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## SmartPA Enhanced

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### IMPORTANT NOTICE

This is Your **SmartPA Enhanced** Policy. 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.

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.

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 when 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.

If You applied for this Policy 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.

If, for any reason, You are not happy with the service You have received from Us, You may:

- write to Our Customer Service Department at Ground Floor Wisma Boustead, 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
- e-mail Us at customer.service@axa.com.my.

If You are still not satisfied with the way any issue has been handled by Us, You may:

- refer matters concerning claims to:

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

or

- 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 bnmtelink@bnm.gov.my; or
- (e) by writing to P O Box 10922, 50929 Kuala Lumpur.

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This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given when You applied for this insurance and any other disclosures made by You between the time 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 any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

### **PART A – BENEFITS**

**NOTE: The following Benefits, if payable, are subject to the total maximum limits of Your chosen plan as described in the Schedule of Benefits. Upon reaching the age of 80, your Benefit 1, 2 & 4 is reduced to 50% of the Sum Insured.**

#### **Benefit 1 – Accidental Death**

We will pay You the amount shown in the Scale of Compensation 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.

#### **Benefit 2 – Accidental Permanent Disablement**

We will pay You the amount shown in the Scale of Compensation for any Permanent Disablement sustained by an Insured Person if, during the Period of Insurance, an Insured Person sustains Injury which results in the Permanent Disablement (total or partial) of that Insured Person within 365 days of the Injury. The Insured Person will receive the percentage of the Sum Insured as described in the Scale of Compensation below.

**SCALE OF COMPENSATION**

DESCRIPTION OF LOSS		PERCENTAGE OF SUM INSURED	
<b>A</b>	<b>Accidental Death</b>	100%	
<b>B</b>	<b>Accidental Permanent Disablement:</b>	100%	
	B1. Loss of Limb	100%	
	B2. Total Loss of Sight of one eye or both eyes	100%	
	B3. Total paralysis	100%	
	B4. Complete and incurable insanity	100%	
	B5. Loss of hand at or above the wrist	100%	
	B6. Loss of foot at or above the ankle	100%	
	B7. Loss of Sight of eye except perception of light	50%	
	B8. Loss of lens of eye	50%	
	B9. Loss of four fingers and thumb of one hand	50%	
	B10. Loss of four fingers of one hand	40%	
	B11. Loss of thumb	-both phalanges	25%
		-one phalanx	10%
	B12. Loss of index finger	-three phalanges	15%
		-two phalanges	10%
		-one phalanx	5%
	B13. Loss of middle finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
	B14. Loss of ring finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
	B15. Loss of little finger	-three phalanges	10%
		-two phalanges	7%
		-one phalanx	3%
	B16. Loss of metacarpals	-first or second	3%
		-third, fourth or fifth	2%
	B17. Loss of toes	-all	18%
		-big, both phalanges	5%
		-big, one phalanx	2%
		-big, one phalanx or any toes	2%
	B18. Permanent and Total Loss of hearing	-both ears	75%
		-one ear	20%
	B19. Permanent and Total Loss of speech	50%	
	B20.. Permanent Disablement which is not specified above (excluding Loss of sense of taste or smell)	A percentage determined by Us based on medical assessment and the opinion of Our advisor(s)	

**Benefit 3 – Renewal Bonus**

- We will increase the Sum Insured by 15% of the Principal Sum Insured of Benefit 1 and Benefit 2 each year (up to a maximum of 120%) when You renew this Policy with Us, if:
  - no claim has been made under Benefit 1 or Benefit 2 – Accidental Death / Accidental Permanent Disablement during the preceding Period of Insurance; and
  - the Policy has been continuously renewed without having lapsed.
- If either this Benefit 3(1)(a) or (b) is unfulfilled, any accumulated increase in the Sum Insured will be forfeited upon renewal and the Sum Insured will then revert to the Principal Sum Insured as stated in the Policy Schedule.

**Benefit 4 – Double Indemnity**

We will pay You double the Principal Sum Insured in the event of Accidental Death or Permanent Total Disablement where the Accident occurred whilst You were:

- Travelling on Public Transport;

- (b) Travelling Overseas; or
- (c) A victim of Snatch Theft or Robbery.
- (d) Involved in an Accident during festive season: Including 3 days before and 3 days after from the first day of Hari Raya Aidilfitri, Chinese New Year, Deepavali and Christmas. This benefit also covers Gawai Festival (Sarawak only) and Harvest Festival (W.P. Labuan and Sabah) in accordance to Your residential address.

Note: You may only make a claim for any one of the above Benefit 4(a), (b), (c) or (d) per Accident only.

### **Benefit 5 – Medical Expenses**

#### **Benefit 5A – Accidental Medical Expenses**

1. **Medical Expenses**  
We will reimburse You for the Reasonable and Customary Charges for Treatment for any Injury as a Hospital Patient at a Clinic or Hospital, including all daily room and board charges. We also extend to cover medical expenses incurred as a result of the Insured Person having contracted Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya up to a maximum of 50% limit stated in the Schedule of Benefits, subjected to 30 days of Waiting Period.
2. **Medical Expenses – Alternative Medical Treatment**  
We will reimburse You for the Reasonable and Customary Charges for Alternative Medical Treatment for any Injury up to a limit of RM50 per visit per day, up to the maximum limit stated in the Schedule of Benefits.

