



---

---

## SmartCancer Cash

---

---

### **IMPORTANT NOTICE**

This is your **SmartCancer Cash** Policy (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 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 BNMTLELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send an SMS to 15888.

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.

---

---

### **HOW YOUR INSURANCE OPERATES**

Your **SmartCancer Cash** Policy is a contract between You and AXA AFFIN GENERAL INSURANCE BERHAD and it consists of:

- the Policy Contract,
- the Policy Schedule and Schedule of Benefits, which has details relating to You, the type of cover and Period of Insurance.

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.

### **ELIGIBILITY AND SCOPE**

#### **1. Person Eligible**

Persons eligible to be covered under this Policy must be:

- (a) Malaysian Citizen.
- (b) aged between twenty (20) years and fifty-nine (59) years next birthday and the Policy shall be renewable up to age one hundred (100) next birthday.

## 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/Company</b>	Refers to AXA Affin General Insurance Berhad.
2.	<b>You/ Your/ Yourself/ Insured</b>	Refers to the Policyholder and/or Insured Person.
3.	<b>Cancer</b>	<p>Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.</p> <p>For the above definition, the following are not covered:</p> <p>(i) All Cancers which are histologically classified as any of the following:</p> <ul style="list-style-type: none"> <li>• pre-malignant</li> <li>• non-invasive</li> <li>• Carcinoma-in-situ</li> <li>• having borderline malignancy</li> <li>• having malignant potential</li> </ul> <p>(ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)</p> <p>(iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)</p> <p>(iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)</p> <p>(v) Chronic Lymphocytic Leukemia less than RAI Stage 3</p> <p>(vi) All Cancers in the presence of HIV</p> <p>(vii) Any skin Cancer other than malignant melanoma</p>
4.	<b>Early Stage Cancer</b>	<p>(a) Carcinoma-in-situ (CIS)</p> <p>Carcinoma-in-situ (CIS) means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The diagnosis of the Carcinoma-in-situ must always be supported by a histopathological report. Furthermore, the diagnosis of Carcinoma-in-situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.</p> <p>In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without carcinoma-in-situ) does not meet the required definition and are specifically excluded. Non-melanoma CIS is also specifically excluded.</p> <p>This coverage is available to the first occurrence of CIS only; or</p> <p>(b) Early Prostate Cancer</p> <p>Prostate Cancer that is histologically described using the TNM Classification as T1a or T1b or T1c or Prostate Cancers described using another equivalent classification; or</p> <p>(c) Early Thyroid Cancer</p> <p>Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0 Papillary microcarcinoma of thyroid where the tumour is less than 1cm in diameter; or</p>

		<p>(d) Early Bladder Cancer Papillary microcarcinoma of Bladder supported by histopathology report; or</p> <p>(e) Early Chronic Lymphocytic Leukemia (CLL) Chronic Lymphocytic Leukemia (CLL) RAI Stage 1 or 2. CLL RAI stage 0 or lower is excluded.</p>
5.	<b>Certificate of Insurance</b>	The agreement We have with You which allows You to be registered as the Policyholder. That agreement sets out who can be covered, when cover begins, how it is renewed, and how the premiums are paid. It also sets out the benefit schedule applicable to Your Plan showing the maximum benefits We will pay.
6.	<b>Dependant</b>	<p>Shall mean any of the following persons:</p> <p>(a) a legally married spouse,</p> <p>(b) unmarried children over twenty (20) years old but under twenty-three (23) years of age is still on full-time higher education, and who are not gainfully employed.</p>
7.	<b>Diagnosis</b>	The act or process of identifying or determining the nature and cause of a Medical Condition/Disability through evaluation of patient's medical history, physical examination, x-ray or other means of Diagnosis such as laboratory tests and tissue analysis.
8.	<b>Hospital</b>	<p>Shall mean only an establishment duly constituted and registered as a Hospital for the care and Treatment of sick and injured persons as paying bed-patients, and which:</p> <p>(a) has facilities for Diagnosis and major surgery,</p> <p>(b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,</p> <p>(c) is under the supervision of a Physician, and</p> <p>(d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.</p>
9.	<b>Insured Person or Insured</b>	Shall mean the person described in the Policy Schedule including his/her Dependant (if applicable).
10.	<b>Lifetime</b>	Shall mean the entire duration during which the Policy under the Insured Person is in force, taking into account renewals or replacement.
11.	<b>Medical Condition/ Disability</b>	Any disease, illness or injury excluding psychiatric illness.
12.	<b>Medical Practitioner/ Physician</b>	Shall mean a person qualified and licensed by the relevant licensing authority to practise western medicine and who, in rendering such treatment, is practising within the scope of his licensing and training in the geographical area of practice, but excluding a Medical Practitioner who is the Insured himself or his family member.
13.	<b>Plan</b>	<b>SmartCancer Cash</b>
14.	<b>Policy</b>	<p>The insurance contract between You and Us. Its full terms are set out in the current versions of the following documents as sent to You from time to time:</p> <ul style="list-style-type: none"> <li>• these terms and the Certificate of Insurance setting out the cover under Your Plan</li> <li>• Your Certificate of Insurance, our letter of acceptance and/or endorsements.</li> </ul> <p>Changes to these terms must be confirmed in writing and We will write to You to confirm any changes, undertakings or promises that We make.</p>

