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## SmartMedi Cash

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### **IMPORTANT NOTICE**

This is your **SmartMedi 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 03-2174 1515; or e-mail to [bnmtelelink@bnm.gov.my](mailto: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.

### **Persons eligible**

**Insured person** eligible to be covered under this **policy** must be aged between twenty-one (21) and fifty-five (55) years (age next birthday) at the time of application.

This **policy** can be renewed up to age 65 (age next birthday) subject to **you** paying the applicable premium.

This **policy** provides cover only if the **insured person** is a resident of Malaysia. By resident of Malaysia **we** mean Malaysian Citizen who possesses a Malaysian National Registration Identity Card Number (NRIC).

Further conditions concerning cover

- (a) If an **insured person** is confined in a **hospital** on the date when his/her **policy** would otherwise become effective, such **policy** will not become effective until the date following discharge from **hospital**.
- (b) An **insured person's** cover will cease automatically if he/she remains outside of Malaysia for a period in excess of ninety (90) consecutive days. In such an event, the **insured person's** cover will be terminated at 23:59 Malaysian standard time on the 90th day after the **insured person's** departure from Malaysia.

This **policy** is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers/declaration and any other disclosures made by **you** when **you** applied for this insurance and the time this contract is entered to. 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 made 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**.

### **What you're covered for**

The benefits below are payable on a specified-sum basis, without reference to actual charges incurred, except for Prosthesis Allowance benefit up to the limit as stated in the benefit table. The amount payable may be on a one-time basis or on a periodic basis, as provided in the **policy schedule**.

Please refer to the **policy schedule** for further information on the availability and benefit levels of **your plan**.

BENEFITS	PLAN 1	PLAN 2
<b>Daily Hospital Income</b> Maximum number of days per medical condition during insured person's lifetime	180 days	180 days
(i) Per day limit within Malaysia	RM400	RM300
(ii) Per day limit outside Malaysia for treatment of medical condition caused by an accident	RM800	RM600
<b>Inconvenience Cash (per incident)</b> Receive additional cash for staying as an inpatient in a hospital for 5 consecutive days for treatment of a medical condition	RM1,200	RM900
<b>Accidental Death</b>	RM2,000	RM2,000
<b>Prosthesis Allowance (Annual Limit)</b>	RM1,000	RM1,000
<b>No Claim Discount</b>	Enjoy 5% discount for your next renewal (excluding tax & stamp duty) when you do not make any claim towards your insurance during the current policy period.	