#### **Benefit 5B – Cashless Admission Guarantee**

1. **Admission**  
If You require admission into a Participating Hospital\* as a result of an Accident or disease as listed in Benefit 5A(1) above, We will ensure that Your admission is cashless up to the amount payable under Benefit 5A(1).

\* Kindly refer to our website: [www.axa.com.my](http://www.axa.com.my) for our list of Participating Hospitals.

2. **Discharge**  
If You have been admitted as in Section 5B(1) above, We will also cover Your discharge if all items in the Hospital bill fall within the scope of the Medical Expenses Benefit.
3. This Cashless Hospital Admission and Discharge Benefit will only be available after seven (7) working days from the issue date of this Policy as described in the Policy Schedule.

#### **Exclusions applicable to Benefit 5A and 5B of this Policy**

We will not pay for any costs or expenses in connection with services of a non-medical nature, such as the usage of television, telephones, telex services, radios or similar facilities, admission kit/pack or in respect of any other ineligible non-medical items.

#### **Benefit 5C – Dental and Corrective Surgery**

We will reimburse You the additional Reasonable and Customary Charges incurred for dental correction and/or corrective surgical operations to the face, neck, head or chest (navel up) due to an Injury.

#### **Benefit 5D – Daily Hospital Allowance**

We will pay You the amount stated in the Schedule of Benefits for each completed twenty-four (24) hours You are Hospitalised for Treatment as a result of an Accident, up to a maximum of one hundred eighty (180) days for any one Period of Insurance.

#### **Benefit 5E– Compassionate Care Allowance**

We will pay You RM200 per week for the reasonable travel and accommodation expenses incurred up to the maximum limit stated in the Schedule of Benefits for one (1) family member to care for and/or accompany an Insured Person who is a child (not more than twelve (12) years old) throughout the child's period of Hospitalisation.

#### **Benefit 5F – Nursing Care**

We will reimburse You up to the maximum limit stated in the Schedule of Benefits, the Reasonable and Customary Charges for nursing care for an Insured Person at the Insured Person's home after being discharged from Hospital, up to a maximum of four (4) weeks in any one Period of Insurance.

#### **Benefit 5G – Local Ambulance Fees**

We will reimburse You up to a maximum of RM500 per Accident for the ground ambulance costs incurred for Your transportation to the Hospital following an Accident.

#### **Benefit 5H – Prostheses**

We will reimburse You up to a maximum of RM1,000 per Accident for the Reasonable and Customary Charges incurred for the purchase of a wheelchair, artificial arm or leg, or crutches, as recommended by a Physician, if such equipment is necessary to assist in Your mobility.

#### **Benefit 6 – Repatriation of Mortal Remains**

If the Accidental Death Benefit under Benefit 4 of this Policy is payable for an Accident occurring outside Malaysia, We will also pay the Reasonable and Customary Charges incurred to transport the body or to cremate and transport the ashes back to Malaysia.

#### **Benefit 7 – Bereavement/Funeral/Cash Relief**

##### **Benefit 7A– Bereavement Allowance**

We will pay the amount stated in the Schedule of Benefits in the event of death of the Insured Person resulting from an Accident, provided that a valid claim is payable under Benefit 1 of this Policy.

##### **Benefit 7B – Funeral Expenses**

We will reimburse the funeral expenses in the event of Accidental Death, provided that a valid claim is payable under Benefit 1 of this Policy.

\* Benefit 7A & 7B are extended to cover death due to Dengue, Zika Virus, Malaria, Japanese Encephalitis or Chikungunya.

**Benefit 7C – Cash Relief**

We will pay the amount stated in the Schedule of Benefits in the event of death of the Insured Person resulting from an Accident, provided that a valid claim is payable under Benefit 1 of this Policy.

**Benefit 8 – Snatch Theft or Robbery**

We will pay You a fixed amount of RM500 for Loss\* or Damage to Your Personal Effects as a result of Snatch Theft or Robbery only if You lodge a police report within 24 hours from the incident . This benefit covers for a maximum of two(2) events per year.

**Benefit 9 – Kidnap**

**Benefit 9A – Kidnap – Lump Sum Payment**

We will pay the lump sum amount stated in the Schedule of Benefits in the event the Insured Person is kidnapped and a ransom demand is made, provided that:

- (a) a police report regarding the kidnapping is lodged within twenty four (24) hours of the time it was discovered that the Insured Person had been kidnapped; and
- (b) the police confirms in writing that the ransom demand was made in connection with the kidnapping.

**Benefit 9B – Kidnap – Reward**

We will also offer a reward of RM25,000 for information leading to the recovery of the Insured Person provided that the Insured Person is alive at the time of recovery.