15.	<b>Policyholder/ Policyowner/ You</b>	Shall mean a person or a corporate body to whom the Policy has been issued in respect of cover for person specifically identified as Insured Person in this Policy.
16.	<b>Policy Year</b>	Shall mean the one (1) year period including the effective date of commencement of Insurance and immediately following that date, or the one (1) year period following the Renewal or Renewed Policy.
17.	<b>Pre-existing illness</b>	Shall mean Medical Condition/Disability 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 had 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.
18.	<b>Renewal or Renewed Policy</b>	Shall mean a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.
19.	<b>Treatment</b>	A surgical procedure or medical procedure carried out by a Medical Practitioner.

#### WHAT YOU'RE COVERED FOR

The benefits below are payable on a specified-sum basis, without reference to actual charges incurred, if any. The amount payable may be on a one-time basis or on a periodic basis, as provided in the Certificate of Insurance.

Please refer to the Certificate of Insurance for further information on the availability and benefit levels of Your Plan.

#### SCHEDULE OF BENEFITS

BENEFITS / Clarifications	PLAN 1	PLAN 2	PLAN 3	PLAN 4
<b>SUM INSURED (RM)</b>	<b>125,000</b>	<b>100,000</b>	<b>75,000</b>	<b>50,000</b>
<p><b>Generic Cancer</b> We will pay the amount shown for Your Plan, in one lump sum, upon the Insured Person being diagnosed with Cancer (as defined on page 1).</p> <p><i>For avoidance of doubt, cancer of organ specified under Gender Specific Cancer benefit below are not covered under this benefit.</i></p> <p><i>The benefits under Generic Cancer and Gender Specific Cancer are mutually exclusive and are payable once in Insured Person's Lifetime up to the limits shown in the Certificate of Insurance, irrespective of the number of Diagnosis of Cancer.</i></p> <p><i>No benefits will be paid under this benefit for Cancer which is diagnosed within ninety (90) days from the date the Insured Person was first covered under this Policy.</i></p> <p><i>In the event a claim is made under Early Stage Cancer benefit of 30%, the amount payable under Generic Cancer will be 70% of the Sum Insured.</i></p>	100% of Sum Insured			

