



SmartMedi Outpatient

IMPORTANT NOTICE

This is your **SmartMedi Outpatient** 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
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; 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.

HOW YOUR INSURANCE OPERATES

Your **SmartMedi Outpatient** 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 residing in Malaysia who possesses a Malaysian National Registration Identity Card Number (NRIC):

- (a) Aged between **3 year old** and not more than **45 year old** next birthday at the time of application under this policy.
 - For a child aged between 3 year old to 18 year old next birthday at the time of application, the parent or legal guardian must also be covered under the **SmartMedi Outpatient** policy. The policy issued must be to a parent or guardian who is aged eighteen (18) years old and above who is a Malaysian Citizen residing in Malaysia who possesses a Malaysian National Registration Identity Card Number (NRIC).

- For member aged between 19 to 45 next birthday, the policy will be issued to the member.
- The policy shall be renewable up to aged 46 next birthday.

Please note:

- * For avoidance of doubt, each of the member to be insured in this policy must submit evidence of insurability, and accepted by us in writing.
- * A child cannot stay on the policy after the policy anniversary following his nineteenth (19th) next birthday. For the policy to be re-issued to the member child as the policyholder, he will not be required to submit further evidence of insurability provided there is no change in the plan and the member child has been continuously insured in this policy without any break in cover.

- (b) Persons who are legally reside in Malaysia. Persons become ineligible when they have resided continuously for ninety (90) days, or spend more than one hundred and eighty (180) days in a calendar year, outside Malaysia.

2. Geographical Territory

All benefits provided in this Policy are applicable within Malaysia for twenty-four (24) hours a day.

3. Overseas Residence

No benefit whatsoever shall be payable for any medical Treatment received by the Insured outside Malaysia.

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.

1. **We/Us/Insurer/ AXA/Company** shall mean AXA Affin General Insurance Berhad.
2. **You/Your/Yourself/Insured** shall mean the Policyholder and/or Insured Person.
3. **Accident** shall mean 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.
4. **Child** shall mean any person who has attained the age of three (3) year old and is an unmarried person, is financially dependent upon the Insured and is under the age of nineteen (19).
5. **Clinic** shall mean any establishment duly licensed and registered as a Clinic intended to be used for the medical care and Treatment of the sick and injured persons and which:
 - (a) is under the conduct of a registered medical practitioner at all times; and
 - (b) has facilities for diagnosis and has on its immediate premises services for the dispensation of drugs and medications.
6. **Consultation** shall mean a deliberate act of conferment in person with a medical practitioner for advice and diagnosis or Treatment of a Disability.
7. **Congenital Conditions** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal 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 was continuously covered under this Policy.
8. **Dentist** shall mean a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided, but excluding a Physician or surgeon who is the insured himself.
9. **Disability** shall mean a Sickness, Disease, Illness or the entire Injuries arising of a single or continuous series of causes.
10. **Doctor/Physician/Surgeon** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such Treatment, is practicing within the scope of his licensing and training in the

geographical area of practice, but excluding a Doctor, Physician or surgeon who is the Insured himself or his/her family member.

- 11. Eligible Expenses** shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the Schedule.
- 12. 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.
- 13. 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.
- 14. Hospitalisation** shall mean admission to a Hospital as a registered In-patient for Medically Necessary Treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an In-patient if the patient does not physically stay in the Hospital for the whole period of confinement.
- 15. Injury** shall mean bodily injury caused solely by Accident.
- 16. Illness/Disease/Sickness** shall mean a physical condition marked by a pathological deviation from the normal healthy state.
- 17. Insured Persons/Insureds** Shall mean the person described in the Policy Schedule including his/her Dependant (if applicable).
- 18. Medically Necessary** shall mean medical service which is:
 - (a) consistent with the diagnosis and customary medical Treatment for a covered Disability; and
 - (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and
 - (c) not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an In-patient); and
 - (d) not of an experimental, investigational or research nature, preventive or screening nature; and
 - (e) for which the charges are fair and Reasonable and Customary for the Disability.
- 19. Outpatient** shall mean the Insured Person is receiving medical care or Treatment without being Hospitalized.
- 20. Pre-Existing Illness** shall mean 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:
 - (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.
- 21. Prescribed Medicines/Drugs** shall mean medicines that are dispensed by a Physician, a Registered Pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of Treatment for a covered Disability.
- 22. 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.