**Benefit 9C– Kidnap – Insured Person Not Recovered**

If the Insured Person is not recovered after a period of one (1) year from the day of the kidnapping, and there is sufficient evidence produced to Us for Us to conclude that the Insured Person has died, We will pay the Principal Sum Insured under Benefit 1. For the avoidance of doubt, the benefits in Benefit 9B and Benefit 9C:

- would only be available pursuant to the occurrence of a kidnapping as described in Benefit 9A; and
- are in addition to the lump sum amount under Benefit 9A.

**Benefit 10 – Loan Protector**

We will contribute to the repayment of Your outstanding revolving line of credit debts such as those owing in relation to credit cards, personal loans, overdrafts, educational loans, housing loans, car loans or renovation loans with any Banks up to the maximum limit stated in the Schedule of Benefits. if a valid claim for Your Accidental Death is made under Benefit 1 of this Policy.

**Benefit 11 – Personal Liability**

1. We will indemnify You if You become legally liable to a third-party for:
  - (a) Accidental Injury (including death) to that third party; or
  - (b) Accidental Loss\* of or Damage to that third party's property.
2. We will also reimburse You for:
  - (a) the third party's costs and expenses recoverable from You; and
  - (b) only with Our prior written consent, Your costs and expenses in relation to Your legal liability.
3. No person can represent You or admit liability or make legal promises on Your behalf unless We agree to it in writing. We have the right to conduct all proceedings arising out of or in connection with the third-party claim against You in Your name, and to instruct solicitors of Our own choice for this purpose.

*\*In this context, "Loss" refers to any unrecoverable, unanticipated and non-recurring removal of or decrease in the value of Your property or belonging sustained by You.*

**ADD-ON BENEFITS**

**Benefit A1 & A2 – Temporary Total Disablement**

We will pay You the amount shown in the Schedule of Benefits in accordance with Your class of occupation (Class 1, 2 or 3), up to a maximum of one hundred and four (104) weeks if, during the Period of Insurance, You sustain Temporary Total Disablement as a result of an Accident. To be eligible for this add-on benefit, You must be gainfully employed or engaged in a business at the time of the 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 of Benefits.

**TERMS**

**MEANING**

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|---|--|
| 1. <b>Accident / Accidental</b>         | means a sudden, unintentional, unexpected, unforeseen and fortuitous event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Injury. |
| 2. <b>Accidental Death</b>              | means death by reason of Accident.   |
| 3. <b>Alternative Medical Treatment</b> | means medical treatment administered by a registered traditional medicine practitioner, osteopath, chiropractor, herbalist and/or bonesetter.  |
| 4. <b>Banks</b>                         | means any bank duly licensed by Bank Negara Malaysia (BNM) (or any other regulatory authority in Malaysia) to carry out banking business in Malaysia.  |
| 5. <b>Clinic</b>                        | means any medical establishment operated by a Physician.   |
| 6. <b>Cover(s)/ Coverage</b>            | means the extent of insurance protection afforded by this Policy.  |

<b>7. Damage</b>	means harm to property, resulting in loss of value or the impairment of its usefulness.
<b>8. Endorsement</b>	means an endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy.
<b>9. Extreme Sports or Activity</b>	means any sport or activity involving a high degree of danger or risk of Injury. Extreme Sports or Activities include, but are not limited to, big wave surfing, canoeing down rapids, cliff-jumping, horse-jumping, ultra marathons, stunt-riding and other activities where a high level of physical exertion and/or highly specialised gear is required. Extreme Sports or Activities excludes tourist activities accessible to the general public and conducted under the supervision of qualified licensed personnel of a registered tour operator.
<b>10. Hospital</b>	<p>means a registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients under the supervision of a Physician, and has facilities for:</p> <ul style="list-style-type: none"> <li>- twenty-four (24) hour nursing services by registered and graduate nurses; and</li> <li>- diagnostic and major surgery.</li> </ul> <p>A Hospital is expressly NOT:</p> <ul style="list-style-type: none"> <li>(a) primarily a clinic;</li> <li>(b) a convalescent, nursing or rest home;</li> <li>(c) a rehabilitation centre for alcoholics or drug addicts;</li> <li>(d) a home for the elderly or infirmed; or</li> <li>(e) a hospice.</li> </ul>
<b>11. Hospitalised / Hospitalisation</b>	means admission into and confinement at a Hospital as a registered inpatient as a result of an Accident. Such confinement must have been upon the recommendation and under the care of a Physician.
<b>12. Hospital Patient</b>	means a person who is Hospitalised and is necessarily and continuously confined to a Hospital for more than six (6) hours.
<b>13. Injury</b>	means bodily injury sustained by You and is caused solely and directly by an Accident, independent of all other causes, and excludes any illness, disease or medical disorder.
<b>14. Insured Person</b>	<p>means the person, his/her legal spouse (as applicable) or his/her child/children named as the Insured in the Schedule of Benefits, provided that the Insured Person is:</p> <ul style="list-style-type: none"> <li>i. In the case of parent(s), between 18 and 69 years of age at the time of first inception and renewable up to 100 years of age; and</li> <li>ii. in the case of child/children, unmarried dependent child/children aged between 30 days and 18 years or if pursuing full time education in a recognized educational institution of higher learning, aged up to 23.</li> </ul> <p>Upon reaching the age of 80, your Benefit 1, 2 &amp; 4 is reduced to 50% of the Sum Insured.</p>
<b>15. Loss</b>	means any Injury sustained by You as a result of an Accident.
<b>16. Loss of Limb</b>	means Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and Permanent Loss of use of the hand, arm or leg.
<b>17. Loss of Sight</b>	means total and irrecoverable Loss of eyesight rendering You absolutely blind and beyond remedy by surgical or other treatment.
<b>18. Medically Necessary</b>	<p>Shall mean a medical service which is:</p> <ul style="list-style-type: none"> <li>(a) consistent with the diagnosis and customary medical Treatment for an Injury;</li> <li>(b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;</li> <li>(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</li> <li>(d) not of an experimental, investigational or research nature, preventive or screening nature.</li> </ul>
<b>19. Permanent</b>	means a period of twelve (12) consecutive months or more from the date of the Accident.
<b>20. Permanent Total Disablement</b>	means a Permanent Injury which entirely prevents You from engaging in gainful employment of any and every kind and for which there is no hope of recovery.
<b>21. Period of Insurance</b>	means the period specified on the Schedule of Benefits or in any Endorsement.
<b>22. Personal Effects</b>	mean hand-carried bags, wallets or purses which are in Your possession together with the contents therein; and/or valuables or jewellery worn by You.
<b>23. Policy</b>	<p>means the following documents:</p> <ul style="list-style-type: none"> <li>(a) this document</li> <li>(b) Schedule of Benefits</li> <li>(c) Endorsement(s)</li> </ul>
<b>24. Premium</b>	means the specified amount of payment required for Us to provide the Cover under this Policy for the Benefits specified in the Schedule of Benefits.
<b>25. Principal Sum Insured</b>	means the Sum Insured for the first Period of Insurance of the Policy as described in the Policy Schedule.

