



Driver's & Passengers' Personal Accident For Private Cars Only

IMPORTANT NOTICE

This is your Driver's & Passengers' Personal Accident 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:
 Financial Mediation Bureau - Level 25, Dataran Kewangan Darul Takaful, No 4 Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
 Tel: (603) 2272 2811 Fax: (603) 2274 5752
 - (b) Submit your complaints/ feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to bnmtelex@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.

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.

AXA AFFIN GENERAL INSURANCE BERHAD (hereinafter called "The Company") will subject to the terms exceptions and conditions contained herein or endorsed hereon (collectively referred to as the "Terms of this Policy") pay to the Insured Person or his/her legal personal representatives the Benefit(s) referred to in the Policy if during the Period of Insurance the Insured Person shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause in Death or Permanent Disablement or Medical Expenses as stated

1. Such person is not more than 70 years of age at time of injury resulting in Death or Permanent Disablement or Medical Expenses
2. Such compensation for Death or Permanent Disablement shall be payable within 365 days of the occurrence of such injury.
3. If the number of persons (including the driver) in the Private Car at the time of the occurrence exceeds the number stated as the seating capacity in the Vehicle Registration Card, the Company's limit of liability per person will be reduced by the ratio of the number of passengers declared to that of the actual number of passengers subject always to the Company's maximum limit of liability. The Company's maximum limit of liability any one Period of Insurance will be determined by the seating capacity of the insured vehicle as stated in the Vehicle Registration Card.
4. The cover being proposed is for all passengers (including authorised driver) as per Vehicle Registration Card, otherwise the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the compensation payable accordingly.

1. boarding, alighting, driving or travelling as a passenger in any private motor car, motorcycles and/or scooters
2. as a pedestrian in an accident involving any road vehicle and railway train
3. travelling as a fare paying passenger on any railway train, LRT, ferry boat or passenger ship

Note: (i) For the purpose of this insurance "Private Cars" shall be deemed to include "vans" adapted or designed to carry passengers
 (ii) Where the "Insured" is a company, benefits (1), (2) & (3) above shall be payable to the Nominee named in the Certificate of Insurance

In furtherance to (1) above, this insurance in relating to the vehicle(s) mentioned in the Certificate of Insurance shall extend to include all passengers and any Authorised Driver possessing a full valid driving licence (includes probational licence).

BENEFITS PER PERSON	PLAN A	PLAN B	PLAN C
Death	RM10,000	RM20,000	RM30,000
Loss of both hands or both feet	RM10,000	RM20,000	RM30,000
Loss of sight of both eyes	RM10,000	RM20,000	RM30,000
Loss of one eye and one hand or one foot	RM10,000	RM20,000	RM30,000
Loss of one hand or one foot	RM 5,000	RM10,000	RM15,000
Loss of sight of one eye	RM 5,000	RM10,000	RM15,000
Medical Expenses (maximum)	RM 500	RM 1,000	RM 1,500

Note: Children under age 12 are entitled to 50% of the Death and Permanent Disablement benefits

Window Snatch Theft
 (Only applicable when the Private Car was driven by a female Insured Person or a named female driver at the time of loss)

We will pay up to RM500 to the Insured Person in the event that the Insured Person's Private Car windscreen or Private Car window(s) is/are broken by a stranger by the use of force with the intent to steal and caused the Insured Person the loss of possessions placed in the Private Car whilst being driven on the road.

A police report must be lodged at the nearest police station where the incident took place within twenty four (24) hours after the incident occurred and a written statement must be obtained from the police to substantiate the claim.

