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## SMARTCARE VIP

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### IMPORTANT NOTICE

1. This is Your **SmartCare VIP Policy**. This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule and contains the terms and conditions of the contract of insurance as agreed between You and Us. Please read this Policy carefully to ensure that You understand the terms and conditions and that the insurance You require is being provided. If You have any questions after reading this Policy, please contact Us or Your insurance advisor. If there are any changes in Your circumstances which may affect the insurance provided, please notify Us immediately. If You do not, You may not receive any or some of the Benefits set out in this Policy.
2. Please keep this Policy in a safe place. If this Policy is renewed or if there are any amendments to the terms and conditions, We will send You a new Schedule or an Endorsement only. Do contact Us if You would like another copy of this Policy or a copy of this Policy in Bahasa Malaysia; We will be happy to provide one.
3. In deciding to issue this Policy, We have relied on the answers and information given when application was made for this Policy. We have also relied on other disclosures, if any, made to Us from the time the application was made up to the time this Policy was issued. Those answers, information and other disclosures, if any, therefore, also form part of the contract of insurance between You and Us.
4. 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 or providing the information requested when You applied for this Policy. You should have answered the questions and provided the information fully and accurately. Failure to have taken reasonable care in answering the questions or providing the information requested may result in avoidance of this Policy, refusal or reduction of any claim made by You under this Policy, change of terms or termination of this Policy in accordance with the relevant law. 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.
5. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, please note that We will be entitled to recover from You such tax if it has not yet been paid.
6. If, for any reason, You are not happy with the service You have received from Us, You may:
  - 6.1 write to Our Customer Service Department at Ground Floor, Wisma Boustead, 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
  - 6.2 e-mail Us at [customer.service@axa.com.my](mailto:customer.service@axa.com.my).
7. If You are still not satisfied with the way any issue has been handled by Us, You may:
  - 7.1 refer matters concerning claims to:

The Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: (603) 22722811 / Fax: (603) 22721577
  - or

7.2 submit Your complaints or feedback:

- (a) at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia;
- (b) by calling BNMTELELINK at 1-300-88-5465;
- (c) by sending a fax to (603) 21741515;
- (d) by sending an e-mail to [bnmteleshink@bnm.gov.my](mailto:bnmteleshink@bnm.gov.my); or
- (e) by sending an SMS to 15888.

8. In respect of any communication between You and Us including, without limitation, the giving of any notice or demand under this Policy:

8.1 You are to –

- (a) write to Our Customer Service Department at Ground Floor, Wisma Boustead, No. 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
- (b) e-mail Us at [customer.service@axa.com.my](mailto:customer.service@axa.com.my); and

8.2 We will –

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

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.

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 – Accidental 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.

<b>TERMS</b>	<b>MEANING</b>
1. We/Us/Insurer/ AXA	AXA Affin General Insurance Berhad
2. You/Your/Yourself/Insured	The person(s) named as the Policyholder in the Policy Schedule and/or to whom this Policy is issued. Provided that the Insured is between 18 and 65 years of age at the time of First Inception and renewable up to age 75
3. Insured Person	Any person named as an Insured Person in the Policy Schedule, including the Policyholder if so named
4. Injury	Bodily injury caused solely and directly by an Accident, independent of all other causes, and excludes any illness, disease or medical disorder
5. Accident	A sudden, unintentional, unexpected, unforeseen and fortuitous event caused by external, violent and visible means that occurs at an identifiable time and place and is, independently of any other cause, the sole cause of Injury
6. Permanent Disablement	A Permanent Injury which entirely prevents an Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery
7. Permanent	Lasting a period of twelve (12) consecutive months or more from the date of the Accident
8. Clinic	Any premises, private or government-run, used or intended to be used for the practice of medicine on an outpatient basis including:  (a) the screening, diagnosis or treatment of any person suffering from, or believed to be suffering from, any disease, injury or disability of mind or body; (b) preventive or promotive healthcare services; and (c) the curing or alleviating of any abnormal condition of the human body by the application of any apparatus, equipment, instrument or device

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 premises and/or institution lawfully operating twenty-four (24) hours a day, used or intended to be used for the reception, lodging, treatment, medical supervision, diagnosis, surgery, nursing service and care of persons who require medical attention or suffer from any disease that requires hospitalization, but excluding any premises and/or institution used or intended to be used solely for healthcare facility on an outpatient basis, nursing care centre, convalescent, geriatric care, mental care, rehabilitation or extended care, and/or 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. Infectious or Contagious Disease	Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means
13. Loss	<p>In terms of the Scale of Compensation under Benefit 2, "Loss" means:</p> <p>(a) physical separation of that body part and includes total and Permanent loss of use of that body part; or</p> <p>(b) total and irrecoverable loss of a specified ability which cannot be resolved or remedied by surgery or other treatment, due to Injury.</p> <p>In other terms, "Loss" refers to any unrecoverable, unanticipated and non-recurring removal of, or decrease in the value of, property or belongings</p>
14. Loss of Sight	Total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind and beyond remedy by surgical or other treatment
15. Limb	Hand at or above the wrist, or foot at or above the ankle, and if Loss of Limb includes total and Permanent Loss of use of the hand, arm or leg
16. Endorsement	An endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy
17. Pandemic	Any Infectious or Contagious Disease that is declared as pandemic by the World Health Organization ("WHO") or the Ministry of Health Malaysia ("MOH") and valid as of the time such declaration is made.
18. Period of insurance	The period specified on the Policy Schedule or in any Endorsement