<b>26. Public Transport</b>	means a licensed bus, taxi, e-hailing(Grab) or other scheduled service available for use by the general public as fare-paying passengers at recognised public stops/stations, and which services are not obtained through a private arrangement basis. This excludes all modes of transportation that are chartered or arranged as part of a tour, even if the services are regularly scheduled.
<b>27. Physician</b>	means a medical practitioner (other than the Insured Person, 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 practicing within the scope of his/her licensing and training in the geographical area of practice.
<b>28. Reasonable and Customary Charges</b>	<p>Shall mean any charge for Medically Necessary medical care and/or Treatment which:</p> <p>(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;</p> <p>(b) is in accordance with accepted medical standards and practice; and</p> <p>(c) could not have been omitted without adversely affecting the Insured Person's medical condition.</p> <p>In Malaysia, Reasonable and Customary Charges shall be deemed to be those laid down in the Malaysian Medical Association's prevailing Schedule of Fees.</p>
<b>29. Robbery</b>	means the act or attempt of taking something of value from You illegally by force, threat of force, intimidation or fear, and with the intent to permanently deprive You of that property.
<b>30. Schedule of Benefits</b>	refers to the document containing a list of the Benefits afforded under this Policy and their prescribed Sum Insured limits.
<b>31. Snatch Theft</b>	means the act of taking something of value from You illegally by abrupt force and fleeing the scene with the intent to permanently deprive You of that property. Such act must have happened to You on a public walkway, on Public Transport or at a public place outside Your place of residence or work.
<b>32. Specialist</b>	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 Policy Owner and/or Insured Person.
<b>33. Sum Insured</b>	means the sum specified against each of the Benefits stipulated in the Schedule of Benefits which is the maximum amount We will pay in the event of claim(s).
<b>34. Surgery / Surgical Procedure</b>	<p>Shall mean any of the following medical procedures:</p> <p>(a) To incise, excise or electrocauterize any organ or body part, except for dental services;</p> <p>(b) To repair, revise, or reconstruct any organ or body part;</p> <p>(c) To reduce by manipulation a fracture or dislocation;</p> <p>(d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.</p>
<b>35. Temporary</b>	means a period of time You are certified by a Physician as being wholly and continuously disabled, but for which there is a reasonable chance of recovery.
<b>36. Temporary Total Disablement</b>	means a Temporary Injury which prevents You from engaging in, or attending to, Your usual daily or business activities.
<b>37. Travelling Overseas</b>	means a round-trip not exceeding ninety-five (95) consecutive days to any destination outside Malaysia for leisure or business purposes.
<b>38. Treatment</b>	means 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.
<b>39. Unlawful Act</b>	Refers to any act which is an offence or prohibited by the law or rules of the geographical area in which the act is committed. Unlawful act includes but is not limited to driving motorised vehicle without appropriate valid license, exceeding any stipulated speed limit, driving whilst under the influence of alcohol and generally any non-conformance or breach of the Road Traffic Act or any applicable laws and regulations. Participation in or acting as an accessory to any crime or attempted crime or offence.
<b>40. Waiting Period</b>	means the period in which the Benefit stated in the Schedule of Benefits will not be payable.
<b>41. We/Us/Our/AXA</b>	means AXA AFFIN GENERAL INSURANCE BERHAD.
<b>42. You/Your/Yourself/Policyholder</b>	means the person(s) named as the Policyholder in the Policy Schedule and/or to whom this Policy is issued to. In the context of Your death, and in the absence of any nominees under this Policy, "payment to You" refers to Your legal personal representative who is duly authorised to receive the Policy moneys as an executor of Your estate.