Benefits	Clarifications
Daily Hospital Income (Up to 180 days per lifetime)	<p><b>We</b> will pay per day limit shown for <b>your plan</b> for each completed 24-hour period of <b>insured person's</b> stay as an <b>inpatient</b> in:</p> <p>(i) a <b>hospital</b> in Malaysia for <b>treatment</b> of a <b>medical condition</b>.  (ii) a <b>hospital</b> outside of Malaysia for <b>treatment</b> of a <b>medical condition</b> caused by an <b>accident</b>.</p> <p>This benefit shall be paid from the first day of <b>insured person's</b> eligible <b>hospital</b> stay as an <b>inpatient</b> up to the period not exceeding the maximum number of days (during <b>insured person's lifetime</b>) stated in the <b>policy schedule</b> for <b>your plan</b> for all such <b>inpatient hospital</b> stay for <b>treatment</b> of a particular <b>medical condition</b> including all associated <b>medical conditions</b> arising thereof.</p> <p>The benefits under (i) and (ii) above are mutually exclusive and are payable up to the limits shown in the <b>policy schedule</b>.</p>
Inconvenience Cash (per incident)	<p><b>We</b> will pay the amount shown for <b>your plan</b> upon discharge from a <b>hospital</b> where the <b>insured person</b> has been staying as an <b>inpatient</b> for five (5) consecutive days based on the number of Room &amp; Board day charge by <b>Hospital</b> for <b>treatment</b> of a <b>medical condition</b>.</p> <p>Please note: this benefit is payable only when the <b>insured person's</b> stay as an <b>inpatient</b> in a <b>hospital</b> is eligible for payment under the 'Daily Hospital Income' benefit above.</p>
Accidental Death	<p><b>We</b> will pay the amount shown in the Schedule if during the Period of Insurance an <b>insured person</b> shall sustain bodily injury caused by an <b>accident</b> resulting directly and independently of any other cause within one year in death.</p>
Prosthesis Allowance (Annual Limit)	<p><b>We</b> will pay the amount shown in the Schedule for the actual cost of purchasing wheelchair, artificial arm or leg and crutches provided always that such medical equipment is necessary to assist in the mobility of the <b>insured</b> and are recommended by the attending <b>specialist physician/surgeon</b> subject to the cost not being borne by other insurer.</p> <p>Please note: this benefit is payable only when the <b>insured person</b> seek <b>treatment</b> as an <b>inpatient</b> in a <b>hospital</b>.</p>
No Claim Discount	<p>At the end of every twelve (12) consecutive months, a No Claim Discount of 5% (excluding interest, any statutory tax and stamp duty) will be extended to <b>you</b> if:</p> <p>(a) no claim for an event that occurred in the preceding twelve (12) months has been paid under <b>your policy</b> in the preceding 12 months;  (b) no claim for an event that occurred in the preceding twelve (12) months has been submitted under <b>your policy</b> and is pending adjustment; and  (c) <b>you</b> renew <b>your insurance</b> for the next 12 months period.</p> <p>Please note: a claim is considered to have been made in the preceding twelve (12) months if any event falls within this period, regardless of the date of submission of the claim. Should a claim for the preceding twelve (12) months be reported after <b>we</b></p>

Benefits	Clarifications
	awarded/ and paid the discount, the No Claim Discount shall be void/ and <b>you</b> are required to pay <b>us</b> back the No Claim Discount.

### How to obtain a claim form

**You** can visit our website at [www.axa.com.my](http://www.axa.com.my) to obtain a printable claim form if **you** need one or contact AXA Customer Service number at (603) 2170 8282.

**You** must provide a completed claim form, filled in and signed by **you** and the **medical practitioner** and send back to **us** as soon as possible. A fully completed claim form will ensure that **your** claim will be processed promptly. An incomplete or unsigned claim form may delay settlement of **your** claim and in some cases may lead to the claim form being returned to **you** for completion.

Below are the required documents for claims processing. **We** may request additional information or report from **you** only if necessary.

Benefits	Required documents for claims processing
Daily Hospital Income	<ul style="list-style-type: none"> <li>• Completed claim form</li> <li>• Copy of medical report and bill</li> </ul>
Inconvenience Cash	<ul style="list-style-type: none"> <li>• Completed claim form</li> <li>• Copy of medical report and bill</li> </ul>
Accidental Death	<ul style="list-style-type: none"> <li>• Completed claim form</li> <li>• Copy of official death certificate</li> </ul>
Prosthesis Allowance	<ul style="list-style-type: none"> <li>• Completed claim form</li> <li>• Copy of medical report, original bill and receipt</li> </ul>

Please note that, all claims should be submitted within 60 days of treatment being received or date of discharge from the **hospital**.

### Where to send your claims

- a) AXA Affin General Insurance Berhad  
Ground Floor, Wisma Boustead, 71 Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia
- b) to your local AXA branch in Malaysia; or
- c) via email at [claims@axa.com.my](mailto:claims@axa.com.my)

### Payment in local currency

All payment under this **policy** shall be made in Malaysian Ringgit.

Claims incurred in any other currency would be converted to Malaysian Ringgit for benefit payment using spot rates prevailing at the time we assess the claim.

## Important information about your Plan

### 1) What happens if you wish to cancel your policy

**You** have a free-look period of 15 days from the date that **you** received this **policy** to review it. If **you** decide that this **policy** does not suit **your** needs, **you** may request to cancel it by giving **us** clear, written instructions to **us** within the free-look period. Provided that no claims have been made during this period, full premium will be refunded to **you** less deduction of expenses incurred by the **Company**. This free-look period shall not apply to **policy renewals**.