- 23. Policyholder/Policyowner** shall mean a person to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.
- 24. Reasonable and Customary Charges** shall mean charges for medical care which is Medically Necessary shall be considered Reasonable and Customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable Treatment, services or supplies to individual of the same sex and of comparable age for a similar Sickness, Disease or Injury and in accordance with accepted medical standards and practice 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 Schedule of Fees.
- 25. Renewal/Renewed Policy** shall mean a Policy which has been Renewed without any lapse of time upon expiry of a preceding Policy with the same content.
- 26. Specialist** shall mean a medical or dental practitioner registered and licensed as such in the geographical area of his practice where Treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a Physician or surgeon who is the insured himself.
- 27. Clinical Procedure** shall mean to incise, excise or electrocauterize any body part, except for dental services and only limited to be performed in legally registered clinic/specialist clinic without using hospital facilities.
- 28. Treatment** shall mean medical procedures carried out by a Specialist (other than for diagnostic procedures).

SCHEDULE OF OUTPATIENT BENEFITS

SCHEDULE OF BENEFITS	PREMIUM PLAN	BASIC PLAN
OVERALL ANNUAL LIMIT	RM 15,000	RM 8,000
1. General Practitioner Consultation including Medication		
Co-Payment Per Visit	Not applicable	RM 30
Number of Visits Per Year	Unlimited	Unlimited
2. Specialist Consultation including Medication (Subject to Referral)		
Co-Payment Per Visit	10%	25%
Number of Visits Per Year	12	6
3. Diagnostic X-Ray and Laboratory Test (Subject to Referral)		
Co-Payment per Visit	10%	25%
No of Visits per Year	12	6
4. Clinical Procedures		
Co-Payment Per Visit	10%	25%
Number of Visits Per Year	12	6

DESCRIPTION OF BENEFITS

Important Notice: The Benefits described below may be subject to maximum limits or to a co-payment or deductible. Please check the Schedule of Outpatient Benefits for details. In the event the Maximum Limits has been fully paid, all insurance for the Insured Person hereunder shall immediately cease to be in force until such time as the Policy is Renewed.

1. Outpatient General Practitioner Clinical Treatment

Reimbursement of Reasonable and Customary Charges for Treatment or Consultation services rendered by a legally registered Doctor as a result of common Sicknesses and bodily Injuries, where Hospitalisation is not required, up to the maximum limits as stated in the Schedule of Outpatient Benefits. This benefit is applicable within **Malaysia** only.

- Member with medical card facility will be entitled for cashless facility for treatment or consultation services within AXA Affin General Insurance Berhad's list of Panel Clinics subject to policy terms and conditions. Kindly note that AXA Affin General Insurance Berhad reserves the right to update and vary the panel clinic listing as and when deemed necessary. The panel clinic listing is available in our website: www.axa.com.my.
- Member without medical card facility will need to pay upfront and seek eligible reimbursement from AXA Affin General Insurance Berhad.

(i) Routine Consultation

Reimbursement of Reasonable & Customary Charges incurred for the routine Consultation by a legally registered Physician at a legally registered clinic.

(ii) Medication

Reimbursement of Reasonable & Customary Charges incurred for the medication relevant to the Treatment of the Disability, which requires a legally registered Physician's prescription at a legally registered clinic.

(iii) Long Term Medication

Long Term Medication for the listed Chronic Illnesses (Diabetes, High Blood Pressure, Asthma, Arthritis, Ischaemic Heart Disease/ Coronary Heart Disease, Stroke, Epilepsy, Gout, Hyperlipidaemia, Parkinson, Peptic Ulcer, Psoriasis, Thyroid and conditions arising therefrom or associated therewith) shall be covered, but is subject to the following:

- All insured members are to seek treatment at a legally registered General Practitioners. Treatment & Services rendered by a legally registered Specialist **must be recommended by a legally registered General Practitioner in writing**. Only drugs prescribed for use within **one (1) month** after receiving treatment shall be reimbursable.