<p><b>Gender Specific Cancer</b> We will pay the amount shown for Your Plan, in one lump sum, upon the Insured Person being diagnosed with Cancer (as defined on page 1) of the following organs:</p> <table border="0"> <tr> <td><b>Females</b></td> <td><b>Males</b></td> </tr> <tr> <td>Breasts Cancer</td> <td>Testicular Cancer</td> </tr> <tr> <td>Fallopian Tubes Cancer</td> <td>Penile Cancer</td> </tr> <tr> <td>Ovarian Cancer</td> <td>Prostate Cancer</td> </tr> <tr> <td>Cervical Cancer</td> <td></td> </tr> <tr> <td>Uterus Cancer</td> <td></td> </tr> <tr> <td>Vagina / Vulva Cancer</td> <td></td> </tr> </table> <p><i>The benefits under Generic Cancer and Gender Specific Cancer are mutually exclusive and are payable once in Insured Person's Lifetime up to the limits shown in the Certificate of Insurance, irrespective of the number of Diagnosis of Cancer.</i></p> <p><i>No benefits will be paid under this benefit for Cancer which is diagnosed within ninety (90) days from the date the Insured Person was first covered under this Policy.</i></p> <p><i>In the event a claim is made under Early Stage Cancer benefit of 30%, the amount payable under Gender Specific Cancer will be 70% of the Sum Insured.</i></p>	<b>Females</b>	<b>Males</b>	Breasts Cancer	Testicular Cancer	Fallopian Tubes Cancer	Penile Cancer	Ovarian Cancer	Prostate Cancer	Cervical Cancer		Uterus Cancer		Vagina / Vulva Cancer		<p>200% of Sum Insured</p>
<b>Females</b>	<b>Males</b>														
Breasts Cancer	Testicular Cancer														
Fallopian Tubes Cancer	Penile Cancer														
Ovarian Cancer	Prostate Cancer														
Cervical Cancer															
Uterus Cancer															
Vagina / Vulva Cancer															
<p><b>Early Stage Cancer</b> We will pay the amount shown for Your Plan, in one lump sum, upon the Insured Person being diagnosed with Early Stage Cancer - Cancer-carcinoma-in-situ (as defined on page 1), for organs covered under Generic Cancer and Gender Specific Cancer.</p> <p><i>This benefit is payable only once in Insured Person's Lifetime and up to the limits shown in the Certificate of Insurance, irrespective of the number of Diagnosis of Carcinoma-in-situ.</i></p> <p><i>No benefits will be paid under this benefit for Carcinoma-in-situ which is diagnosed within one hundred and twenty (120) days from the date the Insured Person was first covered under this Policy.</i></p>	<p><b>Generic Cancer</b></p>	<p>30% of Generic Cancer's Sum Insured</p>													
	<p><b>Gender Specific Cancer</b></p>	<p>30% of Gender Specific Cancer's Sum Insured</p>													

**WHAT WE PAY FOR**

1. This Policy provides the Insured Person lump sum payment upon Diagnosis of Cancer and/or Carcinoma-in-situ. However, We will only pay claims when they are related to:
  - (a) items listed in Your Certificate of Insurance subject to the limits shown there;
  - (b) Diagnosis during a period for which the premium has been paid;

**POLICY EXCLUSION**

1. We do not pay for claims related to:
  - (a) any Cancer and/or Carcinoma-in-situ directly or indirectly caused by any pre-existing condition;
  - (b) Cancer for which the Insured Person gets medical advice, has symptoms, or tests, or received any medication or Treatment within 90 days from the date such Insured Person was first covered under this Policy;
  - (c) Carcinoma-in-situ for which the Insured Person gets medical advice, has symptoms, or tests, or received any medication or treatment within 120 days from the date such Insured Person was first covered under this Policy;
  - (d) Cancer and/or Carcinoma-in-situ which is diagnosed and the Insured Person lives for a period of less than fourteen (14) days after the Diagnosis;
  - (e) Cancer and/or Carcinoma-in-situ for which the Insured Person is claiming if the Insured Person has been diagnosed with the same Cancer and/or Carcinoma-in-situ before the date such Insured Person was first covered under this Policy;
  - (f) Cancer and/or Carcinoma-in-situ diagnosed in the presence of Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).
  - (g) a Diagnosis made by a Medical Practitioner who is an Insured Person or a member of the Insured Person's family;
  - (h) Cancer and/or Carcinoma-in-situ caused as a result of nuclear contamination, biological contamination or chemical contamination.
2. We will not pay benefits for claims for which We have not received a properly completed claim form and all documents required by Us to process Your claim within 90 days of the Diagnosis made by Your Medical Practitioner.
3. We will not allow Insured Person to upgrade their level of cover except at each Policy Anniversary and only then when requested, in writing, to do so. Acceptance by Us of such an upgrade must be confirmed in writing by Us before the upgrade can become effective.

