LRT), ferry, boat or passenger ship	Yes		
Add-on Special Extension (Optional):			
24/7 unlimited emergency towing	Yes		