19. Physician A medical practitioner (other than the Insured Person and a member of his/her Immediate Family or relatives) qualified by a medical degree and duly licensed and registered to practice western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice
20. Policy The following documents:  
 (a) this Policy document,  
 (b) Schedule of Benefits, and  
 (c) Any Endorsements
21. 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
22. Pre-existing Condition Any physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident that the Insured Person has reasonable knowledge of; an Insured Person may be considered to have reasonable knowledge of a Pre-existing Condition where the condition is one for which:  
 (a) the Insured Person has received or is receiving treatment;  
 (b) medical advice, diagnosis, care or treatment has been recommended;  
 (c) clear and distinct symptoms are or were evident; or  
 (d) its existence would have been apparent to a reasonable person in the circumstances
23. Schedule Shall mean the document which provides details of:  
 (a) yourself, and  
 (b) any terms and conditions that are specific to your contract
24. Temporary Total Disablement A state of being wholly and continuously disabled as a result of Injury and such disablement:  
 (a) is certified by a Physician to last for a period of time but for which there is a reasonable chance of recovery; and  
 (b) prevents an Insured Person from engaging in, or attending to, his usual daily or business activities
25. Treatment Surgery or medical procedures (other than for diagnostic purposes) carried out by a Specialist strictly for Injury and excludes any treatment for illness or disease
26. Unlawful Act Any act which is an offence or prohibited by the law or rules of the geographical area in which the act is committed this includes but is not limited to: driving motorised vehicles without appropriate and valid license, exceeding any stipulated speed limit, driving whilst under the influence of alcohol, generally any non-conformance or breach of the Road Traffic Act or any applicable laws and regulations, and participation in or acting as an accessory to any crime or attempted crime or offence

<b>SCALE OF PERMANENT DISABLEMENT BENEFITS</b>	
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	25%
- both phalanges	10%
- one phalanx	
13. Loss of index	10%
- three phalanges	8%
- two phalanges	4%
- one phalanx	
14. Loss of middle finger	6%
- three phalanges	4%
- two phalanges	2%
- one phalanx	
15. Loss of ring finger	5%
- three phalanges	4%
- two phalanges	2%
- one phalanx	
16. Loss of little finger	4%
- three phalanges	3%
- two phalanges	2%
- one phalanx	
17. Loss of metacarpals	3%
- first or second	2%
- third, fourth and fifth	
18. Loss of toes	18%
- all	5%
- big, both phalanges	2%
- big, one phalanx	1%
- other than big, each toe	
19. Permanent and Total Loss of hearing	75%
- both ears	15%
- one ear	
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)**

We will not pay for claims arising directly or indirectly from, in respect of, or caused by:

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.
16. Any form of Pandemic. This exclusion also applies to any claim, loss, liability, cost, or expense of whatsoever nature directly or indirectly arising from, contribute to or by, or resulting from:
  - 16.1 Any fear or threat (whether actual or perceived) relating to the Pandemic; or
  - 16.2 Any action taken to comply with governmental laws, regulations or directive issued in relation to the Pandemic and/or any action taken to control, prevent or suppress the Pandemic

**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.  
  
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 in writing as soon as possible if there is any change to the facts, circumstances, degree or amount of risk which exist at the commencement of this Policy or

during the Period of Insurance or at any subsequent renewal date. Upon such notification, We may vary the terms of this Policy and/or charge additional premium as We determine appropriate in the circumstances. If You choose not to accept the variation of the terms of this Policy or the new premium rate, You may terminate this Policy in accordance with the terms hereof.

**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**

Either We or You may terminate this Policy at any time by the giving of 14 days' notice in writing. Upon termination by Us, We shall refund to You a rateable proportion of the premium for the unexpired term for the termination. Upon termination by You, We 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 You. If a claim has been made by You and admitted by Us during the current policy year, there will be no refund of any premium.

**6. Cash Before Cover**

Full premium must be paid to Us or Our authorized agent before the Effective Date of the policy.

**7. Other Insurance Policies (Applicable to Accidental Medical Expenses only)**

If You have purchased insurance policies from other insurers which cover the same risks covered by this Policy, We will only pay You any excess beyond the amount which would have been covered under the other insurance policy or policies.

**8. 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.

**9. 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.

**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. 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.

**12. Dispute Resolution**

If there is any dispute in connection with this Policy, You and We 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.

**13. 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.