In addition, **you** may cancel **your policy** at any time by giving a written notice to the **Company**. Upon cancellation, **you** are entitled to a certain amount of refund of the premium provided that no claims have been made during the current **policy year**.

Period Not Exceeding	Refund of Annual Premium
15 days (for renewal only)	90%
1 month	80%
2 months	70%
3 months	60%

Period Not Exceeding	Refund of Annual Premium
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

Please also note that no claim of any kind will be considered after notification by **you** and acceptance by **us** of any cancellation.

**2) When the terms of your policy might change**

We may vary or alter the terms of this **policy** on any renewal date by giving to **you** 30 days' prior notice in writing. If **you** choose to renew the policy after such notice has been given, **you** are deemed to have accepted the variations or alterations.

**What this membership agreement means**

In the following section **you** will find detailed definitions, terms and exclusions forming part of the contract between **you** and **us**. Please read them carefully and contact **us** should **you** require further clarifications.

**1. Definitions**

In this Policy, the words set out below shall have the corresponding meaning assigned to them.

- 1.1. **accident** shall mean a sudden unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.
- 1.2. **certificate of insurance /policy schedule** shall mean 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.
- 1.3. **congenital conditions** shall mean any medical or physical abnormalities existing at the time of birth, as well as neonatal physical abnormalities developing within 6 months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the **insured person** was continuously covered under this **policy**.
- 1.4. **doctor /medical practitioner /physician /surgeon** shall mean a person qualified and licensed by the relevant licensing authority to practice western medicine and who, in rendering such **treatment**, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a **doctor, physician, medical practitioner** or **surgeon** who is the **insured** himself/herself or his/her **family member**.
- 1.5. **family member** shall mean **your** partner and **your** unmarried children (or those of **your** partner) living with **you** when **you** take out the **policy** or when it is renewed. By partner **we** mean **your** legal husband or legal wife.
- 1.6. **hospital** 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:
  - (a) has facilities for diagnosis and major surgery,
  - (b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,
  - (c) is under the supervision of a **physician**, and
  - (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.
- 1.7. **hospitalisation** shall mean admission to a **hospital** as a registered **inpatient** for **medically necessary treatments** for a covered **disability** upon recommendation of a **physician**. A patient shall not be considered as an **inpatient** if the patient does not physically stay in the **hospital** for the whole period of confinement.

- 1.8. **inpatient** refers to the admission overnight of an **insured person** into a **hospital** in order to receive **treatment**.
- 1.9. **insured person** shall mean the person described in the **policy schedule** as **insured person** in this policy.
- 1.10. **lifetime** shall mean the entire duration during which the **policy** under **insured person** is in force, taking into account **renewals** or replacement.
- 1.11. **medical condition / disability** shall mean any disease, illness or injury excluding psychiatric illness.
- 1.12. **medically necessary** shall mean a medical **treatment** which is:
- consistent with the diagnosis and customary medical **treatment** for a covered **medical condition / disability**, and
  - in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
  - not for the convenience of the **Insured** or the **physician / medical practitioner**, and unable to be reasonably rendered out of **hospital** (if admitted as an **inpatient**), and
  - not of an experimental, investigational or research nature, preventive or screening nature, and
  - for which the charges are fair and Reasonable and Customary for the medical condition / disability.
- 1.13. **plan** shall mean any AXA **SmartMedi Cash** plan
- 1.14. **policy** shall mean 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:
- these terms and the **policy schedule** setting out the cover under **your plan**
  - your policy schedule**, our letter of acceptance and/or endorsements
- 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.
- 1.15. **policyholder** 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**.
- 1.16. **policy year** 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**.
- 1.17. **pre-existing condition** shall mean **medical conditions/disabilities** 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:
- the **insured person** had received or is receiving **treatment**;
  - medical advice, diagnosis, care or **treatment** has been recommended;
  - clear and distinct symptoms are or were evident; or
  - its existence would have been apparent to a reasonable person in the circumstances
- 1.18. **renewal / renewed policy** shall mean **policy** which has been renewed without lapse of time upon expiry of a preceding **policy** with the same content.
- 1.19. **treatment** shall mean a surgical procedure or medical procedure carried out by a **medical practitioner** (other than for diagnostic procedures).
- 1.20. **waiting period** shall mean the first thirty (30) days between the beginning of an **insured person's disability** and the commencement of this **policy** date/ reinstatement date and is applied only when the person is first covered. This shall not be applicable after the first year of cover. However, if there is a break in insurance, the waiting period will apply again.
- 1.21. **we / us / our / AXA / company** shall mean AXA Affin General Insurance Berhad.
- 1.22. **you / your / yourself / insured** shall mean the **policyholder** and/or **insured person**.