SCOPE OF COVER

If during the period of insurance, the Insured and/or spouse and/or any of his children (hereinafter called "family Members") shall sustain any bodily injury whilst:

DEFINITION OF BENEFITS

1. Loss of either hand or foot shall mean loss of actual physical severance or total and permanent loss of use
2. Loss of eye shall mean the total and irrecoverable loss of sight of an eye
3. Medical expenses shall mean:
 - i) the actual cost for medical or surgical treatment, including trained nurses and hospitalization
 - ii) the reimbursement of expenses incurred for sinseh or traditional treatment up to RM250 per accident from the date of accident and resulting from injuries sustained subject to maximum amount of Medical expenses limit stated in the plan.
4. Bodily Injury refers to bodily injury resulting solely and directly from accidental, external, violent and visible means and does not include sickness or disease or any natural occurring conditions or degenerative process.

TERRITORIAL LIMIT

Malaysia, The Republic of Singapore, Brunei and that part of Thailand within 50 miles of the border between Thailand and West Malaysia.

EXCEPTIONS

No payment will be made under this Policy for death or bodily injuries or medical expense directly or indirectly consequent upon

1. Death or injury directly or indirectly wholly or in part arising or resulting from or traceable to:
 - (a) intentional self injury (whether felonious or not) or attempted suicide physical defect or infirmity or
 - (b) an accident happening whilst the driver is under the influence of intoxicating liquor or drugs or
 - (c) driver is a holder of provisional driving licence
2. any pre-existing physical or mental defect or infirmity
3. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or mutant derivatives or variations thereof
4. medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this Policy
5. venereal disease or insanity
6. pregnancy, childbirth or miscarriage
7. whilst the vehicle is used for racing, speed testing, road rally, hire or reward
8. war terrorism invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power riot or civil commotion. In any claim and in any action suit or other proceedings where the company alleges that by reason of this Exception any death disablement or expenses is not covered by this Policy the burden of proving that such disablement or expense if covered shall be upon the Insured.
9. as a result of, or which is contributed to by, illness or disease (not resulting from accidental Bodily Injury), any naturally occurring condition or degenerative process or gradually operating cause.

CONDITIONS

1. INTERPRETATION
This policy and the Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Certificate of Insurance shall bear such meaning wherever it may appear.
2. OBSERVANCE
The due observance and fulfillment of the Terms of this policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this policy.

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.

3. BENEFITS

If the number of persons (including the driver) in the Car being driven by or under ownership of the Insured or Spouse at the time of the occurrence exceeds the seating capacity stated in the Registration.

Book we shall be liable only for a pro-rata proportion of the compensation which otherwise would be payable.

No benefit will be payable due solely to inability to take part in sports and pastimes.

4. OTHER INTEREST

The Insured Person or the Insured Person's legal personal representatives' receipt shall discharge us. The Insured Person or the Insured Person's legal personal representatives shall have no right to claim from or sue us. If the Insured comprises more than one party having an interest in the Insured Person the settlement made by us shall represent the total amount of payable in respect of that Insured Person for all interest covered by this Policy.

5. OTHER INSURANCES

If at the time of any event giving rise to a claim, there is any other insurance policy in force, which also covers the Insured Person concerned, for the same expenses Insured under Medical Expenses, then we will pay a proportion of the claim. Such proportion being determined by reference to the cover provided under each of the relevant policies.

6. INTEREST

No sum payable under this policy shall carry interest.

7. RENEWAL

The Insured shall before any renewal of this Policy give notice to the Company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware during preceding Period of Insurance and of any change of name and address.

8. CLAIMS PROCEDURE

Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under this policy together with full particulars of both the occurrence and the injury immediately in the case of death or within twenty-one days of the occurrence if the injury be non-fatal.

All reports certificates and information required by the Company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe.

The Insured Person shall from time to time submit himself to a medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

9. ASSIGNMENT

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to the Insured Person or his/her legal personal representatives whose receipt shall be a discharge to the Company.

10. CANCELLATION

The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.

11. ARBITRATION

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company. If any such difference shall relate to the degree of permanent disablement for the purpose of this Policy the arbitrator (s) and umpire shall be qualified medical practitioners.

WARRANTY

Premium Warranty (Cash Before Cover)

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the company before the inception date of this policy/endorsement/renewal certificate.

Subject otherwise to the terms and conditions of this Policy.