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## **PART C – EXTENSIONS**

Subject to the General Conditions and General Exclusions of this Policy, this Policy is extended to cover the following circumstances:

### **1. Amateur Sports**

Accidental Death or Injury due to participation in any amateur sport other than in any kind of speed contests.

## 2. Disappearance

Disappearance following an Accident where the Insured Person is still not found after a period of one (1) year from the day of the Accident, and there is sufficient evidence produced to Us for Us to conclude that the Insured Person had died due to the Accident.

## 3. Drowning

Death as a result of drowning.

## 4. Exposure

Injury caused solely by an Accident as defined in the Policy when the Insured Person suffers death or disablement as a result of exposure to elements beyond his/her control. We will consider such death or disablement as having been caused by the Accident.

## 5. Food and/or Beverage Poisoning

Death or Injury as a result caused by food or beverage poisoning.

## 6. Hijack

Death or Injury as a result of the Hijacking or attempted Hijacking of the Public Transport in which the Insured Person was travelling on as a passenger.

## 7. Intoxication by Alcohol

Death or Injury as a result of intoxication by alcohol (except as a result of driving whilst intoxicated).

## 8. Motorcycling

Death or Injury whilst riding a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (except as a result of racing, speed tests/trials or competitions).

## 9. Murder and Assault

Death or Injury as a result of unprovoked physical assault, murder or attempted murder.

## 10. Snake / Insect Bites (excluding Mosquito Bites)

Death or Injury caused by the bite of a snake or any other harmful insect (excluding mosquito bites) such as bees, wasps, spiders, centipedes or scorpions.

## 11. Suffocation due to Smoke, Fumes or Poisonous Gas

Death or Injury as a result of suffocation caused by smoke, fumes or poisonous gas.

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## PART D – GENERAL EXCLUSIONS (APPLICABLE TO THE WHOLE POLICY)

1. any Unlawful Act of an Insured Person (except minor traffic-related offences) or his willful exposure to danger (other than in an attempt to save human life), intentional self-Injury, suicide or attempted suicide, while sane or insane;
2. involvement in any illegal, criminal or terrorist acts or activities;
3. 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.
4. medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy.
5. any treatment related to cosmetic surgery for purposes of beautification irrespective if such treatment is rendered as a result of burns.
6. venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
7. pregnancy or childbirth.
8. effect or influence of drugs not prescribed by a Physician.
9. 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.
10. regular or temporary, military or police duties or fire service of any country.
11. declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or Usurped power.
12. riot and civil commotion where the Insured Person is actively participating.
13. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
14. radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
15. engaging or participating in any professional sports.
16. any Injury whilst engaged in:
  - 16.1 racing other than on foot (except ultra marathons), motor rallies or competitions;
  - 16.2 mountaineering with the use of climbing equipment, ropes or guides or outdoor rock climbing, hiking or trekking unless conducted under the supervision of qualified licensed personnel/guide of a registered tour operator);
  - 16.3 Extreme Sports or Activities;

- 16.4 pot-holing, private hunting trips, private white water rafting grade 4 or above;
  - 16.5 any activity involving You being airborne (whether suspended or not) except leisure parachuting, leisure bungee jumping, leisure sky diving and leisure hot air balloon rides; or
  - 16.6 underwater activities which require the use of breathing apparatus.
17. Any Injury arising from these occupations or whilst performing these occupational activities:
- 17.1 Working onboard any sea vessel or as a ship crew;
  - 17.2 Underground worker in a tunnel or quarry;
  - 17.3 Any occupation dealing with explosives or hazardous substances;
  - 17.4 Working at heights above 30 feet.

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## **PART E – GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY)**

### **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. Change of Nature of Occupation**

Unless otherwise specified in the Schedule of Benefits, this Policy will no longer have any effect if You change or alter the nature of Your occupation or job.

### **3. Changes in Your Circumstances**

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance. We will advise You if there is any additional Premium payable by You.

### **4. Fraud**

If You, or anyone acting for You, make a claim under this Policy knowing the claim to be false or fraudulently inflated, We will not pay the claim and all cover under this Policy will be forfeited.

### **5. Cancellation**

We may cancel this Policy by giving You seven (7) days notice by registered letter to You at Your last known address. We will return to You the proportionate part of the Premium for the unexpired portion of the Period of Insurance if You have not made any claims.

You may also cancel the Policy at any time by giving Us seven (7) days written notice. Such cancellation will not affect any of Your claims arising before the date You cancel this Policy. We will in any case, however, retain the customary short period rate for the time the Policy has been in force.