## 2. What we pay for

This **policy** provides the **insured person** cash benefits for stay as an **inpatient** in a **hospital** for **treatment** of a **medical condition** or **accident**. However, **we** will only pay claims when they are related to:

- items listed in **your policy schedule** and subject to the limits as shown in **your policy schedule**;
- for costs incurred during a period for which the premium has been paid.

### 3. What we do not pay for (exclusions and limitations)

#### 3.1. We do not pay claims related to:

- a) any **treatment** which commenced within the first 30 days of the commencement date of this **policy** or from the time an **insured person** is first covered under the **policy**; except where such **treatment** is required due to an **accident**;
- b) **treatment** received within the first 12 months of the commencement date of this **policy** or from the time an **insured person** is first covered under the **policy**, for any **pre-existing condition**;
- c) pregnancy, pregnancy related or its complications, childbirth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or **treatment** pertaining to infertility. Erectile dysfunction and tests or **treatment** related to impotence or sterilisation;
- d) private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law;
- e) **treatment** related to sex change;
- f) the removal of fat or surplus tissue from any part of the body whether or not it is needed for medical or psychological reasons;
- g) **treatment** related to transplant surgery where **insured person** is the donor or any costs for collecting donor organs for transplant surgery;
- h) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane;
- i) any **treatment** to correct long or short-sightedness;
- j) **hospitalisation** primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to **treatment** or diagnosis of a covered **disability** or any **treatment** which is not medically necessary and any preventive treatments, preventive medicines or examinations carried out by a **physician**, and **treatments** specifically for weight reduction or gain;
- k) any claims related to providing or fitting any external prosthesis or appliance, unless it is specified in **your plan**;
- l) out- patient drugs or dressings;
- m) dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance which the treatment was sought as an inpatient in a hospital;
- n) **treatment** of sickness or injury arising from illegal activities, playing professional sports, racing of any kind (except foot racing) or hazardous sports such as but not limited to skydiving, base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, water skiing, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, handgliding, paragliding or microlighting, parachuting, potholing, skiing off piste or any other winter sports activity carried out off piste;
- o) Investigation and **treatment** of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as **treatment**, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist **treatment**, massage or aroma therapy or other alternative **treatment**;
- p) any **treatment** or surgical operation for congenital abnormalities or deformities including hereditary conditions;
- q) in-patient rehabilitation
- r) cosmetics (aesthetic) surgery or **treatment**, or any **treatment** which relates to or is needed because of previous cosmetic **treatment**. However, we will pay for claims related to reconstructive surgery if
  - it is carried out to restore function or appearance after an accident or following surgery for a **medical condition**, provided that the **insured person** has been continuously covered under a **plan** of ours since before the accident or surgery happened; and
  - it is done at a medically appropriate stage after the accident or surgery; and
  - agreed, in writing, by **us** before it is done.
- s) **treatment** which has not been established as being effective or which is experimental
- t) **treatment** which is not **medically necessary**

3.2. **we** will not pay benefits for claims related to psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations) and any other conditions classified under the "Diagnostic & Statistical Manual of Mental Disorders (DSM-IV Codes)" as published by American Psychiatric Association.