(iv) Diagnostic Lab / X—Ray Procedures

Reimbursement of Reasonable & Customary Charges for all laboratory examinations and diagnostic x-ray done at a legally registered clinic for the determination and diagnosis of a Disability.

(v) Outpatient Clinical Procedures

Reimbursement of Reasonable & Customary Charges incurred, or Outpatient clinical procedure done at a legally registered clinic.

2. Outpatient Specialist Treatment

Reimbursement of Reasonable and Customary Charges for Treatment or Consultation services rendered by a legally registered Specialist as a result of a specific Sickness and bodily Injury, where Hospitalisation is not required, up to the maximum limits as stated in the Schedule of Outpatient Clinical Benefits. The Insured Person must obtain a referral letter from a legally registered Appointed Physician, referring him/ her for legally registered Specialist Consultation. Due proof of such referral or recommendation by the legally registered Physician must be furnished to the Company. This benefit is applicable within **Malaysia** only.

- Member with medical card facility will be entitled for cashless facility for treatment or consultation services within AXA Affin General Insurance Berhad's list of Panel Hospital/Clinics subject to policy terms and conditions. Kindly note that AXA Affin General Insurance Berhad reserves the right to update and vary the panel clinic listing as and when deemed necessary. The panel clinic listing is available in our website: www.axa.com.my.
- Member without medical card facility will need to pay upfront and seek eligible reimbursement from AXA Affin General Insurance Berhad.

- (i) Consultation
Reimbursement of Reasonable & Customary Charges for the Consultation by a legally registered Specialist.
- (ii) Medication
Reimbursement of Reasonable & Customary Charges incurred for the medication relevant to the Treatment of the Disability, which requires a legally registered Specialist's prescription.
- (iii) Long Term Medication
Long Term Medication for the listed Chronic Illnesses (Diabetes, High Blood Pressure, Asthma, Arthritis, Ischaemic Heart Disease/ Coronary Heart Disease, Stroke, Epilepsy, Gout, Hyperlipidaemia, Parkinson, Peptic Ulcer, Psoriasis, Thyroid and conditions arising therefrom or associated therewith) shall be covered, but is subject to the following:
- All insured members are to seek treatment at a legally registered General Practitioner. Treatment & Services rendered by a legally registered Specialist **must be recommended by a legally registered General Practitioner in writing**. Only drugs prescribed for use within **one (1) month** after receiving treatment shall be reimbursable.
- (iv) Diagnostic Lab / X—Ray Procedures
Reimbursement of Reasonable & Customary Charges for all laboratory examinations and diagnostic x-ray done by a legally registered Specialist for the determination and diagnosis of a Disability.
- (v) Outpatient Clinical Procedures
Reimbursement of Reasonable & Customary Charges incurred for Outpatient clinical procedure done by a legally registered Specialist.

