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## SMARTCARE SHIELD

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### IMPORTANT NOTICE

1. This is Your **SmartCare Shield 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

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 [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@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.

## **HOW YOUR INSURANCE OPERATES**

Your SmartCare Shield Policy is a contract between You and AXA AFFIN GENERAL INSURANCE BERHAD and it consists of:

- the Policy Contract,
- the Policy Schedule and any Endorsements, which have 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.

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.

## **ELIGIBILITY AND SCOPE**

### 1. Eligibility

To be a Policyholder or an Insured Person under this Policy, one must be at least eighteen (18) years old and at most sixty-five (65) years old and one of the following:

- (a) a Malaysian citizen;
- (b) a Permanent Resident of Malaysia; or
- (c) a holder of a work permit, employment pass, dependent pass, long-term social visit pass, or student pass issued by the relevant authorities in Malaysia which is valid throughout the Period of Insurance and who is legally residing in Malaysia.

### 2. Coverage & Termination

- (i) The insurance provided under this Policy in respect of an Insured Person begins on the Effective Date of the Policy and ends at the end of the Period of Insurance in respect of that Insured Person.
- (ii) The insurance provided under this Policy in respect of an Insured Person shall automatically terminate on the earliest of the following dates:
  - a. upon that Insured Person's death;
  - b. upon expiry of the Period of Insurance in respect of that Insured Person; or
  - c. on the renewal date after the date on which the Insured Person ceases to be eligible in accordance with Paragraph 1 above.

## **BENEFITS**

### **Section 1 – Accidental Death**

We will pay the amount shown in the Schedule for Accidental Death if, during the Period of Insurance, an Insured Person sustains Injury which results in the death of that Insured Person within 365 days of the Injury.

### **Section 2 – Accidental Permanent Disablement**

We will pay the the percentage of the Sum Insured shown in the Scale of Compensation for Accidental Permanent Disablement Benefits corresponding to any Permanent Disablement sustained by an Insured Person if, during the Period of Insurance, that Insured Person sustains Injury which results in the Permanent Disablement (total or partial) of that Insured Person within 365 days of the Injury.

<b>SCALE OF COMPENSATION FOR ACCIDENTAL PERMANENT DISABLEMENT BENEFITS</b>	
<b>Description of Permanent Disablement</b>	<b>Percentage of Sum Insured</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 finger	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 shall be assessed by Us as in the opinion of Our medical advisors is not inconsistent with the foregoing without regard to the Insured Person's occupation.	

### Section 3 – Temporary Total Disablement

We will pay the amount shown in the Schedule for Temporary Total Disablement, up to a maximum of 104 weeks, if during the Period of Insurance, the Insured Person sustains Temporary Total Disablement as a result of an Accident. If the period of Temporary Total Disablement includes an incomplete week, the weekly payment for that week will be adjusted proportionately to cover only that part of the week when there was Temporary Total Disablement. To be eligible for this benefit, the Insured Person must be gainfully employed or engaged in a business at the time of the Accident.

### Section 4 – Accidental Medical Expenses

We will reimburse You the Reasonable and Customary Charges for Medically 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 total amount shown in the Schedule for "Accidental Medical Expenses", for any one Accident.

## **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>
<b>1. We/Us/Insurer/ AXA</b>	AXA Affin General Insurance Berhad.
<b>2. You/Your/Yourself</b>	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
<b>3. Accident</b>	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
<b>4. Accidental Death</b>	Death by reason of Accident
<b>5. Clinic</b>	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
<b>6. Effective Date</b>	The effective date set out in the Policy Schedule and means the first day of the Period of Insurance
<b>7. Endorsement</b>	An endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy
<b>8. Hospital</b>	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
<b>9. Infectious or Contagious Disease</b>	Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means
<b>10. Injury</b>	Bodily injury caused solely and directly by an Accident, independent of all other causes, and excludes any illness, disease or medical disorder
<b>11. Insured / Insured Person</b>	Any person named as an Insured Person in the Policy Schedule, including the Policyholder if so named.

<b>12. Limb</b>	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
<b>13. Loss</b>	<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>
<b>14. Loss of Sight</b>	Total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind and beyond remedy by surgical or other treatment
<b>15. Medically Necessary</b>	<p>(a) A Treatment or medical service is Medically Necessary if it is inconsistent with the diagnosis and customary medical Treatment for an Injury;</p> <p>(b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;</p> <p>(c) not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient); and</p> <p>(d) not of an experimental, investigational or research nature, preventive or screening nature</p>
<b>16. Pandemic</b>	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.
<b>17. Period of insurance</b>	The period specified on the Policy Schedule or in any Endorsement
<b>18. Permanent</b>	Lasting a period of twelve (12) consecutive months or more from the date of the Accident
<b>19. Permanent Disablement</b>	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
<b>20. Physician</b>	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
<b>21. Policy</b>	<p>The following documents:</p> <p>(a) this Policy document,</p> <p>(b) Schedule of Benefits, and</p> <p>(c) Any Endorsements</p>

- 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. Proposal Form** 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
- 24. Reasonable and Customary Charges** Any charge for Medically Necessary medical care and/or Treatment which:
- (a) is considered reasonable and customary to the extent that it does not exceed the general level of charges made by others of similar standing in the locality where the charge is incurred when furnishing like or comparable Treatment, services or supplies to an individual of the same sex and of comparable age for a similar Injury;
  - (b) is in accordance with accepted medical standards and practice; and
  - (c) could not have been omitted without adversely affecting the Insured Person's medical condition.
- In Malaysia, Reasonable and Customary Charges shall be deemed to be those laid down in the Malaysian Medical Association's prevailing Schedule of Fees
- 25. Schedule** The document which provides details of:
- (a) Yourself, and
  - (b) any terms and conditions that are specific to your contract
- 26. 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
- 27. 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
- 28. 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

**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 total sum payable under Section 2 shall not exceed the amount provided for under Section 2.
3. Upon the payment of either the benefit under 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 3 in respect of the same Injury or Accident.
5. Payments under Section 3 may be made at intervals in arrears during the period of disablement at Our discretion but We shall reserve the right to withhold such payments if We so wish until the total amount due to the Insured shall have been ascertained and proved to Our satisfaction.

**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 Medically Necessary by 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 (temporary or otherwise) of alcohol or 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, terrorism, 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. Riding on a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger);
17. 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:
  - 17.1 Any fear or threat (whether actual or perceived) relating to the Pandemic; or
  - 17.2 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

## **GENERAL CONDITIONS**

1. **Condition Precedent to Liability**  
You must observe and comply with the terms, provisions and conditions of this Policy in order for Us to be liable under this Policy. This means that if You do not do what You are supposed to do, or if You do what you are not supposed to do, under this Policy, We will not be liable under this Policy at all.
2. **Duty of Disclosure**  
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.
3. **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.
4. **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.
5. **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.
6. **Cash Before Cover**  
Full premium must be paid to Us or Our authorized agent before the Effective Date of the policy.
7. **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.

**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. 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.

**10. 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 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 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.

**11. Other Insurance(s) [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.

**12. 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 of Insurance 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.