### **6. Payment of Benefits**

All benefits payable under this Policy shall be paid to You, and in the event of Your death, to Your nominee (if any), or otherwise to Your estate. Such payment shall be a full and final discharge to Us. All Benefits payable under this Policy shall be subject to the maximum limits stated in the Schedule of Benefits and shall be in Ringgit Malaysia only.

### **7. Arbitration**

All disputes will be referred to an arbitrator appointed jointly by You and Us in accordance with the relevant laws. You may not take legal action against Us in a Court of Law over the dispute before the arbitrator has reached a final decision. If any such dispute relates to the degree of any Permanent disablement, the arbitrator will be a Physician.

### **8. Sanction Limitation Clause**

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **9. Claims Notification**

Should any Accident, Injury, Loss or liability occur which may give rise to a claim, You must:

- notify Us in writing of the full particulars of both the occurrence and the Injury:
  - immediately in the case of death; or
  - within twenty-one (21) days of the occurrence in the case of Injury; and
- 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; and
- at Your expense, provide Us with all reports, certificates, information and other documents We require.

We are entitled to request:

- an examination by a medical referee appointed by Us for a non-fatal Injury; or
- a post-mortem examination in the event of death.

### **ACTIONS AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM**

We require You to take certain actions and / or submit certain documents to Us before Your claim can be processed. These documents and / or actions are listed in the table below and will depend on the type of claim You intend to submit to Us. Take note that the documents and / or actions required from You are not limited only to those that are stated in the table below. We reserve the right to request additional documents, information, confirmation, certification and other relevant documents from You to process Your claim.

Type of Claim	Action / Document Required
All claims	<ul style="list-style-type: none"> <li>Claim Form</li> </ul>
	<b>Plus the following where applicable:</b>
<b>Benefit 1 &amp; 2</b> <b>Accidental Death / Accidental Permanent Disablement</b>	<ul style="list-style-type: none"> <li>Medical Report from the attending Physician</li> <li>Death Certificate</li> <li>Post Mortem Report</li> <li>Police Report</li> <li>Photographs showing the amputation part (s)</li> </ul>
<b>Benefit 4</b> <b>Double Indemnity</b>	<ul style="list-style-type: none"> <li>All the documents required for the Accidental Death / Permanent Total Disablement Benefit under Benefit 1</li> <li>Ticket or document showing the details of your travel</li> <li>Police Report</li> </ul>
<b>Benefit 5</b> <b>Medical Expenses</b>  <b>Benefit 5A(i)</b> <b>Accidental Medical Expenses</b>  <b>Benefit 5A(ii)</b> <b>Alternative Medical Treatment</b>  <b>Benefit 5B</b> <b>Cashless Admission Guarantee</b>  <b>Benefit 5C</b> <b>Dental and Corrective Surgery</b>  <b>Benefit 5D</b> <b>Daily Hospital Allowance</b>  <b>Benefit 5E</b> <b>Compassionate Care Allowance</b>  <b>Benefit 5F</b> <b>Nursing Care</b>  <b>Benefit 5G</b> <b>Local Ambulance Fees</b>  <b>Benefit 5H</b> <b>Prostheses</b>	<ul style="list-style-type: none"> <li>Medical Report from the attending Physician (for claim amount RM300 and above)</li> <li>Original Medical Invoice &amp; Receipts for amount RM300 and above</li> <li>Original receipts for additional expenses claimed for additional travel and accommodation (Benefit 5E only)</li> <li>Hospital discharge summary confirming the date of Your admittance and discharge from the Hospital (Benefit 5D only)</li> </ul>
<b>Benefit 6</b> <b>Repatriation of Mortal Remains</b>	<ul style="list-style-type: none"> <li>Medical Report from the attending Physician abroad and / or in Malaysia</li> <li>Original receipts for additional expenses claimed for cost of cremation or transporting of mortal remains</li> </ul>
<b>Benefit 7</b> <b>Bereavement/Funeral/Cash Relief</b>  <b>Benefit 7A</b> <b>Bereavement Allowance</b>  <b>Benefit 7B</b> <b>Funeral Expenses</b>  <b>Benefit 7C</b> <b>Cash Relief</b>	<ul style="list-style-type: none"> <li>All the documents required for the Accidental Death Benefit under Section 1</li> <li>Original itemised receipts for all amounts claimed for funeral expenses</li> </ul>
<b>Benefit 8</b> <b>Snatch Theft or Robbery</b>	<ul style="list-style-type: none"> <li>Police Report with details of the Snatch Theft or Robbery</li> </ul>
<b>Benefit 9</b> <b>Kidnap</b>  <b>Benefit 9A</b> <b>Kidnap – Lump Sum Payment</b>	<ul style="list-style-type: none"> <li>Police Report with details of the kidnapping</li> <li>Written confirmation by the Police that a ransom demand was made in connection with the kidnapping</li> <li>If the kidnapping occurred outside of Malaysia, A written confirmation from the Malaysian Embassy confirming the incident, its duration and that a ransom was demanded</li> </ul>