## POLICY CONDITIONS

### 1. Alterations

The Company may vary or alter the terms of this Policy on any renewal date by giving to the Insured 30 days' prior notice in writing. If the Insured chooses to renew the Policy after such notice has been given, the Insured is deemed to have accepted the variations or alterations.

### 2. Cancellation

This Policy may be cancelled by the Policyholder at any time by giving a written notice to the Company; and provided that no claims have been made during the current Policy Year, the Policyholder shall be entitled to a refund of the premium as follows:

Period Not Exceeding	Refund of Annual Premium
15 days (for renewal only)	90%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Exceeding 11 months	No refund

This Policy, and all attaching riders, would terminate once a claim under either "Generic Cancer" or "Gender Specific Cancer" benefit is being paid out.

### 3. Certification, Information and Evidence

All certificates, information, medical reports and evidence as required by the Company shall be furnished at the expense of the Insured, and in such a form that the Company may require. In any event all notices which the Company shall require the Policyholder to give must be in writing and addressed to the Company. An Insured shall, at the Company's request and expense, submit to a medical examination whenever such is deemed necessary.

### 4. (i) Duty of Disclosure

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.

### (ii) Fraud

If any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

### 5. Misstatement of Age

If the age of the Insured Person has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest.

If at the correct age the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable.

### 6. Period of Cover and Renewal

This Policy shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time and any change in the renewal premium shall be notified by the Company in writing at least thirty (30) days before change is effected. It shall not be incumbent on the Company to give notice that any premium for Renewal is due and such premium shall be deemed to be due date on which the Policy expires and must be paid within thirty (30) days thereafter. However, during such thirty (30) days the Company shall remain liable thereunder if by the last of such

days the premium is actually paid unless the Company or the Insured Person shall have given notice that the Insurance would not be renewed.

This Policy will be renewable at the option of Policyholder subject to the terms, conditions and termination at each of the anniversary of the Policy date. The renewal premiums payable will increase with age and is not guaranteed. The Company reserves the right to revise the premium rate applicable at the time of Renewal. Such changes, if any shall be applicable to all Policyholders irrespective of their claim experience according to the Company's risk assessment.

This Policy is renewable at the option of Policyholder until the occurrence of any of the following:

- (a) non-payment of premium or premium not made on time;
- (b) fraud or misrepresentation of material fact during application;
- (c) the Policy is cancelled at the request of the Policyholder;
- (d) the Insured Person ceases to qualify as a dependant based on the definition of the Policy;
- (e) the Insured Person attains the coverage age limit specified;
- (f) benefit under either "Generic Cancer" or "Gender Specific Cancer" is paid out under this Policy;
- (g) on the death of the Insured Person; and
- (h) termination of coverage for all policies in a certain market and the Company withdraws this Policy completely from the market in accordance with the Portfolio Withdrawal Condition.

**7. Governing Law**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

**8. Change in Risk**

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.

**9. Subrogation**

If the Company shall become liable for any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the rights and remedies of the Insured Person against any party and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give or cause to be given to the Company all such assistance in his/her power as the Company shall require to secure the rights and remedies and at the Company's request shall execute or cause to be executed all documents necessary to enable the Company to effectively to bring suit in the name of the Insured Person.

**10. Contribution**

An Insured Person shall not be covered under more than one AXA **SmartCancer Cash** with Us. In the event an Insured Person is covered under more than one plan, We will consider that Insured Person to be insured under the Policy which provides the highest benefit. When the benefit under each of such policies is identical, we will consider that Insured Person to be insured under the Policy first issued.

**11. Ownership of Policy**

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Policyholder as the absolute owner of the Policy. The Company shall not be bound to recognise any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a Benefit by the Policyholder (or by his legal or authorized representative) alone shall be an effective discharge of all obligations and liabilities of the Company. The Policyholder shall be deemed to be responsible Principal or Agent of the Insured Person covered under this Policy.