POLICY EXCLUSIONS

This Policy does not cover any claim arising directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing Illness of carcinoma, cancer, leukemia, systemic lupus erythematosus (SLE), disorder of immune system or blood, diabetes, epilepsy, Parkinson disease, kidney failure/dialysis.
2. Any claims incur within 90 days from the policy inception will be on Pay & File basis.
3. More than one (1) Outpatient Consultation per day to a General Practitioner or Specialist.
4. Consultation made on the day of surgical operation or during convalescence therefrom.
5. Cost of prescribed medicine without Consultation.
6. Private nursing care and house calls by Doctors for any reasons.
7. Plastic/Cosmetic Surgery or Treatment, or Treatment of their complications (inclusive of double eyelids, acne, keloids etc) except as necessitated by Accidental Injuries.
8. Care and Treatment that is experimental, investigative and not according to accepted professional standards and care that is not Medically Necessary.
9. Treatment for Injuries sustained while committing a crime or felony, or while under the influence of alcohol, narcotics, or mind-altering substance or Injuries which are self-inflicted while sane or insane.
10. Any Treatment for or arising from substance abuse such as alcohol, narcotics, etc.
11. Private nursing care engaged by Insured Person or services for rest cures or sanatoria care provided by rest/nursing home for purely recuperative purposes.
12. Contraceptive medications and devices, sterilisation procedures, Treatment for complications, reversal of such procedures and the work up or Treatment of sexual dysfunction or infertility.
13. Investigation and Treatment relating to pregnancy including prenatal, childbirth, postnatal and all complications arising therefrom.
14. Hormone therapy.
15. Any circumcision unless Medically Necessary.
16. Conditions related to sexually transmitted Disease, AIDS and AIDS Related Complex or its sequelae.
17. 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.
18. Vitamins, Food Supplement, Herbal Cures, Anti-Obesity /Weight Reducing Agents including off the counter medications.
19. Soaps, shampoos, vitamin creams and vitamin ointment.

20. Psychotic, mental, nervous disorders and behavioural conditions including neurosis, physiological or psychosomatic manifestations.
21. Treatment, therapy for congenital or hereditary Diseases, deformities and Disabilities and any medical or surgical complication arising therefrom e.g. childhood hernias, clubfoot, Ventricular Septal Defect, Atrial Septal Defect, Thalassemia etc.
22. Diseases or Disabilities of a newborn Child contracted prior to or during birth of within the first 14 days hereafter.
23. Blood and topical allergy testing.
24. Routine physical examination, health check-ups or tests not incidental to Treatment or diagnosis of a covered Disability.
25. Speech and Occupational Therapy.
26. Any process solely for the determination of eye refraction, lazy eye and the correction of the same by radial keratotomy, orthoptic or visual training or by any other means.
27. Supply of corrective glasses, or contact lens or eye Injury or any associated material for the correction of visual acuity.
28. Any dental treatment or surgery except for pain relieving dental treatment due to an Injury sustained in an Accident. Restorative procedure such as crowning, bridging, implant as well as root canal treatment will not be covered.
29. Use, acquisition or rental of external appliances such as artificial limbs, hearing aids, aero chambers, equipment for nebulising, orthopaedic pads.
30. Treatment for effects from exposure to ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
31. 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.
32. Investigation and Treatment of sleep and snoring disorders.
33. Outpatient physical therapy or physiotherapy is not covered.
34. Outpatient rehabilitation therapy, chemotherapy, radiation therapy and kidney dialysis.
35. Preventive Vaccinations / Immunisations.
36. Care or Treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.
37. 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.
38. Expenses incurred for sex changes.
39. Any Treatment directed towards developmental delays and/or learning disabilities in Insured Children.
40. Any communicable diseases requiring quarantine by law.
41. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

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

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. 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.

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) on the death of the Insured Person; and
- (g) 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

If an Insured Person carries other insurance covering any Illness or Injury insured by this Policy, the Company 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.

An insured person shall not be covered under more than one **SmartMedi Outpatient** 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.

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 Persons 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

If the eligible benefits to any Insured under the terms of this Policy be increased while it is in force or at the time of Renewal or replacement and if such Insured shall have been afflicted with a Disability prior or at the time the Benefits were increased, the Limits of Benefits payable in respect of such Disability shall not exceed the Limit of Benefits prior to the date the Benefits were upgraded.

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 issue 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. Claims Procedures

- (a) Claims incur within 90 days from the policy inception will be on Pay & File basis
- (b) The Insured shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of Treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- (c) The Insured shall immediately procure and act on proper medical advice and the Company shall not be held liable in the event a Treatment or service becomes necessary due to failure of the Insured to do so.

17. Incomplete Claims

All claims must be submitted to the Company within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and Eligible Benefits are not payable unless all bills for such claims have been submitted and agreed upon by the Company. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion.

18. 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.

19. 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.

20. 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; 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.

21. 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 (1) 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.

22. 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.

23. 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.