<b>Benefit 9B</b> <b>Kidnap – Reward</b>  <b>Benefit 9C</b> <b>Kidnap – Insured Person Not Recovered</b>	<ul style="list-style-type: none"> <li>Documentary evidence showing: <ul style="list-style-type: none"> <li>the amount of money you paid the informer for information leading to the recovery of the Insured Person; and</li> <li>that the Insured Person has been recovered alive (e.g. medical report or police report).</li> </ul> </li> <li>Written confirmation from the Police that the Insured Person has not been found one (1) year from the date of kidnap.</li> </ul>
<b>Benefit 10</b> <b>Loan Protector</b>	<ul style="list-style-type: none"> <li>All the documents required for the Accidental Death Benefit under Section 1</li> <li>Documents pertaining to Your loan</li> </ul>
<b>Benefit 11</b> <b>Personal Liability</b>	<ul style="list-style-type: none"> <li>DO NOT ADMIT LIABILITY.</li> <li>Forward all correspondence from the 3rd party unanswered to Us immediately</li> </ul>
<b>ADD-ON BENEFITS</b> <b>Benefit A1 &amp; A2</b> <b>Temporary Total Disablement</b>	<ul style="list-style-type: none"> <li>Medical Report from the attending Physician</li> <li>Copy of medical certificate issued by the attending Physician</li> <li>Police Report</li> </ul>

#### 10. Other Insurance Policies [Applicable to Accidental Medical Expenses only]

If You have purchased insurance policies from other insurers which cover the same risks under this Policy, We will only pay You any excess beyond the amount which would have been covered under the other insurance policy had this Policy not been effected.

#### 11. Period of Cover and Renewal

This Policy shall become effective based on 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 Us in writing at least thirty (30) days before change is affected. It shall not be incumbent on Us to give notice that any premium for Renewal is due and such premium shall be deemed to be due on the date the Policy expires and must be paid within thirty (30) days thereafter. However, during such thirty (30) days the policy shall be effective if the premium is actually paid within thirty (30) days unless We 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 on each anniversary of the Policy date. Upon reaching the age of 80, your Benefit 1, 2 & 4 is reduced to 50% of the Sum Insured. Unless stated otherwise in the Schedule of Benefits, You may not renew this Policy once You reach the age of one hundred (100) during the Period of Insurance. We reserve the right to revise the premium rate applicable at the time of Renewal. Such changes, if any, shall be applicable to all Policyholders irrespective of their claim experience according to the Company's risk assessment.

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

- non-payment of premium or premium not paid on time;
- fraud or misrepresentation of material fact during application;
- the policy is cancelled at the request of the Policyholder;
- the Insured Person attains the coverage age limit specified;
- the death of the Insured Person; and
- 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.

SCHEDULE OF BENEFITS	LIMIT	Sum Insured/Limit of Liability Per Accident (RM)						
		Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7
<b>Benefit 1 Accidental Death</b>								
Accidental Death	Per Adult: Age below 80 y/o	50,000	100,000	200,000	300,000	500,000	750,000	1,000,000
	Per Adult: Age 80 y/o and above	25,000	50,000	100,000	150,000	250,000	375,000	500,000
	Per Child	7,500	15,000	30,000	45,000	75,000	112,500	150,000
	Per Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000	3,000,000
<b>Benefit 2 Accidental Permanent Disablement</b>								
Accidental Permanent Total Disablement	Per Adult: Age below 80 y/o	50,000	100,000	200,000	300,000	500,000	750,000	1,000,000
	Per Adult: Age 80 y/o and above	25,000	50,000	100,000	150,000	250,000	375,000	500,000
	Per Child	7,500	15,000	30,000	45,000	75,000	112,500	150,000
	Per Family	150,000	300,000	600,000	900,000	1,500,000	2,250,000	3,000,000
<b>Benefit 3 Renewal Bonus</b>								
Renewal Bonus	15% per year up to 120% of Principal Sum Insured of Benefit 1 and Benefit 2							