**12. Change of Plan**

Any increase or decrease in the insurance coverage for the Insured Person which is due to a change in Plan will become effective only on the next Policy Anniversary date provided such change has been approved by the Company. Any increase in the insurance coverage shall be subject to further evidence of health satisfactory to the Company.

**13. Upgraded Policies**

We reserve the right to refuse any request to upgrade or amend cover. In the event that We do accept a request for an upgrade We may restrict cover for conditions existing at the time of the upgrade to the level of benefits enjoyed under the original Policy. In any event, final acceptance of any amendment by Us and particularly the application of upgraded benefits will only be made at the next Renewal following such a request. Neither amendments nor upgrades can be made during the Policy Year. Any condition known about or that should reasonably be known about at the time of an amendment or upgrade must be advised to us before the Policy amendment takes effect.

We will not allow Insured Person to upgrade their level of cover except at each Policy Anniversary and only then when requested, in writing, to do so. Acceptance by Us of such an upgrade must be confirmed in writing by Us before the upgrade can become effective.

During the first 12 months following the effective date of upgrade, We will not pay upgraded benefit levels relating to Diagnosis of any Medical Condition which was made prior or at the time of the upgrade. Benefits for such a Medical Condition will be restricted to the level of cover that would have been applicable to such a Medical Condition prior to the upgrade.

**14. Cooling-Off Period**

If this Policy shall have been issued and for any reason whatsoever the Insured Person shall decide not to take up the Policy, the Insured Person may return the Policy to the Company for cancellation provided such request for cancellation is

delivered by the Insured Person to the Company within fifteen (15) days from the date of delivery of the Policy. The Insured Person is entitled to the return of the full premium paid less deduction of medical expenses incurred by the Company in the issuance of the Policy.

**15. Portfolio Withdrawal Condition**

The Company reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product.

Cancellation of the portfolio as a whole shall be given by written notice to the Policyholder and the Company will run off all policies to expiry of the period of cover within the portfolio.

**16. Claim Procedures**

- i) Before We can consider a claim please ensure that:
  - (a) You send to us a completed claim form, filled in and signed by You and the Medical Practitioner as soon as You can and no later than 90 days from the date of Diagnosis made by Your Medical Practitioner; and
  - (b) We receive copy of completed medical report, bill, HPE/Biopsy Report and other related diagnostic report; and
  - (c) You promptly give Us all the information We have requested.
- ii) In the event of suspicion of fraud or dishonesty, We can appoint and pay for an independent Medical Practitioner to advise Us on the medical issues relating to any claim. If required by Us the independent Medical Practitioner will also medically examine the Insured Person making the claim and provide Us with a report. The Insured Person must co-operate with the independent Medical Practitioner otherwise We have the right to refuse payment of the claim.
- iii) If You make a claim which is in any way dishonest:
  - (a) We will not pay any benefits for that claim; and
  - (b) if We have already paid benefits for that claim before We discovered the dishonesty We can recover those benefits from You; and
  - (c) We can refuse to make any payment; and
  - (d) We can refuse to renew Your Policy; or
  - (e) We can impose different terms to any cover We are prepared to provide; or
  - (f) We can end Your Policy and all cover under it immediately.

**17. Currency of Payment**

All payments under this Policy shall be made in the legal currency of Malaysia. Should any payment be requested by the Insured to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement.

**18. Condition Precedent to Liability**

The due observance and the fulfilment of the terms, provisions and conditions of this Policy by the Insured Person and in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company.

**19. Notice**

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

You are to –

- (a) write to Our Customer Service Department; or
- (b) e-mail Us at [customer.service@axa.com.my](mailto:customer.service@axa.com.my); and

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.

**20. Legal Proceedings**

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Company. After such grace period has expired, the Company will not accept, for any reason whatsoever, such written proof of loss.

**21. Dispute Resolution**

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



**22. Sanction Limitation**

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.