3.3. **we** will not pay for claims related to treatment of injury sustained from private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

3.4. **we** will not pay for claims related to **treatment** of injury caused whilst an **insured person** is performing occupational activities as professional sportsperson, air/sea crew, construction worker, dealing in any way with explosives or hazardous substance, working at heights 30 feet above the ground, armed and discipline forces including but not limited to the military, navy, air force, policemen, auxiliary police officers, customs officers, firemen, immigration officers or inspectors, correctional service officers or inspectors.

- 3.5. **we** will not pay for claims related to any **treatment**, if needed as a result of ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
- 3.6. **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 60 days of the **treatment** being received or date of discharge from **hospital**.
- 3.7. **we** will not pay benefits for any claims related to treatment needed as a result of war or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.

#### 4. Making Claims

Please refer to page 3 for details of how to make a claim.

- 4.1 Before **we** can consider a claim, please ensure that:
- **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 60 days from the date the **treatment** being received or date of discharge from **hospital**; and
  - **we** receive copy of completed medical report and bill for Daily Hospital Income Claim; and
  - **we** receive copy of official death certificate for Accidental Death Claim; and
  - **we** receive copy of completed medical report and original bill and receipt for Prosthesis Allowance Claim
  - **you** promptly give **us** all the information **we** request.
- 4.2 Where benefits under this policy are paid on a reimbursement or indemnity basis, **you** must inform **us** on the claim form if you think any of the cost can be claimed from anyone else or under another insurance policy or source. If so, then:
- an **insured person** carries other insurance covering any illness or injury insured by this policy, **we** shall not be liable for a greater proportion of such illness or injury than the amount applicable hereto under this policy bears to the total amount of all valid insurance covering such illness or injury
  - if benefits are claimed for treatment to an **insured person** whose injury or medical condition was caused by some other person (the "third party"), **we** will pay only those benefits the **insured person** can claim under the policy (unless these are covered by another insurance policy, when **we** will only pay our proper share of the benefits). However, in paying those benefits **we** obtain both through the terms of the policy and by law a right to recover the amount of those benefits from the third party. In this case the following shall apply:
    - a) **we** 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 **us** all such assistance in his/her power as **we** shall require to secure the rights and remedies and at our request shall execute or cause to be executed all documents necessary to enable **us** to effectively to bring suit in the name of the **insured person**.
    - b) **you** must inform **us** as quickly as possible that the injury or medical condition was caused by, or was the fault of, a third party. **We** will then send **you** a form on which you can give **us** full written details;
    - c) if **you** are making a claim, or have not made (or refuse to make) a claim against the third party, **you** must act in good faith and do all the things **we** shall require to ensure that monies are recovered from the third party and are repaid to **us** up to the amount of the benefits **we** have paid (and any interest). **You** will be asked to sign a written undertaking to this effect; and
    - d) if **you** do not repay to **us** monies recovered from the third party up to the amount of benefits (and any interest), **we** shall be entitled to recover the same from **you**.
- 4.3 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.
- 4.4 If **you** make a claim which is in any way dishonest:
- **we** will not pay any benefits for that claim; and
  - if **we** have already paid benefits for that claim before **we** discovered the dishonesty, **we** can recover those benefits from **you**; and
  - **we** can take any of the actions listed in 7.9 below

## 5. Joining and renewing

Please refer to **AXA** for details of how to change **your policy**.

5.1 **We** will inform **you** in writing the date **your policy** starts and any special terms which apply to it.

5.2 **Your policy** is for one year and **your** premium is payable on a yearly basis. At the end of that time, provided the **plan you** are on is still available, **you** can renew it on the terms and conditions applicable at that time. **You** will be bound by those terms. However, **we** reserve the right to refuse to accept **you** as a customer or to renew **your policy** at any **policy** anniversary for reasons shown in 7.4 (iv) and 7.9.