SCHEDULE OF BENEFITS		LIMIT	Sum Insured/Limit of Liability Per Accident (RM)						
			Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7
<b>Benefit 4 Double Indemnity</b>									
	Double Indemnity whilst travelling on public transport, travelling overseas or being a victim of snatch theft or robbery or involved in an accident during festive season	Per Adult: Age below 80 y/o	100,000	200,000	400,000	600,000	1,000,000	1,500,000	2,000,000
		Per Adult: Age 80 y/o and above	50,000	100,000	200,000	300,000	500,000	750,000	1,000,000
		Per Child	15,000	30,000	60,000	90,000	150,000	225,000	300,000
		Per Family	300,000	600,000	1,200,000	1,800,000	3,000,000	4,500,000	6,000,000
<b>Benefit 5 Medical Expenses</b>									
<b>Benefit 5A (i)</b>	<b>Accidental Medical Expenses</b>	Per Adult/Child Per Family	3,000 9,000	4,000 12,000	5,000 15,000	6,000 18,000	7,000 21,000	9,000 27,000	12,000 36,000
<b>Benefit 5A (ii)</b>	<b>Alternative Medical Treatment</b>	Per Adult/Child Per Family	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500
<b>Benefit 5B</b>	<b>Cashless Admission Guarantee</b>	Per Adult	3,000	4,000	5,000	6,000	7,000	9,000	12,000
<b>Benefit 5C</b>	<b>Dental and Corrective Surgery</b>	Per Adult/Child Per Family	5,000 15,000	5,000 15,000	5,000 15,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000
<b>Benefit 5D</b>	<b>Daily Hospital Allowance (maximum 180 days)</b>	Per Day Per Adult/Child Per Family	50 9,000 27,000	75 13,500 40,500	100 18,000 54,000	125 22,500 67,500	150 27,000 81,000	200 36,000 108,000	250 45,000 135,000
<b>Benefit 5E</b>	<b>Compassionate Care Allowance</b>	Per Adult/Child Per Family	3,000 9,000	3,000 9,000	3,000 9,000	3,000 9,000	3,000 9,000	3,000 9,000	3,000 9,000
<b>Benefit 5F</b>	<b>Weekly Nursing Care Charges</b>	Per Adult/Child Per Family	500 1,500	750 2,250	1,000 3,000	1,000 3,000	1,000 3,000	1,000 3,000	1,200 3,600
<b>Benefit 5G</b>	<b>Local Ambulance Fees</b>	Per Adult/Child Per Family	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500
<b>Benefit 5H</b>	<b>Prostheses</b>	Per Adult/Child Per Family	1,000 3,000	1,000 3,000	1,000 3,000	1,000 3,000	1,000 3,000	1,000 3,000	1,000 3,000
<b>Benefit 6 Repatriation of Mortal Reamins</b>									
	<b>Repatriation of Mortal Remains</b>	Per Adult/Child Per Family	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000
<b>Benefit 7 Bereavement/Funeral Allowance</b>									
<b>Benefit 7A</b>	<b>Bereavement Allowance</b>	Per Adult/Child Per Family	5,000 15,000	5,000 15,000	5,000 15,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000
<b>Benefit 7B</b>	<b>Funeral Expenses</b>	Per Adult/Child Per Family	5,000 15,000	5,000 15,000	5,000 15,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000
<b>Benefit 7C</b>	<b>Cash Relief</b>	Per Adult/Child Per Family	2,000 6,000	3,000 9,000	5,000 15,000	5,000 15,000	7,500 22,500	7,500 22,500	7,500 22,500
<b>Benefit 8 Snatch Theft or Robbery</b>									
	<b>Snatch Theft or Robbery</b>	Per Adult/Child Per Family	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500	500 1,500
<b>Benefit 9 Kidnap</b>									
<b>Benefit 9A</b>	<b>Kidnap - Lump Sum Payment</b>	Per Adult/Child Per Family	5,000 15,000	5,000 15,000	5,000 15,000	10,000 30,000	10,000 30,000	10,000 30,000	10,000 30,000
<b>Benefit 9B</b>	<b>Kidnap - Reward</b>	Per Adult/Child Per Family	25,000 75,000	25,000 75,000	25,000 75,000	25,000 75,000	25,000 75,000	25,000 75,000	25,000 75,000
<b>Benefit 9C</b>	<b>Kidnap - Insured not Recovered</b>	Per Adult/Child Per Family	50,000 150,000	100,000 300,000	200,000 600,000	300,000 900,000	500,000 1,150,000	750,000 2,250,000	1,000,000 3,000,000
<b>Benefit 10 Loan Protector</b>									
	<b>Loan Protector</b>	Per Adult	2,000	3,000	5,000	5,000	7,500	7,500	7,500
<b>Benefit 11 Personal Liability</b>									
	<b>Personal Liability</b>	Per Adult/Child Per Family	50,000 150,000	100,000 300,000	200,000 600,000	300,000 900,000	500,000 1,500,000	750,000 2,250,000	1,000,000 3,000,000

ADD ON									
Benefit A1 Class 1 & 2 - Temporary Total Disablement									
	Temporary Total Disablement	Per Adult/Week	50	75	125	150	200	250	300
Benefit A2 Class 3 - Temporary Total Disablement									
	Temporary Total Disablement	Per Adult/Week	50	50	50	N/A	N/A	N/A	N/A

**PROVISIONS RELATING TO THE SCHEDULE OF BENEFITS**

1. The maximum amount payable for any benefit is the corresponding amount stated in the Schedule of Benefits.
2. The amount payable under Benefit 1, Benefit 2 and Benefit 4 for each child is limited to 15% of the corresponding amount shown in the Schedule of Benefits.
3. In the event of death, payment will be made under either Benefit 1 or Benefit 4 only.
4. We will be discharged from any further liability under this Policy if 100% of the corresponding Sum Insured is paid out under Benefit 1, Benefit 2 or Benefit 4. You may still make a claim for the other benefits arising from the same Injury or Accident.
5. Any amount payable under Benefit 1, Benefit 2 or Benefit 4 shall be reduced by the total amount paid out under Benefit A1 or Benefit A2 in respect of the same Injury or Accident.
6. Payments under Benefit A1 or Benefit A2 may, at our discretion, be made at intervals in back payments / arrears during Your period of disablement. We shall reserve the right to withhold any such payments if We so wish until the total amount due to You is ascertained and proved to Our satisfaction.