## 6. Conditions

6.1 This due observance and the fulfilment of the terms, provisions and conditions of this policy by the **policyholder/insured person** and in so far as they relate to anything to be done or complied with by the **policyholder/insured person** shall be conditions precedent to any liability of **ours**.

6.2 When **you** have applied for this insurance wholly for purposes related to **your** trade, business or profession, **you** had a duty to disclose any matter that **you** know to be relevant to **our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it 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.

**You** also have a duty to inform **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 by you when **you** applied for this insurance is inaccurate or has changed.

6.3 (a) For the purposes of determining premiums payable, an **insured person's** age shall be deemed to be his age next birthday, and any premium tables or other material **we** provide in this connection shall be read accordingly.

(b) 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. 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.

6.4 Premium rates are not guaranteed and the premium payable at **renewal** shall be determined at each **renewal** based on the age next birthday of the **insured person**, the premium rates then in effect, and any other factors which may materially affect the risks insured.

6.5 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.

6.6 **You** must write and inform **us** if **you** change **your** contact details/address. **We** will send all correspondence about the policy by ordinary post / via email to the address **we** have for **you** on **our** records.

## 7. General

7.1 This **policy** is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. The parties hereby submit to the jurisdiction of the courts of Malaysia.

7.2 This **policy** shall become effective as of the date stated in the **policy schedule**. The **policy** anniversary shall be one year after the effective date and annually thereafter. The premium rate is not guaranteed. On each such anniversary, this **policy** is renewable at the premium rates in effect at that time as notified by **us**. **We** will give **you** at least 30 days written notice in the event of premium revision. Renewability is not guaranteed and is renewable at **our** option.

7.3 An **insured person** shall not be covered under more than one **SmartMedi Cash plan** 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.

7.4 Subject to the other terms of this **policy**, cover under this **policy** shall also automatically terminate on the earliest occurrence of any of the following events:

- (i) non-payment of premium or premium not made on time;
- (ii) fraud or misrepresentation of material fact during application;
- (iii) the **policy** is cancelled at the request of the **policyholder**;
- (iv) the **insured person** attains the coverage age limit specified;



- (v) on the death of the **insured person**; and
- (vi) 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.
- 7.5 **We** can change all or any part of the **policy** including the **policy schedule** or these terms, but only for the reasons shown in **our** handbook or Agreement, and the changes will only apply to **you** when **you** renew unless **we** are obliged by law to apply any change with immediate effect. **We** will give **you** thirty (30) days prior notice of the changes and will send details of them by ordinary post /via email to the address **we** have for **you** on **our** records. The changes will take effect from when **you** renew or when applied by law.
- 7.6 Unless otherwise expressly provided for by endorsement in the policy, **we** shall be entitled to treat **you** as the absolute owner of the **policy**. **We** 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 **you** (or by **your** legal or authorized representative) alone shall be an effective discharge of all obligations and liabilities of **ours**.
- 7.7 The terms of **your policy** cannot be changed nor claims authorization given by any verbal communication between **you** and **us**. Any changes, approvals, or other statements relating to **your policy** must be confirmed, in writing, by **us**. **We** are not bound by any verbal commitment not confirmed by **us** in writing.
- 7.8 **We** do not pay for administration costs or reports of any kind.
- 7.9 In the event of any dishonesty or fraud in procurement of this **policy** or in deriving any benefits, **we** can:
- refuse to make any payment; and
  - refuse to renew your **policy**; or
  - impose different terms to any cover **we** are prepared to provide; or
  - end **your policy** and all cover under it immediately.
- 7.10 Any benefits payable under this **policy** will be paid to the beneficiary(ies) or nominee(s) named by the **insured** or to his legal personal representative upon his death.
- 7.11 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. 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 **us** 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 **ours**. After such grace period has expired, **we** will not accept, for any reason whatsoever, such written proof of loss.
- 7.12 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.